



AGENDA
Mobile City Council

Auditorium
Government Plaza
205 Government Street
Mobile, AL 36644

Tuesday, March 3, 2026, 10:30 AM

1. CALL TO ORDER

2. INVOCATION

Rev. Tom Heard, Public Safety Chaplain

3. PLEDGE OF ALLEGIANCE

4. ROLL CALL

5. STATEMENT OF RULES BY COUNCIL PRESIDENT

6. APPROVAL OF MINUTES

February 24, 2026

7. COMMUNICATIONS FROM THE MAYOR

8. MONTHLY FINANCE REPORTS

9. ADOPTION OF THE AGENDA

10. APPEALS

Request of Maura Mandyck for a waiver of the Noise Ordinance at Cathedral Square

on March 7, 2026, from 3:00 p.m. - 4:30 p.m. (District 2).

Request of Isaiah 53 Holiness Church for a waiver of the Noise Ordinance at Lyons Park on March 14, 2026, from 12:00 p.m. - 5:00 p.m. (District 2).

Request of John Thompson for a waiver of the Noise Ordinance at 250 Marine Street on March 14, 2026, from 12:00 p.m. - 10:00 p.m. (District 2).

Request of O'Daly's Irish Pub for a waiver of the Noise Ordinance at 564 Dauphin Street on March 14, 2026, from 9:00 p.m. - 12:00 a.m. (District 2).

Request of O'Daly's Irish Pub for a waiver of the Noise Ordinance at 564 Dauphin Street on March 17, 2026, from 9:00 p.m. - 12:00 a.m. (District 2).

Request of Lenice Emanuel for a waiver of the Noise Ordinance at Mardi Gras Park on May 11, 2026, from 11:30 a.m. - 1:30 p.m. (District 2).

Request of Barbara Davis for a waiver of the Noise Ordinance at 104 S. Royal Street on June 13, 2026, from 12:00 p.m. - 5:00 p.m. (District 2).

Request of Barbara Davis for a waiver of the Noise Ordinance at Langan Park on April 25, 2026, from 11:30 a.m. - 4:30 p.m. (District 7).

11. PRESENTATION OF PETITIONS AND OTHER COMMUNICATIONS TO THE COUNCIL

Cheryl Newman - speak in support of Animal Services and their continued partnership with rescues and non-profits to enhance animal welfare.

Brooke Whitehurst - speak in support of Animal Services and their continued partnership with rescues and non-profits to enhance animal welfare.

12. ORDINANCES HELD OVER

64-010 Consider the proposed Conditional Use Permit for property located at 1356 Government Street, 120 Espejo Street, and 1356, 1358, and 1360 Conti Street (sponsored by Councilmember Ingram).

64-011 Consider the proposed modification of a previously approved Planned Unit Development for property located at 6151 Marina Drive South (sponsored by Councilmember Small).

13. CIP RESOLUTIONS HELD OVER

08-212 Approve purchase order to Warner's Athletic Construction Co., LLC for artificial turf replacement system for Herndon-Sage Park; \$1,120,000.00 (sponsored by Councilmember Penn and Mayor Cheriogotis) (submitted by John Paine, Purchasing Dept.).

09-213 Transfer funds from Capital Improvement Fund Unallocated Projects to General Fund Account for the buildout of Mobile Sports Hall of Fame; \$500,000.00 (sponsored by City Council and Mayor Cheriogotis) (submitted by Donna Bryars, Accounting Dept.).

14. RESOLUTIONS HELD OVER

08-215 Approve purchase orders to Daphne Automotive, LLC for Toyota 4-Runner and Toyota Camry for MPD; \$77,057.79 (sponsored by Mayor Cheriogotis) (submitted by John Paine, Purchasing Dept.).

08-216 Approve purchase order to Fotokite US, LLC for 2 drone systems with cases for Gulf Coast Technology Center; \$98,006.00 (sponsored by Mayor Cheriogotis) (submitted by John Paine, Purchasing Dept.).

08-217 Approve purchase order to Long Lewis Ford of the Shoals, Inc. for Ford Expedition for Motor Pool; \$58,898.50 (sponsored by Mayor Cheriogotis) (submitted by John Paine, Purchasing Dept.).

31-219 Amend Resolution 31-1001, adopted on July 29, 2025, to change the local match requirement to \$1,267,980.00 (sponsored by Mayor Cheriogotis) (submitted by Curtis Graves, Public Safety Dept.).

37-220 Consider the application of Favor Residential Care for a Certificate of Public Convenience and Necessity to operate a shuttle service.

15. ORDINANCES BEING INTRODUCED

14-012 Amend Section 14-3 of the Mobile Municipal Code to authorize settlements in an amount under \$15,000.00 (sponsored by Mayor Cheriogotis) (submitted by Ricardo Woods, City Attorney).

16. CONSENT RESOLUTIONS BEING INTRODUCED

58-221 Assess costs for removal of weeds, Weed Lien Group 1671.

60-222 Determine an appropriation to Kailyn's Kloset for College serves a public

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

17. CIP RESOLUTIONS BEING INTRODUCED

08-223 Approve purchase order to Ascendant Strategy Management Group, LLC for 1-year subscription to ClearPoint Capital Project Management and Reporting Software; \$15,000.00 (sponsored by Mayor Cheriogotis) (submitted by John Paine, Purchasing Dept.).

18. RESOLUTIONS BEING INTRODUCED

08-224 Approve purchase order to A & D Cromwell Concrete & Construction, LLC for storm drainage vegetation and debris removal, Center St. to Springhill Ave.; \$24,928.00 (sponsored by Mayor Cheriogotis) (submitted by John Paine, Purchasing Dept.).

08-225 Approve purchase order to Alabama Poolworks, LLC for swimming pool chemicals for MPRD; \$20,638.62 (sponsored by Mayor Cheriogotis) (submitted by John Paine, Purchasing Dept.).

08-226 Approve purchase order to Best Price Services, LLC for storm drainage vegetation and debris removal, Ralston Rd. to Airport Blvd.; \$18,000.00 (sponsored by Mayor Cheriogotis) (submitted by John Paine, Purchasing Dept.).

08-227 Approve purchase order to Enterprise Rent-A-Car for rental of passenger vans for Mardi Gras support; \$16,414.64 (sponsored by Mayor Cheriogotis) (submitted by John Paine, Purchasing Dept.).

08-228 Approve purchase order to J J Quality Homes, LLC for storm drainage vegetation debris removal, 132 E. I-65 Service Rd., N. to 104 E. I-65 Service Rd., N.; \$22,230.00 (sponsored by Mayor Cheriogotis) (submitted by John Paine, Purchasing Dept.).

08-229 Approve purchase order to Major League Landscaping, LLC for storm drainage vegetation debris removal, 38 Westhaven Dr., S. to 5913 Westhaven Dr., S.; \$18,771.95 (sponsored by Mayor Cheriogotis) (submitted by John Paine, Purchasing Dept.).

09-230 Transfer funds from Capital Reserves to HVAC Maintenance & Repairs for various City facilities Contract amendment with Goram Air Conditioning Company; \$300,000.00 (sponsored by Mayor Cheriogotis) (submitted by Donna Bryars, Finance

Dept. & Carleen Stout-Clark, REAM Dept.).

13-231 Authorize change order #1 with Thompson Engineering, Inc. for City Wide Bridge Inspection (2026 Cycle); \$130,000.00 increase (sponsored by Mayor Cheriogotis) (submitted by John Forrester, Engineering Dept.).

21-232 Authorize Contract with Anderson Dulaney to teach tennis lessons at Mobile Tennis Center; NTE \$80,000.00 per year (sponsored by Mayor Cheriogotis) (submitted by Shonnda Smith, Parks & Rec. Dept.).

21-233 Authorize Contract with Stephen Eaker to teach tennis lessons at Mobile Tennis Center; NTE \$80,000.00 per year (sponsored by Mayor Cheriogotis) (submitted by Shonnda Smith, Parks & Rec. Dept.).

21-234 Authorize Contract with Claudia Simmons to teach tennis lessons at Mobile Tennis Center; NTE \$80,000.00 per year (sponsored by Mayor Cheriogotis) (submitted by Shonnda Smith, Parks & Rec. Dept.).

21-235 Authorize Contract with Henderson Building Solutions, LLC for independent commissioning services for Mobile Arena project; \$294,460.00 (sponsored by Mayor Cheriogotis) (submitted by Carleen Stout-Clark, REAM Dept.).

21-236 Authorize Contract with Mobile Sports Hall of Fame, Inc. for technology integration and facility build-out services for interactive visitor experience; \$500,000.00 (sponsored by City Council and Mayor Cheriogotis) (submitted by Donna Bryars, Finance Dept.).

21-237 Authorize Contract with Thompson Engineering, Inc. for Mobile River Fender System Replacement; \$250,000.00 (sponsored by Councilmember Ingram and Mayor Cheriogotis) (submitted by John Forrester, Engineering Dept.).

25-238 Grant a Permanent Drainage Easement, Permanent Utility Easement, and/or a Permanent Drainage Easement with Temporary Construction Easement Agreement for tracts of land for the CIP Woodcock Creek, West Branch Drainage Improvements project (sponsored by Councilmember Penn and Mayor Cheriogotis) (submitted by Carleen Stout-Clark, REAM Dept. and John Forrester, Engineering Dept.).

31-239 Adopt the CDBG, ESG, and HOME PY 2026-27 Action Plan (sponsored by Councilmember Penn and Mayor Cheriogotis) (submitted by James Roberts CHD Dept.).

60-240 Authorize Release of Claims and Settlement Agreement; Christian (sponsored

by Mayor Cheriogotis) (submitted by Ricardo Woods, City Attorney).

60-241 Authorize Release of Claims and Settlement Agreement; Reed (sponsored by Mayor Cheriogotis) (submitted by Ricardo Woods, City Attorney).

19. 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: Maura Mandyck

PLEASE PRINT ALL INFORMATION

Home Phone Number: N/A Cell Number: (706) 201-1201

Organization (if applicable): Indivisible Mobile

Mailing Address of Applicant: 2756 Brevard Dr. Mobile, AL 36606

Telephone No.: (706) 201-1201 E-mail address: mbmandyck@gmail.com

Location or address of event where amplification will be used: Cathedral Square, 300 Conti St., Mobile, AL 36602

Date of Event: 03/07/2026 Starting Time: 3:00 p.m. Ending Time: 4:30 p.m.
(NOTE: In residential areas, cannot go beyond 10:00 p.m.)

Type of Event: Political Rally

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: Isaiah 53 Holiness Church

PLEASE PRINT ALL INFORMATION

Home Phone Number: _____ Cell Number: 251-656-1260

Organization (if applicable) _____

Mailing Address of Applicant 4203 Moffet Rd

Telephone No. 251-656-1260 E-mail address eervin2012@yahoo.com

Location or address of event where amplification will be used:

Lyons Park

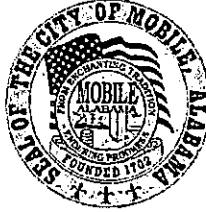
Date of Event: 3/14/26 Starting Time: 12:00pm Ending Time 5:00pm
(NOTE: In residential areas, cannot go beyond 10:00 p.m.)

Type of Event: Street Meeting

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

Music containing obscene language or profanity is prohibited

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Name of Applicant: John Thompson

PLEASE PRINT ALL INFORMATION

Home Phone Number: 251 401 4688 Cell Number: 251 401 4688

Organization (if applicable) Callaghans IRISH SOCIAL CLUB

Mailing Address of Applicant 261 Levent ST Mobile AL 36607

Telephone No. _____ E-mail address CALLAGHANSinMOBILE@

Location or address of event where amplification will be used:

250 MARINE ST, CORNER OF CHARLESTON & MARINE

Date of Event: 3/14/26 Starting Time: 12 PM Ending Time 10 PM

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

Type of Event: ST PATRICKS Street Party

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

Music containing obscene language or profanity is prohibited

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

P. O. Box 1827 Mobile, AL 36633

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Name of Applicant: Corlem, LLC dba O'Dalys Irish Pub

PLEASE PRINT ALL INFORMATION

Home Phone Number: 205-253-6224 Cell Number: 251-401-6214

Organization (if applicable) _____

Mailing Address of Applicant 564 Dauphin St Mobile, AL 36602

Telephone No. 205-253-6224 E-mail address Kelsey@odalysirishpub.com

Location or address of event where amplification will be used:

564 Dauphin St Mobile, AL 36602

Date of Event: 03/14/2026 Starting Time: 9PM Ending Time 12 AM

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

Type of Event: Saint Patricks day celebration to include outdoor music

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

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Name of Applicant: Corlem, LLC dba O'Dalys Irish Pub

PLEASE PRINT ALL INFORMATION

Home Phone Number: 205-253-6224 Cell Number: 251-401-6214

Organization (if applicable) _____

Mailing Address of Applicant 564 Dauphin St Mobile, AL 36602

Telephone No. 205-253-6224 E-mail address Kelsey@odalysirishpub.com

Location or address of event where amplification will be used:

564 Dauphin St Mobile, AL 36602

Date of Event: 03/17/2026 Starting Time: 9PM Ending Time 12 AM

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

Type of Event: Saint Patricks day celebration to include outdoor music

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

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Name of Applicant: Lenice Emanuel

PLEASE PRINT ALL INFORMATION

Home Phone Number: _____ Cell Number: 251-648-5578

Organization (if applicable) _____

Mailing Address of Applicant Alabama Institute for Social Justice, 1738 Taliaferro Trail, Montgomery, AL 36117

Telephone No. 334-604-5027 E-mail address LEmanuel@ALISJ.org

Location or address of event where amplification will be used:

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

Date of Event: May 11, 2026 Starting Time: 11:30 AM Ending Time: 1:30 PM
(NOTE: In residential areas, cannot go beyond 10:00 p.m.)

Type of Event: Day Without Child Care

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

Music containing obscene language or profanity is prohibited

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Name of Applicant: Barbara D Davis

PLEASE PRINT ALL INFORMATION

Home Phone Number: _____ Cell Number: 251-421-1116

Organization (if applicable) Kappa Zeta Sigma Alumnae Chapter

Mailing Address of Applicant 562 Surrey St

Telephone No. 251-421-1116 E-mail address _____

Location or address of event where amplification will be used:

104 S. Royal Street Mobile, AL 36602

Date of Event: June 13, 2026 Starting Time: 12pm Ending Time 5pm
(NOTE: In residential areas, cannot go beyond 10:00 p.m.)

Type of Event: Family Fun Day

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
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Name of Applicant: Barbara D Davis

PLEASE PRINT ALL INFORMATION

Home Phone Number: _____ Cell Number: 251-421-1116

Organization (if applicable) _____

Mailing Address of Applicant 562 Surrey ST

Telephone No. _____ E-mail address barbaradavis0916@gmail.com

Location or address of event where amplification will be used:

Langan Park/Municipal Park 4901 Zeugker Blvd Mobile, AL 36608

Date of Event: April 25, 2026 Starting Time: 11:30am Ending Time: 4:30pm
(NOTE: In residential areas, cannot go beyond 10:00 p.m.)

Type of Event: NPHC Greek Weekend Picnic

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: Thursday, February 26, 2026 8:02:59 AM

From: cityofmobile@forms.dwdgo.net <cityofmobile@forms.dwdgo.net>
Sent: Thursday, February 26, 2026 8:02 AM
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: Cheryl and Adam Newman
Date To Address Council: 2026-03-02
Address: 8340 Sasanqua Cir null null
Email: cnewman42@gmail.com
Phone: 2513827731

Subject And Specific Questions: Support of Animal Services and their continued partnership with local rescues and non-profits to enhance Animal Welfare.

Pertain To City Business: Collaboration with Animal Services to raise awareness on volunteering, fostering and adoptions using our community as the resource. Educate the public on the process so they stay informed.

Signature: CHERYL L NEWMAN

Signature Verify: X

Agree: X

Date Submitted: 2026-02-26 08:02:16

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: Thursday, February 26, 2026 8:09:11 AM

From: cityofmobile@forms.dwdgo.net <cityofmobile@forms.dwdgo.net>
Sent: Thursday, February 26, 2026 8:08 AM
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: Brooke Whitehurst
Date To Address Council: 2026-03-02
Address: Grand Bay Wilmer Rd, Grand Bay AL
Email: brookewhitehurst88@gmail.com
Phone: 2518959098
Subject And Specific Questions: Support Animal Services and their continued partnership with rescues and non profits to enhance Animal Welrare
Pertain To City Business: Keep communicating and educating the public on processes and procedures and how to help animals in our area.
Signature: Brooke Whitehurst
Signature Verify: X
Agree: X
Date Submitted: 2026-02-26 08:08:49

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

RESOLUTION

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

Adopted:

City Clerk

Notice of Public Hearing for a Proposed Conditional Use Permit
for Property Located at 1356 Government Street,
120 Espejo Street, and 1356, 1358, and 1360 Conti Street

Pursuant to Resolution of the Mobile, Alabama City Council adopted **January 20, 2026**, a public hearing will be held on the **24th** day of **February, 2026**, at 10:30 a.m., to consider adoption of an ordinance for a proposed Conditional Use Permit for property located at 1356 Government Street, 120 Espejo Street, 1356, 1358, and 1360 Conti Street to allow expansion of a religious facility in an R-1, Single-Family Residential Suburban District.

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

Lisa C. Lambert
City Clerk

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

WHEREAS, a Conditional Use Permit application was filed on October 28, 2025, to allow expansion of a religious facility in an R-1, Single-Family Residential Urban District, to permit use of an off-site single-family dwelling as offices and meeting space, located at 1356 Government Street, 120 Espejo Street, and 1356, 1358 and 1360 Conti Street and described as follows:

COMMENCING AT THE NORTHEAST CORNER OF GOVERNMENT STREET (100' RIGHT-OF-WAY) AND ESPEJO STREET (50' RIGHT-OF-WAY), A 5/8-INCH REBAR FOUND; THENCE RUN NORTH 70 DEGREES 07 MINUTES 12 SECONDS EAST ALONG THE NORTH RIGHT-OF-WAY LINE OF GOVERNMENT STREET A DISTANCE OF 45.00 FEET TO THE POINT OF BEGINNING; THENCE RUN NORTH 01 DEGREES 22 MINUTES 54 SECONDS WEST A DISTANCE OF 261.69 FEET TO A POINT ON THE SOUTH RIGHT-OF-WAY LINE OF CONTI STREET (50' RIGHT-OF-WAY); THENCE RUN NORTH 70 DEGREES 07 MINUTES 12 SECONDS EAST AND ALONG THE SOUTH RIGHT-OF-WAY LINE OF CONTI STREET A DISTANCE OF 226.5 FEET TO A POINT; THENCE RUN SOUTH 02 DEGREES 40 MINUTES 20 SECONDS EAST A DISTANCE OF 259.79 FEET TO A POINT ON THE NORTH RIGHT-OF-WAY LINE OF GOVERNMENT STREET; THENCE RUN SOUTH 70 DEGREES 07 MINUTES 12 SECONDS WEST AND ALONG THE NORTH RIGHT-OF-WAY LINE OF GOVERNMENT STREET A DISTANCE OF 232.67 FEET TO THE POINT OF BEGINNING.

ALSO,

FROM THE SOUTHEAST INTERSECTION OF CONTI AND ESPEJO STREETS, RUN EASTWARDLY ALONG THE SOUTH LINE OF CONTI STREET 45 FEET TO A POINT; THENCE RUN SOUTHWARDLY AND PARALLEL WITH ESPEJO STREET 140 FEET, MORE OR LESS, TO THE NORTH LINE OF PROPERTY CONVEYED BY BERTHA WEBER AND HUSBAND TO EDWARD M. BARR AND JANICE W. BARR BY DEED DATED DECEMBER 31, 1953, AND RECORDED IN DEED BOOK 604, PAGE 180, OF THE RECORDS IN THE OFFICE OF THE JUDGE OF PROBATE, MOBILE COUNTY, ALABAMA, WHICH POINT IS 120 FEET NORTHWARDLY FROM THE NORTH LINE OF GOVERNMENT STREET; THENCE RUN WESTWARDLY ALONG THE NORTH LINE OF SAID BARR PROPERTY 45 FEET TO A POINT ON THE EAST LINE OF ESPEJO STREET, 120 FEET NORTH OF THE NORTH LINE OF GOVERNMENT STREET; THENCE RUN NORTHWARDLY ALONG THE EAST LINE OF ESPEJO STREET 140 FEET, MORE OR LESS, TO THE PLACE OF BEGINNING.

ALSO,

COMMENCING AT THE NORTHEAST CORNER OF GOVERNMENT AND ESPEJO STREETS, THENCE RUNNING EASTWARDLY 45 FEET ALONG GOVERNMENT STREET TO A POINT; THENCE RUNNING NORTHWARDLY PARALLEL WITH ESPEJO STREET 120 FEET TO A POINT; THENCE RUNNING WESTWARDLY 43 FEET 9 INCHES TO THE EAST LINE OF ESPEJO STREET; THENCE SOUTHWARDLY 120 FEET TO THE POINT OF BEGINNING, BEING IN BLOCK 1083 OF THE CITY OF MOBILE, LOT 1, MOBILE COUNTY, ALABAMA.

ALSO,

LOT NUMBER 3 IN SQUARE 1 OF THE ETHERIDGE TRACT; SAID LOT HAVING A FRONT OF 52 FEET 6 INCHES ON THE NORTH SIDE OF CONTI STREET, WITH A DEPTH OF 110 FEET, WITH THE SAME WIDTH IN REAR AS IN FRONT; SAID SQUARE 1 IS BOUNDED ON THE NORTH BY BROWN STREET, EAST BY BRADFORD AVENUE (FORMERLY NEW STREET), SOUTH BY CONTI STREET, AND WEST BY ESPEJO STREET; ALL IN ACCORDANCE WITH THE MAP OF SAID SUBDIVISION, RECORDED IN MAP BOOK 1, PAGE 1, OF THE PROBATE COURT RECORDS OF MOBILE COUNTY, ALABAMA.

ALSO,

THAT CERTAIN LOT OF LAND ON THE NORTH SIDE OF CONTI STREET BETWEEN ESPEJO AND NEW STREETS, KNOWN AS LOT NUMBER FOUR IN SQUARE NUMBER ONE OF THE ETHERIDGE TRACT, HAVING A FRONT OF FIFTY-TWO AND SIX-TWELFTHS FEET ON CONTI STREET AND A DEPTH NORTHWARDLY OF ONE HUNDRED TEN FEET, BEING THE SAME PROPERTY ACQUIRED BY HARRIET AND MANUEL MINOR FROM W. S. LEWIS IN 1886 BY DEED RECORDED IN MOBILE IN DEED BOOK 52 N.S., PAGE 626.

ALSO,

LOT 5 IN SQUARE 1 OF THE ETHERIDGE TRACT, AS PER MAP THEREOF MADE BY D. M. N. ROSS, COUNTY SURVEYOR, DATED APRIL 15, 1878, SAID LOT BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGINNING AT A POINT ON THE NORTH LINE OF CONTI STREET 227.5 FEET EAST OF THE NORTHEAST CORNER OF CONTI AND ESPEJO STREETS; THENCE RUN EAST ALONG THE NORTH LINE OF CONTI STREET A DISTANCE OF 52 FEET 6 INCHES TO A POINT; THENCE RUN NORTH AND AT RIGHT ANGLES TO CONTI STREET A DISTANCE OF 110 FEET TO A POINT; THENCE RUN WEST AND PARALLEL WITH THE NORTH LINE OF CONTI STREET A DISTANCE OF 52 FEET 6 INCHES TO A POINT; THENCE RUN SOUTH A DISTANCE OF 110 FEET TO THE NORTH LINE OF CONTI STREET AND THE POINT OF BEGINNING.

ALSO,

THAT CERTAIN PARCEL OF LAND LYING NORTH AND CONTIGUOUS TO LOTS 4 AND 5 IN SQUARE NO. 1 OF THE ETHERIDGE TRACT, BEGINNING AT THE NORTHWEST CORNER OF SAID LOT 4; THENCE RUNNING EAST ALONG THE SAID NORTH LINE OF LOTS 4 AND 5, 67 FEET, MORE OR LESS, TO A POINT; THENCE RUNNING NORTHEAST A DISTANCE OF 10 FEET, MORE OR LESS, TO A POINT BEING THE NORTHEAST CORNER OF LOT 25 OF THE ETHERIDGE TRACT; THENCE RUNNING WESTWARDLY ALONG THE NORTH LINE OF SAID LOT 25 A DISTANCE OF 75 FEET, MORE OR LESS, TO A POINT; THENCE RUN SOUTHWARDLY ALONG AN EXTENDED LINE BETWEEN LOTS 3 AND 4 A DISTANCE OF 40 FEET, MORE OR LESS, TO THE NORTHWEST CORNER OF LOT 4 AND THE POINT OF BEGINNING. SAID PARCEL HEREIN DESCRIBED BEING THE EASTERLY-MOST PART OF LOT 25 IN SQUARE NO. 1 OF THE ETHERIDGE TRACT.

ALSO,

BEGINNING AT AN IRON PIPE AT THE NORTHWEST CORNER OF CONTI AND ESPEJO STREETS; THENCE NORTHWARDLY ALONG THE WEST LINE OF ESPEJO STREET A DISTANCE OF 108 FEET TO AN IRON PIPE; THENCE, WITH AN INTERIOR ANGLE TO THE RIGHT OF 90 DEGREES 01 MINUTES 16 SECONDS, RUN WESTWARDLY A DISTANCE OF 125.8 FEET TO AN IRON PIPE; THENCE, WITH AN INTERIOR ANGLE TO THE RIGHT OF 88 DEGREES 57 MINUTES 54 SECONDS, RUN SOUTHWARDLY A DISTANCE OF 149.2 FEET TO AN IRON PIPE ON THE NORTH LINE OF CONTI STREET; THENCE, WITH AN INTERIOR ANGLE TO THE RIGHT OF 72 DEGREES 32 MINUTES 50 SECONDS, RUN NORTHEASTWARDLY ALONG SAID NORTH LINE A DISTANCE OF 129.85 FEET TO THE POINT OF

BEGINNING, BEING THE SAME PROPERTY RECORDED IN REAL PROPERTY BOOK 1754, PAGE 279, PROBATE COURT RECORDS OF MOBILE COUNTY, ALABAMA.

WHEREAS, the Planning Commission held a public hearing on the requested Conditional Use Permit on December 18, 2025, and recommended approval of the Conditional Use Permit subject to the following conditions:

1. Hours of operation limited to 10:00 AM to 4:00 PM Monday through Thursday, and 9:00 AM to 12:00 noon on Sundays;
2. Use limited to office and small group meetings;
3. Provision of a six-foot (6') high privacy fence along the North and West property lines, dropping to three feet (3') in height within the ten-foot (10') front yard setback;
4. Placement of a note on a revised site plan stating that any changes to the scope of operations or site plan may require additional review of a modified Conditional Use Permit request by the Planning Commission and approval by City Council;
5. Submittal to and approval by Planning and Zoning of a revised site plan prior to forwarding of the request for City Council hearing; and
6. Full compliance with all municipal codes and ordinances.

WHEREAS, the City Council finds that the Conditional Use Permit request:

1. Is consistent with all applicable requirements of this Chapter, including:
 - a. Any applicable development standards; and
 - b. Any applicable use regulations.
2. Is compatible with the character of the surrounding neighborhood;
3. Will not impede the orderly development and improvement of surrounding property; and
4. Will not adversely affect the health, safety or welfare of persons living or working in the surrounding neighborhood, or be more injurious to property or improvements in the neighborhood;
5. Is designed to provide ingress and egress that minimizes traffic hazards and traffic congestion on the public roads;
6. Is designed to minimize the impact on storm water facilities;
7. Will be adequately served by water and sanitary sewer services; and
8. Is not noxious or offensive by reason of emissions, vibration, noise, odor, dust, smoke or gas.

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

Section One: That the Conditional Use Permit is hereby approved with the following required conditions:

1. Hours of operation limited to 10:00 AM to 4:00 PM Monday through Thursday, and 9:00 AM to 12:00 noon on Sundays;
2. Use limited to office and small group meetings;
3. Provision of a six-foot (6') high privacy fence along the North and West property lines, dropping to three feet (3') in height within the ten-foot (10') front yard setback;
4. Placement of a note on a revised site plan stating that any changes to the scope of operations or site plan may require additional review of a modified Conditional Use Permit request by the Planning Commission and approval by City Council;
5. Submittal to and approval by Planning and Zoning of a revised site plan prior to forwarding of the request for City Council hearing; and
6. Full compliance with all municipal codes and ordinances.

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

NOTICE OF HEARING OF PROPOSED AMENDMENT TO THE UNIFIED DEVELOPMENT CODE

Notice is hereby given that the Mobile City Council proposes to consider the adoption of the below synopsisized amendment to the Ordinance adopted on the 12th day of July, 2022, and known as the "Unified Development Code". The adoption of such amendment will be considered by the Mobile City Council in the Auditorium of the Government Plaza in Mobile, Alabama on the 24th day of February, 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 Unified Development Code

The proposed amendment to the Unified Development Code was published in full on the 28th day of January, 2026 in the Lagniappe.

The proposed amendment to the Unified Development Code concerns the property within the City of Mobile, located at 1356 Government Street, 120 Espejo Street, and 1356, 1358 and 1360 Conti Street.

The proposed amendment will approve a Conditional Use Permit. The owner of said property has applied for a Conditional Use Permit to allow expansion of a religious facility in an R-1, Single-Family Residential Urban District, to permit use of an off-site single-family dwelling as offices and meeting space. If approved, the Conditional Use Permit will allow expansion of a religious facility in an R-1, Single-Family Residential Urban District, to permit use of an off-site single-family dwelling as offices and meeting space, subject to the following proposed conditions: 1. Hours of operation limited to 10:00 AM to 4:00 PM Monday through Thursday, and 9:00 AM to 12:00 noon on Sundays; 2. Use limited to office and small group meetings; 3. Provision of a six-foot (6') high privacy fence along the North and West property lines, dropping to three feet (3') in height within the ten-foot (10') front yard setback; 4. Placement of a note on a revised site plan stating that any changes to the scope of operations or site plan may require additional review of a modified Conditional Use Permit request by the Planning Commission and approval by City Council; 5. Submittal to and approval by Planning and Zoning of a revised site plan prior to forwarding of the request for City Council hearing; and 6. Full compliance with all municipal codes and ordinances.

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

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

WHEREAS, a Conditional Use Permit application was filed on October 28, 2025, to allow expansion of a religious facility in an R-1, Single-Family Residential Urban District, to permit use of an off-site single-family dwelling as offices and meeting space, located at 1356 Government Street, 120 Espejo Street, and 1356, 1358 and 1360 Conti Street and described as follows:

COMMENCING AT THE NORTHEAST CORNER OF GOVERNMENT STREET (100' RIGHT-OF-WAY) AND ESPEJO STREET (50' RIGHT-OF-WAY), A 5/8-INCH REBAR FOUND; THENCE RUN NORTH 70 DEGREES 07 MINUTES 12 SECONDS EAST ALONG THE NORTH RIGHT-OF-WAY LINE OF GOVERNMENT STREET A DISTANCE OF 45.00 FEET TO THE POINT OF BEGINNING; THENCE RUN NORTH 01 DEGREES 22 MINUTES 54 SECONDS WEST A DISTANCE OF 261.69 FEET TO A POINT ON THE SOUTH RIGHT-OF-WAY LINE OF CONTI STREET (50' RIGHT-OF-WAY); THENCE RUN NORTH 70 DEGREES 07 MINUTES 12 SECONDS EAST AND ALONG THE SOUTH RIGHT-OF-WAY LINE OF CONTI STREET A DISTANCE OF 226.5 FEET TO A POINT; THENCE RUN SOUTH 02 DEGREES 40 MINUTES 20 SECONDS EAST A DISTANCE OF 259.79 FEET TO A POINT ON THE NORTH RIGHT-OF-WAY LINE OF GOVERNMENT STREET; THENCE RUN SOUTH 70 DEGREES 07 MINUTES 12 SECONDS WEST AND ALONG THE NORTH RIGHT-OF-WAY LINE OF GOVERNMENT STREET A DISTANCE OF 232.67 FEET TO THE POINT OF BEGINNING.

ALSO,

FROM THE SOUTHEAST INTERSECTION OF CONTI AND ESPEJO STREETS, RUN EASTWARDLY ALONG THE SOUTH LINE OF CONTI STREET 45 FEET TO A POINT; THENCE RUN SOUTHWARDLY AND PARALLEL WITH ESPEJO STREET 140 FEET, MORE OR LESS, TO THE NORTH LINE OF PROPERTY CONVEYED BY BERTHA WEBER AND HUSBAND TO EDWARD M. BARR AND JANICE W. BARR BY DEED DATED DECEMBER 31, 1953, AND RECORDED IN DEED BOOK 604, PAGE 180, OF THE RECORDS IN THE OFFICE OF THE JUDGE OF PROBATE, MOBILE COUNTY, ALABAMA, WHICH POINT IS 120 FEET NORTHWARDLY FROM THE NORTH LINE OF GOVERNMENT STREET; THENCE RUN WESTWARDLY ALONG THE NORTH LINE OF SAID BARR PROPERTY 45 FEET TO A POINT ON THE EAST LINE OF ESPEJO STREET, 120 FEET NORTH OF THE NORTH LINE OF GOVERNMENT STREET; THENCE RUN NORTHWARDLY ALONG THE EAST

LINE OF ESPEJO STREET 140 FEET, MORE OR LESS, TO THE PLACE OF BEGINNING.

ALSO,

COMMENCING AT THE NORTHEAST CORNER OF GOVERNMENT AND ESPEJO STREETS, THENCE RUNNING EASTWARDLY 45 FEET ALONG GOVERNMENT STREET TO A POINT; THENCE RUNNING NORTHWARDLY PARALLEL WITH ESPEJO STREET 120 FEET TO A POINT; THENCE RUNNING WESTWARDLY 43 FEET 9 INCHES TO THE EAST LINE OF ESPEJO STREET; THENCE SOUTHWARDLY 120 FEET TO THE POINT OF BEGINNING, BEING IN BLOCK 1083 OF THE CITY OF MOBILE, LOT 1, MOBILE COUNTY, ALABAMA.

ALSO,

LOT NUMBER 3 IN SQUARE 1 OF THE ETHERIDGE TRACT; SAID LOT HAVING A FRONT OF 52 FEET 6 INCHES ON THE NORTH SIDE OF CONTI STREET, WITH A DEPTH OF 110 FEET, WITH THE SAME WIDTH IN REAR AS IN FRONT; SAID SQUARE 1 IS BOUNDED ON THE NORTH BY BROWN STREET, EAST BY BRADFORD AVENUE (FORMERLY NEW STREET), SOUTH BY CONTI STREET, AND WEST BY ESPEJO STREET; ALL IN ACCORDANCE WITH THE MAP OF SAID SUBDIVISION, RECORDED IN MAP BOOK 1, PAGE 1, OF THE PROBATE COURT RECORDS OF MOBILE COUNTY, ALABAMA.

ALSO,

THAT CERTAIN LOT OF LAND ON THE NORTH SIDE OF CONTI STREET BETWEEN ESPEJO AND NEW STREETS, KNOWN AS LOT NUMBER FOUR IN SQUARE NUMBER ONE OF THE ETHERIDGE TRACT, HAVING A FRONT OF FIFTY-TWO AND SIX-TWELFTHS FEET ON CONTI STREET AND A DEPTH NORTHWARDLY OF ONE HUNDRED TEN FEET, BEING THE SAME PROPERTY ACQUIRED BY HARRIET AND MANUEL MINOR FROM W. S. LEWIS IN 1886 BY DEED RECORDED IN MOBILE IN DEED BOOK 52 N.S., PAGE 626.

ALSO,

LOT 5 IN SQUARE 1 OF THE ETHERIDGE TRACT, AS PER MAP THEREOF MADE BY D. M. N. ROSS, COUNTY SURVEYOR, DATED APRIL 15, 1878, SAID LOT BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGINNING AT A POINT ON THE NORTH LINE OF CONTI STREET 227.5 FEET EAST OF THE NORTHEAST CORNER OF CONTI AND ESPEJO STREETS; THENCE RUN EAST ALONG THE NORTH LINE OF CONTI STREET A DISTANCE OF 52 FEET 6 INCHES TO A POINT; THENCE RUN

NORTH AND AT RIGHT ANGLES TO CONTI STREET A DISTANCE OF 110 FEET TO A POINT; THENCE RUN WEST AND PARALLEL WITH THE NORTH LINE OF CONTI STREET A DISTANCE OF 52 FEET 6 INCHES TO A POINT; THENCE RUN SOUTH A DISTANCE OF 110 FEET TO THE NORTH LINE OF CONTI STREET AND THE POINT OF BEGINNING.

ALSO,

THAT CERTAIN PARCEL OF LAND LYING NORTH AND CONTIGUOUS TO LOTS 4 AND 5 IN SQUARE NO. 1 OF THE ETHERIDGE TRACT, BEGINNING AT THE NORTHWEST CORNER OF SAID LOT 4; THENCE RUNNING EAST ALONG THE SAID NORTH LINE OF LOTS 4 AND 5, 67 FEET, MORE OR LESS, TO A POINT; THENCE RUNNING NORTHEAST A DISTANCE OF 10 FEET, MORE OR LESS, TO A POINT BEING THE NORTHEAST CORNER OF LOT 25 OF THE ETHERIDGE TRACT; THENCE RUNNING WESTWARDLY ALONG THE NORTH LINE OF SAID LOT 25 A DISTANCE OF 75 FEET, MORE OR LESS, TO A POINT; THENCE RUN SOUTHWARDLY ALONG AN EXTENDED LINE BETWEEN LOTS 3 AND 4 A DISTANCE OF 40 FEET, MORE OR LESS, TO THE NORTHWEST CORNER OF LOT 4 AND THE POINT OF BEGINNING. SAID PARCEL HEREIN DESCRIBED BEING THE EASTERLY-MOST PART OF LOT 25 IN SQUARE NO. 1 OF THE ETHERIDGE TRACT.

ALSO,

BEGINNING AT AN IRON PIPE AT THE NORTHWEST CORNER OF CONTI AND ESPEJO STREETS; THENCE NORTHWARDLY ALONG THE WEST LINE OF ESPEJO STREET A DISTANCE OF 108 FEET TO AN IRON PIPE; THENCE, WITH AN INTERIOR ANGLE TO THE RIGHT OF 90 DEGREES 01 MINUTES 16 SECONDS, RUN WESTWARDLY A DISTANCE OF 125.8 FEET TO AN IRON PIPE; THENCE, WITH AN INTERIOR ANGLE TO THE RIGHT OF 88 DEGREES 57 MINUTES 54 SECONDS, RUN SOUTHWARDLY A DISTANCE OF 149.2 FEET TO AN IRON PIPE ON THE NORTH LINE OF CONTI STREET; THENCE, WITH AN INTERIOR ANGLE TO THE RIGHT OF 72 DEGREES 32 MINUTES 50 SECONDS, RUN NORTHEASTWARDLY ALONG SAID NORTH LINE A DISTANCE OF 129.85 FEET TO THE POINT OF BEGINNING, BEING THE SAME PROPERTY RECORDED IN REAL PROPERTY BOOK 1754, PAGE 279, PROBATE COURT RECORDS OF MOBILE COUNTY, ALABAMA.

WHEREAS, the Planning Commission held a **public hearing** on the requested Conditional Use Permit on **December 18, 2025**, and recommended approval of the Conditional Use Permit subject to the following conditions:

1. Hours of operation limited to 10:00 AM to 4:00 PM Monday through Thursday, and 9:00 AM to 12:00 noon on Sundays;
2. Use limited to office and small group meetings;

3. Provision of a six-foot (6') high privacy fence along the North and West property lines, dropping to three feet (3') in height within the ten-foot (10') front yard setback;
4. Placement of a note on a revised site plan stating that any changes to the scope of operations or site plan may require additional review of a modified Conditional Use Permit request by the Planning Commission and approval by City Council;
5. Submittal to and approval by Planning and Zoning of a revised site plan prior to forwarding of the request for City Council hearing; and
6. Full compliance with all municipal codes and ordinances.

WHEREAS, the City Council finds that the Conditional Use Permit request:

1. Is consistent with all applicable requirements of this Chapter, including:
 - a. Any applicable development standards; and
 - b. Any applicable use regulations.
2. Is compatible with the character of the surrounding neighborhood;
3. Will not impede the orderly development and improvement of surrounding property; and
4. Will not adversely affect the health, safety or welfare of persons living or working in the surrounding neighborhood, or be more injurious to property or improvements in the neighborhood;
5. Is designed to provide ingress and egress that minimizes traffic hazards and traffic congestion on the public roads;
6. Is designed to minimize the impact on storm water facilities;
7. Will be adequately served by water and sanitary sewer services; and
8. Is not noxious or offensive by reason of emissions, vibration, noise, odor, dust, smoke or gas.

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

Section One: That the Conditional Use Permit is hereby approved with the following required conditions:

1. Hours of operation limited to 10:00 AM to 4:00 PM Monday through Thursday, and 9:00 AM to 12:00 noon on Sundays;
2. Use limited to office and small group meetings;
3. Provision of a six-foot (6') high privacy fence along the North and West property lines, dropping to three feet (3') in height within the ten-foot (10') front yard setback;
4. Placement of a note on a revised site plan stating that any changes to the scope of operations or site plan may require additional review of a modified Conditional Use Permit request by the Planning Commission and approval by City Council;

5. Submittal to and approval by Planning and Zoning of a revised site plan prior to forwarding of the request for City Council hearing; and
6. 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

**Reverend Wayne Miller, Grace Lutheran Church
1356 Government Street, 120 Espejo Street, and 1356, 1358 and 1360 Conti Street
Council District 2
Samantha Ingram**



THE CITY OF MOBILE, AL
Planning & Zoning Department

MOBILE CITY PLANNING COMMISSION

January 14, 2026
City Council
Mobile Government Plaza
Mobile, Alabama 36644

Dear Council Members:

The Mobile City Planning Commission at its meeting on **December 18, 2025**, considered the request of **Reverend Wayne Miller, Grace Lutheran Church**, for a Conditional Use Permit approval **to allow expansion of a religious facility in an R-1, Single-Family Residential Urban District, to permit use of an off-site single-family dwelling as offices and meeting space**, for the property located at **1356 Government Street, 120 Espejo Street, and 1356, 1358 and 1360 Conti Street**.

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

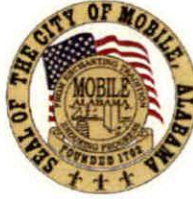
1. Hours of operation limited to 10:00 AM to 4:00 PM Monday through Thursday, and 9:00 AM to 12:00 noon on Sundays;
2. Use limited to office and small group meetings;
3. Provision of a six-foot (6') high privacy fence along the North and West property lines, dropping to three feet (3') in height within the ten-foot (10') front yard setback;
4. Placement of a note on a revised site plan stating that any changes to the scope of operations or site plan may require additional review of a modified Conditional Use Permit request by the Planning Commission and approval by City Council;
5. Submittal to and approval by Planning and Zoning of a revised site plan prior to forwarding of the request for City Council hearing; and
6. Full compliance with all municipal codes and ordinances.

Copies of the application and reports are attached.

Sincerely,

Stephen Guthrie
Deputy Director, Planning & Zoning Department

maf
Attachments



THE CITY OF MOBILE, ALABAMA
MOBILE CITY PLANNING COMMISSION

REVISED LETTER OF DECISION

January 9, 2026

Grace Lutheran Church
Reverend Wayne Miller
1356 Government Street
Mobile, Alabama 36604

Re: 1356 Government Street & 120 Espejo Street
ZON-CUP-003506-2025
Reverend Wayne Miller, Grace Lutheran Church
District 2

Conditional Use Permit approval to allow expansion of a religious facility in an R-1, Single-Family Residential Urban District, to permit use of an off-site single-family dwelling as offices and meeting space.

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

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

After discussion, the Planning Commission determined the following Findings of Fact to support approval of the Conditional Use Permit:

1. The request is consistent with all applicable requirements of this Chapter, including:
 - (a) Any applicable development standards; and
 - (b) Any applicable use regulations.
2. The request is compatible with the character of the surrounding neighborhood;
3. The request will not impede the orderly development and improvement of surrounding property; and
4. Having considered the applicable factors, the request will not adversely affect the health, safety or welfare of persons living or working in the surrounding neighborhood, or be more injurious to property or improvements in the neighborhood.
5. The request is designed to provide ingress and egress that minimizes traffic hazards and traffic congestion on the public roads;
6. The request is designed to minimize the impact on storm water facilities;
7. The request will be adequately served by water and sanitary sewer services; and

8. The request is not noxious or offensive by reason of emissions, vibration, noise, odor, dust, smoke or gas.

After discussion the Planning Commission voted to recommend approval of the Conditional Use Permit to the City Council, subject to the following conditions:

1. Hours of operation limited to 10:00 AM to 4:00 PM Monday through Thursday, and 9:00 AM to 12:00 noon on Sundays;
2. Use limited to office and small group meetings;
3. Provision of a six-foot (6') high privacy fence along the North and West property lines, dropping to three feet (3') in height within the ten-foot (10') front yard setback;
4. Placement of a note on a revised site plan stating that any changes to the scope of operations or site plan may require additional review of a modified Conditional Use Permit request by the Planning Commission and approval by City Council;
5. Submittal to and approval by Planning and Zoning of a revised site plan prior to forwarding of the request for City Council hearing; and
6. Full compliance with all municipal codes and ordinances.

The advertising fee for this application is based on the current legal description is **\$766.08**. Upon receipt of this fee (check made out to the "City of Mobile"), your application will be forwarded to the City Clerk's office to be scheduled for public hearing by the City Council.

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

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

Sincerely,

MOBILE CITY PLANNING COMMISSION

Ms. Jennifer Denson, Secretary

By:



Stephen Guthrie

Deputy Director of Planning and Zoning

French, Michelle

To: erdmansurveying@gmail.com
Cc: Anderson, Logan; Whistler, Caldwell CW
Subject: Revised Letter of Decision for ZON-CUP-003506-2025 / 1356 Government St & 120 Espejo St, etc.
Attachments: 11 ZON-CUP-003506-2025 1356 Government St & 120 Espejo REVISED LOD.pdf

Good Morning Mr. Erdman,

Attached is the revised Letter of Decision from the December 18, 2025 Planning Commission meeting. Thank you for sending the updated legal descriptions for all the properties.

I am mailing a copy of the letter to Reverend Wayne Miller and it is posted on the website.

Michelle A. French

Secretary II
Planning & Zoning
michelle.french@cityofmobile.gov
(251) 208-7522

BUILD MOBILE



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:	Rev. Wayne Miller	
Firm:	Grace Lutheran Church	
Phone:	(251) 433-2749	
Email:	grace@gracelutheranmobile.com	
Address:	1356 Government St. Mobile, AL 36604	

Build Mobile, PO Box 1827, Mobile, Alabama 36633

For more information: www.BuildMobile.org | planning@cityofmobile.org | 251.208.5895

Visit our help window: Mobile Government Plaza, 205 Government Street, Third Floor South Tower
Monday, Tuesday, Thursday, Friday: 8 am – 3 pm; Wednesday: 8 am – 1 pm

	Owner	Design Professional
Name:	Grace Lutheran Church	
Firm:	Grace Lutheran Church	
Phone:	(251) 433-2749	
Email:	grace@gracelutheranmobile.com	
Address:	1356 Government Street, Mobile, AL 36604	

2. PROPERTY INFORMATION Attach a brief description of the property location, parcel number, and legal description.
 120 Espejo Street .34 Acre

Property Address 2910223001049.00 Key# 00904472 Property Area (acres or square feet)

Parcel Number(s) or Key Number(s) Residential Religious Facility
 Present Zoning or Transect District Proposed Zoning or Transect District (if applicable)

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

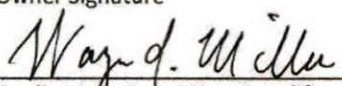
This requirement applies to any of the following applications:

- 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

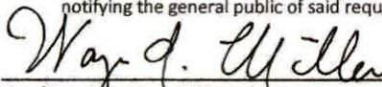
4. LABELS FOR NOTIFICATION Provide the names and complete addresses of owners of property lying within 300 feet of the property in this application, as shown by the latest assessment records of the Mobile County Revenue Commissioner's Office located in the plat and map room. ALL property ownership information 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

 Applicant or Agent Signature (if applicable)

Date
 11-17-2025
 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

11-17-2025
 Date



Corporate Letter of Authorization

I, Debroah Milling (President of Congregation), give authority for the following person(s) to execute all documents and activities (including but not limited to: submitting and signing for associated applications for consideration by the Mobile City Planning Commission and/or Board of Zoning Adjustment) with the City of Mobile Planning & Zoning Department, on behalf of Grace Lutheran Church, a corporation for the property located within the city limits of Mobile, Alabama at 1336 Government Street Mobile Al. 36604-2008.

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

Rev. Wayne Miller

Designee (1)

Designee (2)

grace@graceluthernanmobile.com

Email

Email

251-433-2749

Phone Number

Phone Number

Deborah Milling
Signature of Company Owner

PRESIDENT OF CONGREGATION
GRACE LUTHERAN CHURCH

Date

Grace Lutheran Church (ZON-CUP-003506-2025)

From Anderson, Logan <dlogananderson@cityofmobile.org>

Date Fri 10/10/2025 8:59 AM

To grace@gracelutheranmobile.com <grace@gracelutheranmobile.com>

Cc Walley, Samara <samara.walley@cityofmobile.org>; Aamoth, Victoria <victoria.aamoth@cityofmobile.org>

 2 attachments (325 KB)

Property Owner List for GLC.pdf; PZOwnerandCorporateLetterofAuthorization-Fillable.pdf;

Good Morning,

We have completed our initial review of the above-referenced Conditional Use Permit (CUP) application. Before the application can be deemed complete and scheduled for consideration by the Planning Commission, the following items must be addressed:

1. Owner Authorization A:

The application was signed by *Mr. Wayne Miller*; however, we are unable to verify his affiliation with Grace Lutheran Church. Please provide one of the following to satisfy this requirement:

- An authorization letter issued by Grace Lutheran Church explicitly authorizing Mr. Miller to act on its behalf; **or**
- Documentation confirming that Mr. Miller is an officer or authorized agent of Grace Lutheran Church.

2. Owner Authorization B:

The owners of 120 Espejo Street are listed as *Ryan and Christina Swindall*. Accordingly, we will need authorization from one of the property owners, either in the form of:

- A notarized letter explicitly authorizing Mr. Miller or Grace Lutheran Church to act on their behalf; **or**
- A completed owner authorization form (attached).

3. Notification Labels:

Notification labels must be provided for **all property owners within 300 feet** of both subject properties. The submitted document includes 22 properties, but staff's preliminary review identified at least 54 qualifying properties (see attached property owner list). Please revise and resubmit the notification labels using a standard **Avery mailing label template**, ensuring all eligible property owners are included in accordance with the applicable requirements.

4. Neighborhood Meeting Documentation:

Complete and compliant Neighborhood Meeting documentation must be submitted to the

Planning and Zoning Department **by 4:30 PM on Wednesday, November 5, 2025.**

Note: If the meeting has not yet occurred, please provide at minimum:

- The **date, time, and location** of the scheduled meeting; and
- A **list of all property owners** within 300 feet of both subject sites who will receive meeting notice.

5. Site Plan Requirements:

Please submit a site plan that meets all applicable requirements of **Article 10 of the Unified Development Code (pages 6–7).**

- Aerial photographs and hand-drawn plot plans are **not acceptable.**

6. DWG File Submission:

Please have your surveyor submit the **DWG AutoCAD file** for the site plan directly to our GIS staff. For your convenience, Tori has been copied on this message.

7. Legal Descriptions:

Complete **legal descriptions** of both subject properties (prepared by a licensed surveyor) are required to calculate City Council advertising fees. Following the Planning Commission's recommendation, these descriptions must be submitted to the Planning and Zoning Department for review before the application can proceed to the City Council for final consideration.

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

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

Important:

If the required Neighborhood Meeting documentation is not received by **November 5, 2025**, the application will be held over. A new Neighborhood Meeting may be required if the documentation does not comply with submittal deadlines.

Regards,

Logan Anderson

Principal Planner

Build Mobile

dlogananderson@cityofmobile.org

(251) 208-5895



Reverend Wayne Miller, Grace Lutheran Church (ZON-CUP-003506-2025)

From: Anderson, Logan <dlogananderson@cityofmobile.org>

Date: Mon 11/17/2025 12:27 PM

To: Craig Erdman <erdmansurveying@gmail.com>

Cc: Aamoth, Victoria <victoria.aamoth@cityofmobile.org>; Walley, Samara <samara.walley@cityofmobile.org>

 1 attachment (405 KB)

Cover Sheet.pdf;

Mr. Erdman,

We have completed our review of the above-referenced Conditional Use Permit application and determined that it is **partially 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. **Neighborhood Meeting Documentation:** Please fill out and sign the attached cover sheet/checklist. All other Neighborhood Meeting items are accounted for; we simply need this last sheet.
2. **Legal Description:** Will you please provide copies of the legal descriptions provided on the site plan in a Word Document? Following the Planning Commission's recommendation, these legal descriptions must be submitted to the Planning and Zoning Department for review before the application can proceed to the City Council for final consideration.
3. **DWG File Submission:** If you have not already done so, please submit the **DWG AutoCAD file** for the conceptual plan to our GIS staff. For your convenience, **Tori** has been copied on this message.

If the application fees are paid **by noon on Wednesday, November 19, 2025**, the case will be scheduled for the **December 18, 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





City of Mobile · Planning & Zoning
Neighborhood Meeting Cover Sheet

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

Date of Submittal: 11-17-2025

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: 11-13-2025

Neighborhood Meeting Time: 5:00 P.M. - 6:00 P.M.

Neighborhood Meeting Location: 1356 GOVERNMENT STREET
MOBILE AL 36604

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: Wayne Miller
(First Name & Last Name)

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

X W. Miller Date: 11-17-2025

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.

Notice of Neighborhood Meeting

Date of Notice: October 22, 2025

Dear Property Owner(s):

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

Conditional Use Permit approval to allow use of the property located at **120 Espejo Street** as offices and meeting rooms for Grace Lutheran Church.

The Neighborhood Meeting will be held at the following time, date, and location:

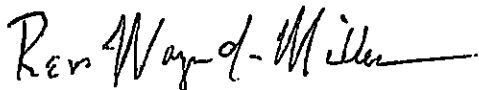
Thursday, November 13, 2025

5:00 p.m.

At Grace Lutheran Church, 1356 Government Street, Mobile, AL 36604

You are receiving this notice because your property is located within 300 feet of 120 Espejo Street and/or 1356 Government Street, in compliance with the notification requirements of Article 5 of the city's Unified Development Code (UDC). You or your agent are invited to attend the Neighborhood Meeting to learn more about the above-referenced application, ask questions, and present your views.

Sincerely,



Rev. Wayne J. Miller, Pastor



Mrs. Deborah Milling, Congregational President

Grace Lutheran Church
1356 Government Street
Mobile, AL 36604
grace@gracelutheranmobile.com

NEIGHBORHOOD MEETING NOTICE

For Planning Commission Application

Request: Conditional Use Permit

Applicant: Grace Lutheran Church

Phone#: 251-433-2749

Meeting Date: November 13, 2025

Meeting Time: 5:00 pm

Meeting Location: Grace Lutheran

1356 Government St. Mobile, AL 36604



NEIGHBORHOOD MEETING NOTICE
For Planning Commission Application
Request: Conditional Use Permit
Applicant: Grace Lutheran Church
Phone#: 251-433-2749
Meeting Date: November 13, 2025
Meeting Time: 5:00 pm
Meeting Location: Grace Lutheran
1356 Government St. Mobile, AL 36604

NAME	MAIL_ADDR1	MAIL_ADDR2	MAIL_CITY	MAIL_STAT	MAIL_ZIP
ACLM LLC	PO BOX 6752		MOBILE	AL	36680
ALLEN ROBERT SPENCER JR	79 S LAFAYETTE ST		MOBILE	AL	36604
ANTHONY D DARRELL & DEBORAH G	1212 GOVERNMENT ST		MOBILE	AL	36604
ARNOLD KARRIE & DEVEN ARNOLD	108 BRADFORD AVE		MOBILE	AL	36604
BISHOP MURPHY D II	1410 GOVERNMENT ST		MOBILE	AL	36604
BLACKWELL CARTLEDGE WEEDEN III	107 BREADFORD AVE		MOBILE	AL	36604
BLACKWELL CLARENCE VERNON JR	1408 CONTI ST		MOBILE	AL	36604
BROGAUX PROPERTIES LLC	2424 RIDGE RD	C/O KE ANDREWS	ROCKWALL	TX	75087
CHURCH HILL LLC	504 HIGHLAND WOODS DR W		MOBILE	AL	36608
COSTA LISA HYLTON	117 PARKER ST		MOBILE	AL	36604
DEES LAUREN LEIGH	118 PARKER ST		MOBILE	AL	36604
DEMOUY MARTIN JR	107 ESPEJO ST		MOBILE	AL	36604
DEMPSEY SONDRA	261 N JACKSON ST		MOBILE	AL	36603
FIRST LIGHT COMMUNITY OF MOBILE, INC	151 S ANN ST		MOBILE	AL	36604
GACA COMMERCIAL HOLDINGS ALABAMA LLC	1990 LAKESIDE PKWY STE 300		TUCKER	GA	30084
GOVERNMENT HOUSE APARTMENTS LLC LL INTERESTS MOBILE 01 LLC	250 CONGRESS ST		MOBILE	AL	36603
GRACE EVANGELICAL LUTHERAN	1356 GOVERNMENT ST		MOBILE	AL	36604
GUGGENBILLER KARL A & CONNIE C GUGGENBILLER	123 PARKER ST		MOBILE	AL	36604
HAMILTON MARTHA PILLANS C/O PALMER HAMILTON	11 N WATER STE 1200		MOBILE	AL	36602
HUA HANH PHUC & RODMESIA CLARKE	114 PARKER ST		MOBILE	AL	36604
HUNTER CLOVECE & VALERIA	108 PARKER ST		MOBILE	AL	36604
ISAAC NATALIE & DARRIN SCOTT ISAAC	114 ESPEJO ST		MOBILE	AL	36604
KCLS LLC	3207 MAGNOLIA ST STE 100		PASCAGOULA	MS	39567
KEGLEY KARLENE	73 LAFAYETTE ST S		MOBILE	AL	36604
LIVING WORD CHRISTIAN CENTER	1401 GOVERNMENT ST		MOBILE	AL	36604
MA FOODMART 1 LLC	1363 GOVERNMENT ST		MOBILE	AL	36604
MCCOY STEPHEN E C/O WALGREEN REAL ESTATE TAX DEPT	PO BOX 1159		DEERFIELD	IL	60015
MCDONALD COURTNEY GENE	75 LAFAYETTE ST S		MOBILE	AL	36604
MCDONALD HELEN DENISE	65 S LAFAYETTE ST		MOBILE	AL	36604
MCINTYRE LENNA LESTER & DAVID ERNEST MCINTYRE	116 ESPEJO ST		MOBILE	AL	36604
MECKS JOSEPH THADDIS JR	5404 SPRING DRIVE		MOBILE	AL	36693
MINOR GEORGIA ANN	2053 OLD SHELL RD		MOBILE	AL	36607
MITCHELL SILVERSTEIN, INC	PO BOX 2947		MOBILE	AL	36652
MIXON KYLE & DEBORAH	71 S LAFAYETTE ST		MOBILE	AL	36604
MONTGOMERY SUZANNE E	18172 S SECTION ST APT 4702		FAIRHOPE	AL	36532
PADGETT JOAN LANIER & WILLIAM CLINTON PADGETT	107 PARKER ST		MOBILE	AL	36604
PATTON ANNE M	1363 DAUPHIN ST		MOBILE	AL	36604
PELLETIER DANIEL	106 BRADFORD AVE		MOBILE	AL	36604
QUINSEY SAUNDRA	PO BOX 91067		MOBILE	AL	36691
RBC CENTURA BANK C/O INVOKE TAX PARTNERS	PO BOX 850		AURORA	OH	44202
REAL PROPERTY HOLDINGS LLC	6158 LOUISE PL W		MOBILE	AL	36609
ROGERS DARI L	1362 CONTI ST		MOBILE	AL	36604
ROMERO LENNA L	116 ESPEJO ST		MOBILE	AL	36604
SERVOLD KARI PETERSON	116 N LAFAYETTE ST		MOBILE	AL	36604
SMITH JEANNE D	110 ESPEJO ST		MOBILE	AL	36604
SMITH JOSHUA & JENNIFER	108 ESPEJO ST		MOBILE	AL	36604
STICKLER MARY JANE	646 KITFOX AVE		FAIRHOPE	AL	36532
SWINDALL RYAN HALL & CHRISTINA LOUP SWINDALL	109 GEORGIA ST S		MOBILE	AL	36604
TRESTLE LLC	PO BOX 6845		MOBILE	AL	36660
WATERS LESLIE M	106 ESPEJO ST		MOBILE	AL	36604
WEAVER WILLIE MAE C/O CHRISTOPHER WEAVER	110 PARKER ST		MOBILE	AL	36604
WELDY JOSEPH ALAN	116 PARKER ST		MOBILE	AL	36604
WILSON JEREMY R	69 S LAFAYETTE ST		MOBILE	AL	36604
WILSON ROBERT A & PRUDENCE M WILSON 1/2 INT UNDIV & ELIZABETH T WILSON 1/2 INT UNDIV	3750 WINFORD RD		MOBILE	AL	36619

Public Meeting

Conditional Use Permit

For

120 Espejo Street



Date: November 13, 2025

Time: 5:00 pm

Location: Grace Lutheran Church

1356 Government Street

Mobile Alabama 36604

Purpose

Obtain a Conditional Use Permit for the house located at 120 Espejo street. Currently the property is zoned as R-1: Single Family Residential. The conditional use permit will allow the use of a Religious Facility at the property. The City of Mobile requires a conditional use permit issued for a religious facility within a R-1 zoned area.

Use Category	R-A	R-1	R-2	R-3	R-5	H-B	B-1	T-B	LB-2	B-2	B-3	B-4	B-5	CW	MM	ML	MH	I-1	I-2
Recreational Facility, Accessory	A	A	A	A	A	A	A	A	A	A	A	A	A	A	A	A	A	A	A
Recreational Facility, Indoor																			
Recreational Facility, Outdoor or Major	S	S	S	S	S	S	S	S	S	S	S	S	S	S	S	S	S	S	S
Recreational Vehicle Park																			
Recycling Drop Off																			
Recycling Drop-Off Center	A	A	A	A	A	A	A	A	A	A	A	A	A	A	A	A	A	A	A
Recycling Plant																			
Recycling Transfer Station																			
Religious Facility	C	C	C	C	C	C	R	R	R	R	R	R	R	R	R	R	R	R	R
Remediation Services																			
Research and Development																			
Restaurant						R	R	R	R	R	R	R	R	R	R	R	R	R	R
Restaurant, Drive-In																			
Restaurant, Drive-Thru*																			
Retail, general < (less than) 60,000 sf																			
Retail, general > (greater than) 60,000 sf																			
Retirement Home or Elderly Housing																			
Rooming and Boarding																			
Seafood Processing																			
School (private)	C	C	C																
Self-Service Storage Facility																			
Shipyards/Dry Dock																			
Short-Term Rentals	C	C	C	C	C														
Snack or Beverage Bars																			

A	Accessory Use	C	Conditional Use	R	Allowed By Right	S	Special Exception
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Temporary Uses
Accessory Uses

Figure 1: Table 64-2-24.1 Use Table from the Mobile Unified Development Code.

Proposed Improvements

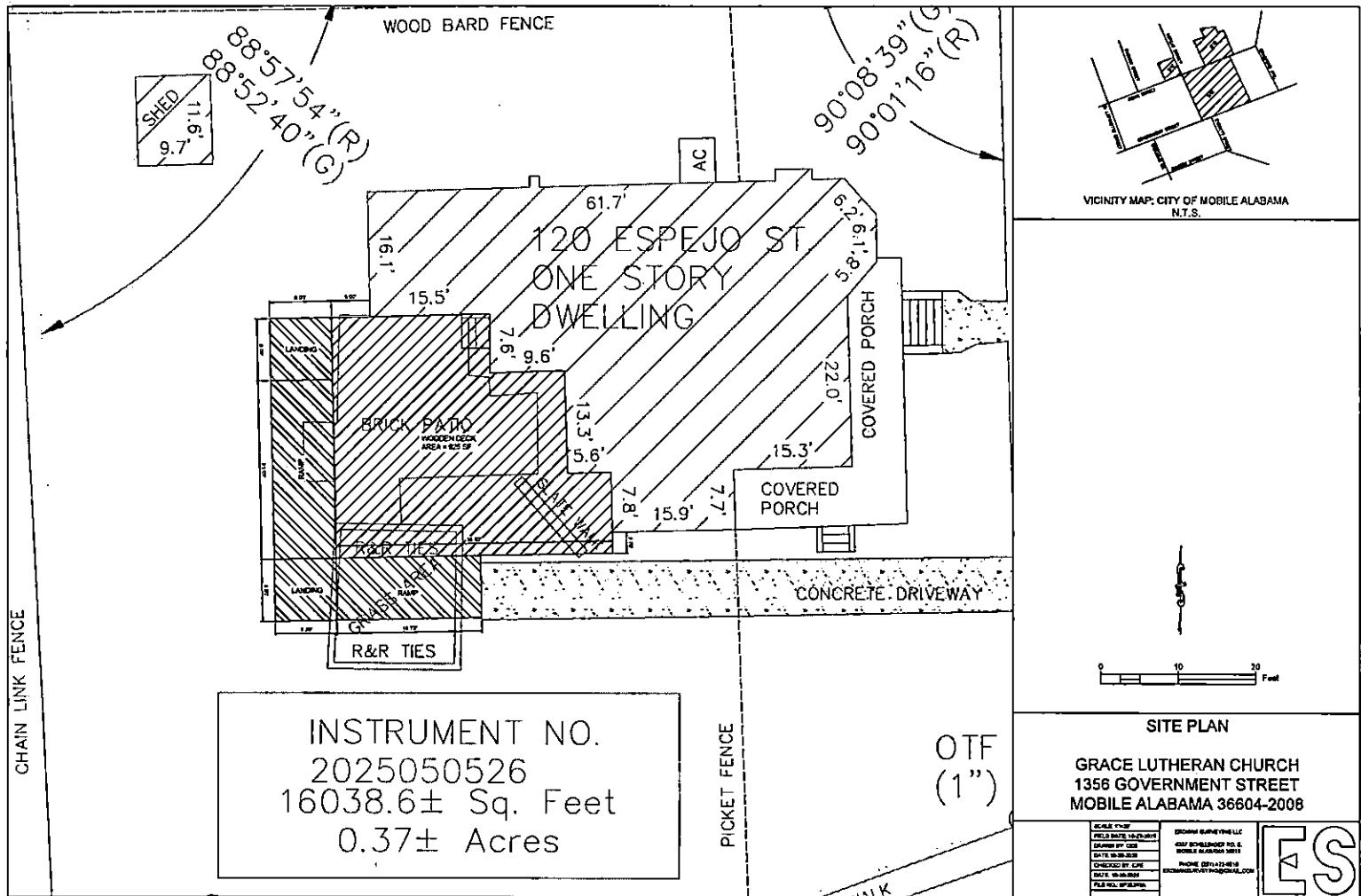
- **Deck /handicap ramp** – The deck is proposed to be a wooden deck with a handicap ramp to allow access to the building.
- **New Paint** – The house will be painted with the same color scheme as previously established.

Questions/Comments/Concerns

If you have additional questions, comments or concerns about the Conditional Use Permit after his meeting please reach out to:

Grace Lutheran Church
1356 Government Street
Mobile, AL 36604

Phone: 251-433-2749
Email: grace@gracelutheranmobile.com



**Neighborhood Meeting
120 Espejo Street
Mobile, AL 36604
City of Mobile
Conditional Use Permit
November 13, 2025**

Neighborhood Meeting Minutes

The meeting was called to order on November 13, 2025 at 5:00 pm. The meeting was held at Grace Lutheran Church, located adjacent to the property requesting the Conditional Use Permit. Those in attendance can be seen on the sign-in sheet.

Specifically, the Applicant (President and Pastor of the Church), Surveyor, Engineer, and church Secretary were in attendance to address any questions or concerns about the Conditional Use Permit and the development of the property.

A handout was provided to those in attendance to help facilitate any questions and comments and provide an aid for discussion. Also, contact information was provided in the handout if additional questions/concerns arise after the Neighborhood Meeting.

No questions about the development were voiced by those in attendance. Those in attendance voiced approval of the development and provided positive feedback regarding the use of the property.

The meeting was held for one (1) hour and the meeting was closed at 6:00 pm.

Public Meeting Sign-In Sheet
November 13, 2025

**120 Espejo Street
Mobile, AL 36604**

Grace Lutheran Church
Mobile, AL

[illegible]

PROPERTY DESCRIPTION:

Resolution from Client

Parcel A

Beginning at a point on the North line of Government Street, and running thence Eastwardly along the North line of Government Street 232 feet 8 inches more or less, to the West line of property of Mamie H. Turner, thence Northwardly and parallel with Bradford Avenue, formerly New Street, and along the West line of said property of Turner, to a point on the South side of Conti Street, thence Westwardly along the South side of Conti Street 226 feet 6 inches more or less, to a point which is 45 feet Eastwardly from the Southeast corner of Conti and Espejo Streets, thence Southwardly and parallel with Espejo Street to the place of beginning, said property being bounded on the North by Conti Street, on the East by property of Mamie H. Turner, on the South by Government Street, and on the West by property belonging to the Estate of Joseph N. McAleer, and the Estate of Dennis Cashin.

Real Property book 925 Page 487

From the Southeast intersection of Conti and Espejo Streets, run Eastwardly along the South line of Conti Street 45 feet to a point; thence run Southwardly and parallel with Espejo Street 140 feet more or less, to the North line of property conveyed by Bertha Weber and husband to Edward M. Barr and Janice W. Barr by deed dated 31st December 1953 and recorded in Deed Book 604, Page 180 of the records in the Office of the Judge of Probate, Mobile County, Alabama, which point is 120 feet Northwardly from the North line of Government Street; thence run Westwardly along the North line of said Barr property 45 feet to a point on the East line of Espejo Street 120 feet North of the North line of Government Street; thence run Northwardly along the East line of Espejo Street 140 feet more or less, to the place of beginning.

Real Property Book 3688 Page 695

Commencing at the Northeast corner of Government and Espejo Streets, thence running Eastwardly 45 feet on Government Street to a point, thence running Northwardly parallel with Espejo Street 120 feet to a point; thence running Westwardly 43 feet 9 inches to the East line of Espejo Street; thence Southwardly 120 feet to the point of beginning, being in block 1083 of the City of Mobile, Lot 1, Mobile County, Alabama.

Real Property Book 3515 Page 041

Lot Number 3 in Square 1 of the Etheridge Tract; said lot having a front of 52 feet 6 inches on the North side of Conti Street, with a depth of 110 feet, with the same width in rear as in front; said Square 1 is bounded on the North by Brown Street; East by Bradford Avenue (formerly

New Street); South by Conti Street and West by Espejo Street; all in accordance with the map of said subdivision; recorded in Map Book 1, Page 1 of the Probate court Records of Mobile County, Alabama.

Real Property Book 2809 Page 648

That certain lot of land on the North side of Conti Street between Espejo and New Streets, known as lot number four in square number one of the Etheridge Tract, having a front of fifty-two and six-twelfths feet on Conti Street and a depth Northwardly of one hundred and ten feet, being the same property acquired by Harriet and Manuel Minor from W. S. Lewis in 1886 by deed recorded in Mobile in Deed book 52 N.S. page 626.

Real Property Book 210 Page 699

Lot 5, in Square 1 of the Etheridge Tract as per map thereof made by D.M.N. Ross, County Surveyor, dated April 15, 1878, said lot being more particularly described as follows: Beginning at a point on the North line of Conti Street 227.5' East of the Northeast corner of Conti and Espejo Streets and run thence East along the North line of Conti Street a distance of 52 feet 6 inches to a point; thence run North and at right angle to Conti Street a distance of 110 feet to a point; thence run West and parallel with the North line of Conti Street a distance of 52 feet 6 inches to a point; thence run South a distance of 110 feet to the North line of Conti Street and the point of beginning.

Parcel R022910223001039.001 Key# 01962353

That certain parcel of land lying North and contiguous to Lots 4 and 5 in Square No. 1 of the Etheridge Tract, beginning at the Northwest corner of said Lot 4, thence running East along the said Northline of Lots 4 & 5 67 feet more or less, to a point, thence running Northeast a distance of 10 feet more or less, to a point being the Northeast corner of Lot 25 of Etheridge Tract, thence running Westwardly along the North line of said lot 25 a distance of 75 feet more or less, to a point, thence run Southwardly along an extended line between Lots 3 & 4 a distance of 40 feet more or less to the Northwest corner of Lot 4 and the point of beginning. Said parcel herein described being the Easterly most part of Lot 25 in Square No. 1 of the Etheridge Tract.

Instrument Number 2025050526

Beginning at an iron pipe at the Northwest corner of Conti and Espejo Streets, thence Northwardly along the West line of Espejo Street, a distance of 108 feet to an iron pipe; thence with an interior angle to the right of 90 degrees 01 minutes 16 seconds, run Westwardly a distance of 125.8 feet to an iron pipe; thence with an interior angle to the right of 88 degrees 57 minutes 54 seconds, run Southwardly a distance of 149.2 feet to an iron pipe on the Northline of Conti Street; thence with an interior angle to the right of 72 degrees 32 minutes 50 seconds

run Northeastwardly along said North line a distance of 129.85 feet to the point of beginning, being the same property recorded in Real Property Book 1754, Page 279, Probate Court records of Mobile County, Alabama.

Conditional Use Permit Description and Justification

The 120 Espejo Street residential home (caddy corner to Grace Lutheran Church on the northwest corner of Conti and Espejo) under a conditional use permit will be used by Grace Lutheran Church for private offices for the pastor and administration. The house will also be used as a meeting space for small group bible studies and board meetings. The home is approximately 2000 square feet. The house will only have 2 employees (Pastor and Secretary) and might see 10-15 members weekly. The hours of operation will be Monday through Thursday, 10:00 am - 4:00 pm and Sundays from 9:00 am - 12:00 noon.

Grace Lutheran Church has adequate parking already established on their church property. No additional parking or driveway space will be needed. Traffic flow will not be affected. Grace Lutheran Church desires to retain and restore this historical home in the Old Dauphin Way historical district and will comply with all ADA and city requirements. Grace Lutheran Church is the first and oldest Lutheran Church in the State of Alabama. For 158 years, Grace has served the city of Mobile and her surrounding communities. This home will better help us serve the neighborhood in contributing to safety and security as well as being a positive presence for our neighbors.

ATC27967

STATE OF ALABAMA

COUNTY OF MOBILE

WARRANTY DEED

KNOW ALL MEN BY THESE PRESENTS, that RYAN HALL SWINDALL and CHRISTINA LOUP SWINDALL, husband and wife, the GRANTORS, for and in consideration of the sum of TWO HUNDRED FORTY ONE THOUSAND AND 00/100 DOLLARS (\$241,000.00) and other good and valuable consideration hereby acknowledged to have been paid to the said GRANTORS by GRACE LUTHERAN CHURCH, the GRANTEE, do hereby GRANT, BARGAIN, SELL AND CONVEY unto the said GRANTEE, subject to the provisions hereinafter contained, all that real property in said County, State of Alabama described as follows, to-wit:

Beginning at an iron pipe at the Northwest corner of Conti and Espejo Streets, thence Northwardly along the West line of Espejo Street, a distance of 108 feet to an iron pipe; thence with an interior angle to the right of 90 degrees 01 minutes 16 seconds, run Westwardly a distance of 125.8 feet to an iron pipe; thence with an interior angle to the right of 88 degrees 57 minutes 54 seconds, run Southwardly a distance of 149.2 feet to an iron pipe on the North line of Conti Street; thence with an interior angle to the right of 72 degrees 32 minutes 50 seconds run Northeastwardly along said North line a distance of 129.85 feet to the point of beginning, being the same property recorded in Real Property Book 1754, Page 279, Probate Court records of Mobile County, Alabama.

Commonly known as: 120 Espejo Street, Mobile, AL 36604

THIS CONVEYANCE AND THE WARRANTIES HEREUNDER ARE SUBJECT TO THE FOLLOWING:

1. Any and all reservations, restrictions, easements, right of ways, covenants and/or encumbrances which may appear of record in the Probate Court Records.
2. Building setback lines, drainage and utility easements and restrictions as shown on the recorded plat of said subdivision.
3. Any portion of the subject property which may lie with in the right of way of Espejo Street.

TOGETHER WITH ALL AND SINGULAR the rights, privileges, tenements, hereditaments and appurtenances thereunto belonging, or in anywise appertaining; TO HAVE AND TO HOLD unto the said GRANTEE, and to the successors and assigns of said GRANTEE, in fee simple, FOREVER.

AND, except as to the above and taxes hereafter falling due, which are assumed by the GRANTEE, the GRANTORS, for GRANTORS and for the heirs and assigns of

GRANTORS, do hereby **COVENANT AND WARRANT** to and with the **GRANTEE**, and the successors and assigns of said **GRANTEE**, that **GRANTORS** are seized of an indefeasible estate in fee simple in and to said real property, and have a good and lawful right to sell and convey the same; that **GRANTORS** are in quiet and peaceable possession thereof; and that said real property is free and clear of all liens and encumbrances of every kind and nature whatsoever; and **GRANTORS** do hereby **WARRANT AND WILL FOREVER DEFEND** the title to said real property, and the possession thereof, unto the said **GRANTEE**, and the successors and assigns of said **GRANTEE**, against the lawful claims and demands of all persons whomsoever.

IN WITNESS WHEREOF, **GRANTORS** have set their hands and seals on this the 18 day of August, 2025.

Ryan Hall Swindall
RYAN HALL SWINDALL

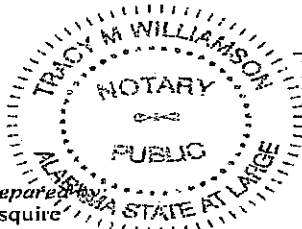
Christina Loup Swindall
CHRISTINA LOUP SWINDALL

STATE OF ALABAMA

COUNTY OF MOBILE

I, the undersigned authority, a Notary Public in and for said State and County, hereby certify that **RYAN HALL SWINDALL** and **CHRISTINA LOUP SWINDALL** who are known to me, acknowledged before me on this day that, being informed of the contents of the instrument, they executed the same voluntarily on the same day this bears date.

Given under my hand and seal on this 18 day of August, 2025.



Tracy M. Williamson
NOTARY PUBLIC
My Commission Expires: 11/11/22

This instrument prepared by
Leigh L. Pipkin, Esquire
Pipkin & Associates, LLC
3173-B Dauphin Street
Mobile, AL 36606
(251) 478-9800

Grantors' Mailing Address:

109 S Georgia Ave
Mobile, AL 36604

Grantee's Mailing Address:

1356 Government St.
Mobile, AL 36604

Notice of Neighborhood Meeting

Date of Notice: October 10, 2025

Dear Property Owner(s):

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

Conditional Use Permit approval to allow use of the property located at **120 Espejo Street** as offices and meeting rooms for Grace Lutheran Church.

The Neighborhood Meeting will be held at the following time, date, and location:

Tuesday, October 28, 2025

5:00 p.m.

At Grace Lutheran Church, 1356 Government Street, Mobile, AL 36604

You are receiving this notice because your property is located within 300 feet of 120 Espejo Street, in compliance with the notification requirements of Article 5 of the city's Unified Development Code (UDC). You or your agent are invited to attend the Neighborhood Meeting to learn more about the above-referenced application, ask questions, and present your views.

Sincerely,



Rev. Wayne J. Miller, Pastor



Mrs. Deborah Milling, Congregational President

Grace Lutheran Church
1356 Government Street
Mobile, AL 36604
grace@gracelutheranmobile.com

BISHOP MURPHY D II
1410 GOVERNMENT ST
MOBILE, AL 36604

ROGERS DARI L
1362 CONTI ST
MOBILE, AL 36604

SMITH JEANNE D
110 ESPEJO ST
MOBILE, AL 36604

MINOR GEORGIA ANN
2053 OLD SHELL RD
MOBILE, AL 36607

MCINTYRE LENNA LESTER & DAVID ERNEST MCINTYRE
116 ESPEJO ST
MOBILE, AL 36604

GUGGENBILLER KARL A & CONNIE C GUGGENBILLER
123 PARKER ST,
MOBILE, AL 36604

PATTON ANNE M
1363 DAUPHIN ST.
MOBILE, AL 36604

COSTA LISA HYLTON
117 PARKER ST
MOBILE, AL 36604

HUA HANH PHUC & RODMESIA CLARKE
114 PARKER ST,
MOBILE AL 36604

WELDY JOSEPH ALAN
116 PARKER ST
MOBILE, AL 36604

DEES LAUREN LEIGH
118 PARKER ST
MOBILE, AL 36604

GRACE EVANGELICAL LUTHERAN
1356 GOVERNMENT ST.
MOBILE, AL 36604

ROMERO LENNA L
116 ESPEJO ST.
MOBILE, AL 36604

MEEKS JOSEPH THADDIS JR
5404 SPRING DRIVE
MOBILE, AL 36693

ISAAC NATALIE & DARRIN SCOTT ISAAC
114 ESPEJO ST.
MOBILE, AL 36604

SWINDALL RYAN HALL & CHRISTINA LOUP SWINDALL
109 GEORGIA ST S
MOBILE, AL 36604

STICKLER MARY JANE
646 KITFOX AVE
FAIRHOPE, AL 36532

CHURCH HILL LLC
504 HIGHLAND WOODS DR W
MOBILE, AL 36608

WILSON ROBERT A & PRUDENCE M WILSON
& ELIZABETH T WILSON
3750 WINFORD RD
MOBILE, AL 36619

RBC CENTURA BANK C/O INVOKE TAX PARTNERS
PO BOX 850
AURORA, OH 44202

ANTHONY D DARRELL & DEBORAH G
1212 GOVERNMENT ST
MOBILE, AL 36604

BLACKWELL CLARENCE VERNON JR
1408 CONTI ST. MOBILE, AL 36604

DEMPSEY SONDR
261 N JACKSON ST
MOBILE, AL 36603

ACLM LLC
P.O. BOX 6752
MOBILE AL. 36660

ALLEN ROBERT SPENCER JR
79 SOUTH LAFAYETTE STREET
MOBILE 36604

ANTHONY D DARRELL & DEBORAH G
1212 GOVERNMENT STREET
MOBILE AL. 36604

ARNOLD KARRIE & DEVEN
108 BRADFORD AVE.
MOBILE AL. 36604

BISHOP MURPHY D II
1410 GOVERNMENT STREET
MOBILE AL. 36604

BLACKWELL CARTLEDGE WEEDEN III
107 BRADFORD AVE.
MOBILE AL. 36604

BLACKWELL CLARENCE VERNON JR.
1408 CONTI STREET
MOBILE AL. 36604

BROGAUX PROPERTIES LLC
C/O KE ANDREWS
2424 RIDGE ROAD
ROCKWALL TX. 75087

CHURCH HILL LLC
504 HIGHLAND WOODS DRIVE WEST
MOBILE AL. 36608

COSTA LISA HYLTON
117 PARKER STREET
MOBILE AL. 36604

DEES LAUREN LEIGH
118 PARKER STREET
MOBILE AL. 36604

DEMOUY MARTIN JR.
107 ESPEJO STREET
MOBILE AL. 36604

DEMPSEY SONDR
261 NORTH JACKSON STREET
MOBILE AL. 36603

FIRST LIGHT COMMUNITY OF MOBILE INC.
151 SOUTH ANN STREET
MOBILE AL. 36604

GACA COMMERCIAL HOLDINGS
ALABAMA LLC
1990 LAKESIDE PARKWAY STE 300
TUCKER GA. 30084

GOVERNMENT HOUSE APARTMENTS
LLC LL INTERESTS MOBILE 01 LLC
250 CONGRESS STREET
MOBILE AL. 36603

GRACE EVANGELICAL LUTHERAN CHURCH
1536 GOVERNMENT STREET
MOBILE AL. 36604

GUGGOMBILLER KARL & CONNIE C.
123 PARKER STREET
MOBILE AL. 36604

HAMILTON MARTHA PILLANS
C/O PALMER HAMILTON
11 NORTH WATER STREET STE 1200
MOBILE AL. 36602

HUA HANH PHUC & RODMESA CLARKE
114 PARKER STREET
MOBILE AL 36604

HUNTER CLOVECE & VALERIA
108 PARKER STREET
MOBILE AL. 36604

ISAAC NATALIE & DARRIN SCOTT ISAAC
114 ESPEJO STREET
MOBILE AL. 36604

KCLS LLC
3207 MAGNOLIA STREET STE 100
PASCAGOULA MS. 39567

KEGLEY KARLENE
74 SOUTH LAFAYETTE STREET
MOBILE AL. 36604

LIVING WORD CHRISTIAN CENTER
1401 GOVERNMENT STREET
MOBILE AL. 36604

MA FOODMART 1 LLC
1363 GOVERNMENT STREET
MOBILE AL. 36604

MCCOY STEPHEN E
C/O WALGREEN REAL ESTATE TAX DEPT
P.O. BOX 1159
DEERFIELD IL 60015

MCDONALD COURTNEY GENE
75 SOUTH LAFAYETTE STREET
MOBILE AL. 36604

MCDONALD HELEN DENISE
65 SOUTH LAFAYETTE STREET
MOBILE AL. 36604

MCINTYRE LENNA LESTER & DAVID E.
116 ESPEJO STREET
MOBILE AL. 36604



Agenda Item # 11
ZON-CUP-003506-2025

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

[Applicant Materials for Consideration – Conditional Use Permit](#)

DETAILS

Location:

1356 Government Street & 120 Espejo Street

Applicant /Agent:

Reverend Wayne Miller, Grace Lutheran Church

Property Owners:

Grace Lutheran Church

Current Zoning:

R-1, Single-Family Residential Urban District

Future Land Use:

Traditional Corridor and Mixed Density Residential

Applicable Codes, Policies, and Plans:

- Unified Development Code
- Map for Mobile Comprehensive Plan

Proposal:

- Conditional Use Permit approval to allow expansion of a religious facility in an R-1, Single-Family Residential Urban District, to permit use of an off-site single-family dwelling as offices and meeting space.

Commission Considerations:

1. Conditional Use Permit approval to allow expansion of a religious facility in an R-1, Single-Family Residential Urban District, to permit use of an off-site single-family dwelling as offices and meeting space with seven (7) conditions

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PLANNING COMMISSION VICINITY MAP - EXISTING AERIAL



The site is surrounded by commercial and residential units.

APPLICATION NUMBER 11 DATE December 18, 2025
 APPLICANT Reverend Wayne Miller, Grace Lutheran Church
 REQUEST Conditional Use Permit



SITE HISTORY

The subject site was annexed into the City in 1889.

With the adoption of the Zoning Ordinance in 1967, the main church site was assigned a B-1, Buffer Business District, and R-1, Single-Family Residential zoning classification. The off-site parking lot and the proposed office/meeting space site were also assigned R-1 zoning classifications.

In 1991, the Planning Commission granted Planning Approval to allow the off-site paved parking lot with landscaping.

There have been several cases before the Board of Zoning Adjustment associated with portions of the three properties. In November 1953, Side and Rear Yard Variances were approved to permit the construction of an addition to the existing building to come 3'-2" off the side property line for the lot at the Northeast corner of Government Street and Espejo Street.

In February 1955, the same lot was the subject of a Front Yard Variance to permit construction of an addition to the existing residence, but that request was denied.

In January 1962, a Use Variance was requested to allow the use of a portion of a house at 1360 Conti Street for a ceramics studio. That site is now the Western-most of the three (3) lots on what is now the off-site parking area for the church on the North side of Conti Street. That request was denied.

In June 1962, a Use Variance was requested for the same site to allow the use of the house as a ceramics studio and two (2) apartments. That request was also denied.

In May 1963, the same request as the January 1962 Use Variance was again requested and approved.

In November 1973, a Use Variance was requested to allow an insurance company at the Northwest corner of Conti Street and Espejo Street, but was denied.

In May 1984, a Rear Yard Variance was approved for the main church site to allow a fellowship hall and gymnasium.

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

Urban Forestry Comments:

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

Fire Department Comments:

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

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

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

Fire hydrant placement shall comply with the following minimum standards:

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

Although the International Residential Code (IRC) functions as a stand-alone document for the construction of one- and two-family dwellings and townhouses, it does not govern the design or layout of emergency access or

community-level fire protection infrastructure. Therefore, residential developments must also comply with the applicable requirements of the International Fire Code, including, but not limited to, those listed above concerning the design, construction, regulation, and maintenance of fire apparatus access roads and fire protection water supplies.

Planning Comments:

The applicant is requesting a Conditional Use Permit to allow expansion of a religious facility in an R-1, Single-Family Residential Urban District, to permit use of an off-site single-family dwelling as offices and meeting space. The applicant's narrative justifying the request can be viewed using the link on Page 1 of this report.

The applicant, Grace Lutheran Church, owns three (3) separate sites: the main sanctuary site with on-site parking; an off-site parking lot; and an off-site single-family dwelling. The single-family dwelling is proposed to be used for offices and meeting space. Since it is zoned R-1, Single-Family Residential Urban District, the proposed use must be granted via a Conditional Use Permit. No changes are proposed for the main sanctuary site or the off-site parking lot. An ADA-compliant ramp leading to a deck at the rear entry is proposed for the single-family dwelling.

The hours of operation are stated to be Monday – Thursday, 10:00 AM to 4:00 PM, and Sundays 9:00 AM to 12:00 noon. Two (2) employees are proposed, and, other than the office space, the dwelling will only be used for small Bible studies and board meetings. As the church has parking space available in both the on-site and off-site parking areas, no additional parking requirements would be necessitated by this request.

Though the proposed use should have minimal impact on the adjacent residential uses, a six-foot (6') high privacy fence should be required along the North and West property lines, dropping to three feet (3') in height within the ten-foot (10') front yard setback. This should be indicated on a revised site plan.

It should be noted that, if approved, any changes to the scope of operations or site plan may require additional review of a modified Conditional Use Permit request by the Planning Commission and approval by City Council. This information should be provided as a note on the revised site plan.

CONDITIONAL USE PERMIT CONSIDERATIONS

Standards of Review:

Conditional Use Permits (CUPs) are required for certain uses in the Use Table (Table 64-2-24.1). These uses may have some special impact which differs from the potential impacts of permitted uses, such as exceeding permitted uses in intensity, or have unique requirements specified for compliance in the Unified Development Code (UDC).

Article 5, Section 6-E. of the Unified Development Codes states the City Council shall not approve an Application for Conditional Use Permit unless the proposed use:

1. Is consistent with all applicable requirements of this Chapter, including:
 - (a) Any applicable development standards; and
 - (b) Any applicable use regulations.
2. Is compatible with the character of the surrounding neighborhood;
3. Will not impede the orderly development and improvement of surrounding property; and

4. Will not adversely affect the health, safety or welfare of persons living or working in the surrounding neighborhood, or be more injurious to property or improvements in the neighborhood. In making this determination, the Planning Commission and City Council shall consider:
 - (a) The location, type and height of buildings or structures;
 - (b) The type and extent of landscaping and screening;
 - (c) Lighting;
 - (d) Hours of operation; and
 - (e) Other conditions that might require mitigation of the adverse impacts of the proposed development.
5. Is designed to provide ingress and egress that minimizes traffic hazards and traffic congestion on the public roads;
6. Is designed to minimize the impact on storm water facilities;
7. Will be adequately served by water and sanitary sewer services;
8. Is not noxious or offensive by reason of emissions, vibration, noise, odor, dust, smoke or gas; and
9. Shall not be detrimental to or endanger the public health, safety or general welfare.
10. 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.
11. Criteria by Use. The Planning Commission and City Council shall give careful consideration to the warrants and criteria set forth in this section in judging applications for Conditional Use Permits involving the following uses. In considering a Conditional Use Permit, the Planning Commission and City Council may attach such reasonable conditions and safeguards in addition to those set forth in this section, as they may deem necessary to implement the purposes of this Chapter.

Considerations:

Based on the requested Conditional Use Permit application, if the Commission and City Council consider approval of the request, the following Findings of Fact must be present. The application:

1. Is consistent with all applicable requirements of this Chapter, including:
 - (a) Any applicable development standards; and
 - (b) Any applicable use regulations.
2. Is compatible with the character of the surrounding neighborhood;
3. Will not impede the orderly development and improvement of surrounding property; and
4. Will not adversely affect the health, safety or welfare of persons living or working in the surrounding neighborhood, or be more injurious to property or improvements in the neighborhood. In making this determination, the Planning Commission and City Council shall consider:
 - (a) The location, type and height of buildings or structures;
 - (b) The type and extent of landscaping and screening;
 - (c) Lighting;
 - (d) Hours of operation; and
 - (e) Other conditions that might require mitigation of the adverse impacts of the proposed development.

5. Is designed to provide ingress and egress that minimizes traffic hazards and traffic congestion on the public roads;
6. Is designed to minimize the impact on storm water facilities;
7. Will be adequately served by water and sanitary sewer services;
8. Is not noxious or offensive by reason of emissions, vibration, noise, odor, dust, smoke or gas; and
9. Shall not be detrimental to or endanger the public health, safety or general welfare.
10. The proposed use will meet the City's and the larger community's best interests and the need, benefit, or public purpose of the proposed request.

If the application is considered for approval, it should be subject to the following conditions:

- 1) Hours of operation limited to 10:00 AM to 4:00 PM Monday through Thursday, and 9:00 AM to 12:00 noon on Sundays;
- 2) Use limited to office and small group meetings;
- 3) Provision of a six-foot (6') high privacy fence along the North and West property lines, dropping to three feet (3') in height within the ten-foot (10') front yard setback;
- 4) Placement of a note on a revised site plan stating that any changes to the scope of operations or site plan may require additional review of a modified Conditional Use Permit request by the Planning Commission and approval by City Council;
- 5) Submittal to and approval by Planning and Zoning of a revised site plan prior to forwarding of the request for City Council hearing; and
- 6) Full compliance with all municipal codes and ordinances.

LOCATOR ZONING MAP



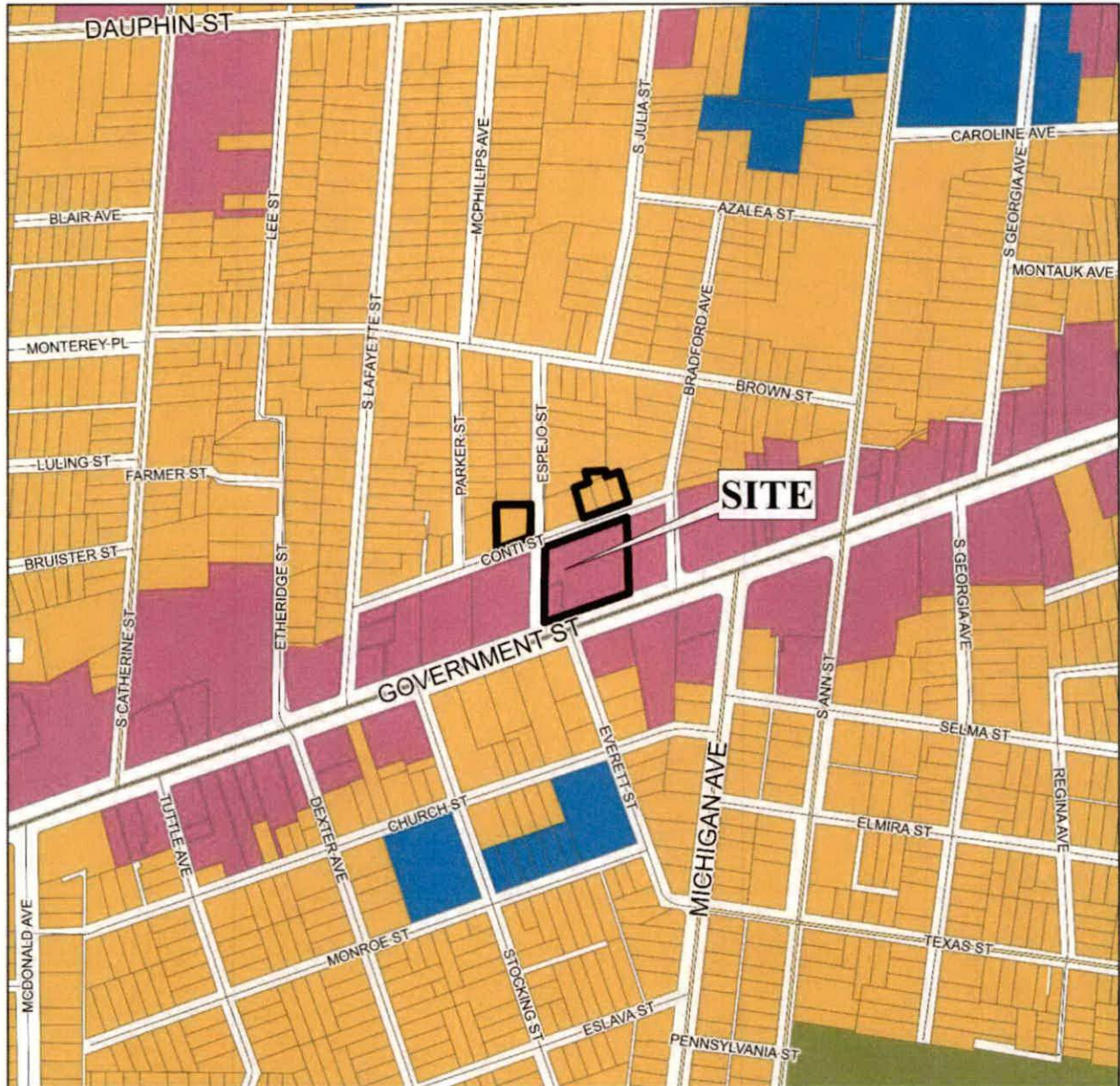
APPLICATION NUMBER 11 DATE December 18, 2025

APPLICANT Reverend Wayne Miller, Grace Lutheran Church

REQUEST Conditional Use Permit



FLUM LOCATOR MAP



APPLICATION NUMBER 11 DATE December 18, 2025

APPLICANT Reverend Wayne Miller, Grace Lutheran Church

REQUEST Conditional Use Permit

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



PLANNING COMMISSION VICINITY MAP - EXISTING ZONING



The site is surrounded by commercial and residential units.

APPLICATION NUMBER 11 DATE December 18, 2025

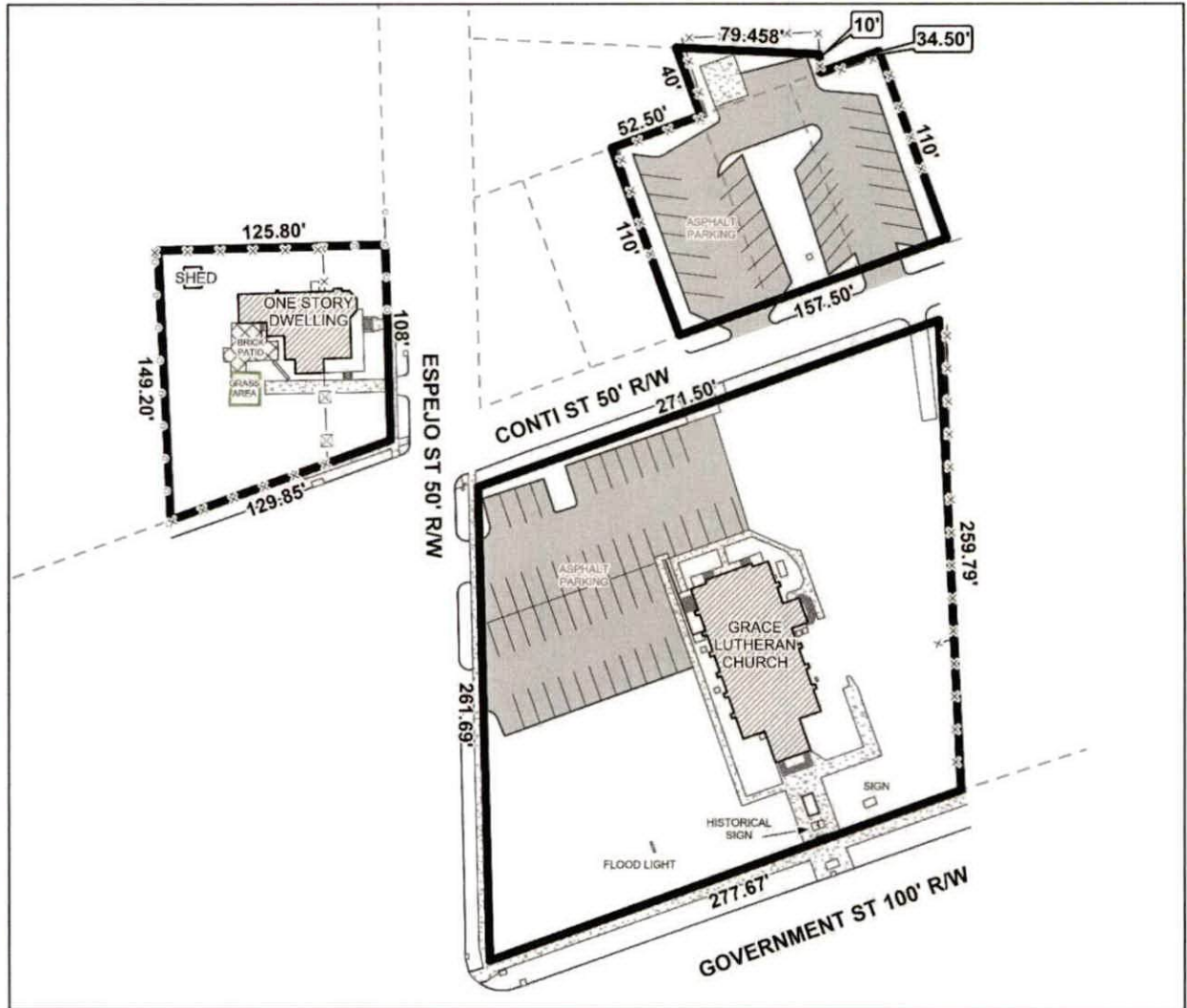
APPLICANT Reverend Wayne Miller, Grace Lutheran Church

REQUEST Conditional Use Permit

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



SITE PLAN

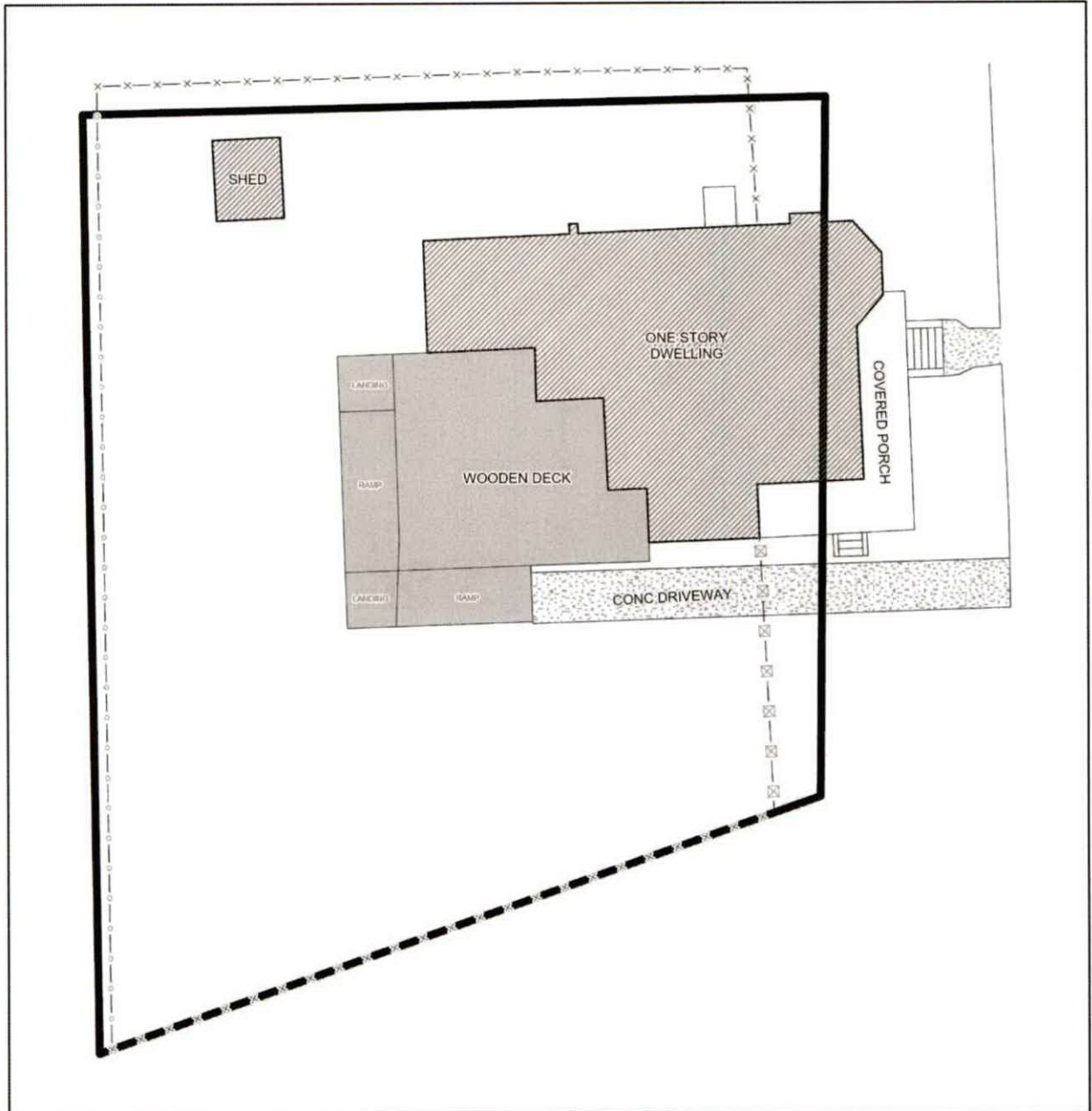


The site plan illustrates existing buildings, parking, and drives.

APPLICATION NUMBER	11	DATE	December 18, 2025
APPLICANT	Reverend Wayne Miller, Grace Lutheran Church		
REQUEST	Conditional Use Permit		



DETAIL SITE PLAN



APPLICATION NUMBER 11 DATE December 18, 2025

APPLICANT Reverend Wayne Miller, Grace Lutheran Church

REQUEST Conditional Use Permit



NTS

○ ○ ○ ○ ○

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

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

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[illegible]

Residential Land Use Areas

MIXED DENSITY RESIDENTIAL (MDR)

This designation applies mostly to residential areas located between Downtown and I-65, where the predominant character is that of a traditional neighborhood laid out on an urban street grid. These areas should offer a variety of residential types in a compact pattern at the scale of a single family neighborhood. They typically have a walkable block pattern with integrated neighborhood amenities such as parks and schools. Small office, commercial, and civic uses may also exist in these areas near major thoroughfares. Residential density ranges between 6 and 30 dwelling units per acre (du/ac) depending on the mix, types, and locations of the housing as specified by zoning.

Development Intent

- › Continue historic preservation efforts to maintain the existing neighborhood character within city-designated historic districts.
- › Support residential infill that fits-in with neighboring homes (building scale, placement, etc.). Support more intense residential infill and redevelopment adjacent to commercial or mixed use centers.

Land use mix

Primary Uses

- › Residential, Single family
- › Residential, Attached

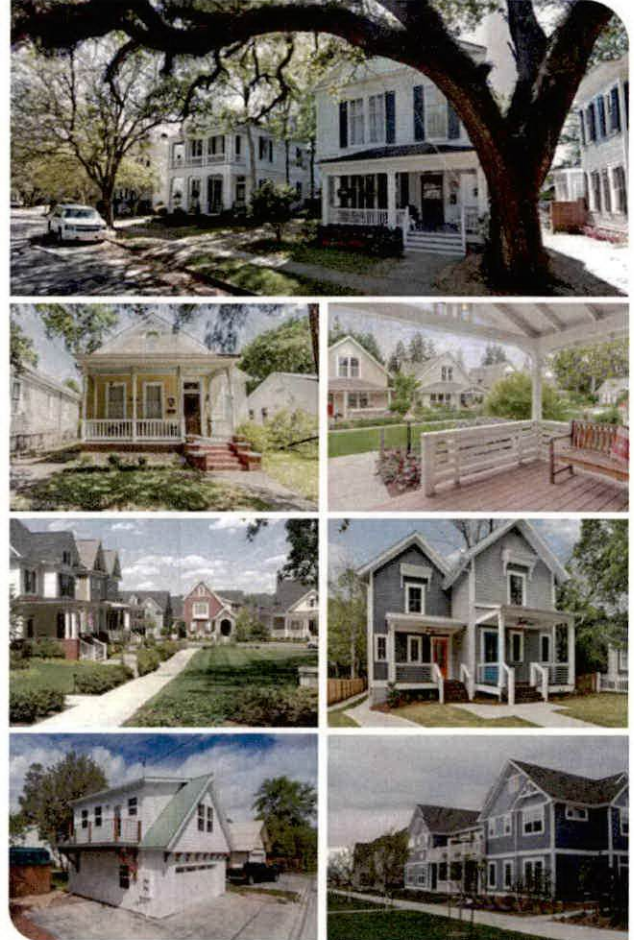
Secondary Uses

- › Residential, Multifamily
- › Commercial
- › Civic
- › Parks

Housing mix

- › Single family on small to medium sized lots
- › Attached residential such as duplexes, multiplexes, and townhomes
- › Small scale multifamily buildings

Character Example



A mixed density neighborhood may include a range of housing types and densities at a similar scale.

Rendering: Dover Kohl

Mixed Use Areas: Corridors

TRADITIONAL CORRIDOR (TC)

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

Development Intent

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

Land use mix

Primary Uses

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

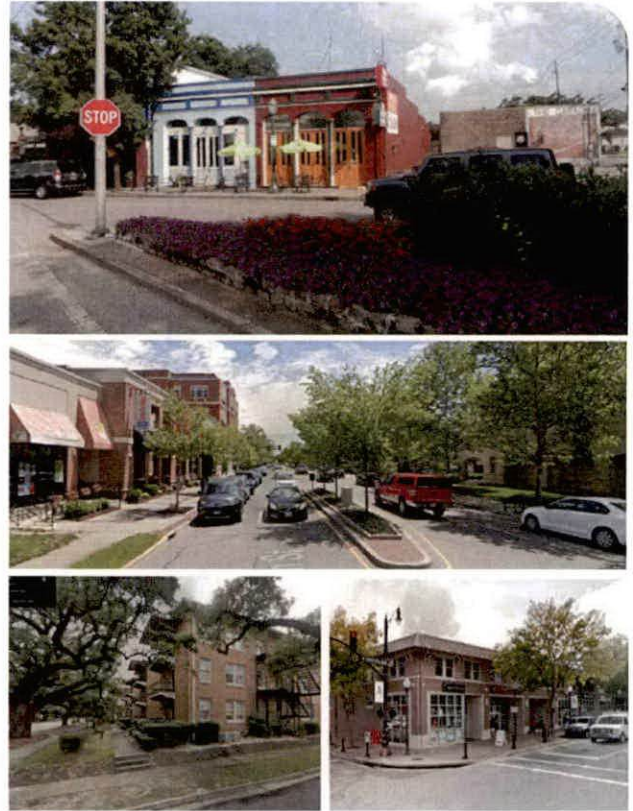
Secondary Uses

- › Residential, Attached
- › Parks

Housing mix

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

Character Example



RESOLUTION

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

Adopted:

City Clerk

Notice of Public Hearing for the Proposed Modification
of a Previously Approved Planned Unit Development
For Property located at 6151 Marina Drive South

Pursuant to Resolution of the Mobile, Alabama City Council adopted **January 20, 2026**, a public hearing will be held on the **24th day of February, 2026**, at 10:30 a.m., to consider adoption of an ordinance for the proposed Modification of a Previously Approved Planned Unit Development for property located at 6151 Marina Drive South.

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

Lisa C. Lambert
City Clerk

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

WHEREAS, a Planned Unit Development was approved on August 04, 2011 to amend a previously approved master plan, of a previously approved Planned Unit Development allowing multiple buildings on a single building site with shared access and parking between two building sites, to allow construction of a multi-family development with 178 dwelling units in multiple buildings on a single building site with shared access and parking between two building sites located at 6151 Marina Drive South and described as follows:

COMMENCING AT THE INTERSECTION OF THE SOUTH MARGIN OF DOG RIVER AND THE FORMER EAST RIGHT-OF-WAY LINE OF DAUPHIN ISLAND PARKWAY (FORMERLY CEDAR POINT ROAD), MOBILE COUNTY, ALABAMA; THENCE RUN SOUTH 14°-30'-00" WEST, ALONG SAID FORMER RIGHT-OF-WAY LINE OF DAUPHIN ISLAND PARKWAY, A DISTANCE OF 72.31 FEET, MORE OR LESS, TO THE FORMER LOCATION OF A ONE-HALF INCH IRON ROD (DESTROYED BY CONSTRUCTION); THENCE CONTINUE SOUTH 14°-30'-00" WEST, ALONG SAID FORMER EAST RIGHT-OF-WAY LINE, A DISTANCE OF 550 FEET; THENCE RUN SOUTH 75°-21'-00" EAST, A DISTANCE OF 22.36 FEET TO A POINT ON THE PRESENT EAST RIGHT-OF-WAY LINE OF DAUPHIN ISLAND PARKWAY AND THE POINT OF BEGINNING; THENCE RUN SOUTH 75°-21'-00" EAST, A DISTANCE OF 177.64 FEET TO A POINT; THENCE RUN NORTH 14°-39' -00" EAST, A DISTANCE OF 442.1 FEET, MORE OR LESS, TO POINT "A" ON THE SOUTHERN MARGIN OF DOG RIVER; THENCE EASTWARDLY AND SOUTHWARDLY ALONG THE SOUTHERN AND WESTERN MARGINS, RESPECTIVELY, OF DOG RIVER AND MOBILE BAY, A DISTANCE OF 1521 FEET, MORE OR LESS, TO POINT "B" (A MATHEMATICAL TIE FROM POINT "A" TO POINT

"B" IS SOUTH 53°-24' -34" EAST, 341.7 FEET; THENCE SOUTH 44°02'-21" EAST, 256.37 FEET; THENCE SOUTH 23°-50'-03" EAST, 822.29 FEET) SAID POINT "B" BEING THE INTERSECTION OF THE WESTERN MARGIN OF MOBILE BAY AND THE NORTH LINE OF LOT 1, BLOCK 1, BAY DIVISION, HOLLINGERS ISLAND, AS RECORDED IN MAP BOOK 3, PAGES 109-110, OF THE RECORDS ON FILE IN THE OFFICE OF THE JUDGE OF PROBATE COURT, MOBILE COUNTY, ALABAMA; THENCE RUN SOUTH 79°-15'-00" WEST, ALONG THE NORTH LINE OF SAID LOT 1, A DISTANCE OF 721.1 FEET, MORE OR LESS, TO THE NORTHWEST CORNER OF SAID LOT 1; SAID CORNER BEING THE TERMINUS OF THE EAST RIGHT-OF-WAY LINE OF THE NORTH EXTENSION OF BAY ROAD; THENCE CONTINUE SOUTH 79°-15'-00" WEST, ALONG THE TERMINUS OF SAID RIGHT-OF-WAY, A DISTANCE OF 26.89 FEET TO A POINT; THENCE RUN NORTH 75°-01'-00" WEST, ALONG THE TERMINUS OF SAID RIGHT-OF-WAY, A DISTANCE OF 25.06 FEET TO A POINT, SAID POINT BEING THE TERMINUS OF THE WEST RIGHT-OF-WAY LINE OF THE NORTH EXTENSION OF SAID BAY ROAD; THENCE RUN NORTH 85°-23'-00" WEST, A DISTANCE OF 135 FEET TO A POINT; THENCE RUN NORTH 14°-39'-00" EAST, A DISTANCE OF 581.01 FEET TO A POINT; THENCE RUN NORTH 45°-21'-00" WEST, A DISTANCE OF 247.51 FEET TO A POINT; THENCE RUN NORTH 75°-21'-00" WEST, A DISTANCE OF 167.64 FEET TO A POINT ON THE PRESENT EAST RIGHT-OF-WAY LINE OF DAUPHIN ISLAND PARKWAY; THENCE RUN NORTH 09°-02'-02" EAST, 100.47 FEET ALONG THE PRESENT EAST RIGHT-OF-WAY LINE OF DAUPHIN ISLAND PARKWAY TO THE POINT OF BEGINNING.

WHEREAS, the owner of said property applied for a Major Modification of a previously approved Planned Unit Development on October 20, 2025, amending a previously approved master plan to allowing multiple buildings on a single building site with shared access and parking between two building sites, to allow construction of a multi-family development with 178 dwelling units in multiple buildings on a single building site with shared access and parking between two building sites.

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

1. Provision of the lot size in square feet and acres on the Final PUD Site Plan;
2. Retention of the sidewalk along Marina Drive South;
3. Revision of the site plan to provide a pedestrian connection from the public sidewalk to the structures on the site to comply with Article 3, Section 64-3-3 of the UDC;
4. Revision of the site plan to connect sidewalks in front of all buildings on the site;
5. Revision of the site plan to break up areas of more than twelve (12) contiguous parking spaces with a landscape island;
6. Retention of the note on the Final PUD Site Plan stating bicycle parking spaces will be provided in compliance with Article 3, Section 64-3-12.A.9. of the UDC;
7. Retention of the note on the Final PUD Site Plan stating that the site will comply with parking lot lighting standards under Article 3, Section 64-3-9.C. of the UDC, and that a photometric plan will be submitted at the time of permitting;

8. Retention of both existing and proposed building sizes in square feet on the Final PUD Site Plan;
9. Retention of the note on the Final PUD Site Plan stating that the site will comply with building elevation requirements of Article 3, Section 64-3-6 of the UDC;
10. Provision of a note on the Final PUD Site Plan stating the maximum allowable building height is 65-feet;
11. Retention of the note on the Final PUD Site Plan stating that the site will comply with tree planting and landscape area requirements of Article 3, Section 64-3-7 of the UDC;
12. Retention of the note on the Final PUD Site Plan stating that a residential buffer compliant with Section 64-3-8 of the UDC will be provided, where the site abuts residentially developed property;
13. Provision of a note on the Final PUD Site Plan stating any dumpster placed on the property will comply with the placement and enclosure standards of Article 3, Section 64-3-13.A.4. of the UDC;
14. Retention of the note on the Final PUD Site Plan stating that any future development or re-development of the site may require additional PUD modifications, subject to approval by the Planning Commission and City Council;
15. Compliance with all Engineering comments noted in the staff report;
16. Compliance with all Traffic Engineering comments noted in the staff report;
17. Compliance with all Urban Forestry comments noted in the staff report;
18. Compliance with all Fire Department comments noted in the staff report;
19. Submittal to and approval by Planning and Zoning of the revised Modified Planned Unit Development site plan prior to its recording in Probate Court, and the provision of one (1) copy of the recorded site plan (hard copy and pdf) to Planning and Zoning; and,
20. Full compliance with all municipal codes and ordinances.

WHEREAS, the City Council finds that the proposed modification:

- A. Is consistent with all applicable requirements of this Chapter;
- B. Is compatible with the character of the surrounding neighborhood;
- C. Will not impede the orderly development and improvement of surrounding property;
- D. Having considered the application factors, the request will not adversely affect the health, safety or welfare of persons living or working in the surrounding neighborhood, or be more injurious to property or improvements in the neighborhood;
- E. Is subject to adequate design standards to provide ingress and egress that minimize traffic hazards and traffic congestion on the public roads;
- F. Is not noxious or offensive by reason of emissions, vibration, noise, odor, dust, smoke or gas; and
- G. Shall not be detrimental or endanger the public health, safety or general welfare.
- H. Benefits Consideration. In addition, consideration 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.

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

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

1. Provision of the lot size in square feet and acres on the Final PUD Site Plan;
2. Retention of the sidewalk along Marina Drive South;
3. Revision of the site plan to provide a pedestrian connection from the public sidewalk to the structures on the site to comply with Article 3, Section 64-3-3 of the UDC;
4. Revision of the site plan to connect sidewalks in front of all buildings on the site;
5. Revision of the site plan to break up areas of more than twelve (12) contiguous parking spaces with a landscape island;
6. Retention of the note on the Final PUD Site Plan stating bicycle parking spaces will be provided in compliance with Article 3, Section 64-3-12.A.9. of the UDC;
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10. Provision of a note on the Final PUD Site Plan stating the maximum allowable building height is 65-feet;
11. Retention of the note on the Final PUD Site Plan stating that the site will comply with tree planting and landscape area requirements of Article 3, Section 64-3-7 of the UDC;
12. Retention of the note on the Final PUD Site Plan stating that a residential buffer compliant with Section 64-3-8 of the UDC will be provided, where the site abuts residentially developed property;
13. Provision of a note on the Final PUD Site Plan stating any dumpster placed on the property will comply with the placement and enclosure standards of Article 3, Section 64-3-13.A.4. of the UDC;
14. Retention of the note on the Final PUD Site Plan stating that any future development or re-development of the site may require additional PUD modifications, subject to approval by the Planning Commission and City Council;
15. Compliance with all Engineering comments noted in the staff report;
16. Compliance with all Traffic Engineering comments noted in the staff report;
17. Compliance with all Urban Forestry comments noted in the staff report;
18. Compliance with all Fire Department comments noted in the staff report;
19. Submittal to and approval by Planning and Zoning of the revised Modified Planned Unit Development site plan prior to its recording in Probate Court, and the provision of one (1) copy of the recorded site plan (hard copy and pdf) to Planning and Zoning; and,
20. Full compliance with all municipal codes and ordinances.

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

NOTICE OF HEARING OF PROPOSED AMENDMENT TO THE UNIFIED DEVELOPMENT CODE

Notice is hereby given that the Mobile City Council proposes to consider the adoption of the below synopsisized amendment to the Ordinance adopted on the 12th day of July, 2022, and known as the "Unified Development Code". The adoption of such amendment will be considered by the Mobile City Council in the Auditorium of the Government Plaza in Mobile, Alabama on the 24th day of February, 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 Unified Development Code

The proposed amendment to the Unified Development Code was published in full on the 28th day of January, 2026 in the Lagniappe.

The proposed amendment to the Unified Development Code concerns the property within the City of Mobile, located at 6151 Marina Drive South.

The proposed amendment will modify a Planned Unit Development (PUD) that was approved for said location on August 04, 2011. The owner of said property has applied for a Major Modification of a previously approved Planned Unit Development allowing multiple buildings on a single building site with shared access and parking between two building sites, to allow construction of a multi-family development with 178 dwelling units in multiple buildings on a single building site with shared access and parking between two building sites, subject to the following proposed conditions: 1. Provision of the lot size in square feet and acres on the Final PUD Site Plan; 2. Retention of the sidewalk along Marina Drive South; 3. Revision of the site plan to provide a pedestrian connection from the public sidewalk to the structures on the site to comply with Article 3, Section 64-3-3 of the UDC; 4. Revision of the site plan to connect sidewalks in front of all buildings on the site; 5. Revision of the site plan to break up areas of more than twelve (12) contiguous parking spaces with a landscape island; 6. Retention of the note on the Final PUD Site Plan stating bicycle parking spaces will be provided in compliance with Article 3, Section 64-3-12.A.9. of the UDC; 7. Retention of the note on the Final PUD Site Plan stating that the site will comply with parking lot lighting standards under Article 3, Section 64-3-9.C. of the UDC, and that a photometric plan will be submitted at the time of permitting; 8. Retention of both existing and proposed building sizes in square feet on the Final PUD Site Plan; 9. Retention of the note on the Final PUD Site Plan stating that the site will comply with building elevation requirements of Article 3, Section 64-3-6 of the UDC; 10. Provision of a note on the Final PUD Site Plan stating the maximum allowable building height is 65-feet; 11. Retention of the note on the Final PUD Site Plan stating that the site will comply with tree planting and landscape area requirements of Article 3, Section 64-3-7 of the UDC; 12. Retention of the note on the Final PUD Site Plan stating that a residential buffer compliant with Section 64-3-8 of the UDC will be provided, where the site abuts residentially developed property; 13. Provision of a note on the Final PUD Site Plan stating any dumpster placed on the property will comply with the placement and enclosure standards of Article 3, Section 64-3-13.A.4. of the UDC; 14. Retention of the note on the Final PUD Site Plan stating that any future development or re-development of the site may require additional PUD modifications, subject to approval by the Planning Commission and City Council; 15. Compliance with all Engineering comments noted in the staff report; 16. Compliance with all Traffic Engineering comments noted in the staff report; 17. Compliance with all Urban Forestry comments noted in the staff report; 18. Compliance with all Fire Department comments noted in the staff report; 19. Submittal to and approval by Planning and Zoning of the revised Modified Planned Unit Development site plan prior

to its recording in Probate Court, and the provision of one (1) copy of the recorded site plan (hard copy and pdf) to Planning and Zoning; and, 20. Full compliance with all municipal codes and ordinances.

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

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

WHEREAS, a Planned Unit Development was approved on August 04, 2011 to amend a previously approved master plan, of a previously approved Planned Unit Development allowing multiple buildings on a single building site with shared access and parking between two building sites, to allow construction of a multi-family development with 178 dwelling units in multiple buildings on a single building site with shared access and parking between two building sites located at **6151 Marina Drive South** and described as follows:

COMMENCING AT THE INTERSECTION OF THE SOUTH MARGIN OF DOG RIVER AND THE FORMER EAST RIGHT-OF-WAY LINE OF DAUPHIN ISLAND PARKWAY (FORMERLY CEDAR POINT ROAD), MOBILE COUNTY, ALABAMA; THENCE RUN SOUTH 14°-30'-00" WEST, ALONG SAID FORMER RIGHT-OF-WAY LINE OF DAUPHIN ISLAND PARKWAY, A DISTANCE OF 72.31 FEET, MORE OR LESS, TO THE FORMER LOCATION OF A ONE-HALF INCH IRON ROD (DESTROYED BY CONSTRUCTION); THENCE CONTINUE SOUTH 14°-30'-00" WEST, ALONG SAID FORMER EAST RIGHT-OF-WAY LINE, A DISTANCE OF 550 FEET; THENCE RUN SOUTH 75°-21'-00" EAST, A DISTANCE OF 22.36 FEET TO A POINT ON THE PRESENT EAST RIGHT-OF-WAY LINE OF DAUPHIN ISLAND PARKWAY AND THE POINT OF BEGINNING; THENCE RUN SOUTH 75°-21'-00" EAST, A DISTANCE OF 177.64 FEET TO A POINT; THENCE RUN NORTH 14°-39' -00" EAST, A DISTANCE OF 442.1 FEET, MORE OR LESS, TO POINT "A" ON THE SOUTHERN MARGIN OF DOG RIVER; THENCE EASTWARDLY AND SOUTHWARDLY ALONG THE SOUTHERN AND WESTERN MARGINS, RESPECTIVELY, OF DOG RIVER AND MOBILE BAY, A DISTANCE OF 1521 FEET, MORE OR LESS, TO POINT "B" (A MATHEMATICAL TIE FROM POINT "A" TO POINT "B" IS SOUTH 53°-24' -34" EAST, 341.7 FEET; THENCE SOUTH 44°02'-21" EAST, 256.37 FEET; THENCE SOUTH 23°-50'-03" EAST, 822.29 FEET) SAID POINT "B" BEING THE INTERSECTION OF THE WESTERN MARGIN OF MOBILE BAY AND THE NORTH LINE OF LOT 1, BLOCK 1, BAY DIVISION, HOLLINGERS ISLAND, AS RECORDED IN MAP BOOK 3, PAGES 109-110, OF THE RECORDS ON FILE IN THE OFFICE OF THE JUDGE OF PROBATE COURT, MOBILE COUNTY, ALABAMA; THENCE RUN SOUTH 79°-15'-00" WEST, ALONG THE NORTH LINE OF SAID LOT 1, A DISTANCE OF 721.1 FEET, MORE OR LESS, TO THE NORTHWEST CORNER OF SAID LOT 1, SAID CORNER BEING THE TERMINUS OF THE EAST RIGHT-OF-WAY LINE OF THE NORTH EXTENSION OF BAY ROAD; THENCE CONTINUE SOUTH 79°-15'-00" WEST, ALONG THE TERMINUS OF SAID RIGHT-OF-WAY, A DISTANCE OF 26.89 FEET TO A POINT; THENCE RUN NORTH 75°-01'-00" WEST, ALONG THE TERMINUS OF SAID RIGHT-OF-WAY, A DISTANCE OF 25.06 FEET TO A POINT, SAID POINT BEING THE TERMINUS OF THE WEST RIGHT-OF-WAY LINE OF THE NORTH EXTENSION OF SAID BAY ROAD; THENCE RUN NORTH 85°-23'-00" WEST, A DISTANCE OF 135 FEET TO A POINT; THENCE RUN NORTH 14°-39'-00" EAST, A DISTANCE OF 581.01

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WHEREAS, the owner of said property applied for a Major Modification of a previously approved Planned Unit Development on **October 20, 2025**, amending a previously approved master plan to **allowing multiple buildings on a single building site with shared access and parking between two building sites, to allow construction of a multi-family development with 178 dwelling units in multiple buildings on a single building site with shared access and parking between two building sites.**

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

1. Provision of the lot size in square feet and acres on the Final PUD Site Plan;
2. Retention of the sidewalk along Marina Drive South;
3. Revision of the site plan to provide a pedestrian connection from the public sidewalk to the structures on the site to comply with Article 3, Section 64-3-3 of the UDC;
4. Revision of the site plan to connect sidewalks in front of all buildings on the site;
5. Revision of the site plan to break up areas of more than twelve (12) contiguous parking spaces with a landscape island;
6. Retention of the note on the Final PUD Site Plan stating bicycle parking spaces will be provided in compliance with Article 3, Section 64-3-12.A.9. of the UDC;
7. Retention of the note on the Final PUD Site Plan stating that the site will comply with parking lot lighting standards under Article 3, Section 64-3-9.C. of the UDC, and that a photometric plan will be submitted at the time of permitting;
8. Retention of both existing and proposed building sizes in square feet on the Final PUD Site Plan;
9. Retention of the note on the Final PUD Site Plan stating that the site will comply with building elevation requirements of Article 3, Section 64-3-6 of the UDC;
10. Provision of a note on the Final PUD Site Plan stating the maximum allowable building height is 65-feet;
11. Retention of the note on the Final PUD Site Plan stating that the site will comply with tree planting and landscape area requirements of Article 3, Section 64-3-7 of the UDC;
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15. Compliance with all Engineering comments noted in the staff report;
16. Compliance with all Traffic Engineering comments noted in the staff report;
17. Compliance with all Urban Forestry comments noted in the staff report;
18. Compliance with all Fire Department comments noted in the staff report;
19. Submittal to and approval by Planning and Zoning of the revised Modified Planned Unit Development site plan prior to its recording in Probate Court, and the provision of one (1) copy of the recorded site plan (hard copy and pdf) to Planning and Zoning; and,
20. Full compliance with all municipal codes and ordinances.

WHEREAS, the City Council finds that the proposed modification:

- A. Is consistent with all applicable requirements of this Chapter;
- B. Is compatible with the character of the surrounding neighborhood;
- C. Will not impede the orderly development and improvement of surrounding property;
- D. Having considered the application factors, the request will not adversely affect the health, safety or welfare of persons living or working in the surrounding neighborhood, or be more injurious to property or improvements in the neighborhood;
- E. Is subject to adequate design standards to provide ingress and egress that minimize traffic hazards and traffic congestion on the public roads;
- F. Is not noxious or offensive by reason of emissions, vibration, noise, odor, dust, smoke or gas; and
- G. Shall not be detrimental or endanger the public health, safety or general welfare.
- H. Benefits Consideration. In addition, consideration 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.

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

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

1. Provision of the lot size in square feet and acres on the Final PUD Site Plan;
2. Retention of the sidewalk along Marina Drive South;
3. Revision of the site plan to provide a pedestrian connection from the public sidewalk to the structures on the site to comply with Article 3, Section 64-3-3 of the UDC;
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19. Submittal to and approval by Planning and Zoning of the revised Modified Planned Unit Development site plan prior to its recording in Probate Court, and the provision of one (1) copy of the recorded site plan (hard copy and pdf) to Planning and Zoning; and,
20. 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

**Chris Lieb
Lieb Engineering Company, LLC
6151 Marina Drive South
Council District 3
C.J. Small**



THE CITY OF MOBILE, AL
Planning & Zoning Department

MOBILE CITY PLANNING COMMISSION

January 9, 2026
City Council
Mobile Government Plaza
Mobile, Alabama 36644

Dear Council Members:

The Mobile City Planning Commission at its meeting on **December 18, 2025**, considered the request of **Chris Lieb, Lieb Engineering Company, LLC**, for a Major Modification of a previously approved Planned Unit Development allowing multiple buildings on a single building site with shared access and parking between two building sites, to allow construction of a multi-family development with 178 dwelling units in multiple buildings on a single building site with shared access and parking between two building sites, for the property located at **6151 Marina Drive South**.

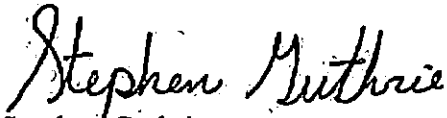
After discussion it was decided to recommend approval of the modification request to the City Council subject to the following conditions:

1. Provision of the lot size in square feet and acres on the Final PUD Site Plan;
2. Retention of the sidewalk along Marina Drive South;
3. Revision of the site plan to provide a pedestrian connection from the public sidewalk to the structures on the site to comply with Article 3, Section 64-3-3 of the UDC;
4. Revision of the site plan to connect sidewalks in front of all buildings on the site;
5. Revision of the site plan to break up areas of more than twelve (12) contiguous parking spaces with a landscape island;
6. Retention of the note on the Final PUD Site Plan stating bicycle parking spaces will be provided in compliance with Article 3, Section 64-3-12.A.9. of the UDC;
7. Retention of the note on the Final PUD Site Plan stating that the site will comply with parking lot lighting standards under Article 3, Section 64-3-9.C. of the UDC, and that a photometric plan will be submitted at the time of permitting;
8. Retention of both existing and proposed building sizes in square feet on the Final PUD Site Plan;

9. Retention of the note on the Final PUD Site Plan stating that the site will comply with building elevation requirements of Article 3, Section 64-3-6 of the UDC;
10. Provision of a note on the Final PUD Site Plan stating the maximum allowable building height is 65-feet;
11. Retention of the note on the Final PUD Site Plan stating that the site will comply with tree planting and landscape area requirements of Article 3, Section 64-3-7 of the UDC;
12. Retention of the note on the Final PUD Site Plan stating that a residential buffer compliant with Section 64-3-8 of the UDC will be provided, where the site abuts residentially developed property;
13. Provision of a note on the Final PUD Site Plan stating any dumpster placed on the property will comply with the placement and enclosure standards of Article 3, Section 64-3-13.A.4. of the UDC;
14. Retention of the note on the Final PUD Site Plan stating that any future development or re-development of the site may require additional PUD modifications, subject to approval by the Planning Commission and City Council;
15. Compliance with all Engineering comments noted in the staff report;
16. Compliance with all Traffic Engineering comments noted in the staff report;
17. Compliance with all Urban Forestry comments noted in the staff report;
18. Compliance with all Fire Department comments noted in the staff report;
19. Submittal to and approval by Planning and Zoning of the revised Modified Planned Unit Development site plan prior to its recording in Probate Court, and the provision of one (1) copy of the recorded site plan (hard copy and pdf) to Planning and Zoning; and,
20. Full compliance with all municipal codes and ordinances.

Copies of the application and reports are attached.

Sincerely,



Stephen Guthrie
Deputy Director, Planning & Zoning Department

maf
Attachments



THE CITY OF MOBILE, ALABAMA
MOBILE CITY PLANNING COMMISSION

LETTER OF DECISION

December 22, 2025

Chris Lieb
Lieb Engineering
1290 Main Street, Suite E
Daphne, Alabama 36526

Re: 6151 Marina Drive South
MOD-003524-2025
Chris Lieb, Lieb Engineering Company, LLC
District 3

Major Modification of a previously approved Planned Unit Development allowing multiple buildings on a single building site with shared access and parking between two building sites, to allow construction of a multi-family development with 178 dwelling units in multiple buildings on a single building site with shared access and parking between two building sites.

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

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

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

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

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

1. Provision of the lot size in square feet and acres on the Final PUD Site Plan;
2. Retention of the sidewalk along Marina Drive South;
3. Revision of the site plan to provide a pedestrian connection from the public sidewalk to the structures on the site to comply with Article 3, Section 64-3-3 of the UDC;
4. Revision of the site plan to connect sidewalks in front of all buildings on the site;
5. Revision of the site plan to break up areas of more than twelve (12) contiguous parking spaces with a landscape island;
6. Retention of the note on the Final PUD Site Plan stating bicycle parking spaces will be provided in compliance with Article 3, Section 64-3-12.A.9. of the UDC;
7. Retention of the note on the Final PUD Site Plan stating that the site will comply with parking lot lighting standards under Article 3, Section 64-3-9.C. of the UDC, and that a photometric plan will be submitted at the time of permitting;
8. Retention of both existing and proposed building sizes in square feet on the Final PUD Site Plan;
9. Retention of the note on the Final PUD Site Plan stating that the site will comply with building elevation requirements of Article 3, Section 64-3-6 of the UDC;
10. Provision of a note on the Final PUD Site Plan stating the maximum allowable building height is 65-feet;
11. Retention of the note on the Final PUD Site Plan stating that the site will comply with tree planting and landscape area requirements of Article 3, Section 64-3-7 of the UDC;
12. Retention of the note on the Final PUD Site Plan stating that a residential buffer compliant with Section 64-3-8 of the UDC will be provided, where the site abuts residentially developed property;
13. Provision of a note on the Final PUD Site Plan stating any dumpster placed on the property will comply with the placement and enclosure standards of Article 3, Section 64-3-13.A.4. of the UDC;
14. Retention of the note on the Final PUD Site Plan stating that any future development or re-development of the site may require additional PUD modifications, subject to approval by the Planning Commission and City Council;
15. Compliance with all Engineering comments noted in the staff report;
16. Compliance with all Traffic Engineering comments noted in the staff report;
17. Compliance with all Urban Forestry comments noted in the staff report;
18. Compliance with all Fire Department comments noted in the staff report;
19. Submittal to and approval by Planning and Zoning of the revised Modified Planned Unit Development site plan prior to its recording in Probate Court, and the provision of one (1) copy of the recorded site plan (hard copy and pdf) to Planning and Zoning; and,
20. Full compliance with all municipal codes and ordinances.

The advertising fee for this application is based on the current legal description is **\$978.50**. Upon receipt of this fee (*check made out to the "City of Mobile"*), your application will be forwarded to the City Clerk's office to be scheduled for public hearing by the City Council.

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

MOD-003524-2025 6151 Marina Drive South
December 22, 2025

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

Sincerely,

MOBILE CITY PLANNING COMMISSION

Ms. Jennifer Denson, Secretary

By:



Stephen Guthrie

Deputy Director of Planning and Zoning



THE CITY OF MOBILE, ALABAMA
MOBILE CITY PLANNING COMMISSION

LETTER OF DECISION

November 24, 2025

Chris Lieb
Lieb Engineering
1290 Main Street, Suite E
Daphne, Alabama 36526

Re: 6151 Marina Drive South
MOD-003524-2025
Chris Lieb, Lieb Engineering Company, LLC
District 3

Major Modification of a previously approved Planned Unit Development allowing multiple buildings on a single building site with shared access and parking between two building sites, to allow construction of a multi-family development with 178 dwelling units in multiple buildings on a single building site with shared access and parking between two building sites.

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

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

After discussion the Planning Commission heldover the request until the December 18th meeting, with revised information due no later than Thursday, December 4th, to allow the applicant to provide additional information so that the Planning Commission can ensure the development will comply with UDC standards:

1. Revision of the site plan to include the number of dwelling units, both existing and proposed;
2. Revision of the site plan to include the number of parking spaces, both existing and proposed;
3. Revision of the site plan to include depiction of a sidewalk along Marina Drive South;
4. Revision of the site plan to illustrate compliance with the pedestrian walkway requirements of Article 3, Section 64-3-3 of the UDC;
5. Revision of the site plan to depict a residential buffer compliant with Section 64-3-8 of the UDC;
6. Revision of the site plan to either depict bicycle parking spaces or placement of a note stating that the site will provide bicycle parking in compliance with Article 3, Section 64-3-12.A.9. of the UDC;
7. Placement of a note on the revised site plan stating that the site will comply with parking lot lighting standards under Article 3, Section 64-3-9.C. of the UDC, and that a photometric plan will be submitted at the time of permitting;
8. Revision of the site plan to label the size of each building in square feet or provide a corresponding table with the same information;
9. Provision of building elevation drawings demonstrating compliance with Article 3, Section 64-3-6 of the UDC, or placement of a note on the revised site plan stating that each new building will comply with these standards;

MOD-003524-2025 6151 Marina Drive South
November 24, 2025

10. Placement of a note on the site plan stating that the site will fully comply with tree planting and landscape area requirements of Section 64-3-7 of the UDC;
11. Placement of a note on the revised site plan stating that any future development or re-development of the site may require additional PUD modifications, subject to approval by the Planning Commission and City Council;
12. Revision of the site plan to include the correct project name and property owner;
13. Revision of the legal description to include both Lot 1 and Lot 2 of the Grandview Apartments Subdivision;
14. Compliance with all Engineering comments noted in the staff report;
15. Placement of a note on the Final Plat stating all Traffic Engineering comments noted in the staff report;
16. Compliance with all Urban Forestry comments noted in the staff report; and
17. Compliance with all Fire Department comments noted in the staff report.

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

Sincerely,

MOBILE CITY PLANNING COMMISSION

Ms. Jennifer Denson, Secretary

By:



Stephen Guthrie

Deputy Director of Planning and Zoning

Grandview Pointe Apartments (MOD-003524-2025)

From Anderson, Logan <dlogananderson@cityofmobile.org>

Date Mon 10/20/2025 1:58 PM

To Lieb, Chris <clieb@liebengineering.com>; 'moconnell@liebengineering.com' <moconnell@liebengineering.com>; CJ@morrisonavenuecapital.com <cj@morrisonavenuecapital.com>

Cc Green, Tiffany <greent@cityofmobile.org>; Walley, Samara <samara.walley@cityofmobile.org>

Good afternoon,

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

1. Application Submission:

Please complete and submit Checklist D of the Planning Commission Application for *previously approved Planning Approvals and Planned Unit Developments*.

2. Legal Description: Please note that a complete legal description of the subject property, outlining the full boundary of the Planned Unit Development site, is required to calculate the City Council advertising fees. Following the Planning Commission's recommendation, this legal description must be submitted to the Planning and Zoning Department for review before the application can proceed to the City Council for final consideration.

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

If all requirements are fulfilled **by noon on Wednesday, October 22, 2025**, the application will be considered **complete** and placed on the agenda for the **November 20, 2025**, Planning Commission meeting. If this deadline is not met, the application will be **held over** until it is complete.

Regards,

Logan Anderson

Principal Planner

Build Mobile

dlogananderson@cityofmobile.org

(251) 208-5895



CHECKLIST D

Previously approved Planning Approvals and Planned Unit Developments

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

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

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

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

Future Land Use Map (FLUM) Designation

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

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

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

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

6. Please provide the following information:

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

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

- ☐ Lighting:

- ☐ Hours of operation:

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

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

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

Commencing at the intersection of the South margin of Dog River and the former East right-of-way line of Dauphin Island Parkway (formerly Cedar Point Road), Mobile County, Alabama; thence run South $14^{\circ}-30'-00''$ West, along said former right-of-way line of Dauphin Island Parkway, a distance of 72.31 feet, more or less, to the former location of a one-half inch iron rod (destroyed by construction); thence continue South $14^{\circ}-39'-00''$ West, along said former East right-of-way line, a distance of 550 feet; thence run South $75^{\circ}-21'-00''$ East, a distance of 22.36 feet to a point on the present East right-of-way line of Dauphin Island Parkway and the point of beginning; thence run South $75^{\circ}-21'-00''$ East, a distance of 177.64 feet to a point; thence run North $14^{\circ}-39'-00''$ East, a distance of 442.1 feet, more or less, to Point "A" on the Southern margin of Dog River; thence Eastwardly and Southwardly along the Southern and Western margins, respectively, of Dog River and Mobile Bay, a distance of 1521 feet, more or less, to Point "B" (a mathematical tie from Point "A" to Point "B" is South $53^{\circ}-24'-34''$ East, 341.7 feet; thence South $44^{\circ}02'-21''$ East, 256.37 feet; thence South $23^{\circ}-50'-03''$ East, 822.29 feet) said Point "B" being the intersection of the Western margin of Mobile Bay and the North line of Lot 1, Block 1, Bay Division, Hollingers Island, as recorded in map Book 3, Pages 109-110, of the records on file in the Office of the Judge of Probate Court, Mobile County, Alabama; thence run South $79^{\circ}-15'-00''$ West, along the North line of said Lot 1, a distance of 721.1 feet, more or less, to the Northwest corner of said Lot 1, said corner being the terminus of the East right-of-way line of the North extension of Bay Road; thence continue South $79^{\circ}-15'-00''$ West, along the terminus of said right-of-way, a distance of 26.89 feet to a point; thence run North $75^{\circ}-01'-00''$ West, along the terminus of said right-of-way, a distance of 25.06 feet to a point, said point being the terminus of the West right-of-way line of the North extension of said Bay Road; thence run North $85^{\circ}-23'-00''$ West, a distance of 135 feet to a point; thence run North $14^{\circ}-39'-00''$ East, a distance of 581.01 feet to a point; thence run North $45^{\circ}-21'-00''$ West, a distance of 247.51 feet to a point; thence run North $75^{\circ}-21'-00''$ West, a distance of 167.64 feet to a point on the present East right-of-way line of Dauphin Island Parkway; thence run North $09^{\circ}-02'-02''$ East, 100.47 feet along the present East right-of-way line of Dauphin Island Parkway to the Point of Beginning.



City of Mobile • Planning & Zoning Planning Commission Application

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

Fees

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

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

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

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

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

☐ **Conditional Use Permits**

Checklist A

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

Checklist B

☒ **Planned Development**

Checklist C

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

Checklist D

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

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

	Applicant	Agent (If Applicable)
Name:	Chris Lieb	
Firm:	Lieb Engineering	
Phone:	2519789779	
Email:	clieb@liebengineering.com	
Address:	1290 Main St Ste E Daphne AL 36526	

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:	MACP Grandview II, LLC	
Firm:	Morrison Avenue Capital Partners	
Phone:	(727) 260-1214	
Email:	cj@morrisonavenuecapital.com	
Address:	1703 N McMullen Booth Rd Unit 1037 Safety Harbor, FL 34695	

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

6151 Marina Dr S Mobile, AL 36605

Property Address

Property Area (acres or square feet)

Parcel Number(s) or Key Number(s)
01052327

Present Zoning or Transect District

Proposed Zoning or Transect District (if applicable)

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

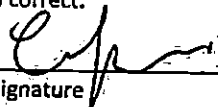
This requirement applies to any of the following applications:

- 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

10/17/25
Date

Chris Lieb
Applicant or Agent Signature (if applicable)

Date

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

Applicant or Agent Signature

Date

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

This Instrument Prepared By and
When Recorded Return To:

Christopher M. Gill, Esq.
Hand Arendall Harrison Sale LLC
Post Office Box 123
Mobile, AL 36601

STATE OF ALABAMA)
MOBILE COUNTY)

Send tax notices to:
MACP Grandview, LLC
1703 McMullen Booth Road, #1037
Safety Harbor, FL 34695
Attn: Craig S. Descalzi

STATUTORY WARRANTY DEED

KNOW ALL MEN BY THESE PRESENTS, that for and in consideration of Ten and No/100 Dollars (\$10.00) and other good and valuable consideration in hand paid to CSV Grandview I, LLC, an Alabama limited liability company, Chris J. Ball, a married man, and Brewer Realty, LLC, an Alabama limited liability company (collectively "Grantor"), by MACP Grandview, LLC, a Delaware limited liability company ("Grantee"), the receipt of which is acknowledged, Grantor does hereby GRANT, BARGAIN, SELL AND CONVEY unto Grantee, its successors and assigns, that certain real property situated in Mobile County, Alabama, which is described on Exhibit A attached hereto and made a part hereof (the "Property").

It is expressly understood and agreed that this Statutory Warranty Deed is made subject to the matters described on Exhibit B attached hereto and made a part hereof (the "Exceptions").

TO HAVE AND TO HOLD the Property unto Grantee, its successors and assigns, together with all and singular the tenements, hereditaments and appurtenances thereunto belonging or in anywise appertaining and unto its successors and assigns forever.

Subject to the Exceptions, Grantor hereby covenants and agrees with Grantee, and its successors and assigns, that Grantor, and its successors and assigns, will warrant and defend the Property against the lawful claims (unless otherwise noted above) of all persons claiming by, through, or under Grantor, but not further or otherwise. Chris J. Ball hereby represents that the Property is not his homestead.

\$6,879,000.00 of the Total Purchase Price for this conveyance has been paid out of the proceeds of a mortgage loan in the amount of **\$6,879,000.00** recorded simultaneously herewith.

Pursuant to the provisions of Ala. Code § 40-22-1 (1975), the following information is offered in lieu of submitting Form RT-1:

Grantor's Name and Mailing Address:	Grantee's Name and Mailing Address:
CSV Grandview I, LLC	MACP Grandview, LLC
1415 High Forest Drive	1703 McMullen Booth Road, #1037
Tuscaloosa, AL 35406	Safety Harbor, FL 34695
Attn: Vincent Langan	Attn: Craig S. Descalzi

Grantor's Name and Mailing Address Cont'd:	
Chris J. Ball	
1415 High Forest Drive	
Tuscaloosa, AL 35406	
Brewer Realty, LLC	
2206 14 th Street	
Tuscaloosa, AL 35401	
Attn: Samuel Brewer	

Property Address:	6151 Marina Drive South, Mobile, AL 36605
Date of Sale:	February 28, 2025
Total Purchase Price:	\$9,700,000.00
The Purchase Price can be verified in:	☒ Closing Statement ☐ Sales Contract ☐ Appraisal ☐ Bill of Sale ☐ Property Tax Bill or Assessment ☐

[Signature(s) on following page(s)]

IN WITNESS WHEREOF, Grantor has executed this Statutory Warranty Deed, to be effective as of February 28, 2025.

GRANTOR:

CSV GRANDVIEW I, LLC,
an Alabama limited liability company

By: _____

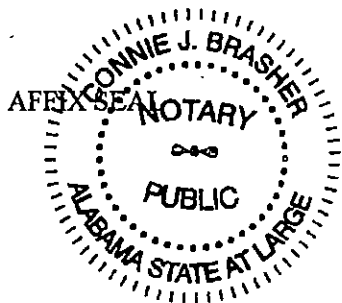
Name: Vincent Langan

Its: Sole Member

STATE OF Alabama)
COUNTY OF Mobile)

I, the undersigned authority, a Notary Public in and for said county in said State, hereby certify that Vincent Langan, whose name as Sole Member of CSV Grandview I, LLC, an Alabama limited liability company, is signed to the foregoing instrument and who is known to me, acknowledged before me on this day that, being informed of the contents of said instrument, he/she, as such representative and with full authority, executed the same voluntarily for and as the act of said limited liability company on the day the same bears date.

Given under my hand and official seal, this 28 day of February, 2025

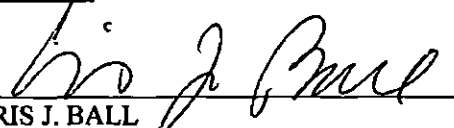


Notary Public

My commission expires: _____

1/16/2029

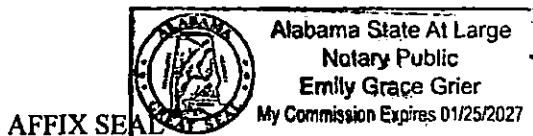
GRANTOR:

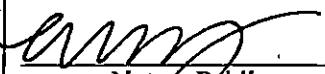

CHRIS J. BALL

STATE OF Alabama)
COUNTY OF TUSCALOOSA)

I, the undersigned authority, a Notary Public in and for said county in said State, hereby certify that Chris J. Ball, whose name is signed to the foregoing instrument and who is known to me, acknowledged before me on this day that, being informed of the contents of said instrument, he executed the same voluntarily on the day the same bears date.

Given under my hand and official seal, this 28 day of February, 2025.




Notary Public

My commission expires: 01/26/27

GRANTOR:

BREWER REALTY, LLC,
an Alabama limited liability company

By: [Signature]
Name: Samuel Brewer
Its: Authorized Member

STATE OF Alabama)
COUNTY OF TUSCALOOSA)

I, the undersigned authority, a Notary Public in and for said county in said State, hereby certify that Samuel Brewer, whose name as Authorized Member of Brewer Realty, LLC an Alabama limited liability company, is signed to the foregoing instrument and who is known to me, acknowledged before me on this day that, being informed of the contents of said instrument, he/she, as such representative and with full authority, executed the same voluntarily for and as the act of said limited liability company on the day the same bears date.

Given under my hand and official seal, this 28 day of February, 2025.

[Signature]
Notary Public

AFFIX SEAL

My commission expires: 01/25/27

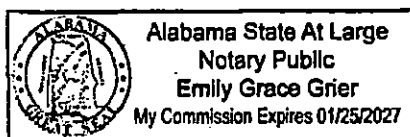


Exhibit A

The Land referred to herein below is situated in the County of Mobile, State of Alabama, and is described as follows:

Lot 2, Grandview Apartments Subdivision, according to plat thereof recorded in Map Book 126, page 71 (also known as Real Property Book 6836, page 1185 and Instrument No. 2011063301), of the records in the Office of the Judge of Probate of Mobile County, Alabama.

TOGETHER WITH a non-exclusive terminable right-of-way and easement for the sole purpose of vehicles travelling on, over, through and across the following described property located in Mobile County, Alabama.

That certain plot or parcel of land lying within Lot 1, Grandview Apartments Subdivision, according to plat thereof recorded in Map Book 126, page 71 (also known as Real Property Book 6836, page 1185 and Instrument No. 2011063301), of the records in the Office of the Judge of Probate of Mobile County, Alabama, more particularly described as twelve (12) feet each side of the following described centerline:

Commencing at a point on the East right-of-way line of Marina Drive South (Dauphin Island Parkway) (right-of-way varies), where said right-of-way line is intersected by a North boundary of Lot 1, Grandview Apartments Subdivision, as recorded in Map Book 126, page 71, Probate Court Records, Mobile County, Alabama; thence South 09 degrees, 02 minutes, 02 seconds West, along said East right-of-way line, a distance of 50.33 feet to the point of beginning of said centerline; thence along said centerline as follows: South 75 degrees, 30 minutes, 13 seconds East, 183.52 feet; North 44 degrees, 15 minutes, 14 seconds East, 320.89 feet; South 49 degrees, 57 minutes, 46 seconds East, 253.89 feet; South 28 degrees, 22 minutes, 02 seconds West, 90.12 feet to the PC of a 75.0 foot radius curve concave Eastwardly (chord bears South 15 degrees, 31 minutes, 50 seconds East, 104.01 feet); thence along said curve and along said centerline a distance of 114.92 feet to the PT thereof; thence continue along said centerline as follows: South 59 degrees, 25 minutes, 41 seconds East, 96.94 feet; South 13 degrees, 51 minutes, 05 seconds East, 51.58 feet to the North line of Lot 2 and the point of ending of said centerline.

Exhibit B
Permitted Exceptions

1. All taxes for the year 2025 and subsequent years, a lien not yet due and payable.
2. Any prior reservations or conveyances, together with release of damages of minerals of every kind and character, including, but not limited to, oil, gas, sand, and gravel in, on and under the Land.
3. Easements, building setback lines, restrictions, and/or other matters as shown on record plat of Grandview Apartments Subdivision recorded in Plat Book 126, Page 71, in the Probate Office of Mobile County, Alabama, and as shown on ALTA/NSPS Land Title Survey by Steven G. Faulkner, PLS, Ala. License No. 24329, for TTL, dated November 22, 2024, and designated as Project No. 24-13-3114.00.
4. Rights-of-way granted to Alabama Power Company by instrument(s) recorded in Real Property Book 3989, Page 13, Real Property Book 1931, Page 151; Real Property Book 6508, Page 170; and Land Record Book 7345, Page 1308, in the Probate Office of Mobile County, Alabama, as shown on ALTA/NSPS Land Title Survey by Steven G. Faulkner, PLS, Ala. License No. 24329, for TTL, dated November 22, 2024, and designated as Project No. 24-13-3114.00.
5. Rights-of-way granted to Alabama Power Company by instrument(s) recorded in Deed Book 243, Page 297; Deed Book 243, Page 298; Deed Book 243, Page 308; Deed Book 250, Page 193; Deed Book 435, Page 13; Real Property Book 583, Page 818; Real Property Book 1326, Page 874; and Real Property Book 1326, Page 877, in the Probate Office of Mobile County, Alabama.
6. Subject to that Joint Use and Maintenance Agreement between Bay Oaks, Ltd. And Hand & Associates, Inc. dated December 15, 1977, and recorded in Real Property Book 1792, Page 718, in the Probate Office of Mobile County, Alabama.
7. Subject to the terms and conditions of that certain non-exclusive terminable right-of-way and easement for ingress and egress as set out in Warranty Deed dated January 31, 2012, and recorded in Real Property Book 6859, Page 1862, in the Probate Office of Mobile County, Alabama, as shown on ALTA/NSPS Land Title Survey by Steven G. Faulkner, PLS, Ala. License No. 24329, for TTL, dated November 22, 2024, and designated as Project No. 24-13-3114.00.
8. Rights of the United States, State of Alabama, or other parties in and to the bed, shore and waters of Mobile Bay. The policy(ies) to be issued pursuant hereto will insure only such riparian and littoral rights as legally accrue by reason of ownership in fee simple of property adjoining.
9. Any portion of the Land which may be affected by accretion, reliction, erosion and/or avulsion.
10. Rights of tenants in possession, as tenants only, under unrecorded residential apartment leases.
11. Matters shown on ALTA/NSPS Land Title Survey by Steven G. Faulkner, PLS, Ala. License No. 24329, for TTL, dated November 22, 2024, and designated as Project No. 24-13-3114.00, including, but not limited to, the following:
 - a) Overhead utility (power and telephone) lines and poles, guy wires, meters, boxes, pedestals;
 - b) Underground utility (water and gas) lines, hydrants, manholes, catch basins, valves, meters, and regulators;
 - c) Existing wood fence encroaches onto adjoining property along westerly boundary.

This Instrument Prepared By and
When Recorded Return To:

Christopher M. Gill, Esq.
Hand Arendall Harrison Sale LLC
Post Office Box 123
Mobile, AL 36601

STATE OF ALABAMA)
MOBILE COUNTY)

Send tax notices to:
MACP Grandview II, LLC
1703 McMullen Booth Road, #1037
Safety Harbor, FL 34695
Attn: Craig S. Descalzi

STATUTORY WARRANTY DEED

KNOW ALL MEN BY THESE PRESENTS, that for and in consideration of Ten and No/100 Dollars (\$10.00) and other good and valuable consideration in hand paid to CSV Grandview II, LLC, an Alabama limited liability company, by MACP Grandview II, LLC, a Delaware limited liability company ("Grantee"), the receipt of which is acknowledged, Grantor does hereby GRANT, BARGAIN, SELL AND CONVEY unto Grantee, its successors and assigns, that certain real property situated in Mobile County, Alabama, which is described on Exhibit A attached hereto and made a part hereof (the "Property").

It is expressly understood and agreed that this Statutory Warranty Deed is made subject to the matters described on Exhibit B attached hereto and made a part hereof (the "Exceptions").

TO HAVE AND TO HOLD the Property unto Grantee, its successors and assigns, together with all and singular the tenements, hereditaments and appurtenances thereunto belonging or in anywise appertaining and unto its successors and assigns forever.

Subject to the Exceptions, Grantor hereby covenants and agrees with Grantee, and its successors and assigns, that Grantor, and its successors and assigns, will warrant and defend the Property against the lawful claims (unless otherwise noted above) of all persons claiming by, through, or under Grantor, but not further or otherwise.

\$1,000,000.00 of the Total Purchase Price for this conveyance has been paid out of the proceeds of a mortgage loan in the amount of \$1,000,000.00 recorded simultaneously herewith.

[Continued on next page]

Pursuant to the provisions of Ala. Code § 40-22-1 (1975), the following information is offered in lieu of submitting Form RT-1:

Grantor's Name and Mailing Address:	Grantee's Name and Mailing Address:
CSV Grandview II, LLC	MACP Grandview II, LLC
1415 High Forest Drive	1703 McMullen Booth Road, #1037
Tuscaloosa, AL 35406	Safety Harbor, FL 34695
Attn: Vincent Langan	Attn: Craig S. Descalzi
Property Address:	6151 Marina Drive South, Mobile, AL 36605
Date of Sale:	February 28, 2025
Total Purchase Price:	\$1,800,000.00
The Purchase Price can be verified in:	☒ Closing Statement ☐ Sales Contract ☐ Appraisal ☐ Bill of Sale ☐ Property Tax Bill or Assessment ☐ _____

[Signature(s) on following page(s)]

IN WITNESS WHEREOF, Grantor has executed this Statutory Warranty Deed, to be effective as of February 28, 2025.

GRANTOR:

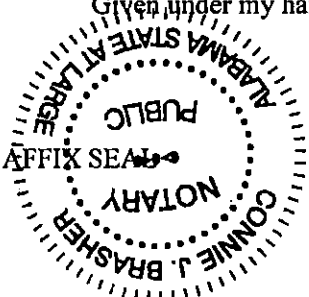
CSV GRANDVIEW II, LLC,
an Alabama limited liability company

By: Vincent Langan
Name: Vincent Langan
Its: Authorized Signatory

STATE OF Alabama)
COUNTY OF Mobile)

I, the undersigned authority, a Notary Public in and for said county in said State, hereby certify that Vincent Langan, whose name as Authorized Signatory of CSV Grandview II, LLC an Alabama limited liability company, is signed to the foregoing instrument and who is known to me, acknowledged before me on this day that, being informed of the contents of said instrument, he/she, as such representative and with full authority, executed the same voluntarily for and as the act of said limited liability company on the day the same bears date.

Given under my hand and official seal, this 28th day of February, 2025.



Connie Brasher
Notary Public

My commission expires: 1/16/2029

Exhibit A

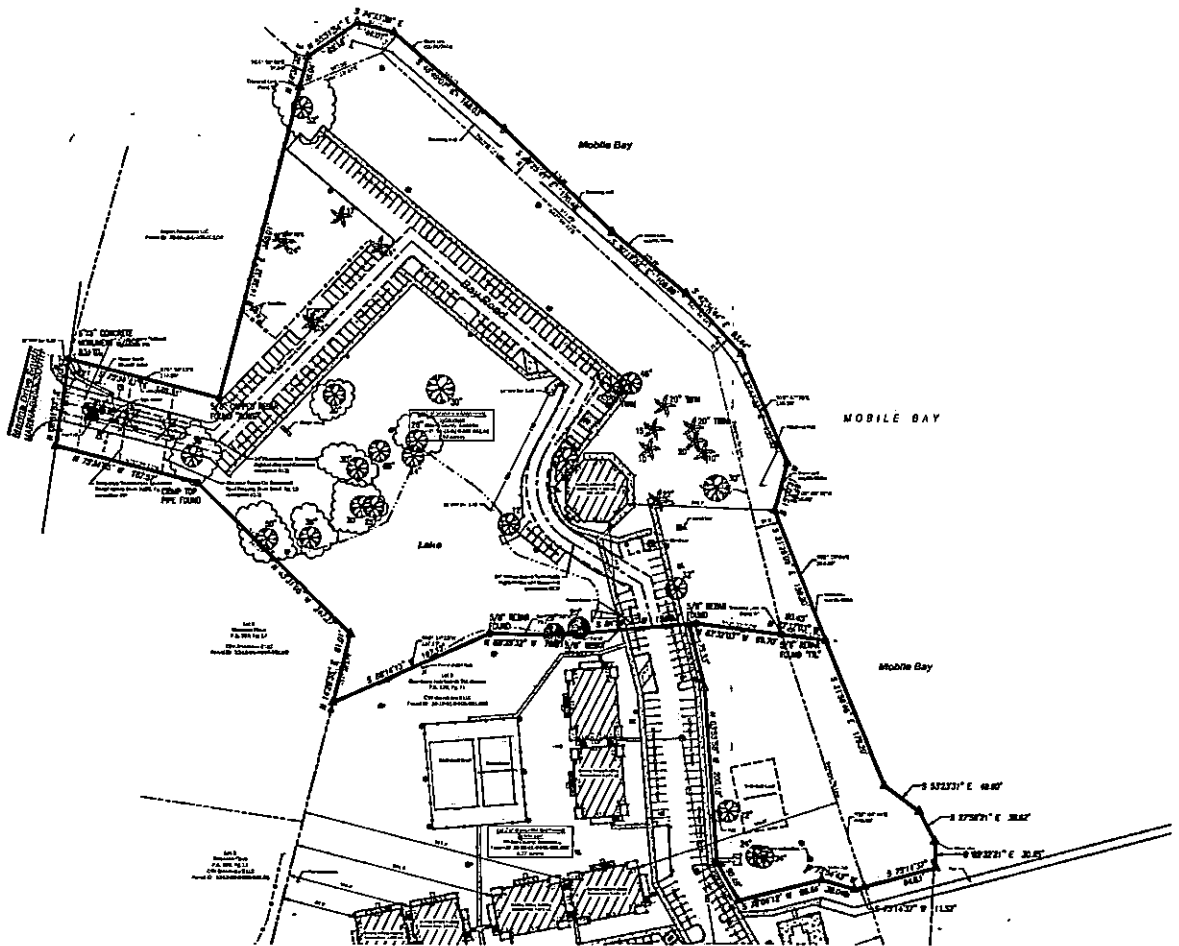
The Land referred to herein below is situated in the County of Mobile, State of Alabama, and is described as follows:

Lot 1, Grandview Apartments Subdivision, according to the plat thereof recorded in Map Book 126, page 71 (also known as Real Property Book 6836, page 1185 and Instrument No. 2011063301), of the records in the Office of the Judge of Probate of Mobile County, Alabama.

[For informational purposes only: Parcel No. 32-18-01-0-005-001.01X]

Exhibit B
Permitted Exceptions

1. All taxes for the year 2025 and subsequent years, a lien not yet due and payable.
2. Any prior reservations or conveyances, together with release of damages of minerals of every kind and character, including, but not limited to, oil, gas, sand, and gravel in, on and under the Land.
3. Easements, building setback lines, restrictions, and/or other matters as shown on record plat of Grandview Apartments Subdivision recorded in Plat Book 126, Page 71, in the Probate Office of Mobile County, Alabama.
4. Rights-of-way granted to Alabama Power Company by instrument(s) recorded in Real Property Book 3989, Page 13, Real Property Book 1931, Page 151; Real Property Book 6508, Page 170; and Land Record Book 7345, Page 1308, in the Probate Office of Mobile County, Alabama.
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6. Subject to that Joint Use and Maintenance Agreement between Bay Oaks, Ltd. And Hand & Associates, Inc. dated December 15, 1977, and recorded in Real Property Book 1792, Page 718, in the Probate Office of Mobile County, Alabama.
7. Subject to that certain non-exclusive terminable right-of-way and easement for ingress and egress as set out in Warranty Deed dated January 31, 2012, and recorded in Real Property Book 6859, Page 1862, in the Probate Office of Mobile County, Alabama.
8. Rights of the United States, State of Alabama, or other parties in and to the bed, shore and waters of Mobile Bay. The policy(ies) to be issued pursuant hereto will insure only such riparian and littoral rights as legally accrue by reason of ownership in fee simple of property adjoining.
9. Any portion of the Land which may be affected by accretion, reliction, erosion and/or avulsion.



AIRPORT PROPERTIES
4175 GOVT BLVD
MOBILE, AL 36693

AIRPORT PROPERTIES
4175 GOVT BLVD
MOBILE, AL 36693

AIRPORT PROPERTIES
4175 GOVT BLVD
MOBILE, AL 36693

CSV GRANDVIEW II LLC
6151 MARINA DR S
MOBILE, AL 36605

CSV GRANDVIEW II LLC
6151 MARINA DR S
MOBILE, AL 36605

CSV GRANDVIEW II LLC
6151 MARINA DR S
MOBILE, AL 36605

MACP GRANDVIEW II LLC
ATTN CRAIG DESCALZI
1703 N MCMULLEN BOOTH RD
UNIT #1037
SAFETY HARBOR, FL 34695

MACP GRANDVIEW II LLC
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MACP GRANDVIEW II LLC
ATTN CRAIG DESCALZI
1703 N MCMULLEN BOOTH RD
UNIT #1037
SAFETY HARBOR, FL 34695

LESLIE HALL
6320 DAUPHIN ISLAND PKWY
MOBILE, AL 36605

LESLIE HALL
6320 DAUPHIN ISLAND PKWY
MOBILE, AL 36605

LESLIE HALL
6320 DAUPHIN ISLAND PKWY
MOBILE, AL 36605

BEVERLY HALL
6158 MARINA DR S
MOBILE, AL 36605

BEVERLY HALL
6158 MARINA DR S
MOBILE, AL 36605

BEVERLY HALL
6158 MARINA DR S
MOBILE, AL 36605

CHRIS LIEB
1290 MAIN ST STE E
DAPHNE, AL 36526

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1290 MAIN ST STE E
DAPHNE, AL 36526

CHRIS LIEB
1290 MAIN ST STE E
DAPHNE, AL 36526

MICHAEL KEELING
91 WATSON CIRCLE
MONTGOMERY, AL 36109

MICHAEL KEELING
91 WATSON CIRCLE
MONTGOMERY, AL 36109

MICHAEL KEELING
91 WATSON CIRCLE
MONTGOMERY, AL 36109

CYNTHIA WARD
6325 BAY RD N
MOBILE, AL 36605

CYNTHIA WARD
6325 BAY RD N
MOBILE, AL 36605

CYNTHIA WARD
6325 BAY RD N
MOBILE, AL 36605

JOHN SEKNICKA
6333 BAY RD N
MOBILE, AL 36605

JOHN SEKNICKA
6333 BAY RD N
MOBILE, AL 36605

JOHN SEKNICKA
6333 BAY RD N
MOBILE, AL 36605

ELLIS OLLINGER
6341 BAY RD N
MOBILE, AL 36605

ELLIS OLLINGER
6341 BAY RD N
MOBILE, AL 36605

ELLIS OLLINGER
6341 BAY RD N
MOBILE, AL 36605



THOMAS LUNCEFORD
4095 AUDUBON DR E
MOBILE, AL 36619

THOMAS LUNCEFORD
4095 AUDUBON DR E
MOBILE, AL 36619



THOMAS LUNCEFORD
4095 AUDUBON DR E
MOBILE, AL 36619

MICHAEL KEELING
91 WATSON CIRCLE
MONTGOMERY, AL 36109

MICHAEL KEELING
91 WATSON CIRCLE
MONTGOMERY, AL 36109

MICHAEL KEELING
91 WATSON CIRCLE
MONTGOMERY, AL 36109

JOSEPH WALL
413 EAST RIDGE TRAIL
PINEVILLE, LA 71360

JOSEPH WALL
413 EAST RIDGE TRAIL
PINEVILLE, LA 71360

JOSEPH WALL
413 EAST RIDGE TRAIL
PINEVILLE, LA 71360



Agenda Item # 4 - HOLDOVER MOD-003524-2025

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

[Applicant Materials for Consideration](#)

DETAILS

Location:

6151 Marina Drive South

Applicant / Agent:

Chris Lieb, Lieb Engineering Company, LLC

Property Owner:

MACP Grandview II, LLC

Current Zoning:

R-3, Multi-Family Residential Suburban District

Future Land Use:

Low Density Residential & Mixed Commercial
Corridor

Applicable Codes, Policies, and Plans:

- Unified Development Code
- Map for Mobile Comprehensive Plan

Schedule for Development:

- Not provided

Proposal:

- Modification of a previously approved Planned Unit Development

Considerations:

1. Modification of a previously approved Planned Unit Development with twenty (20) conditions.

Report Contents:

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Holdover Considerations	3
Site History	5
Staff Comments	5
Commission Considerations	8
Exhibits	10

PLANNING COMMISSION VICINITY MAP - EXISTING AERIAL



The site is surrounded by residential units. A marina and restaurant lie to the northwest.

APPLICATION NUMBER	4	DATE	December 18, 2025
APPLICANT	Chris Lieb, Lieb Engineering Company, LLC		
REQUEST	PUD Modification		
 NTS			

HOLDOVER COMMENTS

The subject site was heldover at the Planning Commission's October 16, 2025, meeting to allow the applicant time to address concerns related to the proposed development's design. The applicant has since submitted a revised site plan to address staff's concerns.

The site plan has been revised to state that the site has 96 existing units, and 178 units are proposed, for a total of 274 dwelling units. It should be noted that based on the overall size of the property, up to 408 dwelling units could be allowed on the site. With 274 dwelling units proposed, the site is required to have 411 parking spaces. The site plan indicates that a total of 412 parking spaces will be provided. It should be noted that the existing parking lot has several areas where there are more than 12 contiguous parking spaces. If approved, the site plan should be revised to depict the provision of a landscaped island to break up these areas.

The applicant has revised the proposed site plan to depict the required sidewalk along Marina Drive. However, there is no pedestrian connection from the public sidewalk to the structures on the site. Furthermore, if approved, the sidewalks in front of each of the buildings should be revised to connect with each other.

The site plan has been revised to depict a 6-foot (6') tall wooden privacy fence where the site abuts residentially developed property. This should be retained on the site plan, if approved.

The site plan has been revised to include the building footprints of all existing and proposed structures, clearly depicting that the building footprint will be increased by more than 50%, thus requiring the site to fully comply with tree planting and landscape area requirements. Notes were added to the site plan stating that the site will provide compliant bicycle parking spaces, parking lot lighting, building design, and tree planting and landscape area requirements, which should be retained on the site plan, if approved.

The proposed site plan depicts new dumpsters being located on the site. If approved, a note should be placed on the site plan stating any dumpster placed on the property will comply with the placement and enclosure standards of Article 3, Section 64-3-13.A.4. of the UDC.

Additionally, the applicant states that the proposed new structures will exceed the maximum allowable height of 50-feet, but will not exceed 65-feet in height. While the applicant does not specifically provide the reason for this, it is most likely due to the site's proximity to water, and therefore structures must be elevated to comply with floodplain management requirements. As such, the proposed increased building height is a function of the land, and not the use, and can be considered as part of the current Major Modification application.

Finally, the site plan has been revised to include the correct development name as well as the legal descriptions for the entire development.

HOLDOVER CONSIDERATIONS

Standards of Review:

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

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

1. Is consistent with all applicable requirements of this Chapter;

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

Considerations:

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

1. Provision of the lot size in square feet and acres on the Final PUD Site Plan;
2. Retention of the sidewalk along Marina Drive South;
3. Revision of the site plan to provide a pedestrian connection from the public sidewalk to the structures on the site to comply with Article 3, Section 64-3-3 of the UDC;
4. Revision of the site plan to connect sidewalks in front of all buildings on the site;
5. Revision of the site plan to break up areas of more than twelve (12) contiguous parking spaces with a landscape island;
6. Retention of the note on the Final PUD Site Plan stating bicycle parking spaces will be provided in compliance with Article 3, Section 64-3-12.A.9. of the UDC;
7. Retention of the note on the Final PUD Site Plan stating that the site will comply with parking lot lighting standards under Article 3, Section 64-3-9.C. of the UDC, and that a photometric plan will be submitted at the time of permitting;
8. Retention of both existing and proposed building sizes in square feet on the Final PUD Site Plan;
9. Retention of the note on the Final PUD Site Plan stating that the site will comply with building elevation requirements of Article 3, Section 64-3-6 of the UDC;
10. Provision of a note on the Final PUD Site Plan stating the maximum allowable building height is 65-feet;
11. Retention of the note on the Final PUD Site Plan stating that the site will comply with tree planting and landscape area requirements of Article 3, Section 64-3-7 of the UDC;
12. Retention of the note on the Final PUD Site Plan stating that a residential buffer compliant with Section 64-3-8 of the UDC will be provided, where the site abuts residentially developed property;
13. Provision of a note on the Final PUD Site Plan stating any dumpster placed on the property will comply with the placement and enclosure standards of Article 3, Section 64-3-13.A.4. of the UDC;
14. Retention of the note on the Final PUD Site Plan stating that any future development or re-development of the site may require additional PUD modifications, subject to approval by the Planning Commission and City Council;
15. Compliance with all Engineering comments noted in this staff report;
16. Compliance with all Traffic Engineering comments noted in this staff report;
17. Compliance with all Urban Forestry comments noted in this staff report;

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

SITE HISTORY

The subject site was developed as an apartment complex in approximately 1978, and was annexed into the City of Mobile in 1986. After annexation, the site was zoned R-1, Single-Family Residential District.

In August 2005, five (5) of eleven (11) structures on the site were damaged by Hurricane Katrina, and were demolished.

In August 2008, the site came before the Planning Commission for a two (2) lot Subdivision and Planned Unit Development (PUD) to allow multiple buildings on a single building site with shared access and parking. These applications were approved, but allowed to expire.

In August 2011, the site came back before the Planning Commission with a Subdivision application to create two (2) legal lots of record, a PUD to allow multiple buildings on a single building site with shared access and parking between two (2) building sites, and a Rezoning application to rezone the property from R-1 to R-3. All applications were approved, with the Subdivision recorded in Probate Court and the Rezoning approved by the City Council.

STAFF COMMENTS

Engineering Comments:

1. Revise the NAME and other information shown in the TITLE BLOCK that is wrong (i.e. LEIGHTON VILLAGE, TWILLEY BUILDERS, LLC.)
2. Retain NOTES #1 - #8, as shown on the Grandview Pointe Apartments PUD PLAN sheet 1 of 1 dated 3/29/2023.

Traffic Engineering Comments:

A traffic impact study will be required for this site. 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 has submitted a Major Modification of a Previously Approved Planned Unit Development to allow the construction of six (6) new residential structures with 178 new dwelling units, as well as a new clubhouse, pool, mail kiosk, and dumpster. An existing gazabo is to be removed from the site.

A detailed project description, along with all associated application materials, is available through the link provided on Page 1 of this report.

The site plan depicts the existing and proposed structures on the site, but does not provide the number of units that are existing on the site currently, nor the total number of units proposed after the addition, making it difficult for staff to determine if there will be sufficient parking available on the site. The applicant should revise the site plan to provide both the number of existing and proposed units, as well as the number of parking spaces available.

Surrounding properties are located outside of the City of Mobile, in an unincorporated portion of Mobile County, with properties to the South being developed residentially and properties to the Southwest being vacant. As such, if approved, a residential buffer compliant with Section 64-3-8 of the UDC will be required, and should be shown on the site plan.

It should be noted that there is not an existing sidewalk along Marina Drive South. As the site is being redeveloped, the site will either need to provide a sidewalk, or submit a Sidewalk Waiver application to the Planning Commission for consideration. If a sidewalk is to be provided, a pedestrian walkway compliant with the requirements of Article 3, Section 64-3-3 of the UDC must be provided.

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

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

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

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

Maximum allowable height in an R-3 Suburban District is 50 feet.

The size of both existing and proposed buildings should be labeled in square feet on a revised site plan or included in a table on the Final PUD Site Plan.

It should be noted that because the lot that is proposed to contain the new structures will be a complete redevelopment of the site, it must fully comply with tree planting and landscape area requirements. If approved, a note stating the site will comply with tree planting and landscape area requirements of Article 3, Section 64-3-7 of the UDC should be included on the Final PUD Site Plan. A landscaping plan will be required at the time of permitting to verify compliance.

A dumpster is shown on the site plan with an enclosure on unknown materials and design. If approved, a note referencing compliance with dumpster enclosure and placement standards of Section 64-3-13.A.4. of the UDC should be added to the Final PUD Site Plan.

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

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PLANNED UNIT DEVELOPMENT MODIFICATION CONSIDERATIONS

Standards of Review:

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

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

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

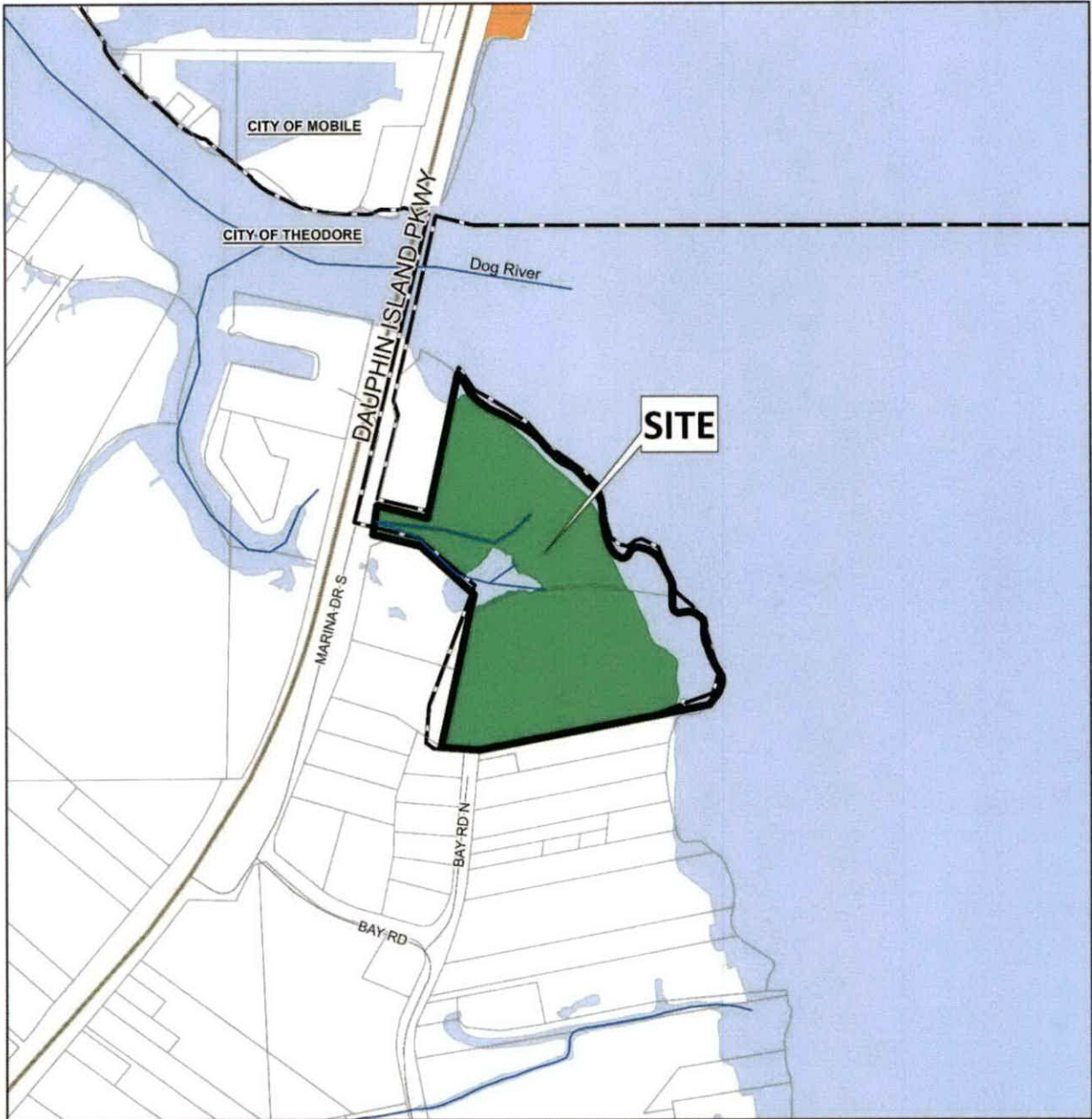
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5. Revision of the site plan to depict a residential buffer compliant with Section 64-3-8 of the UDC;
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8. Revision of the site plan to label the size of each building in square feet or provide a corresponding table with the same information;

9. Provision of building elevation drawings demonstrating compliance with Article 3, Section 64-3-6 of the UDC, or placement of a note on the revised site plan stating that each new building will comply with these standards;
10. Placement of a note on the site plan stating that the site will fully comply with tree planting and landscape area requirements of Section 64-3-7 of the UDC;
11. Placement of a note on the revised site plan stating that any future development or re-development of the site may require additional PUD modifications, subject to approval by the Planning Commission and City Council;
12. Revision of the site plan to include the correct project name and property owner;
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15. Placement of a note on the Final Plat stating all Traffic Engineering comments noted in this staff report;
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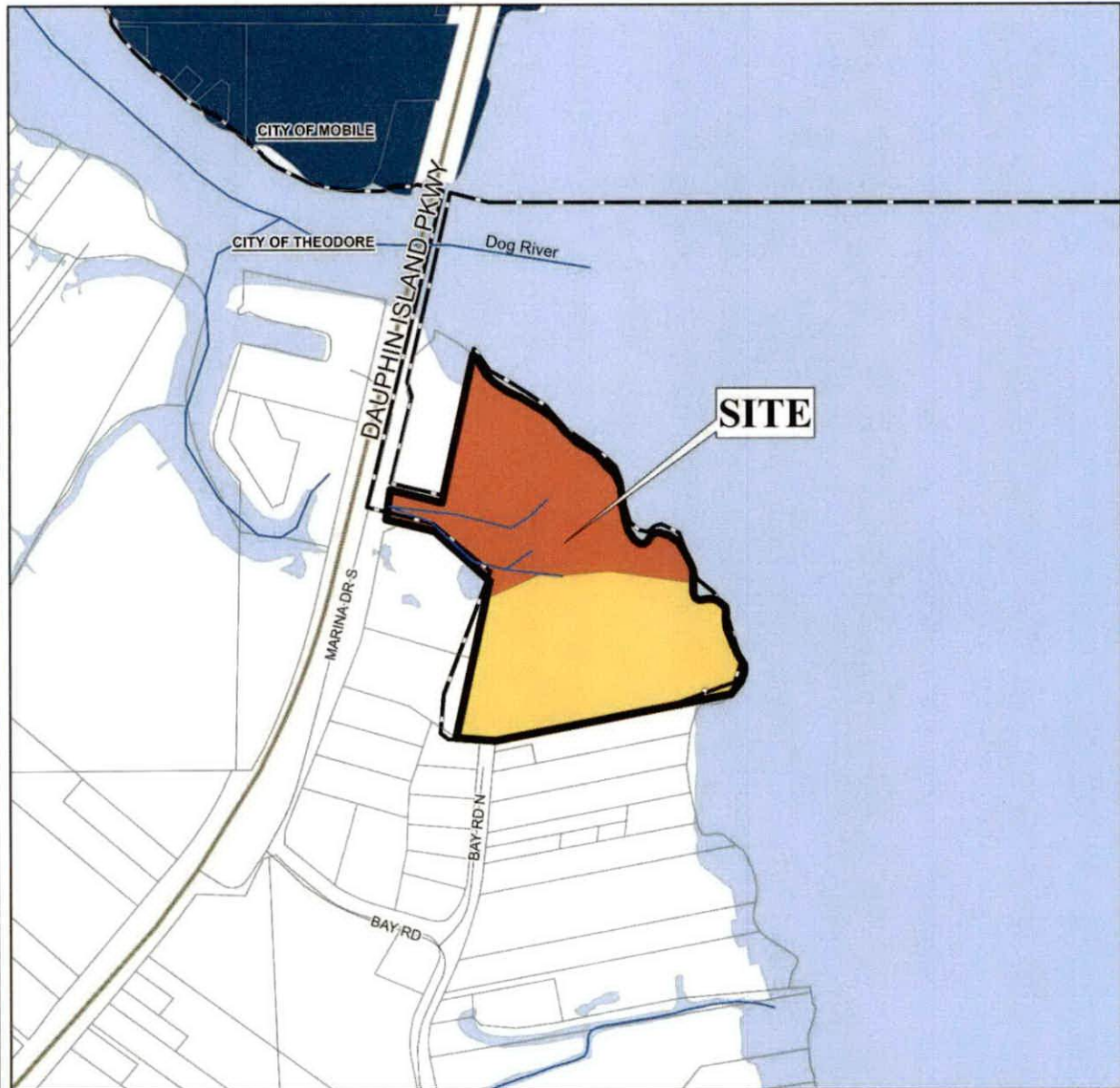
LOCATOR ZONING MAP



APPLICATION NUMBER	4	DATE	December 18, 2025
APPLICANT	Chris Lieb, Lieb Engineering Company, LLC		
REQUEST	PUD Modification		



FLUM LOCATOR MAP



APPLICATION NUMBER 4 DATE December 18, 2025

APPLICANT Chris Lieb, Lieb Engineering Company, LLC

REQUEST PUD Modification

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



PLANNING COMMISSION VICINITY MAP - EXISTING ZONING



The site is surrounded by residential units. A marina and restaurant lie to the northwest.

APPLICATION NUMBER <u>4</u> DATE <u>December 18, 2025</u>		 N NTS
APPLICANT <u>Chris Lieb, Lieb Engineering Company, LLC</u>		
REQUEST <u>PUD Modification</u>		
R-A R-1 R-2 R-3 R-B H-B LB-2 B-4 B-5 B-2 B-3 B-1 T-B T-3 T-4 T-5.1 T-5.2 T-6	B-1 B-2 B-3 B-4 B-5 B-2 B-3 B-1 T-B T-3 T-4 T-5.1 T-5.2 T-6	ML MH I-1 I-2 PD SD SD-WH OPEN MUN I-1 I-2 PD SD SD-WH OPEN MUN

[illegible]

APPLICATION NUMBER	4	DATE	December 18, 2025	 NTS
APPLICANT	Chris Lieb, Lieb Engineering Company, LLC			
REQUEST	PUD Modification			

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

[illegible]

LOW DENSITY RESIDENTIAL (LDR)

This designation applies to residential neighborhoods found mostly west of I-65 or immediately adjacent to the east side of I-65. These areas are primarily single family residential, but may contain small-scale complimentary uses and other residential types at appropriate locations. An LDR area may include a wide range of lot sizes, housing size and styles, including some small-scale multi-unit buildings, but housing styles are highly consistent within a subdivision and tend to have limited connectivity between residential types and non-residential uses. Neighborhoods tend to have longer blocks and may be designed in a network of meandering streets. Residential density ranges between 0 and 6 dwelling units per acre (du/ac).

Development Intent

- › Complementary uses are designed and sited in a manner compatible with and connected to the surrounding context.
- › The presence of individual ancillary uses should contribute to the fabric of a complete neighborhood, developed at a walkable, bikeable human scale.
- › When establishing new residential areas or expanding existing developments, provide pedestrian and vehicular connectivity between adjacent developments.

Land use mix

Primary Uses

- › Residential, Single family
- › Residential, Attached

Secondary Uses

- › Residential, Multifamily
- › Civic
- › Parks

Housing mix

- › Predominantly single family subdivisions with lots smaller than one acre
- › Attached residential such as duplexes, multiplexes, and townhomes that have the scale of a single family home

Character Example



MIXED COMMERCIAL CORRIDOR (MCC)

This land use designation mostly applies to transportation corridors west of I-65 serving primarily the low-density (suburban) residential neighborhoods. MCC includes a wide variety of retail, services and entertainment uses. This designation acknowledges existing commercial development that is spread along Mobile's transportation corridors in a conventional strip pattern or concentrated into shorter segments of a corridor.

Development Intent

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

Land use mix

Primary Uses

- › Commercial
- › Office

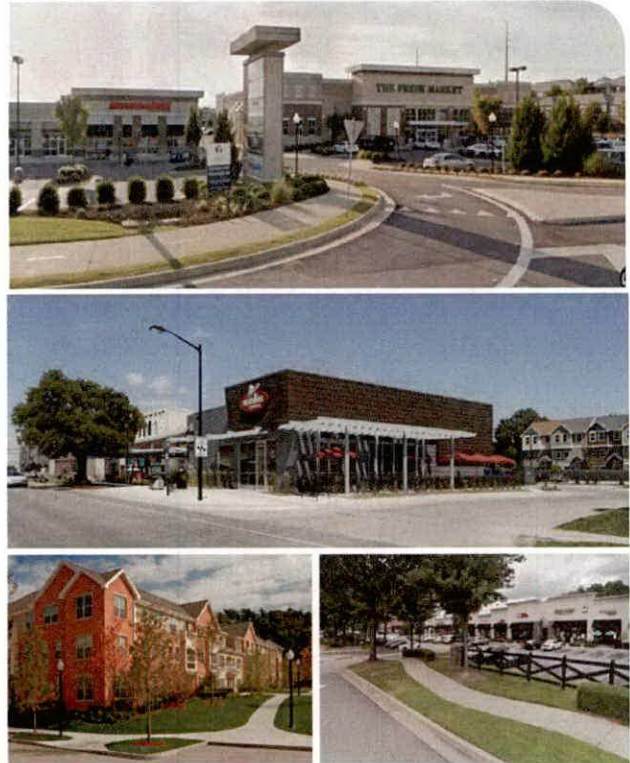
Secondary Uses

- › Residential, Multifamily
- › Residential, Attached
- › Civic
- › Parks

Housing mix

- › Multifamily buildings
- › Attached residential such as duplexes, multiplexes, and townhomes

Character Example





Agenda Item # 9
MOD-003524-2025

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

[**Applicant Materials for Consideration**](#)

DETAILS

Location:
6151 Marina Drive South

Applicant / Agent:
Chris Lieb, Lieb Engineering Company, LLC

Property Owner:
MACP Grandview II, LLC

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

Future Land Use:
Low Density Residential & Mixed Commercial Corridor

- Applicable Codes, Policies, and Plans:**
- Unified Development Code
 - Map for Mobile Comprehensive Plan
- Schedule for Development:**
- Not provided
- Proposal:**
- Modification of a previously approved Planned Unit Development
- Considerations:**
1. Holdover

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. A marina and restaurant lie to the northwest.

APPLICATION NUMBER _____ 9 _____	DATE _____ November 20, 2025 _____	 NTS
APPLICANT _____ Chris Lieb, Lieb Engineering Company, LLC _____		
REQUEST _____ PUD Modification _____		

SITE HISTORY

The subject site was developed as an apartment complex in approximately 1978, and was annexed into the City of Mobile in 1986. After annexation, the site was zoned R-1, Single-Family Residential District.

In August 2005, five (5) of eleven (11) structures on the site were damaged by Hurricane Katrina, and were demolished.

In August 2008, the site came before the Planning Commission for a two (2) lot Subdivision and Planned Unit Development (PUD) to allow multiple buildings on a single building site with shared access and parking. These applications were approved, but allowed to expire.

In August 2011, the site came back before the Planning Commission with a Subdivision application to create two (2) legal lots of record, a PUD to allow multiple buildings on a single building site with shared access and parking between two (2) building sites, and a Rezoning application to rezone the property from R-1 to R-3. All applications were approved, with the Subdivision recorded in Probate Court and the Rezoning approved by the City Council.

STAFF COMMENTS

Engineering Comments:

1. Revise the NAME and other information shown in the TITLE BLOCK that is wrong (i.e. LEIGHTON VILLAGE, TWILLEY BUILDERS, LLC.)
2. Retain NOTES #1 - #8, as shown on the Grandview Pointe Apartments PUD PLAN sheet 1 of 1 dated 3/29/2023.

Traffic Engineering Comments:

A traffic impact study will be required for this site. 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 has submitted a Major Modification of a Previously Approved Planned Unit Development to allow the construction of six (6) new residential structures with 178 new dwelling units, as well as a new clubhouse, pool, mail kiosk, and dumpster. An existing gazabo is to be removed from the site.

A detailed project description, along with all associated application materials, is available through the link provided on Page 1 of this report.

The site plan depicts the existing and proposed structures on the site, but does not provide the number of units that are existing on the site currently, nor the total number of units proposed after the addition, making it difficult for staff to determine if there will be sufficient parking available on the site. The applicant should revise the site plan to provide both the number of existing and proposed units, as well as the number of parking spaces available.

Surrounding properties are located outside of the City of Mobile, in an unincorporated portion of Mobile County, with properties to the South being developed residentially and properties to the Southwest being vacant. As such, if approved, a residential buffer compliant with Section 64-3-8 of the UDC will be required, and should be shown on the site plan.

It should be noted that there is not an existing sidewalk along Marina Drive South. As the site is being redeveloped, the site will either need to provide a sidewalk, or submit a Sidewalk Waiver application to the Planning Commission for consideration. If a sidewalk is to be provided, a pedestrian walkway compliant with the requirements of Article 3, Section 64-3-3 of the UDC must be provided.

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

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

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

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

Maximum allowable height in an R-3 Suburban District is 50 feet.

The size of both existing and proposed buildings should be labeled in square feet on a revised site plan or included in a table on the Final PUD Site Plan.

It should be noted that because the lot that is proposed to contain the new structures will be a complete redevelopment of the site, it must fully comply with tree planting and landscape area requirements. If approved, a note stating the site will comply with tree planting and landscape area requirements of Article 3, Section 64-3-7 of the UDC should be included on the Final PUD Site Plan. A landscaping plan will be required at the time of permitting to verify compliance.

A dumpster is shown on the site plan with an enclosure on unknown materials and design. If approved, a note referencing compliance with dumpster enclosure and placement standards of Section 64-3-13.A.4. of the UDC should be added to the Final PUD Site Plan.

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

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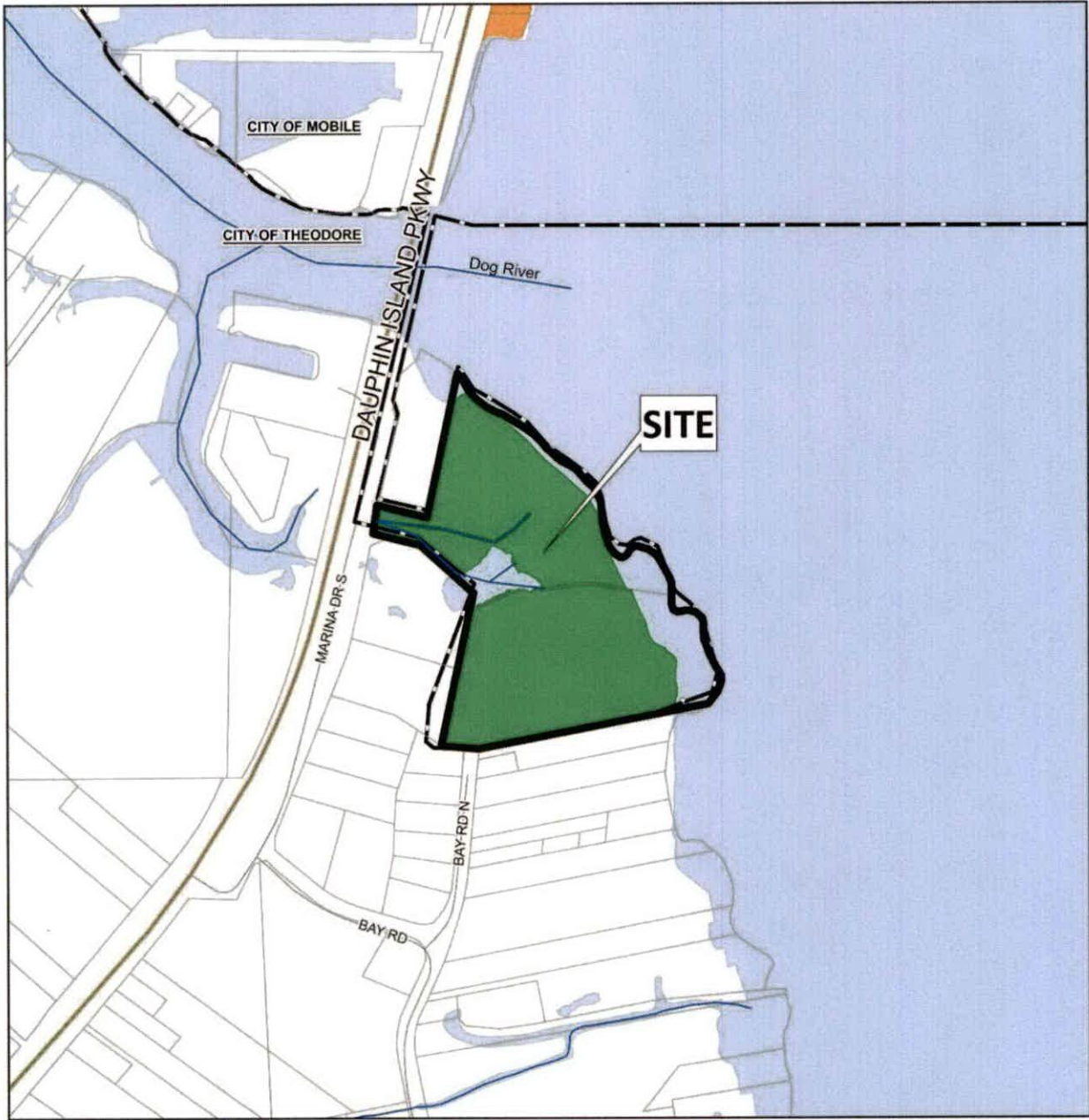
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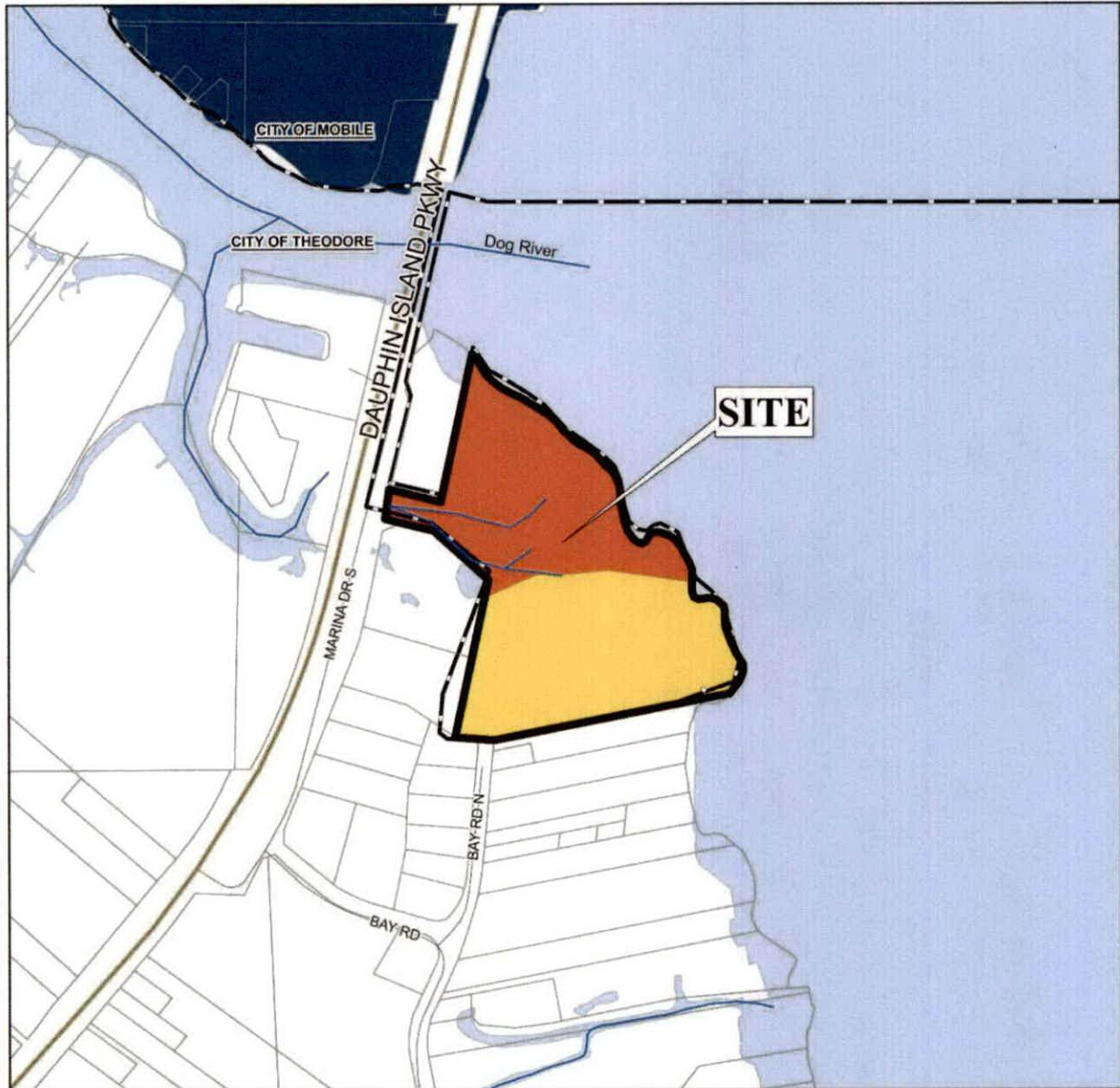
LOCATOR ZONING MAP



APPLICATION NUMBER 9 DATE November 20, 2025
APPLICANT Chris Lieb, Lieb Engineering Company, LLC
REQUEST PUD Modification



FLUM LOCATOR MAP



APPLICATION NUMBER 9 DATE November 20, 2025

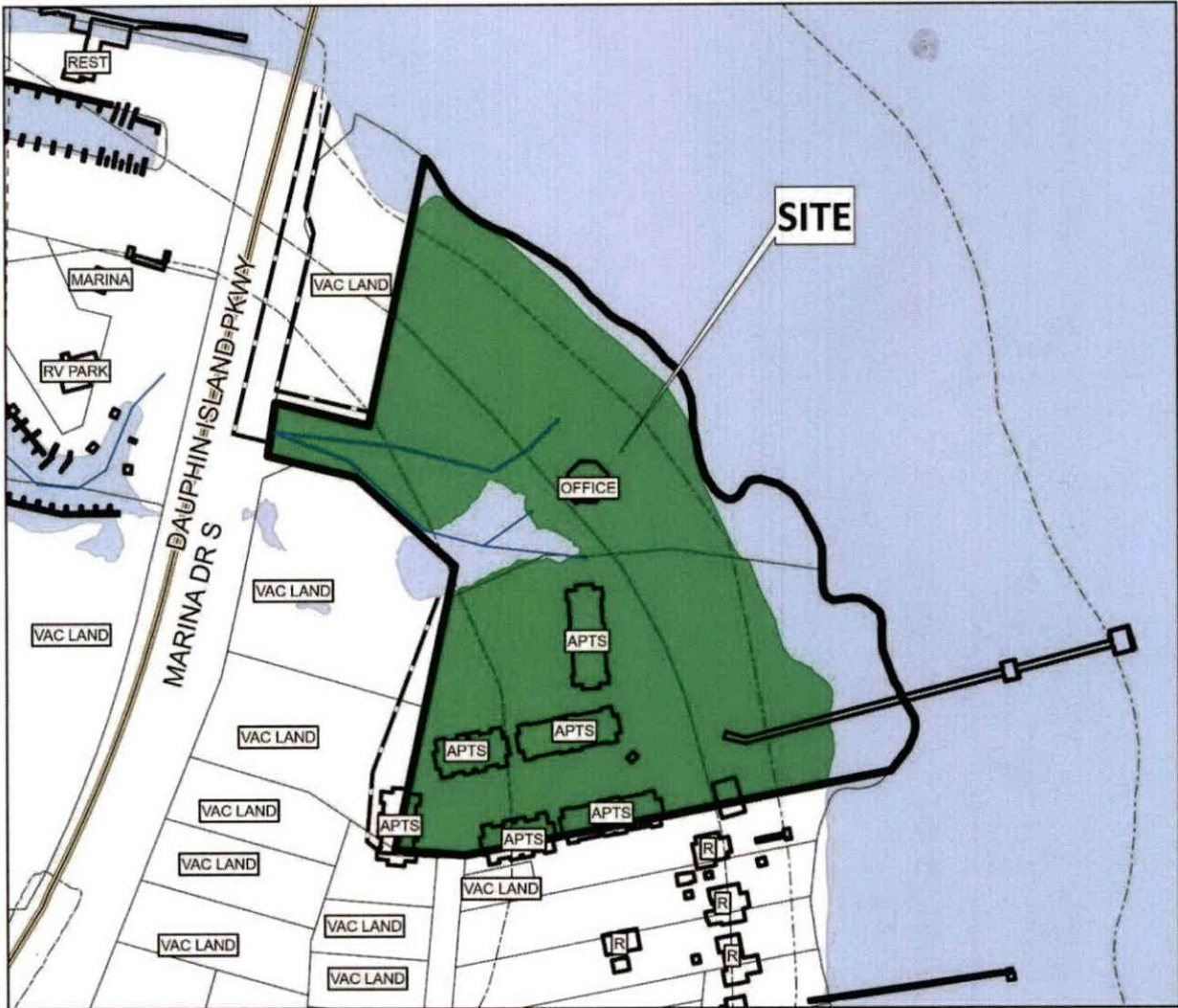
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REQUEST PUD Modification

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APPLICATION NUMBER 9 DATE November 20, 2025

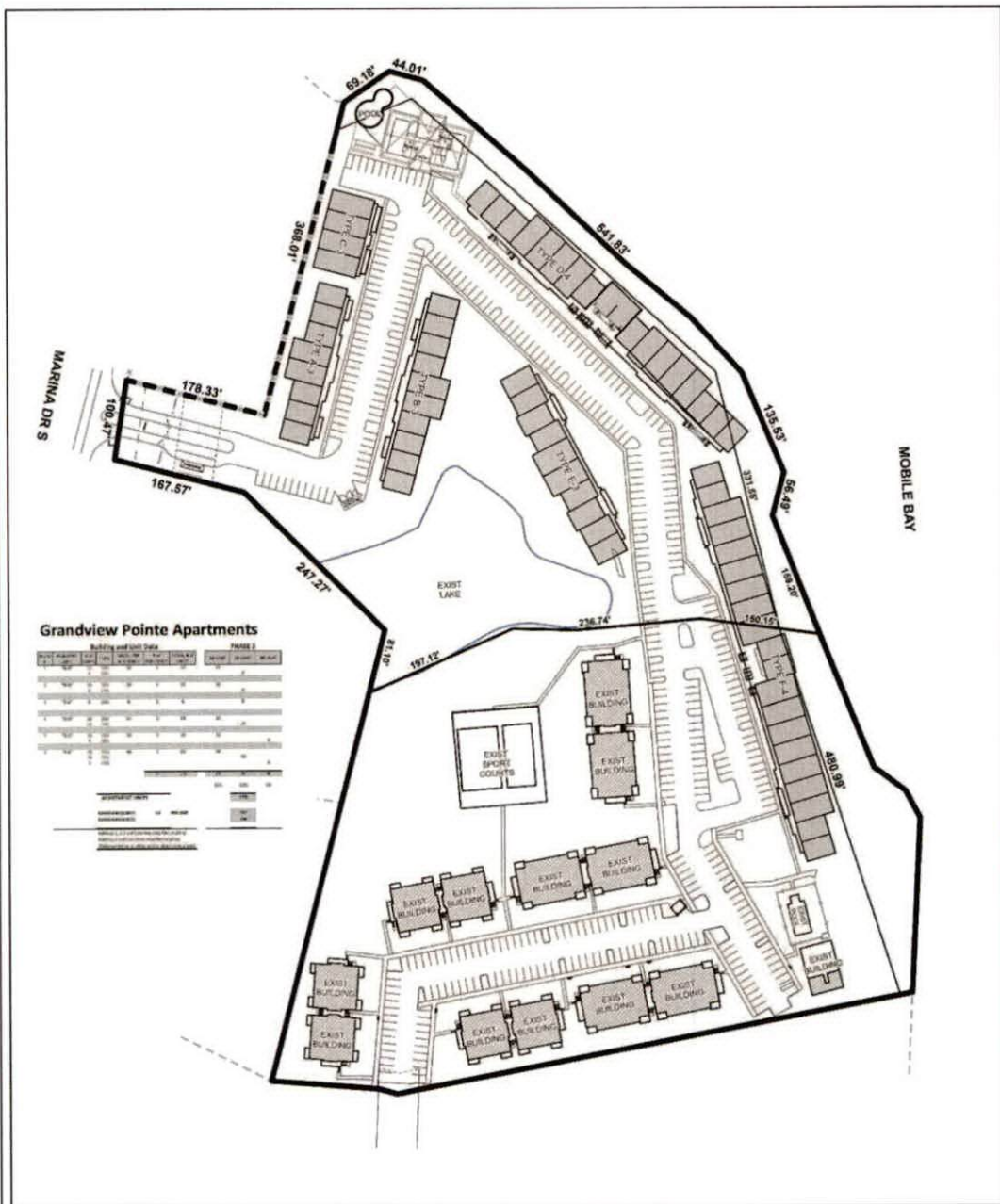
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REQUEST PUD Modification

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



SITE PLAN



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

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

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- › Complementary uses are designed and sited in a manner compatible with and connected to the surrounding context.
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- › When establishing new residential areas or expanding existing developments, provide pedestrian and vehicular connectivity between adjacent developments.

Land use mix

Primary Uses

- › Residential, Single family
- › Residential, Attached

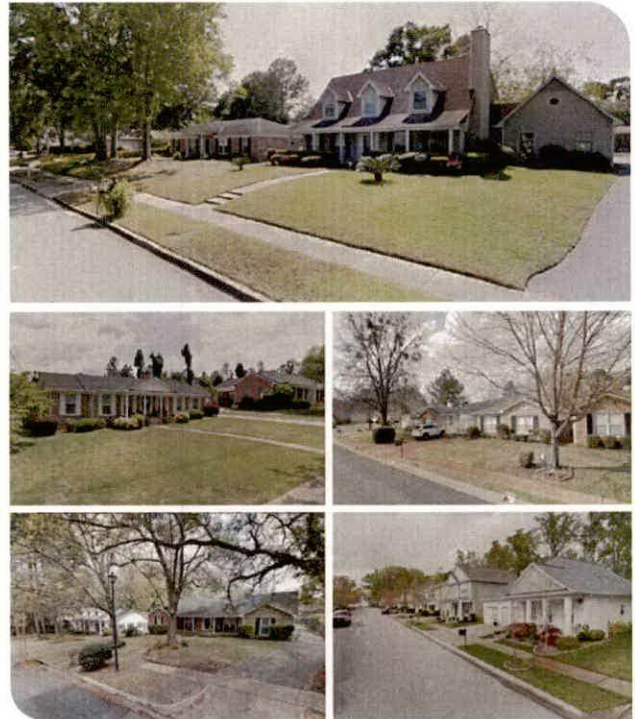
Secondary Uses

- › Residential, Multifamily
- › Civic
- › Parks

Housing mix

- › Predominantly single family subdivisions with lots smaller than one acre
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Character Example



MIXED COMMERCIAL CORRIDOR (MCC)

This land use designation mostly applies to transportation corridors west of I-65 serving primarily the low-density (suburban) residential neighborhoods. MCC includes a wide variety of retail, services and entertainment uses. This designation acknowledges existing commercial development that is spread along Mobile's transportation corridors in a conventional strip pattern or concentrated into shorter segments of a corridor.

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- › Office

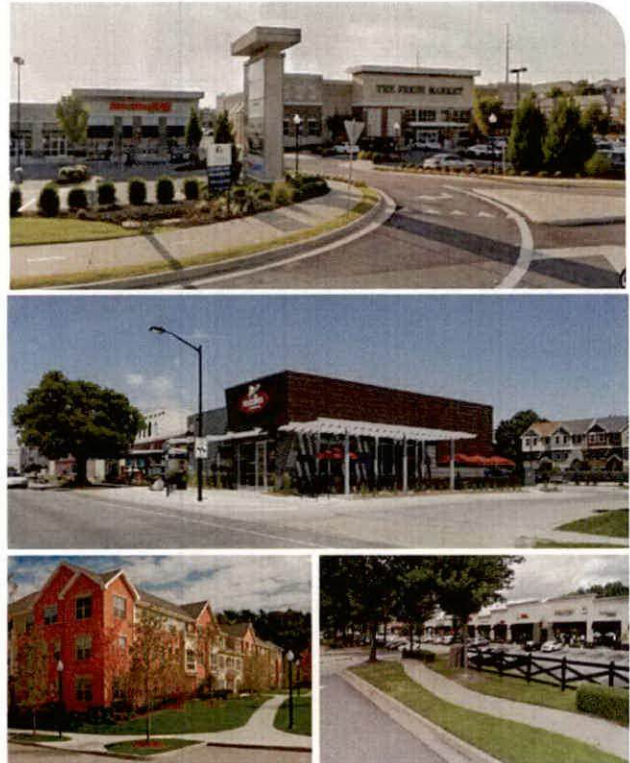
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- › Residential, Attached
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- › Parks

Housing mix

- › Multifamily buildings
- › Attached residential such as duplexes, multiplexes, and townhomes

Character Example





CAPITAL CONTRACT SUMMARY SHEET

AGENDA ITEM SUMMARY SHEET

Print Page Reset

Agenda of: 13 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 Warner's Athletic Construction Co LLC

PURPOSE & SCOPE OF PROJECT:

To approve issuance of purchase order to Warner's Athletic Construction Co LLC for replacement artificial turf for Herndon - Sage Park. This amends Vendor name & amount from Resolution 08-089 2026. Vendor is authorized Shaw turf product reseller/installer. CIP Herndon Sage Turf Replacement

RESOLUTION ☐ ORDINANCE ☐ OTHER ☐

AMOUNT OF CONTRACT: \$1,120,000.00

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:

Vendor change at Dept request for familiarity with this project. Amount increased by \$20,000 for additional surface preparation needed during installation.

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. This authorization amends previously approved Resolution 08-089-2026 for amount and Vendor.

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)	\$1,120,000.00	(<u>300169</u>) <u>WARNER'S</u> <u>ATHLETIC</u> <u>CONSTRUCTION</u> <u>CO LLC</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 WARNER'S ATHLETIC CONSTRUCTION CO LLC 570 HUNTLY INDUSTRIAL BLVD SMYRNA, TN 37167 Tel#615 459 6993	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
02/19/26	300169				OPERATIONS & CEMETERIES

LN Description / Account	Qty	Unit Price	Net Price
General Notes			

001	AS PER THE SOURCEWELL CONTRACT # 031622-SII AND YOUR QUOTE DESCRIPTION OF PROPOSED CONSTRUCTION PROJECT Warner Athletic Construction proposes to remove, haul off/ dispose of, regrade/ prep and provide and install new Shaw Sports Legion Pro turf system at Herndon park. Pricing based off of Dec/ January install dates and an assumption of minimal basework. WA will damage the base to an extent removing the current system and we have priced to fix said damage and can also correct small grade issues throughout the rest of the fields. Sourcewell Contract #031622-SII. Contract to include simple repair to existing storm manhole to ensure safety as well as regrading of the 3 fields stone base once turf is removed. TURF FIELDS, SAGE PARK, SOURCEWELL CONTRACT # 031622-SII Additional Description Notes	1.00	1120000.00000	1120000.00
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Vendor
 WARNER'S ATHLETIC CONSTRUCTION CO LLC
 570 HUNTLY INDUSTRIAL BLVD

SMYRNA, TN 37167

Tel#615 459 6993

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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DESCRIPTION OF PROPOSED CONSTRUCTION PROJECT Warner Athletic Construction proposes to remove, haul off/ dispose of, regrade/ prep and provide and install new Shaw Sports Legion Pro turf system at Herndon park. Pricing based off of Dec/ January install dates and an assumption of minimal basework. WA will damage the base to an extent removing the current system and we have priced to fix said damage and can also correct small grade issues throughout the rest of the fields. Sourcewell Contract #031622-SII. Contract to include simple repair to existing storm manhole to ensure safety as well as regrading of the 3 fields stone base once turf is removed.			

Scope of work:

- Removal and disposal of existing turf system. All stone to be lightly graded to fix traffic from removal. Significant deficiencies in existing base system will be brought to owners attention and remedied upon approval.
- Supply and Install Shaw Sports Turf Legion Pro 2.0 turf system and all sand and rubber infill components
- Turf graphics and line packages to replicate previous fields
- Standard colors only
- Line package installs to include various soccer fields as well as lines only for football one one field
- One gmax treat per completion of turf install
- All unusable material to be left for use by owner
- All materials to be accompanied by standard 8 year manufacturer warranty as well as maintenance manual and training session
- Light relandscaping to correct areas disturbed by warner

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- Pricing based on private wages and includes one mobilization.

Exclusions:

- Third Party Testing/ Certifications
- Any prevailing wages
- Sales Tax
- Bonding/ Permit Fees
- Additional rock or excavation needed to repair sub-base under existing turf
- Any engineering or soil testing
- Any additional environmental or product testing not listed above
- Any sediment or storm water measures not listed above
- Any environmental or storm water applications possibly needed by local ordinance
- Any damage to existing parking lots. Assumptions are made that the parking lots/ asphalt will hold up standard construction practices.
- Any additional line packages not originally approved on shop drawings
- Locating, relocating, removal, supply, installation of any existing or planned utilities.
- Any moving/ renovations of freestanding existing field equipment such as soccer goals or goal posts
- Any maintenance packages
- Any shock pads or e layers.
- No allowance given for protection of existing hardscapes
- Anything not expressly listed above

Conditions:

- Force majeure and delays beyond warner Athletic control
- warner requires previously discussed staging area to efficiently complete the project
- Proposal and agreement payment terms are subject to approval by warner

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02/19/26	300169				OPERATIONS & CEMETERIES

LN	Description / Account	Qty	Unit Price	Net Price
	Athletic • Changes in the scope of work will result in change orders • Warner Athletic will not be subject to any liquidated damages			
1	2000.80.00.0000.0000.0000.0000.48010. E F533-001 .CONSTRUCTN.			1120000.00
	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	1120000.00
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***** Project Ledger Summary Section *****

Account	Amount	Remaining Budget
E F533-001 .CONSTRUCTN.	1120000.00	84125.00

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

Account	Amount	Remaining Budget
2000.80.00.0000.0000.0000.0000.48010.		

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Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
02/19/26	300169				OPERATIONS & CEMETERIES

Account	Amount	Remaining Budget
CAPITAL IMPROVEMENTS FUND EXP CONSTRUCTION	1120000.00	4623890.53

***** 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
Forward	01/12/26	CARLEEN STOUT	
Approved	01/14/26	CHAD HOLM	Auto approved by: 91055604
Approved	01/14/26	DANIEL OTTO	
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
Approved	01/14/26	BRENDA RHODES	
Approved	01/14/26	TIFFANY HOLLINS	Auto approved by: 910511034
Approved	01/14/26	RELYA MALLORY	Auto approved by: 910511034
Unknown	01/05/26	SANDRA LEWIS	
Rejected	01/05/26	SANDRA LEWIS	as per our discussion
Unknown	01/28/26	SANDRA LEWIS	
Rejected	01/28/26	SANDRA LEWIS	no business license
Queued	02/19/26	CARLEEN STOUT	no business license
Queued	02/19/26	CHAD HOLM	no business license
Pending		BRENDA RHODES	no business license
Pending		TIFFANY HOLLINS	no business license
Pending		RELYA MALLORY	no business license

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LN	Description / Account	Qty	Unit Price	Net Price
Pending	DONALD ROSE	no	business license	
Pending	SANDRA LEWIS	no	business license	
Pending	STEVEN KRONINGER	no	business license	
Pending	SAMANTHA COOLEY	no	business license	
Pending	JAMES NEESE	no	business license	
Pending	PATRICIA KENNEDY-JONES	no	business license	
Pending	REBECCA CRUMPLER	no	business license	
Pending	ANNE FOLEY	no	business license	
Pending	JOHN PAINE	no	business license	

Authorized By: _____ Date: _____
 Signature

Shaw Integrated and Turf Solutions, Inc.

Turnkey turf surfacing

#031622-SII

Maturity Date: 5/26/2027

Sourcewell 
Awarded Contract

Contact us

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

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[Setup Buy Sourcewell access](#) 

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

Register for an account

Simply complete the online application, contact our dedicated team, or call 877-585-9706.

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Shaw Sports Turf

	SOURCEWELL							
PART NUMBER	PRODUCT NAME	PRODUCT DESCRIPTION	UOM	LIST PRICE	DISCOUNT	MEMBER PRICE	WARRANTY	RECYCLED CONTENT
TFA01	Momentum SD 2.0	Synthetic turf system with 2.0" Momentum SD with rubber/sand infill	SF	\$4.74	5.00%	\$4.50	8 year MFG Limited	Yes
TFA02	Momentum SD 2.25	Synthetic turf system with 2.25" Momentum SD with rubber/sand infill	SF	\$5.12	5.00%	\$4.87	8 year MFG Limited	Yes
TFA03	Momentum SD 2.5	Synthetic turf system with 2.5" Momentum SD with rubber/sand infill	SF	\$5.62	5.00%	\$5.34	8 year MFG Limited	Yes
N/A	Momentum HP 1.75	Synthetic Turf system with 1.75" slit- tape fibres and sand & rubber infill (Includes Installation)	SF	\$5.05	5.00%	\$4.80	8 year MFG Limited	Yes
TF001	Momentum HP 2.0	Synthetic turf with 2.0 inch polyethylene slit-film fiber and sand & rubber infill (Price includes Installation)	SF	\$5.11	5.00%	\$4.86	8 year MFG Limited	Yes
TF001	Momentum HP 2.0 R	Synthetic turf with 2.0 inch polyethylene slit-film fiber and all rubber infill (Price includes Installation)	SF	\$4.98	5.00%	\$4.73	8 year MFG Limited	Yes
TF055	Momentum HP 2.25	Synthetic turf with 2.25 inch polyethylene slit-film fiber and all rubber infill (Price includes Installation)	SF	\$5.35	5.00%	\$5.08	8 year MFG Limited	Yes
TF002	Momentum HP 2.5	Synthetic turf with 2.5 inch polyethylene slit-film fiber and sand & rubber infill (Price includes Installation)	/SF	\$5.95	5.00%	\$5.65	8 year MFG Limited	Yes
N/A	Momentum Pro 1.75	Synthetic Turf system with 1.75" XP Pro polyethylene slit film fiber and sand & rubber infill (includes installation)	SF	\$5.10	5.00%	\$4.85	8 year MFG Limited	Yes
TF007	Momentum Pro 2.0	Synthetic turf with 2.0 inch XP Pro polyethylene slit-film fiber and sand & rubber infill (Price includes Installation)	/SF	\$5.23	5.00%	\$4.97	8 year MFG Limited	Yes
TF008	Momentum Pro 2.25	Synthetic turf with 2.25 inch XP Pro polyethylene slit-film fiber and sand & rubber infill (Price includes Installation)	SF	\$5.48	5.00%	\$5.21	8 year MFG Limited	Yes
TF009	Momentum Pro Plus 2.25	Synthetic turf with 2.25 inch XP Pro polyethylene slit-film fiber and sand & rubber infill (Price includes Installation)	SF	\$5.74	5.00%	\$5.45	8 year MFG Limited	Yes
N/A	Momentum NXT 1.75	Synthetic Turf System with dual slit tape fiber. Sand & Rubber infill (Includes Installation).	SF	\$5.35	5.00%	\$5.08	8 year MFG Limited	Yes
N/A	Momentum NXT 2.0	Synthetic Turf System with dual slit tape fiber. Sand & Rubber infill (Includes Installation).	SF	\$5.48	5.00%	\$5.21	8 year MFG Limited	Yes
N/A	Momentum NXT 2.25	Synthetic Turf System with dual slit tape fiber. Sand & Rubber infill (Includes Installation).	Sf	\$5.63	5.00%	\$5.35	8 year MFG Limited	Yes
N/A	Momentum NXT 2.5	Synthetic Turf System with dual slit tape fiber. Sand & Rubber infill (Includes Installation).	SF	\$5.88	5.00%	\$5.57	8 year MFG Limited	Yes
TF047	Powerblade SD 2.0	Synthetic turf with 2.0 inch polyethylene monofilament fiber and sand & rubber infill (Price includes Installation)	SF	\$5.02	5.00%	\$4.77	8 year MFG Limited	Yes
TF048	Powerblade SD 2.25	Synthetic turf with 2.25" polyethylene monofilament fiber and sand & rubber infill (Price includes Installation)	SF	\$5.29	5.00%	\$5.03	8 year MFG Limited	Yes
TF049	Powerblade SD 2.5	Synthetic turf with 2.5" polyethylene monofilament fiber and sand & rubber infill (Price includes Installation)	SF	\$5.50	5.00%	\$5.22	8 year MFG Limited	Yes

PART NUMBER	PRODUCT NAME	PRODUCT DESCRIPTION	UOM	LIST PRICE	DISCOUNT	MEMBER PRICE	WARRANTY	RECYCLED CONTENT
N/A	Powerblade HP 1.75	Synthetic turf with 1.75" polyethylene monofilament fiber and sand & rubber infill (Price includes Installation)	SF	\$5.02	5.00%	\$4.77	8 year MFG Limited	Yes
TF004	Powerblade HP 2.0	Synthetic turf with 2.0 inch polyethylene monofilament fiber and sand & rubber infill (Price includes Installation)	SF	\$5.22	5.00%	\$4.96	8 year MFG Limited	Yes
TF005	Powerblade HP 2.25	Synthetic turf with 2.25 inch polyethylene monofilament fiber and sand & rubber infill (Price includes Installation)	SF	\$5.50	5.00%	\$5.22	8 year MFG Limited	Yes
TF006	Powerblade HP 2.5	Synthetic turf with 2.5 inch polyethylene monofilament fiber and sand & rubber infill (Price includes Installation)	SF	\$5.75	5.00%	\$5.46	8 year MFG Limited	Yes
N/A	Powerblade Pro 1.75	Synthetic Turf with 1.75" polyethylene monofilament fiber and sand & rubber infill (Price Includes Installation).	SF	\$5.42	5.00%	\$5.15	8 year MFG Limited	Yes
TF042	Powerblade Pro 2.0	Synthetic turf with 2.0 inch Bolt polyethylene monofilament fiber and sand & rubber infill (Included Installation)	SF	\$5.72	5.00%	\$5.44	8 year MFG Limited	Yes
TF043	Powerblade Pro 2.25	Synthetic turf with 2.25 inch Bolt polyethylene monofilament fiber and sand & rubber infill (Price includes turf material Installation only)	SF	\$6.04	5.00%	\$5.73	8 year MFG Limited	Yes
TF044	Powerblade Pro 2.5	Synthetic turf with 2.5 inch Bolt polyethylene monofilament fiber and sand & rubber infill (Includes Installation)	SF	\$6.29	5.00%	\$5.97	8 year MFG Limited	Yes
TFA04	Legion SD 2.0	Synthetic turf system with 2.0" Legion SD with rubber/sand infill	SF	\$4.92	5.00%	\$4.67	8 year MFG Limited	Yes
TFA05	Legion SD 2.25	Synthetic turf system with 2.25" Legion SD with rubber/sand infill	SF	\$5.35	5.00%	\$5.08	8 year MFG Limited	Yes
N/A	Legion HP 1.75	Synthetic Turf system with 1.75" polyethylene monofilament and slit- film mixture and sand & rubber infill (Price Includes Installation)	SF	\$5.18	5.00%	\$4.92	8 year MFG Limited	Yes
TFA45	Legion HP 2.0	Synthetic turf with 2.0 inch polyethylene monofilament and slit-film fibers mixture and sand & rubber infill (Price includes Installation)	SF	\$5.44	5.00%	\$5.16	8 year MFG Limited	Yes
TFA46	Legion HP 2.25	Synthetic turf with 2.25 inch polyethylene monofilament and slit-film fibers mixture and sand & rubber infill (Price includes Installation)	SF	\$5.69	5.00%	\$5.40	8 year MFG Limited	Yes
TF056	Legion HP 2.5	Synthetic turf with 2.5 inch polyethylene monofilament and slit-film fibers mixture and sand & rubber infill (Price includes Installation)	SF	\$5.94	5.00%	\$5.64	8 year MFG Limited	Yes
TFA56	Legion Pro 1.75	Synthetic Turf with 1.75" Bolt polyethylene monofilament and slit film fiber mixture with sand & rubber infill (includes installation)	SF	\$5.50	5.00%	\$5.22	8 year MFG Limited	Yes
TF081	Legion Pro 2.0	Synthetic Turf with 2" Bolt polyethylene monofilament and slit film fiber mixture with sand & rubber infill (includes installation)	SF	\$5.75	5.00%	\$5.46	8 year MFG Limited	Yes
TF082	Legion Pro 2.25	Synthetic Turf with 2.25" Bolt polyethylene monofilament and slit film fiber mixture with sand & rubber infill (includes installation)	SF	\$5.94	5.00%	\$5.64	8 year MFG Limited	Yes
TF083	Legion Pro 2.5	Synthetic Turf with 2.5" Bolt polyethylene monofilament and slit film fiber mixture with sand & rubber infill (includes installation)	SF	\$6.19	5.00%	\$5.88	8 year MFG Limited	Yes

PART NUMBER	PRODUCT NAME	PRODUCT DESCRIPTION	UOM	LIST PRICE	DISCOUNT	MEMBER PRICE	WARRANTY	RECYCLED CONTENT
N/A	Legion NXT 1.75	Synthetic Turf with 1.75" Thunderbolt polyethylene monofilament and slit- film fiber mixture with sand & rubber infill (includes installation).	SF	\$5.89	5.00%	\$5.60	8 year MFG Limited	Yes
N/A	Legion NXT 2.0	Synthetic Turf with 2.0" Thunderbolt polyethylene monofilament and slit- film fiber mixture with sand & rubber infill (includes installation).	SF	\$6.29	5.00%	\$5.97	8 year MFG Limited	Yes
N/A	Legion NXT 2.25	Synthetic Turf with 2.25" Thunderbolt polyethylene monofilament and slit- film fiber mixture with sand & rubber infill (includes installation).	SF	\$6.49	5.00%	\$6.17	8 year MFG Limited	Yes
TF097	Spikezone SD 2.0	Synthetic turf system with 2" polyethylene monofilament fiber with Spikezone and sand & rubber infill (includes installation)	SF	\$5.47	5.00%	\$5.20	8 year MFG Limited	Yes
TF098	Spikezone SD 2.25	Synthetic turf system with 2.25" polyethylene monofilament fiber with Spikezone and sand & rubber infill (includes installation)	SF	\$5.72	5.00%	\$5.44	8 year MFG Limited	Yes
N/A	Spikezone HP 1.75	Synthetic turf system with 1.75" polyethylene monofilament fiber with Spikezone and sand & rubber infill (includes installation)	SF	\$5.62	5.00%	\$5.34	8 year MFG Limited	Yes
TF095	Spikezone HP 2.0	Synthetic turf with 2" polyethylene monofilament fiber and Spike Zone with sand & rubber infill (Price includes Installation)	SF	\$5.72	5.00%	\$5.44	8 year MFG Limited	Yes
TF026	SpikeZone HP 2.25	Synthetic turf with 2.25" polyethylene monofilament fiber and Spike Zone with sand & rubber infill (Price includes Installation)	SF	\$6.02	5.00%	\$5.72	8 year MFG Limited	Yes
TF096	Spikezone HP 2.5	Synthetic turf with 2.25" polyethylene monofilament fiber and Spike Zone with sand & rubber infill (Price includes Installation)	SF	\$6.37	5.00%	\$6.05	8 year MFG Limited	Yes
TF099	Spikezone Pro 1.5	Synthetic turf with 1.5" polyethylene monofilament and slit film fiber mixture and Spike Zone with sand & rubber infill (Price includes Installation)	SF	\$5.74	5.00%	\$5.45	8 year MFG Limited	Yes
TFA10	Spikezone Pro 1.75	Synthetic turf with 1.75" polyethylene monofilament and slit film fiber mixture and Spike Zone with sand & rubber infill (Price includes Installation)	SF	\$5.87	5.00%	\$5.57	8 year MFG Limited	Yes
TF060	Spikezone Pro 2.0	Synthetic turf with 2.0 inch polyethylene monofilament and slit-film fiber mixture with spike zone thatch and sand & rubber infill (Price includes Installation)	SF	\$5.98	5.00%	\$5.68	8 year MFG Limited	Yes
TF061	Spikezone Pro 2.25	Synthetic turf with 2.25 inch polyethylene monofilament and slit-film fiber mixture with a spike zone thatch and sand & rubber infill (Price includes Installation)	SF	\$6.28	5.00%	\$5.96	8 year MFG Limited	Yes
TF036	TruHop 1.65	Synthetic turf with 1.65 inch polyethylene slit-film fiber and spike zone with sand & rubber infill (Price includes Installation)	SF	\$5.48	5.00%	\$5.21	8 year MFG Limited	Yes
TF030	TruHop 1.75	Synthetic turf with 1.75 inch polyethylene slit-film fiber and and spike zone with sand & rubber infill (Price includes Installation)	SF	\$5.69	5.00%	\$5.40	8 year MFG Limited	Yes
N/A	Powerblade Pro Elite 2.5 38	Synthetic Turf with 2.5 polyethylene monofilament fibers with rubber and sand infill. Includes installation	SF	\$6.12	5.00%	\$5.81	8 year MFG Limited	Yes

PART NUMBER	PRODUCT NAME	PRODUCT DESCRIPTION	UOM	LIST PRICE	DISCOUNT	MEMBER PRICE	WARRANTY	RECYCLED CONTENT
N/A	Powerblade Pro Elite 2.5 48	Synthetic Turf with 2.5 polyethylene monofilament fibers with rubber and sand infill. Includes installation	SF	\$6.37	5.00%	\$6.05	8 year MFG Limited	Yes
N/A	Classic Eco- E 1.75 50	Synthetic Turf with 1.75" polyethylene high performance slit- film fiber with Envirofill infill. Includes Installation. Shock Pad NOT Included.	SF	\$12.94	5.00%	\$12.29	8 year MFG Limited	Yes
N/A	GAMEON Legion Turf System	GAMEON - Proprietary GameOn Legion Synthetic Turf Technology. Lines, Logos, Numbers, Letters, Hash Marks and Design features tufted into the turf. Price includes infill and installation.	SF	\$13.43	5.00%	\$12.77	8 year MFG Limited	Yes
N/A	B1K Baseball Turf System (Full Field)	B1K Baseball Turf System (Full Field) Price Includes Installation	SF	\$11.00	5.00%	\$10.45	8 year MFG Limited	Yes
N/A	B1K Baseball Infield Turf System	B1K Baseball Infield Turf System (Infield Only) - Price includes installation	SF	\$13.00	5.00%	\$12.35	8 year MFG Limited	Yes
N/A	B1K Outfield Turf System	B1K Baseball Outfield Turf System (Outfield Only) - Price Includes Installation	SF	\$12.00	5.00%	\$11.40	8 year MFG Limited	Yes
N/A	B1K Double Play Turf System	B1K Double Play Turf System (Full Field) - Price Includes Installation & Pad	SF	\$12.00	5.00%	\$11.40	8 year MFG Limited	Yes
N/A	B1K Double Play Infield Turf System	B1K Double Play Baseball Infield Turf System (Infield Only) - Price Includes Installation & Pad	SF	\$14.00	5.00%	\$13.30	8 year MFG Limited	Yes
N/A	B1K Double Play Turf System	B1K Double Play Baseball Outfield Turf System (Outfield Only) - Price Includes Installation & Pad	SF	\$13.00	5.00%	\$12.35	8 year MFG Limited	Yes
N/A	B1K Natural Baseball Turf System	B1K Natural Baseball Turf System (Full Field) - Price Includes Installation & Pad	SF	\$13.00	5.00%	\$12.35	8 year MFG Limited	Yes
N/A	B1K Natural Baseball Infield Turf System	B1K Natural Baseball Infield Turf System (Infield Only) - Price Includes Installation & Pad	SF	\$15.00	5.00%	\$14.25	8 year MFG Limited	Yes
N/A	B1K Natural Outfield Turf System	B1K Natural Baseball Outfield Turf System (Outfield Only) - Price Includes Installation & Pad	SF	\$14.00	5.00%	\$13.30	8 year MFG Limited	Yes
NSP	Synthetic Turf System w/ Standard Infill (Rubber & Sand) - Includes Installation	Synthetic Turf System with standard infill (sbr and sand) - includes installation	SF	\$6.19	5.00%	\$5.88	8 year MFG Limited	Yes
NSP	Synthetic Turf System w/ Standard Infill (Rubber & Sand) + Pad - Includes Installation	Synthetic Turf System with standard infill (sbr and sand) and Shaw approved pad - includes installation	SF	\$9.38	5.00%	\$8.91	8 year MFG Limited	Yes
NSP	Synthetic Turf System with Shaw approved alternate infill (Geofill, TPE, EPDM, Coated rubber, others) - includes installation	Synthetic Turf System with Shaw approved alternate infill (Geofill, TPE, EPDM, Coated rubber, others) - includes installation	SF	\$9.56	5.00%	\$9.08	8 year MFG Limited	Yes
NSP	Synthetic Turf System with Shaw approved alternate infill (Geofill, TPE, EPDM, Coated rubber, others) + Pad (Includes installation)	Synthetic Turf System with Shaw approved alternate infill (Geofill, TPE, EPDM, Coated rubber, others) + Pad (Includes Installation)	SF	\$12.44	5.00%	\$11.82	8 year MFG Limited	Yes
TFA01	Green Momentum SD 2.0 - Turf Only - FOB Dalton, GA	Green Momentum SD 2" - Turf Only - FOB Dalton, GA	SF	\$1.99	5.00%	\$1.89	8 year MFG Limited	No
TFA02	Green Momentum SD 2.25 - Turf Only - FOB Dalton, GA	Green Momentum SD 2.25" - Turf Only - FOB Dalton, GA	SF	\$2.21	5.00%	\$2.10	8 year MFG Limited	No

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



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

RESOLUTION

Sponsored by: Mayor Spiro Cheriogotis

BE IT RESOLVED BY THE COUNCIL OF THE CITY OF MOBILE, ALABAMA, that the sum of \$500,000.00 in Capital Project #C1043 Unallocated Projects in the Capital Improvement Fund (2000) be reallocated to General Fund Account #10049070.42080, in the General Fund (1000). These funds, along with funding and collaboration from Mobile County, will be used for the buildout of the Mobile Sports Hall of Fame.

ADOPTED:

CITY CLERK



CAPITAL CONTRACT SUMMARY SHEET



AGENDA ITEM SUMMARY SHEET

Agenda of: March 3, 2026

Submitted by:

John Paine, Purchasing Agent

Sponsored by:

Spiro Cheriogotis, INACTIVE

Purpose and Scope of Project:

To approve issuance of purchase orders to Daphne Automotive LLC for one 2026 Toyota 4Runner SUV and one 2026 Toyota Camry sedan for MPD.

Amount of Contract:

Total equals \$77,057.79

Funding Source

Drug Enforcement fund

ATTACHMENTS:

1. 20260219 Daphne Agenda Package POs

REVIEWERS:

Lana Pafenbach

Lana Pafenbach

AGENDA ITEM SUMMARY SHEET

Print Page Reset

Agenda of: 24 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 Orders to Daphne Automotive LLC

PURPOSE & SCOPE OF PROJECT:

To approve issuance of purchase orders to Daphne Automotive LLC for one 2026 Toyota 4Runner SUV and one 2026 Toyota Camry sedan for MPD.
Drug Enforcement fund

RESOLUTION ☒ ORDINANCE ☐ OTHER ☐

AMOUNT OF CONTRACT: Total equals \$77,057.79

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 6026

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

How many bidders submitted bids (if applicable): 6

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

RESOLUTION

Sponsored by: Mayor Spiro N. Cheriogotis

BE IT RESOLVED BY THE CITY COUNCIL OF MOBILE, ALABAMA, that the Purchasing Agent is authorized to execute, for and on behalf of the City of Mobile, purchase orders 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	Total Amount	Vendor
<u>5539, 5544</u>	2026	(1530) POLICE ADMIN SERVICES	2026 TOYOTA 4RUNNER SUV AND 2026 TOYOTA CAMRY SEDAN FOR MPD (SEALED BID 6026)	\$77,057.79	<u>(300207)</u> <u>DAPHNE</u> <u>AUTOMOTIVE</u> <u>LLC</u>

Adopted:

City Clerk

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00005539-00 FY 2026 Acct No: 4035.30.15.0000.0000.1530.0000.0000.47120. Review: Buyer: Status: Approved
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Page 1

Vendor
 DAPHNE AUTOMOTIVE LLC
 29732 FREDRICK BLVD

Ship To
 POLICE HEADQUARTERS
 2460 GOVERNMENT STREET

MOBILE, AL 36606

DAPHNE, AL 36526

Tel#2513771443

Deliver To
 POLICE HEADQUARTERS
 2460 GOVERNMENT STREET

MOBILE, AL 36606

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
12/15/25	300207				POLICE ADMIN SERVICES

LN	Description / Account	Qty	Unit Price	Net Price
001	2026 TOYOTA CAMRY LE OCEAN GREEN, GRAY OR BLACK IN COLOR. AS PER CITYOF MOBILE BID #6026 AND YOUR QUOTE DATED 2-6-2026	1.00 EACH	29504.00000	29504.00

Additional Description Notes

Equipment options as per the following Minimum specifications, unless otherwise noted. The bidder will list in detail all specifications being bid, a copy of the warranty, and appropriate literature on the bid.
 (Equipment Options Pg.1-Pg.5)

Exterior

Auto On/Off Projector Beam Led Low/High Beam Daytime Running Auto High-Beam Headlamps w/Delay-Off
 Black Grille
 Black Side windows Trim and Black Front windshield Trim
 Body-Colored Door Handles
 Body-Colored Front Bumper
 Body-Colored Rear Bumper
 Compact Spare Tire Mounted Inside Under Cargo
 Fixed Rear Window w/Defroster
 Galvanized Steel/Aluminum Panels
 LED Brakelights
 Light Tinted Glass
 Steel Spare wheel
 Tires: P205/65R16 AS
 Trunk Rear Cargo Access
 wheels w/Silver Accents
 Wheels: 16" Silver-Finished Alloy
 Interior

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00005539-00 FY 2026 Acct No: 4035.30.15.0000.0000.1530.0000.0000.47120. Review: Buyer: Status: Approved	Page 2
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Vendor DAPHNE AUTOMOTIVE LLC 29732 FREDRICK BLVD	Ship To POLICE HEADQUARTERS 2460 GOVERNMENT STREET
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MOBILE, AL 36606

DAPHNE, AL 36526

Tel#2513771443

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POLICE HEADQUARTERS
2460 GOVERNMENT STREET

MOBILE, AL 36606

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
12/15/25	300207				POLICE ADMIN SERVICES

LN	Description / Account	Qty	Unit Price	Net Price
1	12V DC Power Outlet			
	1 Seatback Storage Pocket			
	60-40 Folding Bench Front Facing Fold Forward Seatback Rear Seat			
	Air Filtration			
	Cargo Space Lights			
	Carpet Floor Trim and Carpet Trunk Lid/Rear Cargo Door Trim			
	Day-Night Rearview Mirror			
	Delayed Accessory Power			
	Digital/Analog Appearance			
	Driver / Passenger And Rear Door Bins			
	Driver And Passenger Visor Vanity Mirrors w/Driver And Passenger Auxiliary Mirror			
	Driver Foot Rest			
	Driver Information Center			
	Driver Seat			
	Fade-To-Off Interior Lighting			
	Front Bucket Seats includes passenger-side seatback pocket and 6-way manual front driver's and passenger seats			
	Front Center Armrest and Rear Center Armrest			
	Front Cupholder			
	Front Map Lights			
	Full Carpet Floor Covering			
	Full Cloth Headliner			
	Full Floor Console w/Covered Storage, Mini Overhead Console w/Storage and 1 12V DC Power Outlet			
	HVAC includes Underseat Ducts and Console Ducts			
	Illuminated Glove Box			
	Immobilizer			
	Interior Trim includes Cloth Instrument Panel Insert, Piano Black/Metal-Look Door Panel Insert, Piano Black Console Insert and Piano Black/Metal-Look Interior Accents			

Bill To	Requisition 00005539-00 FY 2026
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	4035.30.15.0000.0000.1530.0000.0000.47120.
MOBILE, AL	Review:
36601	Buyer:
vendorinvoices@cityofmobile.org	Status: Approved
	Page 3

Vendor	Ship To
DAPHNE AUTOMOTIVE LLC	POLICE HEADQUARTERS
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Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
12/15/25	300207				POLICE ADMIN SERVICES

LN	Description / Account	Qty	Unit Price	Net Price
	Manual Adjustable Front Head Restraints and Fixed Rear Head Restraints			
	Manual Tilt/Telescoping Steering Column			
	Outside Temp Gauge			
	Passenger Seat			
	Rear Cupholder			
	Safety Connect (up to 10-year trial subscription) Tracker System			
	Seats w/Cloth Back Material			
	Urethane Gear Shifter Material			
	Mechanical			
	13 Gal. Fuel Tank			
	3.29 Axle Ratio			
	Battery w/Run Down Protection			
	Electric Power-Assist Speed-Sensing Steering			
	Engine Auto Stop-Start Feature			
	Front And Rear Anti-Roll Bars			
	Gas-Pressurized Shock Absorbers			
	Hybrid Electric Motor			
	Lithium Ion (Li-Ion) Traction Battery			
	Multi-Link Rear Suspension w/Coil Springs			
	Regenerative 4-wheel Disc Brakes w/4-wheel ABS, Front Vented Discs, Brake Assist, Hill Hold Control and Electric Parking Brake			
	Single Stainless Steel Exhaust			
	Strut Front Suspension w/Coil Springs			
	Transmission w/Driver Selectable Mode and Sequential Shift Control			
	Safety • Security			
	ABS And Driveline Traction Control			
	Airbag Occupancy Sensor			
	Back-Up Camera			
	Blind Spot Monitor (BSM) Blind Spot			
	Collision Mitigation-Front			
	Curtain 1st And 2nd Row Airbags			

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Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
12/15/25	300207				POLICE ADMIN SERVICES

LN	Description / Account	Qty	Unit Price	Net Price
	Driver And Passenger Knee Airbag and Rear Side-Impact Airbag			
	Dual Stage Driver And Passenger Front Airbags			
	Dual Stage Driver And Passenger Seat-Mounted Side Airbags			
	Electronic Stability Control (ESC)			
	Evasion Assist			
	Headlights-Automatic Highbeams			
	Lane Departure Alert (LDA) w/Steering Assist Lane Departure Warning			
	Lane Departure Alert (LDA) w/Steering Assist Lane Keeping Assist			
	Lane Tracing Assist (LTA)			
	Outboard Front Lap And Shoulder Safety Belts includes Rear Center 3 Point, Height Adjusters and Pretensioners			
	Perimeter Alarm			
	Rear Child Safety Locks			
	Rear Cross-Traffic Alert (RCTA)			
	Side Impact Beams			
	Tire Pressure Monitor System (TPMS) Tire Specific Low Tire Pressure Warning			
	Toyota Safety Sense (TSS) 3.0			
	Comfort and Convenience			
	2 LCD Monitors In The Front			
	6 Speakers			
	Body-Colored Power Heated Side Mirrors w/Manual Folding and Turn Signal Indicator			
	Cruise Control w/Steering Wheel Controls			
	Dual Zone Front Automatic Air Conditioning			
	FOB Controls includes Keyfob Cargo Access and Keyfob window Activation			
	Full-Speed Range Dynamic Radar Cruise Control (DRCC)			
	Gauges includes Speedometer, Odometer, Engine Coolant Temp, Traction Battery Level, Power/Regen, Trip Odometer and Trip Computer			
	Power 1st Row Windows w/Front And Rear 1-Touch Up/Down			
	Power Door Locks w/Autolock Feature			
	Power Rear Windows			

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00005539-00 FY 2026 Acct No: 4035.30.15.0000.0000.1530.0000.0000.47120. Review: Buyer: Status: Approved	Page 5
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Vendor DAPHNE AUTOMOTIVE LLC 29732 FREDRICK BLVD	Ship To POLICE HEADQUARTERS 2460 GOVERNMENT STREET
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DAPHNE, AL 36526

Tel#2513771443

MOBILE, AL 36606

Deliver To
 POLICE HEADQUARTERS
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MOBILE, AL 36606

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
12/15/25	300207				POLICE ADMIN SERVICES

LN	Description / Account	Qty	Unit Price	Net Price
	Proximity Key For Push Button Start Only Radio w/Seek-Scan, Clock, Speed Compensated Volume Control, Steering wheel Controls, Voice Activation and Radio Data System Radio: Toyota Audio Multimedia w/8" Touchscreen includes USB-A media port, hands-free phone capability and music streaming via Bluetooth wireless technology, SiriusXM 3-month trial subscription, 6-speaker audio system, wireless Apple CarPlay compatibility and wireless Android Auto compatibility Remote Keyless Entry w/Integrated Key Transmitter, Illuminated Entry, Illuminated Ignition Switch, and Panic Button Remote Releases include Power Cargo Access and Power Fuel Streaming Audio Trip Computer Variable Intermittent Wipers Window Grid And Roof Mount Antenna			

1	4035.30.15.0000.0000.1530.0000.0000.47120. E G-DRUG-ST .VEHICLEEXP.			29504.00
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Ship To
 POLICE HEADQUARTERS
 2460 GOVERNMENT STREET
 MOBILE, AL 36606

Deliver To
 POLICE HEADQUARTERS
 2460 GOVERNMENT STREET
 MOBILE, AL 36606

[Requisition Link](#)

Requisition Total

29504.00

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00005539-00 FY 2026 Acct No: 4035.30.15.0000.0000.1530.0000.0000.47120. Review: Buyer: Status: Approved	Page 6
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Vendor DAPHNE AUTOMOTIVE LLC 29732 FREDRICK BLVD	Ship To POLICE HEADQUARTERS 2460 GOVERNMENT STREET
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MOBILE, AL 36606

DAPHNE, AL 36526

Tel#2513771443

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 2460 GOVERNMENT STREET

MOBILE, AL 36606

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
12/15/25	300207				POLICE ADMIN SERVICES

LN	Description / Account	Qty	Unit Price	Net Price
***** Project Ledger Summary Section *****				
	Account		Amount	Remaining Budget
	E G-DRUG-ST .VEHICLEEXP.		29504.00	.00

***** General Ledger Summary Section *****				
	Account		Amount	Remaining Budget
	4035.30.15.0000.0000.1530.0000.0000.47120.		29504.00	4623890.53
	DRUG ENFORCEMENT FUND EXP		VEHICLE ACQ (GREATER \$5000)	

***** Approval/Conversion Info *****				
Activity	Date	Clerk	Comment	
Forward	12/15/25	JAMES BARBER	Automatic Forward to 910519885	
Approved	12/15/25	RODNEY GREELEY	R.G.	
Approved	12/15/25	BRANDI MONTGOMERY	Auto approved by: 910510512	
Approved	12/15/25	WILLIAM JACKSON	Auto approved by: 910510512	
Approved	12/15/25	MATTHEW GARRETT	Auto approved by: 910510512	
Approved	12/15/25	WILLIAM REED	Auto approved by: 910510512	
Approved	12/16/25	AMBER ADAMS		
Approved	12/16/25	TRAVIS MARSHALL	Auto approved by: 910518931	
Approved	12/16/25	SHAUNAGYE SIMMS	Auto approved by: 910518931	
Approved	12/22/25	DONALD ROSE	Auto approved by: 9105fo1a	
Approved	12/22/25	SANDRA LEWIS	Auto approved by: 9105fo1a	
Approved	12/22/25	STEVEN KRONINGER	Auto approved by: 9105fo1a	
Approved	12/22/25	SAMANTHA COOLEY	Auto approved by: 9105fo1a	
Approved	12/22/25	JAMES NEESE	Auto approved by: 9105fo1a	
Approved	12/22/25	PATRICIA KENNEDY-JONES	Auto approved by: 9105fo1a	
Approved	12/22/25	REBECCA CRUMPLER	Auto approved by: 9105fo1a	
Approved	12/22/25	ANNE FOLEY		
Approved	12/22/25	JOHN PAINE	Auto approved by: 9105fo1a	

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Bill To	Requisition 00005539-00 FY 2026
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	4035.30.15.0000.0000.1530.0000.0000.47120.
MOBILE, AL	Review:
36601	Buyer:
vendorinvoices@cityofmobile.org	Status: Approved
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Vendor
 DAPHNE AUTOMOTIVE LLC
 29732 FREDRICK BLVD

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MOBILE, AL 36606

DAPHNE, AL 36526

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 2460 GOVERNMENT STREET

MOBILE, AL 36606

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Date	Vendor	Date	Ship		
Ordered	Number	Required	Via	Terms	Department
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12/15/25	300207				POLICE ADMIN SERVICES
-----	-----	-----	-----	-----	-----

LN Description / Account	Qty	Unit Price	Net Price
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Authorized By: _____ Date: _____
 Signature

Bill To	Requisition 00005544-00 FY 2026
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	4035.30.15.0000.0000.1530.0000.0000.47120.
MOBILE, AL	Review:
36601	Buyer: 9105paij
vendorinvoices@cityofmobile.org	Status: Released
	Page 1

Vendor	Ship To
DAPHNE AUTOMOTIVE LLC	POLICE HEADQUARTERS
29732 FREDRICK BLVD	2460 GOVERNMENT STREET

MOBILE, AL 36606

DAPHNE, AL 36526

Tel#2513771443

Deliver To
POLICE HEADQUARTERS
2460 GOVERNMENT STREET

MOBILE, AL 36606

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
12/15/25	300207				POLICE ADMIN SERVICES

LN	Description / Account	Qty	Unit Price	Net Price
001	2026 TOYOTA 4RUNNER BLACK IN COLOR, NEW VEHICLE. CITY WILL PICK VEHICLE UP FROM DEALERSHIP. AS PER CIY OF MOBILE BID #6026 AND YOUR QUOTE DATED 2-6-2026 Additional Description Notes	1.00 EACH	47553.79000	47553.79

Equipment options as per the following minimum specifications unless otherwise noted. The bidder will list in detail all specifications being bid, a copy of the warranty and appropriate literature on bid. (Equipment Options Pg.1-Pg.6)

Optional Packages and Equipment
Packages

None Installed

Equipment

50 STATE EMISSIONS

BLACK POWDER COAT OVAL TUBE SIDE STEPS (TMS)

BLACK, FABRIC SEAT TRIM (FA)

BRIGHT CHROME WHEEL LOCKS (TMS)

REAR TOYOTA BRONZE BADGE INSERTS (TMS)

TOWING BALL MOUNT (TMS)

Standard Equipment

Exterior

Auto Off Projector Beam Led Low/High Beam Daytime Running Auto High-Beam Headlamps

Black Side windows Trim, Black Front windshield Trim and Black Rear window Trim

Body-Colored Door Handles

Body-Colored Front Bumper w/1 Tow Hook

Bill To	Requisition 00005544-00 FY 2026
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	4035.30.15.0000.0000.1530.0000.0000.47120.
MOBILE, AL	Review:
36601	Buyer: 9105paij
vendorinvoices@cityofmobile.org	Status: Released
	Page 2

Vendor	Ship To
DAPHNE AUTOMOTIVE LLC	POLICE HEADQUARTERS
29732 FREDRICK BLVD	2460 GOVERNMENT STREET

MOBILE, AL 36606

DAPHNE, AL 36526

Tel#2513771443

Deliver To
POLICE HEADQUARTERS
2460 GOVERNMENT STREET

MOBILE, AL 36606

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
12/15/25	300207				POLICE ADMIN SERVICES

LN	Description / Account	Qty	Unit Price	Net Price
	Body-Colored Rear Step Bumper			
	Chrome Bodyside Insert, Rocker Panel Extensions and Body-Colored Fender Flares			
	Class III Towing Equipment includes Hitch			
	Deep Tinted Glass			
	Front Fog Lamps			
	Full-Size Spare Tire Stored Underbody w/Crankdown			
	Fully Galvanized Steel Panels			
	Grille w/Body-Colored Bar			
	LED Brakelights			
	Liftgate Rear Cargo Access			
	Lip Spoiler			
	Perimeter/Approach Lights			
	Power Rear Window w/Wiper and Defroster			
	Splash Guards			
	Steel Spare Wheel			
	Tires: 245/70R17			
	Wheels: 17" Dark-Gray Painted Alloy			
	Interior			
	2 Seatback Storage Pockets			
	40-20-40 Folding Split-Bench Front Facing Manual Reclining Fold Forward			
	Seatback Rear Seat			
	5 12V DC Power Outlets			
	5 12V DC Power Outlets and 1 Interior 120V AC Power Outlet			
	Air Filtration			
	Cargo Space Lights			
	Carpet Floor Trim			
	Day-Night Rearview Mirror			
	Delayed Accessory Power			
	Digital/Analog Appearance			
	Driver And Passenger Visor Vanity Mirrors w/Driver And Passenger			

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00005544-00 FY 2026 Acct No: 4035.30.15.0000.0000.1530.0000.0000.47120. Review: Buyer: 9105paij Status: Released	Page 3
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Vendor DAPHNE AUTOMOTIVE LLC 29732 FREDRICK BLVD	Ship To POLICE HEADQUARTERS 2460 GOVERNMENT STREET
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MOBILE, AL 36606

DAPHNE, AL 36526

Tel#2513771443

Deliver To
POLICE HEADQUARTERS
2460 GOVERNMENT STREET

MOBILE, AL 36606

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
12/15/25	300207				POLICE ADMIN SERVICES

LN	Description / Account	Qty	Unit Price	Net Price
	Illumination, Driver And Passenger Auxiliary Mirror			
	Driver Foot Rest			
	Driver Information Center			
	Driver Seat			
	Fade-To-Off Interior Lighting			
	Front Center Armrest and Rear Center Armrest			
	Front Cupholder			
	Front Map Lights			
	Full Carpet Floor Covering			
	Full Cloth Headliner			
	Full Floor Console w/Covered Storage, Mini Overhead Console w/Storage, 5 12V			
	DC Power Outlets and 1 Interior 120V AC Power Outlet			
	HVAC includes Underseat Ducts and Console Ducts			
	Immobilizer			
	Instrument Panel Covered Bin, Driver / Passenger And Rear Door Bins			
	Interior Trim includes Metal-Look Instrument Panel Insert, Metal-Look Door			
	Panel Insert, Metal-Look Console Insert and Metal-Look Interior Accents			
	Leather Gear Shifter Material			
	Leather Steering Wheel			
	Leatherette Door Trim Insert			
	Locking Glove Box			
	Manual Anti-Whiplash Adjustable Front Head Restraints and Manual Adjustable			
	Rear Head Restraints			
	Manual Tilt/Telescoping Steering Column			
	Outside Temp Gauge			
	Passenger Seat			
	Rear Cupholder			
	Seats w/Cloth Back Material			
	Valet Function			
	Mechanical			
	19 Gal. Fuel Tank			

Bill To	Requisition 00005544-00 FY 2026
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	4035.30.15.0000.0000.1530.0000.0000.47120.
MOBILE, AL	Review:
36601	Buyer: 9105paij
vendorinvoices@cityofmobile.org	Status: Released
	Page 4

Vendor	Ship To
DAPHNE AUTOMOTIVE LLC	POLICE HEADQUARTERS
29732 FREDRICK BLVD	2460 GOVERNMENT STREET

MOBILE, AL 36606

DAPHNE, AL 36526

Tel#2513771443

Deliver To
POLICE HEADQUARTERS
2460 GOVERNMENT STREET

MOBILE, AL 36606

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
12/15/25	300207				POLICE ADMIN SERVICES

LN	Description / Account	Qty	Unit Price	Net Price
	3 Skid Plates			
	3.73 Axle Ratio			
	4-wheel Disc Brakes w/4-wheel ABS, Front And Rear Vented Discs, Brake Assist, Hill Descent Control, Hill Hold Control and Electric Parking Brake			
	6075# Gvwr			
	72-Amp/Hr 750CCA Maintenance-Free Battery			
	Auto Locking Hubs			
	Double Wishbone Front Suspension w/Coil Springs			
	Front And Rear Anti-Roll Bars			
	Gas-Pressurized Shock Absorbers			
	Hydraulic Power-Assist Speed-Sensing Steering			
	Manual Transfer Case			
	Single Stainless Steel Exhaust			
	Solid Axle Rear Suspension w/Coil Springs			
	Trailer Wiring Harness			
	Transmission w/Sequential Shift Control and Oil Cooler			
	Safety • Security			
	A-TRAC ABS And Driveline Traction Control			
	Airbag Occupancy Sensor			
	Back-Up Camera			
	Blind Spot Monitor (BSM) Blind Spot			
	Collision Mitigation-Front			
	Curtain 1st, 2nd And 3rd Row Airbags			
	Driver And Passenger Knee Airbag and Rear Side-Impact Airbag			
	Dual Stage Driver And Passenger Front Airbags			
	Dual Stage Driver And Passenger Seat-Mounted Side Airbags			
	Electronic Stability Control (ESC)			
	Headlights-Automatic Highbeams			
	Lane Departure Alert (LDA) Lane Departure Warning			
	Lane Departure Alert (LDA) Lane Keeping Assist			
	Lane Tracing Assist (LTA)			

Bill To	Requisition 00005544-00 FY 2026
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	4035.30.15.0000.0000.1530.0000.0000.47120.
MOBILE, AL	Review:
36601	Buyer: 9105paij
vendorinvoices@cityofmobile.org	Status: Released
	Page 5

Vendor	Ship To
DAPHNE AUTOMOTIVE LLC	POLICE HEADQUARTERS
29732 FREDRICK BLVD	2460 GOVERNMENT STREET

MOBILE, AL 36606

DAPHNE, AL 36526

Tel#2513771443

Deliver To
POLICE HEADQUARTERS
2460 GOVERNMENT STREET

MOBILE, AL 36606

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
12/15/25	300207				POLICE ADMIN SERVICES

LN	Description / Account	Qty	Unit Price	Net Price
	Low Tire Pressure Warning			
	Outboard Front Lap And Shoulder Safety Belts includes Rear Center 3 Point, Height Adjusters and Pretensioners			
	Perimeter Alarm			
	Rear Child Safety Locks			
	Rear Cross-Traffic Alert (RCTA)			
	Side Impact Beams			
	Toyota Safety Sense P (TSS-P)			
	Comfort and Convenience			
	Body-Colored Power Heated Side Mirrors w/Manual Folding			
	Cruise Control w/Steering Wheel Controls			
	Dual Zone Front Automatic Air Conditioning			
	Dynamic Radar Cruise Control (DRCC)			
	FOB Controls includes Keyfob window Activation			
	Front Bucket Seats includes 6 way manual driver and passenger front seats w/2-way driver lumbar support			
	Gauges includes Speedometer, Odometer, Engine Coolant Temp, Tachometer, Trip Odometer and Trip Computer			
	Power 1st Row Windows w/Front And Rear 1-Touch Up/Down			
	Power Door Locks w/Autolock Feature			
	Power Rear Windows and Fixed 3rd Row Windows			
	Proximity Key For Doors And Push Button Start			
	Radio w/Seek-Scan, Clock and Steering Wheel Controls			
	Radio: 8" Audio includes multimedia display w/8-speaker audio system, wireless Apple CarPlay and Android Auto compatibility, SiriusXM 3-month trial, See toyota.com/audio-multimedia for details			
	Remote Keyless Entry w/Integrated Key Transmitter, 4 Door Curb/Courtesy, Illuminated Entry, Illuminated Ignition Switch and Panic Button			
	Tailgate/Rear Door Lock Included w/Power Door Locks			
	Trip Computer			
	Variable Intermittent Wipers w/Heated Wiper Park			

Bill To	Requisition 00005544-00 FY 2026
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	4035.30.15.0000.0000.1530.0000.0000.47120.
MOBILE, AL	Review:
36601	Buyer: 9105paij
vendorinvoices@cityofmobile.org	Status: Released
	Page 6

Vendor	Ship To
DAPHNE AUTOMOTIVE LLC	POLICE HEADQUARTERS
29732 FREDRICK BLVD	2460 GOVERNMENT STREET

MOBILE, AL 36606

DAPHNE, AL 36526

Tel#2513771443

Deliver To
POLICE HEADQUARTERS
2460 GOVERNMENT STREET

MOBILE, AL 36606

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
12/15/25	300207				POLICE ADMIN SERVICES

LN	Description / Account	Qty	Unit Price	Net Price
	Window Grid Diversity Antenna			
	Tuffy Security Product Cargo Area Security Drawers w/ Shelf Items (20" X 40" X 10") CT23367 or locked drawer system similar			

1	4035.30.15.0000.0000.1530.0000.0000.47120.			
	E G-DRUG-ST .VEHICLEEXP.			47553.79

Ship To
POLICE HEADQUARTERS
2460 GOVERNMENT STREET
MOBILE, AL 36606

Deliver To
POLICE HEADQUARTERS
2460 GOVERNMENT STREET
MOBILE, AL 36606

Requisition Link

Requisition Total	47553.79
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***** Project Ledger Summary Section *****

Account	Amount	Remaining Budget
E G-DRUG-ST .VEHICLEEXP.	47553.79	.00

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

Account	Amount	Remaining Budget
4035.30.15.0000.0000.1530.0000.0000.47120.	47553.79	4623890.53
DRUG ENFORCEMENT FUND EXP		
VEHICLE ACQ (GREATER \$5000)		

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

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00005544-00 FY 2026 Acct No: 4035.30.15.0000.0000.1530.0000.0000.47120. Review: Buyer: 9105paij Status: Released
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Page 7

Vendor DAPHNE AUTOMOTIVE LLC 29732 FREDRICK BLVD DAPHNE, AL 36526 Tel#2513771443	Ship To POLICE HEADQUARTERS 2460 GOVERNMENT STREET MOBILE, AL 36606
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Deliver To
 POLICE HEADQUARTERS
 2460 GOVERNMENT STREET

 MOBILE, AL 36606

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
12/15/25	300207				POLICE ADMIN SERVICES

LN	Description / Account	Activity Date	Clerk	Qty	Unit Price	Net Price
	Cancelled	02/18/26	JOHN PAINE			
	Forward	12/15/25	JAMES BARBER			
	Approved	12/15/25	RODNEY GREELEY			
	Approved	12/15/25	BRANDI MONTGOMERY			
	Approved	12/15/25	WILLIAM JACKSON			
	Approved	12/15/25	MATTHEW GARRETT			
	Approved	12/15/25	WILLIAM REED			
	Forward	02/18/26	JAMES BARBER			
	Approved	02/19/26	RODNEY GREELEY			
	Approved	02/19/26	BRANDI MONTGOMERY			
	Approved	02/19/26	WILLIAM JACKSON			
	Approved	02/19/26	MATTHEW GARRETT			
	Approved	02/19/26	WILLIAM REED			
	Approved	12/16/25	AMBER ADAMS			
	Approved	12/16/25	TRAVIS MARSHALL			
	Approved	12/16/25	SHAUNAGYE SIMMS			
	Queued	02/19/26	AMBER ADAMS			
	Queued	02/19/26	TRAVIS MARSHALL			
	Queued	02/19/26	SHAUNAGYE SIMMS			
	Pending		DONALD ROSE			
	Pending		SANDRA LEWIS			
	Pending		STEVEN KRONINGER			
	Pending		SAMANTHA COOLEY			
	Pending		JAMES NEESE			
	Pending		PATRICIA KENNEDY-JONES			
	Pending		REBECCA CRUMPLER			
	Pending		ANNE FOLEY			
	Pending		JOHN PAINE			

=====	=====
Bill To	Requisition 00005544-00 FY 2026
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	4035.30.15.0000.0000.1530.0000.0000.47120.
MOBILE, AL	Review:
36601	Buyer: 9105paij
vendorinvoices@cityofmobile.org	Status: Released
	Page 8
=====	=====

Vendor
 DAPHNE AUTOMOTIVE LLC
 29732 FREDRICK BLVD

Ship To
 POLICE HEADQUARTERS
 2460 GOVERNMENT STREET

MOBILE, AL 36606

DAPHNE, AL 36526

Tel#2513771443

Deliver To
 POLICE HEADQUARTERS
 2460 GOVERNMENT STREET

MOBILE, AL 36606

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Date	Vendor	Date	Ship		
Ordered	Number	Required	Via	Terms	Department
-----	-----	-----	-----	-----	-----
12/15/25	300207				POLICE ADMIN SERVICES
-----	-----	-----	-----	-----	-----

LN Description / Account	Qty	Unit Price	Net Price
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Authorized By: _____ Date: _____
 Signature

**BID TABULATION FOR BID #6026
FOR NEW OR SLIGHTLY USED VEHICLES**

Numbers in **RED** designate local vendor adjustment.

OPT N/A designates vendor did not bid the option.

	Eastern Shore Toyota	LCM Motors	Buster Miles Chevrolet	Joe Bullard Chevrolet	Donohoo Chevrolet	Landers McLarty DCJ
Toyota 4 Runner	\$47,533.79 \$49,910.48 OPT N/A	<i>USED</i> \$49,980.00 OPT N/A	—	—	—	—
Grand Cherokee Limited	—	<i>USED</i> \$43,500.00 OPT N/A	—	—	—	\$49,472.00 OPT \$1,675.00
Chevrolet Traverse	—	<i>USED</i> \$39,700.00 OPT N/A	\$51,0145.80 \$53,598.09 OPT N/A	\$45,105.00 OPT \$1,038.00	\$42,361.50 \$44,479.58 OPT \$1,862.50	—
Toyota Camry	\$29,504.00 \$30,979.20	<i>USED</i> \$32,900.00	—	—	—	—
Honda Accord	—	<i>USED</i> \$32,900.00	—	—	—	—
	Daphne, AL	Local Vendor	Heflin, AL	Local Vendor	Ft. Dodge, AL	Local Vendor

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 1/20/2026	BID NO. 6026	DEPARTMENT Public Works	Commodities to be delivered F.O.B. Mobile to: To Be Specified
-------------------	-----------------	----------------------------	--

This bid must be received and stamped by the Purchasing office not later than:

12:01 PM, Friday, February 6, 2026

QUANTITY	ARTICLES	UNIT	UNIT PRICE		EXTENSION	
			Dollars	Cents	Dollars	Cents
	NEW OR SLIGHTLY USED VEHICLES					
1 EA	2025 or Newer TOYOTA 4RUNNER as per the following and attached Make _____ Model _____ Colors _____ Mileage _____ Delivery _____ OPTIONAL Tuffy Security Product Cargo Area Security Drawers w/Shelf Items (20" x 40" x 10") CT23367 or locked drawyer system similar insalled. Make _____ Model _____ Price _____					
1 EA	2025 or Newer JEEP GRAND CHEROKEE LIMITED as per the following attached Make _____ Model _____ Colors _____ Mileage _____ Delivery _____ OPTIONAL Tuffy Security Product Cargo Area Security Drawers w/Shelf Items (20" x 40" x 10") CT23367 or locked drawyer system similar insalled. Make _____ Model _____ Price _____					
Page 1 of 4			TOTAL			

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

State delivery time within _____ days of receipt of P.O.

Phone Number _____

Firm Name _____

Email Address _____

Signature _____

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

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 4						
1 EA	2025 or Newer CHEVROLET TRAVERSE as per the following and attached Make _____ Model _____ Colors _____ Mileage _____ Delivery _____ OPTIONAL Tuffy Security Product Cargo Area Security Drawers w/Shelf Items (20" x 40" x 10") CT23367 or locked drawyer system similar insalled. Make _____ Model _____ Price _____					
1 EA	2025 or Newer TOYOTA CAMRY as per the following and attached Make _____ Model _____ Colors _____ Mileage _____ Delivery _____					
1 EA	2025 or Newer HONDA ACCORD as per the following and attached Make _____ Model _____ Colors _____ Mileage _____ Delivery _____					
Upon award, the City will purchase one each of the above vehicles. State whether the vehicle is in stock or must be ordered. No Red, Tan, or White color units will be acceptable. Include Certificate of Title in your bid price. State your delivery of each unit bid. The City reserves the right to inspect the unit prior to bid award. The City desires unit to be on the lot or to be delivered within two (2) weeks of the bid opening, however will consider waiting for new unit.						
			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 4 All pricing to be delivered FOB Mobile. Vendor shall deliver to City of Mobile Motor Pool. City will not pick up any vehicle, all must be delivered. Vehicle will only be delivered by the vendor to the City of Mobile Motor Pool. All vendors will be required to provide verification of enrollment in the E-Verify program. Additional information may be found at http://immigration.alabama.gov/ If the successful vendor's principal place of business is out-of-state, vendor may be required to have a Certificate of Authority to do business in the State of Alabama from the Secretary of State prior to issuance of a Purchase Order. Vendors are solely responsible for consulting with the Secretary of State to determine whether a Certificate is required. See: www.sos.alabama.gov/BusinessServices/ForeignCorps.aspx. Please note that the time between application for the issuance of a Certificate of Authority may be several weeks. Upon notification, vendor will have 10 business days to provide the Certificate of Authority and the E-Verify numbers to the Purchasing Department before award can be completed. (Vendors will possibly need to pay the expedite fee to meet this requirement because application is not sufficient. We must have a copy of the certificate with your Company ID number). Vendors do not need a City of Mobile Business License or Certificate of Authority from the Alabama Secretary of State, nor the E-Verify for certification to submit a bid, but will need to obtain the Business License and Certificate of Authority verification and/or provide the E-Verify Certification, if applicable, prior to issuance of a Purchase Order. State of Alabama Local Vendor Preference Law 41-16-50 (a) and (d) will apply to this purchase. CONE OF SILENCE. From the time of advertising, and until the final award by completion of a signed contract or purchase document issued by the City, there is a prohibition on communication by respondents (or anyone on their behalf) with the City staff and elected officials regarding this request for bids, proposals, or qualifications.					
			TOTAL			

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

READ ABOVE INSTRUCTIONS BEFORE QUOTING

Firm Name _____

By _____

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

Bid Specifications for Automobile Purchases
2025 or newer Toyota 4Runner
Mileage: Less than 7500 miles
Any color except Supersonic Red, Everest Green

Equipment options as per the following Minimum specifications unless otherwise noted. The bidder will list in detail all specifications being bid, a copy of the warranty and appropriate literature on bid. (Equipment Options Pg.1-Pg.6)

Optional Packages and Equipment

Packages

None Installed

Equipment

50 STATE EMISSIONS

BLACK POWDER COAT OVAL TUBE SIDE STEPS (TMS)

BLACK, FABRIC SEAT TRIM (FA)

BRIGHT CHROME WHEEL LOCKS (TMS)

REAR TOYOTA BRONZE BADGE INSERTS (TMS)

TOWING BALL MOUNT (TMS)

Standard Equipment

Exterior

Auto Off Projector Beam Led Low/High Beam Daytime Running Auto High-Beam Headlamps

Black Side Windows Trim, Black Front Windshield Trim and Black Rear Window Trim

Body-Colored Door Handles

Body-Colored Front Bumper w/1 Tow Hook

Body-Colored Rear Step Bumper

Chrome Bodyside Insert, Rocker Panel Extensions and Body-Colored Fender Flares

Class III Towing Equipment includes Hitch

Deep Tinted Glass

Front Fog Lamps

Full-Size Spare Tire Stored Underbody w/Crankdown

Fully Galvanized Steel Panels

Grille w/Body-Colored Bar

LED Brakelights

Liftgate Rear Cargo Access

Lip Spoiler

Perimeter/Approach Lights

Power Rear Window w/Wiper and Defroster

Splash Guards

Steel Spare Wheel

Tires: 245/70R17

Wheels: 17" Dark-Gray Painted Alloy

Interior

2 Seatback Storage Pockets

40-20-40 Folding Split-Bench Front Facing Manual Reclining Fold Forward Seatback Rear Seat

5 12V DC Power Outlets

5 12V DC Power Outlets and 1 Interior 120V AC Power Outlet

Air Filtration

Cargo Space Lights

Carpet Floor Trim

Day-Night Rearview Mirror

Delayed Accessory Power

Digital/Analog Appearance

Driver And Passenger Visor Vanity Mirrors w/Driver And Passenger Illumination, Driver And Passenger Auxiliary Mirror

Driver Foot Rest

Driver Information Center

Driver Seat

Fade-To-Off Interior Lighting

Front Center Armrest and Rear Center Armrest

Front Cupholder

Front Map Lights

Full Carpet Floor Covering

Full Cloth Headliner

Full Floor Console w/Covered Storage, Mini Overhead Console w/Storage, 5 12V DC Power Outlets and 1 Interior 120V AC Power Outlet

HVAC includes Underseat Ducts and Console Ducts

Immobilizer

Instrument Panel Covered Bin, Driver / Passenger And Rear Door Bins

Interior Trim includes Metal-Look Instrument Panel Insert, Metal-Look Door Panel Insert, Metal-Look Console Insert and Metal-Look Interior Accents

Leather Gear Shifter Material

Leather Steering Wheel

Leatherette Door Trim Insert

Locking Glove Box

Manual Anti-Whiplash Adjustable Front Head Restraints and Manual Adjustable Rear Head Restraints

Manual Tilt/Telescoping Steering Column

Outside Temp Gauge

Passenger Seat

Rear Cupholder

Seats w/Cloth Back Material

Valet Function

Mechanical

19 Gal. Fuel Tank

3 Skid Plates

3.73 Axle Ratio

4-Wheel Disc Brakes w/4-Wheel ABS, Front And Rear Vented Discs, Brake Assist, Hill Descent Control, Hill Hold Control and Electric Parking Brake

6075# Gvwr

72-Amp/Hr 750CCA Maintenance-Free Battery

Auto Locking Hubs

Double Wishbone Front Suspension w/Coil Springs

Front And Rear Anti-Roll Bars

Gas-Pressurized Shock Absorbers

Hydraulic Power-Assist Speed-Sensing Steering

Manual Transfer Case

Single Stainless Steel Exhaust

Solid Axle Rear Suspension w/Coil Springs

Trailer Wiring Harness

Transmission w/Sequential Shift Control and Oil Cooler

Safety • Security

A-TRAC ABS And Driveline Traction Control

Airbag Occupancy Sensor

Back-Up Camera

Blind Spot Monitor (BSM) Blind Spot

Collision Mitigation-Front

Curtain 1st, 2nd And 3rd Row Airbags

Driver And Passenger Knee Airbag and Rear Side-Impact Airbag

Dual Stage Driver And Passenger Front Airbags

Dual Stage Driver And Passenger Seat-Mounted Side Airbags

Electronic Stability Control (ESC)

Headlights-Automatic Highbeams

Lane Departure Alert (LDA) Lane Departure Warning

Lane Departure Alert (LDA) Lane Keeping Assist

Lane Tracing Assist (LTA)

Low Tire Pressure Warning

Outboard Front Lap And Shoulder Safety Belts includes Rear Center 3 Point, Height Adjusters and Pretensioners

Perimeter Alarm

Rear Child Safety Locks

Rear Cross-Traffic Alert (RCTA)

Side Impact Beams

Toyota Safety Sense P (TSS-P)

Comfort and Convenience

Body-Colored Power Heated Side Mirrors w/Manual Folding

Cruise Control w/Steering Wheel Controls

Dual Zone Front Automatic Air Conditioning

Dynamic Radar Cruise Control (DRCC)

FOB Controls includes Keyfob Window Activation

Front Bucket Seats includes 6 way manual driver and passenger front seats w/2-way driver lumbar support

Gauges includes Speedometer, Odometer, Engine Coolant Temp, Tachometer, Trip Odometer and Trip Computer

Power 1st Row Windows w/Front And Rear 1-Touch Up/Down

Power Door Locks w/Autolock Feature

Power Rear Windows and Fixed 3rd Row Windows

Proximity Key For Doors And Push Button Start

Radio w/Seek-Scan, Clock and Steering Wheel Controls

Radio: 8" Audio includes multimedia display w/8-speaker audio system, wireless Apple CarPlay and Android Auto compatibility, SiriusXM 3-month trial, See toyota.com/audio-multimedia for details

Remote Keyless Entry w/Integrated Key Transmitter, 4 Door Curb/Courtesy, Illuminated Entry, Illuminated Ignition Switch and Panic Button

Tailgate/Rear Door Lock Included w/Power Door Locks

Trip Computer

Variable Intermittent Wipers w/Heated Wiper Park

Window Grid Diversity Antenna

OPTIONAL

Tuffy Security Product Cargo Area Security Drawers w/ Shelf Items (20" X 40" X 10") CT23367 or locked drawer system similar

Bid Specifications for Automobile Purchases
2025 or newer Jeep Grand Cherokee Limited
Mileage: Less than 7500 miles
Any color except Redline Pearl, Sage Green, Blue Shade

Equipment options as per the following Minimum specifications unless otherwise noted. The bidder will list in detail all specifications being bid, a copy of the warranty and appropriate literature on bid. (Equipment Options Pg.1-Pg.4)

Packages

BLACK APPEARANCE PACKAGE - ALC

- Tires: 265/50R20 A/S Performance
- Wheels: 20" x 8.5" Gloss Black Painted Aluminum
- Gloss Black Exterior Accents

QUICK ORDER PACKAGE - 22E

- Engine: 3.6L V6 24V VVT UPG I w/ESS
- Transmission: 8-Speed Automatic (850RE)

Equipment

- DUAL-PANE PANORAMIC SUNROOF
- GLOBAL BLACK, CAPRI LEATHERETTE SEATS
- MODEL YEAR TRACKING
- TIRES: 265/50R20 A/S PERFORMANCE
- WHEELS: 20" X 8.5" GLOSS BLACK PAINTED ALUMINUM
-

Standard Equipment

Exterior

- Aluminum Spare Wheel
- Auto On/Off Reflector Led Low/High Beam Auto High-Beam Daytime Running Lights Preference Setting Headlamps w/Delay-Off
- Black Bodyside Cladding and Black Fender Flares
- Black Power Heated Side Mirrors w/Manual Folding and Turn Signal Indicator
- Body-Colored Door Handles
- Body-Colored Front Bumper w/Black Rub Strip/Fascia Accent and Chrome Bumper Insert
- Body-Colored Rear Bumper w/Black Rub Strip/Fascia Accent and Chrome Bumper Insert
- Chrome Grille
- Chrome Side Windows Trim and Chrome Rear Window Trim
- Compact Spare Tire Mounted Inside Under Cargo
- Deep Tinted Glass
- Fixed Rear Window w/Wiper, Heated Wiper Park and Defroster
- Front Fog Lamps
- Galvanized Steel/Aluminum Panels
- Headlights-Automatic Highbeams
- Laminated Glass
- LED Brakelights

- Lip Spoiler
- Perimeter/Approach Lights
- Speed Sensitive Variable Intermittent Wipers
- Tires: 265/60R18 BSW A/S LRR

Interior

- 12-Way Power Driver Seat includes Power Recline, Height Adjustment, Fore/Aft Movement, Cushion Tilt and Power 4-Way Lumbar Support
- 12-Way Power Passenger Seat includes Power Recline, Height Adjustment, Fore/Aft Movement, Cushion Tilt and Power 4-Way Lumbar Support
- 2 12V DC Power Outlets
- 2 12V DC Power Outlets and 1 Interior 120V AC Power Outlet
- 2 Seatback Storage Pockets
- 60-40 Folding Split-Bench Front Facing Heated Manual Reclining Fold Forward Seatback Leatherette Rear Seat
- Air Filtration
- Cargo Area Concealed Storage
- Cargo Space Lights
- Carpet Floor Trim
- Chrome Gear Shifter Material
- Compass
- Day-Night Rearview Mirror
- Delayed Accessory Power
- Digital/Analog Appearance
- Driver And Passenger Heated Front Seat
- Driver And Passenger Visor Vanity Mirrors w/Driver And Passenger Illumination
- Driver Foot Rest
- Driver Information Center
- Fade-To-Off Interior Lighting
- Front And Rear Map Lights
- Front Center Armrest w/Storage
- Front Seats w/Power 4-Way Driver Lumbar
- Full Carpet Floor Covering includes Carpet Front And Rear Floor Mats
- Full Cloth Headliner
- Full Floor Console w/Covered Storage, Mini Overhead Console w/Storage, 2 12V DC Power Outlets and 1 Interior 120V AC Power Outlet
- Heated Leatherette Steering Wheel
- HVAC includes Headliner/Pillar Ducts and Console Ducts
- Illuminated Front Cupholder
- Illuminated Locking Glove Box
- Instrument Panel Covered Bin, Driver / Passenger And Rear Door Bins
- Interior Trim includes Simulated Wood/Metal-Look Instrument Panel Insert, Simulated Wood/Metal-Look Door Panel Insert, Piano Black Console Insert and Chrome/Metal-Look Interior Accents
- Jeep Connect Tracker System
- Manual Anti-Whiplash w/Tilt Front Head Restraints and Fixed Rear Head Restraints
- Manual Tilt/Telescoping Steering Column
- Memory Settings includes Driver Seat, Door Mirrors and Audio
- Outside Temp Gauge
- Power Fuel Flap Locking Type
- Rear Cupholder

- Redundant Digital Speedometer
- Remote Releases includes Power Cargo Access
- Sentry Key Immobilizer
- Valet Function
- Vinyl Door Trim Insert

Mechanical

- 180 Amp Alternator
- 23 Gal. Fuel Tank
- 3.45 Axle Ratio
- 4-Wheel Disc Brakes w/4-Wheel ABS, Front And Rear Vented Discs, Brake Assist, Hill Hold Control and Electric Parking Brake
- 50 State Emissions
- 6050# Gvwr 1260# Maximum Payload
- 700CCA Maintenance-Free Battery w/Run Down Protection
- Brake Actuated Limited Slip Differential
- Electric Power-Assist Steering
- Engine Auto Stop-Start Feature
- Engine Oil Cooler
- Front And Rear Anti-Roll Bars
- Gas-Pressurized Shock Absorbers
- Multi-Link Front Suspension w/Coil Springs
- Multi-Link Rear Suspension w/Coil Springs
- Normal Duty Suspension
- Single Stainless Steel Exhaust
- Towing Equipment includes Trailer Sway Control
- Transmission w/Driver Selectable Mode and Sequential Shift Control w/Steering Wheel Controls

Safety • Security

- Active Lane Management Lane Departure Warning
- Active Lane Management Lane Keeping Assist
- Airbag Occupancy Sensor
- Blind Spot Detection Blind Spot
- Collision Mitigation-Front
- Cross Path Detection
- Curtain 1st And 2nd Row Airbags
- Driver And Passenger Knee Airbag
- Dual Stage Driver And Passenger Front Airbags
- Dual Stage Driver And Passenger Seat-Mounted Side Airbags
- Electronic Stability Control (ESC) And Roll Stability Control (RSC)
- Full Speed Forward Collision Warning Plus
- Outboard Front Lap And Shoulder Safety Belts includes Rear Center 3 Point, Height Adjusters and Pretensioners
- ParkSense with Stop Rear Parking Sensors
- Perimeter Alarm
- Rear Child Safety Locks
- Selec-Terrain ABS And Driveline Traction Control
- Side Impact Beams
- Tire Specific Low Tire Pressure Warning

Comfort and Convenience

- 2 LCD Monitors In The Front
- 6 Performance Speakers
- Active Noise Control System
- Adaptive Cruise Control w/Stop & Go
- Connected Travel & Traffic Services Real-Time Traffic Display
- Cruise Control w/Steering Wheel Controls
- FOB Controls includes Keyfob Cargo Access and Keyfob Remote Start
- Integrated Roof Antenna
- Power 1st Row Windows w/Driver And Passenger 1-Touch Up/Down
- Power Door Locks w/Autolock Feature
- Power Liftgate Rear Cargo Access
- Power Rear Windows and Fixed 3rd Row Windows
- Proximity Key For Doors And Push Button Start
- Radio w/Seek-Scan, Clock, Speed Compensated Volume Control, Aux Audio Input Jack, Steering Wheel Controls, Voice Activation, Radio Data System and Uconnect External Memory Control
- Radio: Uconnect 5 Nav w/10.1" Display
- Remote Keyless Entry w/Integrated Key Transmitter, Illuminated Entry and Panic Button
- Smart Device Remote Engine Start
- Streaming Audio
- Tailgate/Rear Door Lock Included w/Power Door Locks
- Voice Activated Dual Zone Front Automatic Air Conditioning
- Wireless Phone Connectivity

OPTIONAL

- Tuffy Security Product Cargo Area Security Drawers w/ Shelf Items (20" X 40" X 10") CT23367 or locked drawer system similar

2025 CHEVY TRAVERSE

Mileage: Less than 7500 miles

Any color except Radiant Red, Harvest Bronze Metallic and Lakeshore Blue Metallic

Equipment options as per the following Minimum specifications unless otherwise noted. The bidder will list in detail all specifications being bid, a copy of the warranty and appropriate literature on bid. (Equipment Options Pg.1-Pg.7)

High Value Options

3rd Row Seat

Adaptive Cruise Control

Back-Up Camera

Blind Spot Monitor

Bluetooth Connection

Climate Control

Cross-Traffic Alert

Heated Front Seat(s)

Heated Steering Wheel

Integrated Turn Signal Mirrors

Lane Departure Warning

Lane Keeping Assist

Multi-Zone A/C

Navigation System

Power Driver Seat

Power Liftgate

Privacy Glass

Rear A/C

Rear Parking Aid

Satellite Radio

Smart Device Integration

Tire Pressure Monitor

WiFi Hotspot

Optional Packages And Equipment

Packages

DRIVER CONFIDENCE PACKAGE - BGP

(KI6) 120V-volt power outlet

(UKK) Rear Pedestrian Alert

(UV2) HD Surround Vision and (UVX) Traffic Sign Recognition

LICENSE PLATE FRONT MOUNTING PACKAGE - VK3

(will be forced on orders with ship-to states that require a front license plate)

LT PREFERRED EQUIPMENT GROUP - 1LT

standard equipment

Equipment

EMISSIONS, FEDERAL REQUIREMENTS

HD SURROUND VISION

LT JET BLACK, PREMIUM CLOTH SEAT TRIM

POWER OUTLET, 120-VOLT, LOCATED ON THE REAR OF CENTER CONSOLE

REAR PEDESTRIAN ALERT

SEATING, 7-PASSENGER (2-2-3 SEATING CONFIGURATION)

SEATS, FRONT BUCKET

TIRES, 255/65R18 ALL-SEASON BLACKWALL

TRAFFIC SIGN RECOGNITION

WHEELS, 18" (45.7 CM) GRAZEN METALLIC MACHINED-FACE ALUMINUM

Standard Equipment

Exterior

Door handles, body-color

Glass, deep-tinted

Glass, rear, deep tint

Headlamps, LED, automatic on/off

Molding, bright door upper and low gloss Black belt

Moldings, molded color bodyside

Moldings, rocker, narrow, molded color

Rear Camera Washer

Roof rails, Black

Tire, compact spare, T135/70R18, blackwall

Wheel moldings, mold-in-color Black

Wheel, spare, 18" (45.7 cm) steel

Interior

Driver Information Center, 11" diagonal display

Floor mats, front, carpeted (Deleted when LPO floor mats or floor liners are ordered.)

Floor mats, rear, carpeted (Deleted when LPO floor mats or floor liners are ordered.)

Headrest, 3rd row center

Heater, electric, heater defroster system, reinforced

Mirror, inside rearview manual day/night

Seat adjuster, front passenger 4-way manual

Sensor, cabin humidity and windshield temperature

Steering column, manual tilt and telescopic

Steering wheel, wrapped

USB ports, 2 type-A, charge-only located on the rear of the center console

Vehicle health management provides advanced warning of vehicle issues

Wireless Phone Charging

Mechanical

Alternator, 220 amps

Brake lining wear indicator

Brakes, 4-wheel antilock, 4-wheel disc

Cooling system, heavy-duty

Electronic Precision Shift, electronic transmission range selector

Engine control, stop-start system

Engine control, stop-start system override

GVWR, 6173 lbs (2800 kg)

Hitch Guidance

Hitch View

Suspension, Ride and Handling

Safety • Security

Airbags, driver and front passenger frontal, seat-mounted side-impact first and second row outboard seating positions, and roof rail-mounted head-curtain for all outboard seating positions, and Passenger Sensing System for front passenger (Always use seat belts and child restraints. Children are safer when properly secured in a rear seat in the appropriate child restraint. See the Owner's Manual for more information.)

Automatic Emergency Braking

Blind Zone Steering Assist

Buckle to Drive prevents vehicle from being shifted out of Park until driver seat belt is fastened; times out after 20 seconds and encourages seat belt use, can be turned on and off in Settings menu

Chevy Safety Assist includes (UHY) Automatic Emergency Braking, (UE4) Following Distance Indicator, (UEU) Forward Collision Alert and (TQ5) IntelliBeam

Display, automatic occupant sensing

Enhanced Automatic Emergency Braking

Following Distance Indicator

Forward Collision Alert

Front Pedestrian and Bicyclist Braking

HD Rear Vision Camera

IntelliBeam

Intersection Automatic Emergency Braking

LATCH system (Lower Anchors and Tethers for CHildren), for child restraints seats

LED Reflective Windshield Collision Alert

Lane Keep Assist with Lane Departure Warning (Included and only available with Chevy Safety Assist.)

Lane Keep Assist with Lane Departure Warning, enhanced

Mechanical jack with tools

Passenger Sensing System sensor indicator inflatable restraint, front passenger/child presence detector

Rear Cross Traffic Braking

Rear Park Assist

Rear Seat Reminder

Reverse Automatic Braking

Safety Alert Seat

Seat belt indicator, 2nd row

Seat belt indicator, 3rd row

Seat belt restraint pretensioner, rear

Seat belt, 3-point, driver with pretensioner and load limiter

Seat belt, 3-point, front passenger with pretensioner and load limiter

Seat belts, all rows 3-point with pretensioners, driver and front passenger height-adjustable

Side Bicyclist Alert

Teen Driver a configurable feature that lets you activate customizable vehicle settings associated with a key fob, to help encourage safe driving behavior. It can limit certain available vehicle features, and it prevents certain safety systems from being turned off. An in-vehicle report card gives you information on driving habits and helps you to continue to coach your new driver

Tire Pressure Monitor System, auto learn

Comfort and Convenience

Active Noise Cancellation, driveline

Adaptive Cruise Control

Air conditioning, tri-zone automatic climate control with individual climate settings for driver, front passenger and rear seat passengers

Audio system feature, 6-speaker system

Audio system, 17.7" diagonal advanced color high-contrast LCD display with Google built-in compatibility (select service plan required, terms and limitations apply), including navigation capability, connected apps, personalized profiles for each driver's settings, Natural Voice Recognition and Phone Integration for Wireless Apple CarPlay and Wireless Android Auto for compatible phones

AutoSense Power Liftgate, programmable, hands free

Keyless Open, all doors includes extended range Remote Keyless Entry with lock/unlock feature

Mirrors, outside heated, power-adjustable, manual-folding Black, with integrated turn signal indicators

OnStar Basics (OnStar Fleet Basics for Fleet) Drive confidently with core OnStar services including remote commands, built-in voice assistance, real-time traffic and navigation, and Automatic Crash Response to help if you're in need. (OnStar Basics includes remote commands, Navigation, Voice Assistance, and Automatic Crash Response, for eligible vehicles with compatible software. For MY25 vehicles, OnStar Basics is standard for 8 years; OnStar plan, working electrical system, cell reception and GPS signal required. OnStar links to emergency services. Service coverage varies with conditions and location. Service availability, features and functionality vary by device and software version. See onstar.com for details and limitations.)

Remote Start

Seat adjuster, driver 8-way power

Seats, heated driver and front passenger

SiriusXM with 360L Trial Subscription. SiriusXM with 360L transforms your customers' ride with our most extensive and personalized radio experience on the road. (IMPORTANT: The SiriusXM trial subscription is not provided on vehicles that are ordered for Fleet Daily Rental ("FDR") use. Trial subscription is subject to the SiriusXM Customer Agreement and privacy policy, visit www.siriusxm.com which includes full terms and how to cancel. All fees, content, features, and availability are subject to change. Some features require GM connected vehicle services.)

Steering wheel, heated

USB ports, 2 type-A, charge-only one on each outboard location

USB ports, 2, one type A and one type-C data/charge, located in the front area of the center console

Wi-Fi Hotspot capable (Terms and limitations apply. See onstar.com or dealer for details.)

Windows, remote express-up/-down driver and express-down all passengers

OPTIONAL

Tuffy Security Product Cargo Area Security Drawers w/ Shelf Items (20" X 40" X 10") CT23367 or locked drawer system similar

Bid Specifications for Automobile Purchases

2025 or Newer TOYOTA CAMRY

Mileage: Less than 7500 miles

Any color except White, Supersonic Red, and Precious Bronze

Equipment options as per the following Minimum specifications unless otherwise noted. The bidder will list in detail all specifications being bid, a copy of the warranty and appropriate literature on bid. (Equipment Options Pg.1-Pg.5)

Exterior

Auto On/Off Projector Beam Led Low/High Beam Daytime Running Auto High-Beam Headlamps w/Delay-Off

Black Grille

Black Side Windows Trim and Black Front Windshield Trim

Body-Colored Door Handles

Body-Colored Front Bumper

Body-Colored Rear Bumper

Compact Spare Tire Mounted Inside Under Cargo

Fixed Rear Window w/Defroster

Galvanized Steel/Aluminum Panels

LED Brakelights

Light Tinted Glass

Steel Spare Wheel

Tires: P205/65R16 AS

Trunk Rear Cargo Access

Wheels w/Silver Accents

Wheels: 16" Silver-Finished Alloy

Interior

1 12V DC Power Outlet

1 Seatback Storage Pocket

60-40 Folding Bench Front Facing Fold Forward Seatback Rear Seat

Air Filtration

Cargo Space Lights

Carpet Floor Trim and Carpet Trunk Lid/Rear Cargo Door Trim

Day-Night Rearview Mirror

Delayed Accessory Power

Digital/Analog Appearance

Driver / Passenger And Rear Door Bins

Driver And Passenger Visor Vanity Mirrors w/Driver And Passenger Auxiliary Mirror

Driver Foot Rest

Driver Information Center

Driver Seat

Fade-To-Off Interior Lighting

Front Bucket Seats includes passenger-side seatback pocket and 6-way manual front driver's and passenger seats

Front Center Armrest and Rear Center Armrest

Front Cupholder

Front Map Lights

Full Carpet Floor Covering

Full Cloth Headliner

Full Floor Console w/Covered Storage, Mini Overhead Console w/Storage and 1 12V DC Power Outlet

HVAC includes Underseat Ducts and Console Ducts

Illuminated Glove Box

Immobilizer

Interior Trim includes Cloth Instrument Panel Insert, Piano Black/Metal-Look Door Panel Insert, Piano Black Console Insert and Piano Black/Metal-Look Interior Accents

Manual Adjustable Front Head Restraints and Fixed Rear Head Restraints

Manual Tilt/Telescoping Steering Column

Outside Temp Gauge

Passenger Seat

Rear Cupholder

Safety Connect (up to 10-year trial subscription) Tracker System

Seats w/Cloth Back Material

Urethane Gear Shifter Material

Mechanical

13 Gal. Fuel Tank

3.29 Axle Ratio

Battery w/Run Down Protection

Electric Power-Assist Speed-Sensing Steering

Engine Auto Stop-Start Feature

Front And Rear Anti-Roll Bars

Gas-Pressurized Shock Absorbers

Hybrid Electric Motor

Lithium Ion (li-Ion) Traction Battery

Multi-Link Rear Suspension w/Coil Springs

Regenerative 4-Wheel Disc Brakes w/4-Wheel ABS, Front Vented Discs, Brake Assist, Hill Hold Control and Electric Parking Brake

Single Stainless Steel Exhaust

Strut Front Suspension w/Coil Springs

Transmission w/Driver Selectable Mode and Sequential Shift Control

Safety • Security

ABS And Driveline Traction Control

Airbag Occupancy Sensor

Back-Up Camera

Blind Spot Monitor (BSM) Blind Spot

Collision Mitigation-Front

Curtain 1st And 2nd Row Airbags

Driver And Passenger Knee Airbag and Rear Side-Impact Airbag

Dual Stage Driver And Passenger Front Airbags

Dual Stage Driver And Passenger Seat-Mounted Side Airbags

Electronic Stability Control (ESC)

Evasion Assist

Headlights-Automatic Highbeams

Lane Departure Alert (LDA) w/Steering Assist Lane Departure Warning

Lane Departure Alert (LDA) w/Steering Assist Lane Keeping Assist

Lane Tracing Assist (LTA)

Outboard Front Lap And Shoulder Safety Belts includes Rear Center 3 Point, Height Adjusters and Pretensioners

Perimeter Alarm

Rear Child Safety Locks

Rear Cross-Traffic Alert (RCTA)

Side Impact Beams

Tire Pressure Monitor System (TPMS) Tire Specific Low Tire Pressure Warning

Toyota Safety Sense (TSS) 3.0

Comfort and Convenience

2 LCD Monitors In The Front

6 Speakers

Body-Colored Power Heated Side Mirrors w/Manual Folding and Turn Signal Indicator

Cruise Control w/Steering Wheel Controls

Dual Zone Front Automatic Air Conditioning

FOB Controls includes Keyfob Cargo Access and Keyfob Window Activation

Full-Speed Range Dynamic Radar Cruise Control (DRCC)

Gauges includes Speedometer, Odometer, Engine Coolant Temp, Traction Battery Level, Power/Regen, Trip Odometer and Trip Computer

Power 1st Row Windows w/Front And Rear 1-Touch Up/Down

Power Door Locks w/Autolock Feature

Power Rear Windows

Proximity Key For Push Button Start Only

Radio w/Seek-Scan, Clock, Speed Compensated Volume Control, Steering Wheel Controls, Voice Activation and Radio Data System

Radio: Toyota Audio Multimedia w/8" Touchscreen includes USB-A media port, hands-free phone capability and music streaming via Bluetooth wireless technology, SiriusXM 3-month trial subscription, 6-speaker audio system, wireless Apple CarPlay compatibility and wireless Android Auto compatibility

Remote Keyless Entry w/Integrated Key Transmitter, Illuminated Entry, Illuminated Ignition Switch and Panic Button

Remote Releases includes Power Cargo Access and Power Fuel

Streaming Audio

Trip Computer

Variable Intermittent Wipers

Window Grid And Roof Mount Antenna

Bid Specifications for Automobile Purchases

2025 or Newer HONDA ACCORD

Mileage: Less than 7500 miles
Any color except Radiant Red Metallic

Equipment options as per the following Minimum specifications unless otherwise noted. The bidder will list in detail all specifications being bid, a copy of the warranty and appropriate literature on bid. (Equipment Options Pg.1-Pg.5)

Options

Interior

2 12V DC Power Outlets

4-Way Passenger Seat

6-Way Driver Seat

Air Filtration

Cargo Space Lights

Carpet Floor Trim and Carpet Trunk Lid/Rear Cargo Door Trim

Compass

Day-Night Rearview Mirror

Delayed Accessory Power

Digital/Analog Appearance

Driver And Passenger Visor Vanity Mirrors w/Driver And Passenger Illumination, Driver And Passenger Auxiliary Mirror

Driver Foot Rest

Driver Information Center

Driver / Passenger And Rear Door Bins

Fabric Seat Trim

Fade-To-Off Interior Lighting

Front And Rear Map Lights

Front Bucket Seats

Front Center Armrest and Rear Center Armrest

Front Cupholder

Full Carpet Floor Covering

Full Cloth Headliner

Full Floor Console w/Covered Storage, Mini Overhead Console w/Storage and 2 12V DC Power Outlets

Full Folding Bench Front Facing Fold Forward Seatback Rear Seat

Glove Box

HVAC

Immobilizer

Interior Trim

Manual Adjustable Front Head Restraints and Fixed Rear Head Restraints

Manual Tilt/Telescoping Steering Column

Outside Temp Gauge

Power Fuel Flap Locking Type

Rear Cupholder

Redundant Digital Speedometer

Remote Releases

Seats w/Cloth Back Material

Urethane Gear Shifter Material

Valet Function

HondaLink Tracker System

Leatherette Door Trim Insert

Exterior

Black Grille

Body-Colored Door Handles

Body-Colored Front Bumper

Body-Colored Rear Bumper

Chrome Side Windows Trim and Black Front Windshield Trim

Compact Spare Tire Mounted Inside Under Cargo

Fixed Rear Window w/Defroster

Galvanized Steel/Aluminum Panels

LED Brakelights

Light Tinted Glass

Steel Spare Wheel

Tires: 225/50R17 94V AS

Trunk Rear Cargo Access

Wheels: 17" x 7.5J Blade Silver

Auto On/Off Reflector Led Low/High Beam Daytime Running Auto High-Beam Headlamps w/Delay-Off

Comfort And Convenience

2 LCD Monitors In The Front

Automatic Air Conditioning

Body-Colored Power Side Mirrors w/Manual Folding

Cruise Control w/Steering Wheel Controls

FOB Controls

Gauges

Integrated Roof Antenna

Power 1st Row Windows w/Driver And Passenger 1-Touch Up/Down

Power Door Locks w/Autolock Feature

Power Rear Windows

Proximity Key For Doors And Push Button Start

Radio: 160-Watt Audio System

Radio w/Seek-Scan, Clock, Speed Compensated Volume Control, Steering Wheel Controls, Voice Activation and Radio Data System

Remote Keyless Entry w/Integrated Key Transmitter, Illuminated Entry, Illuminated Ignition Switch and Panic Button

Speed Sensitive Variable Intermittent Wipers

Trip Computer

Adaptive Cruise Control (ACC) with Low-Speed Follow

Mechanical

14.8 Gal. Fuel Tank

4-Wheel Disc Brakes w/4-Wheel ABS, Front Vented Discs, Brake Assist, Hill Hold Control and Electric Parking Brake

5.36 Axle Ratio

Electric Power-Assist Speed-Sensing Steering

Front And Rear Anti-Roll Bars

Gas-Pressurized Shock Absorbers

Multi-Link Rear Suspension w/Coil Springs

Quasi-Dual Stainless Steel Exhaust

Strut Front Suspension w/Coil Springs

135 Amp Alternator

60-Amp/Hr 600CCA Maintenance-Free Battery w/Run Down Protection

Safety And Security

ABS And Driveline Traction Control

Airbag Occupancy Sensor

Back-Up Camera

Collision Mitigation Braking System (CMBS) + Forward Collision Warning (FCW)

Collision Mitigation-Front

Curtain 1st And 2nd Row Airbags

Driver And Passenger Knee Airbag and Rear Side-Impact Airbag

Driver Monitoring-Alert

Dual Stage Driver And Passenger Front Airbags

Dual Stage Driver And Passenger Seat-Mounted Side Airbags

Headlights-Automatic Highbeams

Lane Keeping Assist System (LKAS) Lane Departure Warning

Lane Keeping Assist System (LKAS) Lane Keeping Assist

Outboard Front Lap And Shoulder Safety Belts

Perimeter Alarm

Rear Child Safety Locks

Side Impact Beams

Tire Specific Low Tire Pressure Warning

Traffic Jam Assist

Vehicle Stability Assist (VSA) Electronic Stability Control (ESC)

Restricted Driving Mode/Alerts

Technology

Smart Device Remote Engine Start



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: March 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 Fotokite US LLC for two Fotokite Sigma+ actively tethered drone systems with deployable transport cases for Gulf Coast Technology Center.

Amount of Contract:

\$98,006.00

Funding Source

General fund.

ATTACHMENTS:

1. 20260219 Fotokite Agenda PackagePOs

REVIEWERS:

Lana Pafenbach

Lana Pafenbach

AGENDA ITEM SUMMARY SHEET

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

Agenda of: 24 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 Fotokite US LLC

PURPOSE & SCOPE OF PROJECT:

To approve issuance of purchase order to Fotokite US LLC for two Fotokite Sigma+ actively tethered drone systems with deployable transport cases for Gulf Coast Technology Center.
General fund

RESOLUTION ☒

ORDINANCE ☐

OTHER ☐

AMOUNT OF CONTRACT: \$98,006.00

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: Bid exempt: Safety of persons 41-16-51(a)(15); services detection crim acitivity. 41-16-51(b)(9)

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>8217</u>	2026	(1502) GULF COAST TECHNOLOGY CENTER	TWO FOTOKITE SIGNMA+ ACTIVELY TETHERED DRONE SYSTEMS WITH DEPLOYABLE TRANSPORT CASES FOR GULF COAST TECHNOLOGY CENTER (BID EXEMPT AS PRODUCT RELATED TO SECURITY/SAFETY OF PERSONS, SERVICES TO AID IN DETECTION OF CRIMINAL ACTIVITY)	\$98,006.00	<u>(300205)</u> <u>FOTOKITE US LLC</u>

Adopted:

City Clerk

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00008217-00 FY 2026 Acct No: 1000.30.15.1502.1502.1502.0000.0000.42115. Review: Buyer: 9105fola Status: Released	Page 1
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Vendor
 FOTOKITE US LLC
 3125 STERLING CIRCLE, STE 107

Ship To
 GULF COAST TECHNOLOGY CENTER
 455 ST LOUIS ST. SUITE 2300

BOULDER, CO 80301

MOBILE, AL 36602
 REBECCA.TURK@CITYOFMOBILE.ORG

Tel#407 403 2020

Deliver To
 GULF COAST TECHNOLOGY CENTER
 455 ST LOUIS ST. SUITE 2300

MOBILE, AL 36602

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
02/18/26	300205	03/09/26			GULF COAST TECHNOLOGY CENTE

LN	Description / Account	Qty	Unit Price	Net Price
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General Notes

PLEASE SEE ATTACHED:
 QUOTE
 SOLE SOURCE LETTER
 JUSTIFICATION LETTER
 SPECIFICATION SHEET

001	55000-103_X FOTOKITE SIGMA PLUS, TRANSPORT CASE (IR 640p, GREY, 120V)	2.00 EACH	45895.00000	91790.00
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1	1000.30.15.1502.1502.1502.0000.0000.42115.			91790.00
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Ship To
 GULF COAST TECHNOLOGY CENTER
 455 ST LOUIS ST. SUITE 2300
 MOBILE, AL 36602

Deliver To
 GULF COAST TECHNOLOGY CENTER
 455 ST LOUIS ST. SUITE 2300
 MOBILE, AL 36602

002	20001-001 FOTOKITE REMOTE LIVESTREAMING WITH REMOTE CONTROL SUBSCRIPTION (CUSTOMER SUPPLIED SIM CARD) 1 YEAR	2.00 EACH	2500.00000	5000.00
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1	1000.30.15.1502.1502.1502.0000.0000.42115.			5000.00
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Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00008217-00 FY 2026 Acct No: 1000.30.15.1502.1502.1502.0000.0000.42115. Review: Buyer: 9105fo1a Status: Released	Page 2
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Vendor FOTOKITE US LLC 3125 STERLING CIRCLE, STE 107 BOULDER, CO 80301 Tel#407 403 2020	Ship To GULF COAST TECHNOLOGY CENTER 455 ST LOUIS ST. SUITE 2300 MOBILE, AL 36602 REBECCA.TURK@CITYOFMOBILE.ORG
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Deliver To
 GULF COAST TECHNOLOGY CENTER
 455 ST LOUIS ST. SUITE 2300

 MOBILE, AL 36602

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
02/18/26	300205	03/09/26			GULF COAST TECHNOLOGY CENTE

LN Description / Account	Qty	Unit Price	Net Price
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Ship To
 GULF COAST TECHNOLOGY CENTER
 455 ST LOUIS ST. SUITE 2300
 MOBILE, AL 36602

Deliver To
 GULF COAST TECHNOLOGY CENTER
 455 ST LOUIS ST. SUITE 2300
 MOBILE, AL 36602

003 50107-001_X SPARE PROPELLER KIT (FULL SET OF 6 PROPELLERS) SPARE PROPELLER KIT (FULL SET OF 6 PROPELLERS)	1.00 EACH	66.00000	66.00
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1 1000.30.15.1502.1502.1502.0000.0000.42115.			66.00
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Ship To
 GULF COAST TECHNOLOGY CENTER
 455 ST LOUIS ST. SUITE 2300
 MOBILE, AL 36602

Deliver To
 GULF COAST TECHNOLOGY CENTER
 455 ST LOUIS ST. SUITE 2300
 MOBILE, AL 36602

004 FREIGHT	1.00	575.00000	575.00
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Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00008217-00 FY 2026 Acct No: 1000.30.15.1502.1502.1502.0000.0000.42115. Review: Buyer: 9105fola Status: Released	Page 3
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Vendor FOTOKITE US LLC 3125 STERLING CIRCLE, STE 107 BOULDER, CO 80301 Tel#407 403 2020	Ship To GULF COAST TECHNOLOGY CENTER 455 ST LOUIS ST. SUITE 2300 MOBILE, AL 36602 REBECCA.TURK@CITYOFMOBILE.ORG
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Deliver To
 GULF COAST TECHNOLOGY CENTER
 455 ST LOUIS ST. SUITE 2300
 MOBILE, AL 36602

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
02/18/26	300205	03/09/26			GULF COAST TECHNOLOGY CENTE

LN	Description / Account	Qty EACH	Unit Price	Net Price
	Vendor Item Inventory Item/Loc 14009			
1	1000.30.15.1502.1502.1502.0000.0000.42115.			575.00
	Ship To GULF COAST TECHNOLOGY CENTER 455 ST LOUIS ST. SUITE 2300 MOBILE, AL 36602 Deliver To GULF COAST TECHNOLOGY CENTER 455 ST LOUIS ST. SUITE 2300 MOBILE, AL 36602			
005	FREIGHT	1.00 EACH	575.00000	575.00
	Vendor Item Inventory Item/Loc 14009			
1	1000.30.15.1502.1502.1502.0000.0000.42115.			575.00
	Ship To GULF COAST TECHNOLOGY CENTER 455 ST LOUIS ST. SUITE 2300 MOBILE, AL 36602 Deliver To GULF COAST TECHNOLOGY CENTER			

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00008217-00 FY 2026 Acct No: 1000.30.15.1502.1502.1502.0000.0000.42115. Review: Buyer: 9105fola Status: Released	Page 4
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Vendor FOTOKITE US LLC 3125 STERLING CIRCLE, STE 107 BOULDER, CO 80301 Tel#407 403 2020	Ship To GULF COAST TECHNOLOGY CENTER 455 ST LOUIS ST. SUITE 2300 MOBILE, AL 36602 REBECCA.TURK@CITYOFMOBILE.ORG
--	--

Deliver To
 GULF COAST TECHNOLOGY CENTER
 455 ST LOUIS ST. SUITE 2300

 MOBILE, AL 36602

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
02/18/26	300205	03/09/26			GULF COAST TECHNOLOGY CENTE

LN Description / Account	Qty	Unit Price	Net Price
455 ST LOUIS ST. SUITE 2300			
MOBILE, AL 36602			

Requisition Link

Requisition Total 98006.00

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

Account	Amount	Remaining Budget
1000.30.15.1502.1502.1502.0000.0000.42115.	98006.00	1712669.45
GULF COAST TECHNOLOGY CENTER SOFTWARE COSTS		

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

Activity	Date	Clerk	Comment
Approved	02/18/26	JASON SMITH	Reviewed and Approved
Approved	02/18/26	CURTIS GRAVES	Auto approved by: 910520680
Approved	02/18/26	ROBERT LASKY	Auto approved by: 91055580
Approved	02/18/26	CURTIS GRAVES	NA
Queued	02/18/26	DONALD ROSE	NA
Queued	02/18/26	SANDRA LEWIS	NA
Queued	02/18/26	STEVEN KRONINGER	NA
Queued	02/18/26	SAMANTHA COOLEY	NA
Queued	02/18/26	JAMES NEESE	NA
Queued	02/18/26	PATRICIA KENNEDY-JONES	NA
Queued	02/18/26	REBECCA CRUMPLER	NA
Queued	02/18/26	ANNE FOLEY	NA
Queued	02/18/26	JOHN PAINE	NA
Queued	02/18/26	ANNE FOLEY	NA

=====	=====
Bill To	Requisition 00008217-00 FY 2026
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	1000.30.15.1502.1502.1502.0000.0000.42115.
MOBILE, AL	Review:
36601	Buyer: 9105fola
vendorinvoices@cityofmobile.org	Status: Released
	Page 5
=====	=====

Vendor
FOTOKITE US LLC
3125 STERLING CIRCLE, STE 107

Ship To
GULF COAST TECHNOLOGY CENTER
455 ST LOUIS ST. SUITE 2300

BOULDER, CO 80301

MOBILE, AL 36602
REBECCA.TURK@CITYOFMOBILE.ORG

Tel#407 403 2020

Deliver To
GULF COAST TECHNOLOGY CENTER
455 ST LOUIS ST. SUITE 2300

MOBILE, AL 36602

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Date	Vendor	Date	Ship		
Ordered	Number	Required	Via	Terms	Department
-----	-----	-----	-----	-----	-----
02/18/26	300205	03/09/26			GULF COAST TECHNOLOGY CENTE
-----	-----	-----	-----	-----	-----

LN Description / Account	Qty	Unit Price	Net Price
Authorized By: _____		Date: _____	
Signature			



CAPITAL CONTRACT SUMMARY SHEET



AGENDA ITEM SUMMARY SHEET

Agenda of: March 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 Long Lewis Ford of the Shoals for one 2026 Ford Expedition XL SUV for Motor Pool.

Amount of Contract:

\$58,898.50

Funding Source

General fund

ATTACHMENTS:

1. 20260219 Long Agenda Package POs

REVIEWERS:

Lana Pafenbach

Lana Pafenbach

AGENDA ITEM SUMMARY SHEET

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

Agenda of: 24 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 Long Lewis Ford of the Shoals, Inc

PURPOSE & SCOPE OF PROJECT:

To approve issuance of purchase order to Long Lewis Ford of the Shoals for one 2026 Ford Expedition XL SUV for Motor Pool.
General fund

RESOLUTION ☒

ORDINANCE ☐

OTHER ☐

AMOUNT OF CONTRACT: \$58,898.50

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): _____

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 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>8100</u>	2026	(2050) FLEET MAANGEMENT-GARAGE	ONE 2026 FORD EXPEDITION XL SUV FOR MOTOR POOL (AL STATE CONTRACT)	\$58,898.50	<u>(290649) LONG LEWIS FORD OF THE SHOALS, INC</u>

Adopted:

City Clerk

Bill To MUNICIPAL GARAGE ATTN: SEAN 770 GAYLE STREET MOBILE, AL 36604 SEAN.CLARK@CITYOFMOBILE.ORG	Requisition 00008100-00 FY 2026 Acct No: 1000.40.20.2070.2070.2070.0000.0000.45040. Review: Buyer: Status: Approved
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Page 1

Vendor LONG LEWIS FORD OF THE SHOALS, INC 2800 WOODWARD AVE MUSCLE SHOALS, AL 35661 Tel#256-386-7800 Fax 256-263-4613	Ship To MUNICIPAL GARAGE ATTN: SEAN 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
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Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
02/12/26	290649				FLEET MANAGEMENT-GARAGE

LN Description / Account	Qty	Unit Price	Net Price
001 2026 FORD EXPEDITION XL 4x2 AS FOLLOWS: INCLUDES STANDARD: 3.5 ECOBOOST V6, 3.73 AXLE RATIO, ABS DISC BRAKES, 10-SPEED AUTOMATIC TRANSMISSION W/SELECTSHIFT CAP, 4-WHEEL INDEPENDANT SUSPENSION, ELECTRIC POWER STEERING, HEAVY DUTY TRAILER TOW, 226MM ENGINE RADIATOR, INTEGRATED TRAILER BRAKE CONTROLLER, TWO-SPEED AUTOMATIC 4WD (4x4 ONLY) WITH NEUTRAL TOWING CAPABILITY (INCLUDED IN 102A (SSV)) TRAILER SWAY CONTROL, BELTLINE MOLDING (POLISHED STAINLESS STEEL), BUMPERS (FRONT BODY COLOR PAINTED UPPER/REAR LOWER MOLDED IN COLOR, CONFIGURABLE DAYTIME RUNNING LAMPS, DOOR HANDLES (BODY COLOR), SINGLE EXHAUST, GRILLE (CARBON BLACK MOLDED IN COLOR SURROUND W/EBONY PAINTED BARS), LIFTGATE FLOOD LIGHT, FORD SPLIT GATE (POWER UPPER & LOWER), PRIVACY GLASS (SECOND, THIRD, AND LIFTGATE), ROOF-RACK SIDE RAILS (BLACK), RUNNING BOARDS;PLATFORM (BLACK), SKID PLATES, 18"SPARE, 18"x8.5" DARK ALLOY PAINTED ALUMINUM, CLIMATE CONTROL, CARGO BIN,	1.00 EACH	58160.50000	58160.50

Bill To MUNICIPAL GARAGE ATTN: SEAN 770 GAYLE STREET MOBILE, AL 36604 SEAN.CLARK@CITYOFMOBILE.ORG	Requisition 00008100-00 FY 2026 Acct No: 1000.40.20.2070.2070.2070.0000.0000.45040. Review: Buyer: Status: Approved
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Page 2

Vendor LONG LEWIS FORD OF THE SHOALS, INC 2800 WOODWARD AVE MUSCLE SHOALS, AL 35661 Tel#256-386-7800 Fax 256-263-4613	Ship To MUNICIPAL GARAGE ATTN: SEAN 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
02/12/26	290649				FLEET MANAGEMENT-GARAGE

LN Description / Account	Qty	Unit Price	Net Price
BEVERAGE HOLDERS (FRONT 6, SECOND ROW 6, THIRD ROW 3), FLOOR COVERING (VINYL), POWERPOINTS (12V); FRONT ROW 1 IN CENTER STACK AND IN FRONT CENTER CONSOLE, SECOND ROW 1 IN REAR SECTION OF CONSOLE, REAR CARGO AREA 1, POWER DOOR LOCKS/WINDOWS, SAFETY CANOPY AIRBAGS, 8 PASSENGER SEATING WILL REQUIRE MAX LENGTH-SEATING FOR 5 ON REGULAR LENGTH; DARK CLOTH SEATS UPGRADE TO 2026 EXPEDITION ACTIVE PACKAGE U1H 4x2/U1J; K1H/K1J 200A; INCLUDE 1ST & 2ND ROW FLOOR LINER/NO CARPET; THIRD ROW ROW 60/40 POWERFOLD SEAT (INCLUDED); SECOND ROW 40/20/40 FOLD FLAT (INCLUDED); OXFORD WHITE IN COLOR 2025 EXPEDITIONACTIVE U1H 4X2 200A DARK GRAY CLOTH SEATS. AS PER STATE OF ALABAMA CONTRACT T-191, MA22000003123-5 AND YOUR QUOTE Additional Description Notes ----- 2026 FORD EXPEDITION XL 4x2 AS FOLLOWS: INCLUDES STANDARD: 3.5 ECOBOOST V6, 3.73 AXLE RATIO, ABS DISC BRAKES, 10-SPEED AUTOMATIC TRANSMISSION W/SELECTSHIFT CAP, 4-WHEEL INDEPENDANT SUSPENSION, ELECTRIC POWER STEERING, HEAVY DUTY TRAILER TOW, 226MM ENGINE RADIATOR, INTEGRATED TRAILER BRAKE CONTROLLER, TWO-SPEED AUTOMATIC 4WD (4x4			

Bill To MUNICIPAL GARAGE ATTN: SEAN 770 GAYLE STREET MOBILE, AL 36604 SEAN.CLARK@CITYOFMOBILE.ORG	Requisition 00008100-00 FY 2026 Acct No: 1000.40.20.2070.2070.2070.0000.0000.45040. Review: Buyer: Status: Approved
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Page 3

Vendor LONG LEWIS FORD OF THE SHOALS, INC 2800 WOODWARD AVE MUSCLE SHOALS, AL 35661 Tel#256-386-7800 Fax 256-263-4613	Ship To MUNICIPAL GARAGE ATTN: SEAN 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
02/12/26	290649				FLEET MANAGEMENT-GARAGE

LN Description / Account	Qty	Unit Price	Net Price
ONLY) WITH NEUTRAL TOWING CAPABILITY (INCLUDED IN 102A (SSV)) TRAILER SWAY CONTROL, BELTLINE MOLDING (POLISHED STAINLESS STEEL), BUMPERS (FRONT BODY COLOR PAINTED UPPER/REAR LOWER MOLDED IN COLOR, CONFIGURABLE DAYTIME RUNNING LAMPS, DOOR HANDLES (BODY COLOR), SINGLE EXHAUST, GRILLE (CARBON BLACK MOLDED IN COLOR SURROUND W/EBONY PAINTED BARS), LIFTGATE FLOOD LIGHT, FORD SPLIT GATE (POWER UPPER & LOWER), PRIVACY GLASS (SECOND, THIRD, AND LIFTGATE), ROOF-RACK SIDE RAILS (BLACK), RUNNING BOARDS;PLATFORM (BLACK), SKID PLATES, 18"SPARE, 18"x8.5" DARK ALLOY PAINTED ALUMINUM, CLIMATE CONTROL, CARGO BIN, BEVERAGE HOLDERS (FRONT 6, SECOND ROW 6, THIRD ROW 3), FLOOR COVERING (VINYL), POWERPOINTS (12V); FRONT ROW 1 IN CENTER STACK AND IN FRONT CENTER CONSOLE, SECOND ROW 1 IN REAR SECTION OF CONSOLE, REAR CARGO AREA 1, POWER DOOR LOCKS/WINDOWS, SAFETY CANOPY AIRBAGS, 8 PASSENGER SEATING WILL REQUIRE MAX LENGTH-SEATING FOR 5 ON REGULAR LENGTH; DARK CLOTH SEATS UPGRADE TO 2026 EXPEDITION ACTIVE PACKAGE U1H 4x2/U1J; K1H/K1J 200A; INCLUDE 1ST & 2ND ROW FLOOR LINER/NO CARPET; THIRD ROW ROW 60/40 POWERFOLD SEAT (INCLUDED); SECOND ROW 40/20/40 FOLD FLAT (INCLUDED); OXFORD WHITE IN COLOR			

AS REQUESTED BY MOTOR POOL

1 1000.40.20.2070.2070.2070.0000.0000.45040.	58160.50
--	----------

Ship To
MUNICIPAL GARAGE ATTN: SEAN
770 GAYLE STREET
MOBILE, AL 36604
Delivery Reference
TRAVESIA AGEE

Deliver To
MUNICIPAL GARAGE ATTN: SEAN

Bill To MUNICIPAL GARAGE ATTN: SEAN 770 GAYLE STREET MOBILE, AL 36604 SEAN.CLARK@CITYOFMOBILE.ORG	Requisition 00008100-00 FY 2026 Acct No: 1000.40.20.2070.2070.2070.0000.0000.45040. Review: Buyer: Status: Approved
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Page 4

Vendor LONG LEWIS FORD OF THE SHOALS, INC 2800 WOODWARD AVE MUSCLE SHOALS, AL 35661 Tel#256-386-7800 Fax 256-263-4613	Ship To MUNICIPAL GARAGE ATTN: SEAN 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
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Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
02/12/26	290649				FLEET MANAGEMENT-GARAGE

LN Description / Account	Qty	Unit Price	Net Price
770 GAYLE STREET MOBILE, AL 36604			

002 FREIGHT	369.00	2.00000	738.00
	EACH		

Additional Description Notes

369 MILES X 2.00 PER MILE
Vendor Item
Inventory Item/Loc 14009

1 1000.40.20.2070.2050.2070.0000.0000.45040.	738.00
--	--------

Ship To
MUNICIPAL GARAGE ATTN: SEAN
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	58898.50
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***** General Ledger Summary Section *****
Account

Amount Remaining Budget

Contract Header

Contract

Ford Fleet T191 Long Lewis Shoals

Supplier

Long-Lewis Of The Shoals Inc

Linked Solicitation

Ford Fleet T191 -Bid-

Public Comments

NA

Type

Master Agreement

Contract Code

MA220000003123

Sourcing Number

SRC0000007870

Contact Information

Contract Responsible

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

1 Record(s)

Supplier Contact

First name	Last name	Email	Phone
Christina	Croteau	christina.croteau@longlewis.net	256-710-5229
Christina	Croteau	christina.croteau@longlewis.net	256-710-5229

2 Record(s)

Contract Scope

Organizations

State of Alabama

Contract Validity

Start Date

6/14/2022

End Date

6/14/2026

Documents

- [Master_Agreement_V1.pdf](#)
- [2023 Order Bank Opening Updates.pdf](#)
- [Master_Agreement_V1 \(7\).pdf](#)
- [Updated Ford_Bid_specs T191 5-23-22.pdf](#)
- [Ford 2023 Order Bank Opening Updates.pdf](#)
- [MA220000003123_Long_Lewis_of_the_Shoals_T191_V1.pdf](#)

Items

Item Name	Product Code		UOM
Ford Escape	220000003123-1	31,289.50	Each
Ford Bronco Sport	220000003123-2	38,050.50	Each

Item Name	Product Code	UOM	
Ford Edge	220000003123-4	34,658.50	Each
Ford Expedition	220000003123-5	56,125.50	Each
Ford Transit Passenger 15 Van	220000003123-9	54,880.50	Each
Ford Transit Cargo Van	220000003123-11	44,998.50	Each
Optional Equipment	220000003123-36	0.00	USD
Vehicle Delivery	220000003123-37	0.00	USD



Department of Justice (DOJ)

Office of Community Oriented Policing Services (COPS Office)

Washington, D.C. 20531

Name and Address of Recipient:	CITY OF MOBILE 2460 GOVERNMENT ST
City, State and Zip:	MOBILE, AL 36606
Recipient UEI:	GJ22ZHM8G7M5
Project Title: FY25 COPS Hiring Program	Award Number: 15JCOPS-25-GG-00968-UHPX
Solicitation Title: FY25 COPS Hiring Program	
Federal Award Amount: \$1,875,000.00	Federal Award Date: 10/10/25
Awarding Agency:	Office of Community Oriented Policing Services
Award Type:	Initial
Funding Instrument Type:	Grant
Opportunity Category: D	
Assistance Listing: 16.068 - COPS Hiring Program	
Project Period Start Date: 10/1/25	Project Period End Date: 9/30/30
Budget Period Start Date: 10/1/25	Budget Period End Date: 9/30/30
Project Description: The FY25 COPS Hiring Program (CHP) provides funding to law enforcement agencies to hire and/or rehire additional career law enforcement officers in an effort to increase their community policing capacity and crime prevention efforts. Anticipated outcomes of CHP awards include engagement in planned community partnerships, implementation of projects to analyze and assess problems, implementation of changes to personnel and agency management in support of community policing, and increased capacity of agency to engage in community policing activities	
Award Letter October 10, 2025 Dear LAURA ANGLE, On behalf of Attorney General Pamela Bondi, it is my pleasure to inform you the Office of Community Oriented Policing Services (the COPS Office) has approved the application submitted by CITY OF MOBILE for an award under the funding opportunity entitled 2025 FY25 COPS Hiring Program. The approved award amount is \$1,875,000. Review the Award Instrument below carefully and familiarize yourself with all conditions and requirements before accepting your award. The Award Instrument includes the Award Offer (Award Information, Project Information, Financial Information, and Award Conditions) and Award Acceptance. For COPS Office and OVW funding the Award Offer also includes any Other Award Documents. Please note that award requirements include not only the conditions and limitations set forth in the Award Offer, but also compliance with assurances and certifications that relate to conduct during the period of performance for the award. These requirements encompass financial, administrative, and programmatic matters, as well as other important matters (e.g., specific restrictions on use of funds). Therefore, all key staff should receive the award conditions, the assurances and certifications, and the application as approved by the COPS Office, so that they understand the award	

Page: 1 of 17

requirements. Information on all pertinent award requirements also must be provided to any subrecipient of the award.

Should you accept the award and then fail to comply with an award requirement, DOJ will pursue appropriate remedies for non-compliance, which may include termination of the award and/or a requirement to repay award funds.

Prior to accepting the award, your Entity Administrator must assign a Financial Manager, Grant Award Administrator, and Authorized Representative(s) in the Justice Grants System (JustGrants). The Entity Administrator will need to ensure the assigned Authorized Representative(s) is current and has the legal authority to accept awards and bind the entity to the award terms and conditions. To accept the award, the Authorized Representative(s) must accept all parts of the Award Offer in the Justice Grants System (JustGrants), including by executing the required declaration and certification, within 45 days from the award date.

To access your funds, you will need to enroll in the Automated Standard Application for Payments (ASAP) system, if you haven't already completed the enrollment process in ASAP. The Entity Administrator should have already received an email from ASAP to initiate this process.

Congratulations, and we look forward to working with you.

Cory D. Randolph
COPS Acting Director

Office for Civil Rights Notice for All Recipients

The Office for Civil Rights (OCR), Office of Justice Programs (OJP), U.S. Department of Justice (DOJ) enforces federal civil rights laws and other provisions that prohibit discrimination by recipients of federal financial assistance from OJP, the Office of Community Oriented Policing Services (COPS), and the Office on Violence Against Women (OVW).

Several civil rights laws, including Title VI of the Civil Rights Act of 1964 and Section 504 of the Rehabilitation Act of 1973, require recipients of federal financial assistance (recipients) to give assurances that they will comply with those laws. Taken together, these and other civil rights laws prohibit recipients from discriminating in the provision of services and employment because of race, color, national origin, religion, disability, and sex or from discriminating in the provision of services on the bases of age.

Some recipients of DOJ financial assistance have additional obligations to comply with other applicable nondiscrimination provisions like the Omnibus Crime Control and Safe Streets Act of 1968, which prohibits discrimination on the basis of religion in addition to race, color, national origin, and sex. Recipients may also have related requirements regarding the development and implementation of equal employment opportunity programs.

OCR provides technical assistance, training, and other resources to help recipients comply with civil rights obligations. Further, OCR administratively enforces civil rights laws and nondiscrimination provisions by investigating DOJ recipients that are the subject of discrimination complaints. In addition, OCR conducts compliance reviews of DOJ recipients based on regulatory criteria. These investigations and compliance reviews permit OCR to evaluate whether DOJ recipients are providing services to the public and engaging in employment practices in a nondiscriminatory manner.

For more information about OCR, your civil rights and nondiscrimination responsibilities, how to notify your employees or beneficiaries of their civil rights protections and responsibilities and how to file a complaint, as well as technical assistance, training, and other resources, please visit www.ojp.gov/program/civil-rights-office/outreach. If you would like OCR to assist you in fulfilling your civil rights or nondiscrimination responsibilities, please contact us at askOCR@ojp.usdoj.gov or www.ojp.gov/program/civil-rights-office/about#ocr-contacts.

Award Information

This award is offered subject to the conditions or limitations set forth in the Award Information, Project Information, Financial Information, and Award Conditions.

Recipient Information

Recipient Name**UEI**

GJ22ZHM8G7M5

ORI Number

AL00201

Street 1

2460 GOVERNMENT ST

Street 2**City**

Mobile

State/U.S. Territory

Alabama

Zip/Postal Code

36606

Country

United States

County/Parish**Province****Award Details****Federal Award Date**

10/10/25

Award Type

Initial

Award Number

15JCOPS-25-GG-00968-UHPX

Supplement Number

00

Federal Award Amount

\$1,875,000.00

Funding Instrument Type

Grant

Assistance Listing**Number**

16.068

Assistance Listings Program Title

COPS Hiring Program

Statutory Authority

The Public Safety Partnership and Community Policing Act of 1994, 34 U.S.C. § 10381 et seq

[] I have read and understand the information presented in this section of the Federal Award Instrument.

Project Information

This award is offered subject to the conditions or limitations set forth in the Award Information, Project Information, Financial Information, and Award Conditions.

Solicitation Title

2025 FY25 COPS Hiring Program

Awarding Agency

COPS

Application Number

GRANT14444130

Grant Manager Name

Clara Pesiri

Phone Number

202-532-5648

E-mail Address

clara.pesiri@usdoj.gov

Project Title

FY25 COPS Hiring Program

Performance Period Start**Date**

10/01/2025

Performance Period End Date

09/30/2030

Budget Period Start Date

10/01/2025

Budget Period End Date

09/30/2030

Project Description

The FY25 COPS Hiring Program (CHP) provides funding to law enforcement agencies to hire and/or rehire additional career law enforcement officers in an effort to increase their community policing capacity and crime prevention efforts. Anticipated outcomes of CHP awards include engagement in planned community partnerships, implementation of projects to analyze and assess problems, implementation of changes to personnel and agency management in support of community policing, and increased capacity of agency to engage in community policing activities

[] I have read and understand the information presented in this section of the Federal Award Instrument.

Financial Information

This award is offered subject to the conditions or limitations set forth in the Award Information, Project Information, Financial Information, and Award Conditions.

A financial analysis of budgeted costs has been completed. All costs listed in the approved budget below were programmatically approved based on the final proposed detailed budget and budget narratives submitted by your agency to the COPS Office. Any adjustments or edits to the proposed budget are explained below.

Budget Clearance Date:

9/15/25 5:01 PM

Comments

No items

Budget Summary

Budget Category	Proposed Budget	Change	Approved Budget	Percentage
Sworn Officer Positions:	\$3,142,980	\$0	\$3,142,980	
Civilian or Non-Sworn Personnel:	\$0	\$0	\$0	
Travel:	\$0	\$0	\$0	
Equipment:	\$0	\$0	\$0	
Supplies:	\$0	\$0	\$0	

SubAwards:	\$0	\$0	\$0	
Procurement Contracts:	\$0	\$0	\$0	
Other Costs:	\$0	\$0	\$0	
Total Direct Costs:	\$3,142,980	\$0	\$3,142,980	
Indirect Costs:	\$0	\$0	\$0	
Total Project Costs:	\$3,142,980	\$0	\$3,142,980	
Federal Funds:	\$1,875,000	\$0	\$1,875,000	59.66%
Match Amount:	\$1,267,980	\$0	\$1,267,980	40.34%
Program Income:	\$0	\$0	\$0	0.00%

[] I have read and understand the information presented in this section of the Federal Award Instrument.

Award Conditions

This award is offered subject to the conditions or limitations set forth in the Award Information, Project Information, Financial Information, and Award Conditions.

Condition 1

Restrictions on Internal Confidentiality Agreements: No recipient or subrecipient under this award, or entity that receives a contract or subcontract with any funds under this award, may require any employee or contractor to sign an internal confidentiality agreement or statement that prohibits or otherwise restricts the lawful reporting of waste, fraud, or abuse to an investigative or law enforcement representative of a federal department or agency authorized to receive such information. Full-Year Continuing Appropriations and Extensions Act, 2025, Public Law 119-4; Further Consolidated Appropriations Act, 2024, Public Law 118-47, Division B, Title VII, Section 742.

Condition 2

Compliance with 8 U.S.C. § 1373: Authority to obligate or expend contingent on compliance with this condition. State or local government entity recipients of this award, and any subrecipient of this award at any tier that is an entity of a State or of a unit of local government, must comply with 8 U.S.C. §1373, which provides that such entities may not prohibit, or in any way restrict, any government entity or official from sending to, receiving from, maintaining, or exchanging information regarding citizenship or immigration status, lawful or unlawful, of any individual with components of the U.S. Department of Homeland Security or any other federal, state or local government entity. This includes any prohibitions or restrictions imposed or established by a State or local government entity or official.

Any obligations or expenditures of a recipient or subrecipient that are impermissible under this condition shall be unallowable costs for purposes of this award.

References to the Immigration and Naturalization Service in 8 U.S.C. 1373 are to be read, as a legal matter, as references to components of the U.S. Department of Homeland Security.

Condition 3

Federal Civil Rights and Nondiscrimination Laws (certification): The recipient agrees that its compliance with all applicable Federal civil rights and nondiscrimination laws is material to the government's decision to make this award and any payment thereunder, including for purposes of the False Claims Act (31 U.S.C. 3729-3730 and 3801-3812), and, by accepting this award, certifies that it does not operate any programs (including any such programs having components relating to diversity, equity, and inclusion) that violate any applicable Federal civil rights or

nondiscrimination laws.

Condition 4

Federal Laws, Presidential Memoranda, and Executive Orders: Recipients of grant funding must comply with all applicable federal laws and Presidential Memoranda and all Executive Orders by the President.

Condition 5

Award Monitoring Activities: Federal law requires that recipients receiving federal funding from the COPS Office must be monitored to ensure compliance with their award conditions and other applicable statutes and regulations. The COPS Office is also interested in tracking the progress of our programs and the advancement of community policing. Both aspects of award implementation—compliance and programmatic benefits—are part of the monitoring process coordinated by the U.S. Department of Justice. Award monitoring activities conducted by the COPS Office include site visits, enhanced office-based grant reviews, alleged noncompliance reviews, financial and programmatic reporting, and audit resolution. As a COPS Office award recipient, you agree to cooperate with and respond to any requests for information pertaining to your award. This includes all financial records, such as general accounting ledgers and all supporting documents. All information pertinent to the implementation of the award is subject to agency review throughout the life of the award, during the close-out process and for three-years after the submission of the final expenditure report. 2 C.F.R. §§ 200.334 and 200.337, and, as applicable, 34 U.S.C. § 10385(a).

Condition 6

Authorized Representative Responsibility: The recipient understands that, in accepting this award, the Authorized Representatives declare and certify, among other things, that they possess the requisite legal authority to accept the award on behalf of the recipient entity and, in so doing, accept (or adopt) all material requirements throughout the period of performance under this award. The recipient further understands, and agrees, that it will not assign anyone to the role of Authorized Representative during the period of performance under the award without first ensuring that the individual has the requisite legal authority.

Condition 7

Contract Provision: All contracts made by the award recipients under the federal award must contain the provisions required under 2 C.F.R. Part 200, Appendix II to Part 200—Contract Provisions for Non-Federal Entity Contracts Under Federal Awards. Please see appendices in the Award Owner's Manual for a full text of the contract provisions.

Condition 8

Award Owner's Manual: The recipient agrees to comply with the terms and conditions in the applicable award year COPS Office Program Award Owner's Manual; DOJ Grants Financial Guide; COPS Office statute (34 U.S.C. § 10381, et seq.) as applicable; Students, Teachers, and Officers Preventing (STOP) School Violence Act of 2018 (34 U.S.C. § 10551, et seq.) as applicable; the requirements of 2 C.F.R. Part 200 (Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards), including subsequent changes, as adopted by the U.S. Department of Justice in 2 C.F.R. § 2800.101; 48 C.F.R. Part 31 (FAR Part 31) as applicable (Contract Cost Principles and Procedures); the Cooperative Agreement as applicable; representations made in the application; and all other applicable program requirements, laws, orders, regulations, or circulars.

Failure to comply with one or more award requirements may result in remedial action including, but not limited to, withholding award funds, disallowing costs, suspending, or terminating the award, or other legal action as appropriate.

Should any provision of a condition of this award be held to be invalid or unenforceable by its terms, then that provision shall first be applied with a limited construction so as to give it the maximum effect permitted by law (to any person or circumstance) under this award. Should it be held, instead, that a condition (or a provision thereof) is of utter invalidity or unenforceability, such condition (or such provision) shall be deemed severable from this award.

Condition 9

Federal Civil Rights: The recipient and any subrecipient must comply with applicable federal civil rights and nondiscrimination statutes and regulations including: Section 601 of the Civil Rights Act of 1964 (42 U.S.C. § 2000d), as implemented in Subparts C and D of 28 C.F.R. Part 42; section 504 of the Rehabilitation Act of 1973 (29 U.S.C. § 794), as implemented in Subpart G of 28 C.F.R. Part 42; section 901 of the Education Amendments of 1972 (20 U.S.C.

§ 1681), as implemented in Subpart D of 28 C.F.R. Parts 42 and 54; section 303 of the Age Discrimination Act of 1975 (42 U.S.C. § 6102), as implemented in Subpart I of 28 C.F.R. Part 42; and section 809(c) of Title I of the Omnibus Crime Control and Safe Streets Act of 1968 (34 U.S.C. § 10228(c)), as implemented in Subpart D of 28 C.F.R. Part 42. In addition to applicable federal statutes and regulations that pertain to civil rights and nondiscrimination, the recipient and any subrecipient must comply with the requirements in 28 C.F.R. Parts 22 (Confidentiality of Identifiable Research and Statistical Information); 28 C.F.R. Part 23 (Criminal Intelligence Systems Operating Policies); 28 C.F.R. Part 38 (Partnerships with Faith-Based and Other Neighborhood Organizations); and 28 C.F.R. Part 46 (Protection of Human Subjects). For an overview of the civil rights laws and nondiscrimination requirements in connection with your award, please see <https://www.ojp.gov/program/civil-rights/overview>.

Condition 10

Duplicative Funding: The recipient understands and agrees to notify the COPS Office if it receives, from any other source, funding for the same item or service also funded under this award.

Condition 11

Prohibited conduct by recipients and subrecipients related to trafficking in persons (including reporting requirements and COPS Office authority to terminate award): The recipient and subrecipient agree to comply with the following requirements of 2 C.F.R. Part 175, Appendix A to Part 175 – Award Term:

I. Trafficking in Persons

(a) Provisions applicable to a recipient that is a private entity. (1) Under this award, the recipient, its employees, subrecipients under this award, and subrecipient's employees must not engage in:

(i) Severe forms of trafficking in persons;

(ii) The procurement of a commercial sex act during the period of time that this award or any subaward is in effect;

(iii) The use of forced labor in the performance of this award or any subaward; or

(iv) Acts that directly support or advance trafficking in persons, including the following acts:

(A) Destroying, concealing, removing, confiscating, or otherwise denying an employee access to that employee's identity or immigration documents;

(B) Failing to provide return transportation or pay for return transportation costs to an employee from a country outside the United States to the country from which the employee was recruited upon the end of employment if requested by the employee, unless:

(1) Exempted from the requirement to provide or pay for such return transportation by the Federal department or agency providing or entering into the grant or cooperative agreement; or

(2) The employee is a victim of human trafficking seeking victim services or legal redress in the country of employment or a witness in a human trafficking enforcement action;

(C) Soliciting a person for the purpose of employment, or offering employment, by means of materially false or fraudulent pretenses, representations, or promises regarding that employment;

(D) Charging recruited employees a placement or recruitment fee; or

(E) Providing or arranging housing that fails to meet the host country's housing and safety standards.

(2) The Federal agency may unilaterally terminate this award or take any remedial actions authorized by 22 U.S.C. 7104b(c), without penalty, if any private entity under this award:

(i) Is determined to have violated a prohibition in paragraph (a)(1) of this appendix; or

(ii) Has an employee that is determined to have violated a prohibition in paragraph

(a)(1) of this this appendix through conduct that is either:

(A) Associated with the performance under this award; or

(B) Imputed to the recipient or the subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 CFR part 180, "OMB Guidelines to Agencies on Government-wide Debarment and Suspension (Nonprocurement)," as implemented by DOJ at 2 C.F.R. Part 2867.

(b) Provision applicable to a recipient other than a private entity. (1) The Federal agency may unilaterally terminate this award or take any remedial actions authorized by 22 U.S.C. 7104b(c), without penalty, if a subrecipient that is a private entity under this award:

(i) Is determined to have violated a prohibition in paragraph (a)(1) of this appendix; or

(ii) Has an employee that is determined to have violated a prohibition in paragraph (a)(1) of this appendix through conduct that is either:

(A) Associated with the performance under this award; or

(B) Imputed to the subrecipient using the standards and due process for imputing the

conduct of an individual to an organization that are provided in 2 CFR part 180, "OMB Guidelines to Agencies on Government-wide Debarment and Suspension (Nonprocurement)," as implemented by 2 C.F.R. Part 2867.

(c) Provisions applicable to any recipient.

(1) The recipient must inform the Federal agency and the Inspector General of the Federal agency immediately of any information you receive from any source alleging a violation of a prohibition in paragraph (a)(1) of this appendix.

(2) The Federal agency's right to unilaterally terminate this award as described in paragraphs (a)(2) or (b)(1) of this appendix:

(i) Implements the requirements of 22 U.S.C. 78, and

(ii) Is in addition to all other remedies for noncompliance that are available to the Federal agency under this award.

(3) The recipient must include the requirements of paragraph (a)(1) of this award term in any subaward it makes to a private entity.

(4) If applicable, the recipient must also comply with the compliance plan and certification requirements in 2 CFR 175.105(b).

(d) Definitions. For purposes of this award term:

Employee means either:

(1) An individual employed by the recipient or a subrecipient who is engaged in the performance of the project or program under this award; or

(2) Another person engaged in the performance of the project or program under this award and not compensated by the recipient including, but not limited to, a volunteer or individual whose services are contributed by a third party as an in-kind contribution toward cost sharing requirements.

Private Entity means any entity, including for-profit organizations, nonprofit organizations, institutions of higher education, and hospitals. The term does not include foreign public entities, Indian Tribes, local governments, or states as defined in 2 CFR 200.1.

The terms "severe forms of trafficking in persons," "commercial sex act," "sex trafficking," "Abuse or threatened abuse of law or legal process," "coercion," "debt bondage," and "involuntary servitude" have the meanings given at section 103 of the TVPA, as amended (22 U.S.C. 7102).

Condition 12

Termination: Recipient understands and agrees that the COPS Office may terminate funding, in whole or in part, for the following reasons:

(1) When the recipient fails to comply with the terms and conditions of a Federal award.

(2) When the recipient agrees to the termination and termination conditions.

(3) When the recipient provides the COPS Office written notification requesting termination including the reasons, effective date, and the portion of the award to be terminated. The COPS Office may terminate the entire award if the remaining portion will not accomplish the purposes of the award.

(4) Pursuant to any other award terms and conditions, including, when an award no longer effectuates the program goals or agency priorities to the extent such termination is authorized by law.

2. C.F.R. § 200.340.

Condition 13

Recipient Integrity and Performance Matters: For awards over \$500,000, the recipient agrees to comply with the following requirements of 2 C.F.R. Part 200, Appendix XII to Part 200 – Award Term and Condition for Recipient Integrity and Performance Matters:

I. Reporting of Matters Related to Recipient Integrity and Performance

(a) General Reporting Requirement.

(1) If the total value of your active grants, cooperative agreements, and procurement contracts from all Federal agencies exceeds \$10,000,000 for any period of time during the period of performance of this Federal award, then you as the recipient must ensure the information available in the responsibility/qualification records through the System for Award Management (SAM.gov), about civil, criminal, or administrative proceedings described in paragraph (b) of this award term is current and complete. This is a statutory requirement under section 872 of Public Law 110–417, as amended (41 U.S.C. 2313). As required by section 3010 of Public Law 111– 212, all information posted in responsibility/qualification records in SAM.gov on or after April 15, 2011 (except past performance reviews required for Federal procurement contracts) will be publicly available.

(b) Proceedings About Which You Must Report.

(1) You must submit the required information about each proceeding that—

(i) Is in connection with the award or performance of a grant, cooperative agreement, or procurement contract from the

Federal Government;

(ii) Reached its final disposition during the most recent five-year period; and

(iii) Is one of the following—

(A) A criminal proceeding that resulted in a conviction;

(B) A civil proceeding that resulted in a finding of fault and liability and payment of a monetary fine, penalty, reimbursement, restitution, or damages of \$5,000 or more;

(C) An administrative proceeding that resulted in a finding of fault and liability and your payment of either a monetary fine or penalty of \$5,000 or more or reimbursement, restitution, or damages in excess of \$100,000; or

(D) Any other criminal, civil, or administrative proceeding if—

(1) It could have led to an outcome described in paragraph (b)(1)(iii)(A) through (C);

(2) It had a different disposition arrived at by consent or compromise with an acknowledgment of fault on your part; and

(3) The requirement in this award term to disclose information about the proceeding does not conflict with applicable laws and regulations.

(c) Reporting Procedures. Enter the required information in SAM.gov for each proceeding described in paragraph (b) of this award term. You do not need to submit the information a second time under grants and cooperative agreements that you received if you already provided the information in SAM.gov because you were required to do so under Federal procurement contracts that you were awarded.

(d) Reporting Frequency. During any period of time when you are subject to the requirement in paragraph (a) of this award term, you must report proceedings information in SAM.gov for the most recent five-year period, either to report new information about a proceeding that you have not reported previously or affirm that there is no new information to report. If you have Federal contract, grant, and cooperative agreement awards with a cumulative total value greater than \$10,000,000, you must disclose semiannually any information about the criminal, civil, and administrative proceedings.

(e) Definitions. For purposes of this award term—

Administrative proceeding means a nonjudicial process that is adjudicatory in nature to make a determination of fault or liability (for example, Securities and Exchange Commission Administrative proceedings, Civilian Board of Contract Appeals proceedings, and Armed Services Board of Contract Appeals proceedings). This includes proceedings at the Federal and State level but only in connection with the performance of a Federal contract or grant. It does not include audits, site visits, corrective plans, or inspection of deliverables.

Conviction means a judgment or conviction of a criminal offense by any court of competent jurisdiction, whether entered upon a verdict or a plea, and includes a conviction entered upon a plea of nolo contendere. Total value of currently active grants, cooperative agreements, and procurement contracts includes the value of the Federal share already received plus any anticipated Federal share under those awards (such as continuation funding).

Condition 14

Reporting Subawards and Executive Compensation: The recipient agrees to comply with the following requirements of 2 C.F.R. Part 170, Appendix A to Part 170 – Award Term:

I. Reporting Subawards and Executive Compensation

(a) Reporting of first-tier subawards—(1) Applicability. Unless the recipient is exempt as provided in paragraph (d) of this award term, the recipient must report each subaward that equals or exceeds \$30,000 in Federal funds for a subaward to an entity or Federal agency. The recipient must also report a subaward if a modification increases the Federal funding to an amount that equals or exceeds \$30,000. All reported subawards should reflect the total amount of the subaward.

(2) Reporting Requirements. (i) The entity or Federal agency must report each subaward described in paragraph (a)(1) of this award term to the Federal Funding Accountability and Transparency Act Subaward Reporting System (FSRS) at <http://www.fsrs.gov>.

(ii) For subaward information, report no later than the end of the month following the month in which the subaward was issued. (For example, if the subaward was made on November 7, 2025, the subaward must be reported by no later than December 31, 2025).

(b) Reporting total compensation of recipient executives for entities—(1) Applicability. The recipient must report the total compensation for each of the recipient's five most highly compensated executives for the preceding completed fiscal year if:

(i) The total Federal funding authorized to date under this Federal award equals or exceeds \$30,000;

(ii) in the preceding fiscal year, the recipient received:

(A) 80 percent or more of the recipient's annual gross revenues from Federal procurement contracts (and subcontracts) and Federal awards (and subawards) subject to the Transparency Act; and

(B) \$25,000,000 or more in annual gross revenues from Federal procurement contracts (and subcontracts) and

Federal awards (and subawards) subject to the Transparency Act; and,
(iii) The public does not have access to information about the compensation of the executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986 after receiving this subaward. (To determine if the public has access to the compensation information, see the U.S. Security and Exchange Commission total compensation filings at <http://www.sec.gov/answers/execomp.htm>.)

(2) Reporting Requirements. The recipient must report executive total compensation described in paragraph (b)(1) of this appendix:

(i) As part of the recipient's registration profile at <https://www.sam.gov>.

(ii) No later than the month following the month in which this Federal award is made, and annually after that. (For example, if this Federal award was made on November 7, 2025, the executive total compensation must be reported by no later than December 31, 2025.)

(c) Reporting of total compensation of subrecipient executives—(1) Applicability. Unless a first-tier subrecipient is exempt as provided in paragraph (d) of this appendix, the recipient must report the executive total compensation of each of the subrecipient's five most highly compensated executives for the subrecipient's preceding completed fiscal year, if:

(i) The total Federal funding authorized to date under the subaward equals or exceeds \$30,000;

(ii) In the subrecipient's preceding fiscal year, the subrecipient received:

(A) 80 percent or more of its annual gross revenues from Federal procurement contracts

(and subcontracts) and Federal awards (and subawards) subject to the Transparency Act; and,

(B) \$25,000,000 or more in annual gross revenues from Federal procurement contracts (and subcontracts), and Federal awards (and subawards) subject to the Transparency Act; and

(iii) The public does not have access to information about the compensation of the executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986 after receiving this subaward. (To determine if the public has access to the compensation information, see

the U.S. Security and Exchange Commission total compensation filings at <http://www.sec.gov/answers/execomp.htm>.)

(2) Reporting Requirements. Subrecipients must report to the recipient their executive total compensation described in paragraph

(c)(1) of this appendix. The recipient is required to submit this information to the Federal Funding Accountability and Transparency Act Subaward Reporting System (FSRS) at <http://www.fsrs.gov> no later than the end of the month following the month in which the subaward was made. (For example, if the subaward was made on November 7, 2025, the subaward must be reported by no later than December 31, 2025).

(d) Exemptions. (1) A recipient with gross income under \$300,000 in the previous tax year is exempt from the requirements to report:

(i) Subawards, and

(ii) The total compensation of the five most highly compensated executives of any subrecipient.

(e) Definitions. For purposes of this award term:

Entity includes:

(1) Whether for profit or nonprofit:

(i) A corporation;

(ii) An association;

(iii) A partnership;

(iv) A limited liability company;

(v) A limited liability partnership;

(vi) A sole proprietorship;

(vii) Any other legal business entity;

(viii) Another grantee or contractor that is not excluded by subparagraph (2); and

(ix) Any State or locality;

(2) Does not include:

(i) An individual recipient of Federal financial assistance; or

(ii) A Federal employee.

Executive means an officer, managing partner, or any other employee holding a management position.

Subaward has the meaning given in 2 CFR 200.1.

Subrecipient has the meaning given in 2 CFR 200.1.

Total Compensation means the cash and noncash dollar value an executive earns during an entity's preceding fiscal year. This includes all items of compensation as prescribed in 17 CFR 229.402(c)(2).

Condition 15

Assurances and Certifications: The recipient acknowledges its agreement to comply with the Assurances and Certifications forms that were signed as part of its application.

Condition 16

Conflict of Interest: Recipients and subrecipients must disclose in writing to the COPS Office or pass-through entity, as applicable, any potential conflict of interest affecting the awarded federal funding in 2 C.F.R. § 200.112.

Condition 17

Debarment and Suspension: The recipient agrees not to award federal funds under this program to any party which is debarred or suspended from participation in federal assistance programs. 2 C.F.R. Part 180 (Government-wide Nonprocurement Debarment and Suspension) and 2 C.F.R. Part 2867 (DOJ Nonprocurement Debarment and Suspension).

Condition 18

Equal Employment Opportunity Plan (EEOP): Please see the Office for Civil Rights website <https://www.ojp.gov/eeop> notice for current information on the recipient's responsibilities related to the federal regulations pertaining to the development and implementation of an Equal Employment Opportunity Plan.

Condition 19

Employment Eligibility: The recipient agrees to complete and keep on file, as appropriate, the Department of Homeland Security, U.S. Citizenship and Immigration Services (USCIS) Employment Eligibility Verification Form (I-9). This form is to be used by recipients of federal funds to verify that persons are eligible to work in the United States. Immigration Reform and Control Act of 1986 (IRCA), Public Law 99-603.

Condition 20

Enhancement of Contractor Protection from Reprisal for Disclosure of Certain Information: Recipients and subrecipients agree not to discharge, demote, or otherwise discriminate against an employee as reprisal for the employee disclosing information that he or she reasonably believes is evidence of gross mismanagement of a federal contract or award, a gross waste of federal funds, an abuse of authority relating to a federal contract or award, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a Federal contract (including the competition for or negotiation of a contract) or award. Recipients and subrecipients also agree to provide to their employees in writing (in the predominant native language of the workforce) of the rights and remedies provided in 41 U.S.C. § 4712. Please see appendices in the Award Owner's Manual for a full text of the statute.

Condition 21

False Statements: False statements or claims made in connection with COPS Office awards may result in fines, imprisonment, debarment from participating in federal awards or contracts, and/or any other remedy available by law. 31 U.S.C. § 3729-3733.

Condition 22

Mandatory Disclosure: Recipients and subrecipients must timely disclose in writing to the Federal awarding agency or pass-through entity, as applicable, all federal criminal law violations involving fraud, bribery, or gratuity that may potentially affect the awarded federal funding. Recipients that receive an award over \$500,000 must also report certain civil, criminal, or administrative proceedings in SAM and are required to comply with the Term and Condition for Recipient Integrity and Performance Matters as set out in 2 C.F.R. Part 200, Appendix XII to Part 200. Failure to make required disclosures can result in any of the remedies, including suspension and debarment, described in 2 C.F.R. § 200.339. 2 C.F.R. § 200.113.

Condition 23

Reports/Performance Goals: To assist the COPS Office in monitoring and tracking the performance of your award, your agency will be responsible for submitting semi-annual programmatic performance reports that describe project activities during the reporting period and quarterly Federal Financial Reports using Standard Form 425 (SF-425). 2 C.F.R. §§ 200.328 - 200.329. The performance report is used to track your agency's progress in implementing the

award, and, as applicable, community policing strategies including gauging the effectiveness of your agency's community policing capacity. The Federal Financial Report is used to track the expenditures of the recipient's award funds on a cumulative basis throughout the life of the award.

Condition 24

System for Award Management (SAM.gov) and Universal Identifier Requirements: The recipient agrees to comply with the following requirements of 2 C.F.R. Part 25, Appendix A to Part 25 – Award Term:

I. System for Award Management (SAM.gov) and Universal Identifier Requirements

(a) Requirement for System for Award Management. (1) Unless exempt from this requirement under 2 CFR 25.110, the recipient must maintain a current and active registration in SAM.gov. The recipient's registration must always be current and active until the recipient submits all final reports required under this Federal award or receives the final payment, whichever is later. The recipient must review and update its information in SAM.gov at least annually from the date of its initial registration or any subsequent updates to ensure it is current, accurate, and complete. If applicable, this includes identifying the recipient's immediate and highest-level owner and subsidiaries and providing information about the recipient's predecessors that have received a Federal award or contract within the last three years.

(b) Requirement for Unique Entity Identifier (UEI). (1) If the recipient is authorized to make subawards under this Federal award, the recipient:

(i) Must notify potential subrecipients that no entity may receive a subaward until the entity has provided its UEI to the recipient.

(ii) Must not make a subaward to an entity unless the entity has provided its UEI to the recipient. Subrecipients are not required to complete full registration in SAM.gov to obtain a UEI.

(c) Definitions. For the purposes of this award term:

System for Award Management (SAM.gov) means the Federal repository into which a recipient must provide the information required for the conduct of business as a recipient. Additional information about registration procedures may be found in SAM.gov (currently at <https://www.sam.gov>).

Unique entity identifier means the universal identifier assigned by SAM.gov to uniquely identify an entity.

Entity is defined at 2 CFR 25.400 and includes all of the following types as defined in 2 CFR 200.1:

- (1) Non-Federal entity;
- (2) Foreign organization;
- (3) Foreign public entity;
- (4) Domestic for-profit organization; and
- (5) Federal agency.

Subaward has the meaning given in 2 CFR 200.1.

Subrecipient has the meaning given in 2 CFR 200.1.

Condition 25

Additional High-Risk Recipient Requirements: The recipient agrees to comply with any additional requirements that may be imposed during the award performance period if the awarding agency determines that the recipient is a high-risk recipient. 2 C.F.R. § 200.208.

Condition 26

Evaluations: The COPS Office may conduct monitoring or sponsor national evaluations of its award programs. The recipient agrees to cooperate with the monitors and evaluators. 34 U.S.C. § 10385(b).

Condition 27

Background Investigations: Recipients agree to ensure that each officer(s) hired with CHP funding will be subject to a background investigation, notify the COPS Office upon completion of the background investigation for each officer hired under the CHP award, and cooperate with the COPS Office and provide updates on the status of background investigations upon request. 2 C.F.R. § 200.208

If the COPS Office determines that CHP funds are being used to pay the salary and fringe benefits of an officer who has not undergone a background investigation, the COPS Office may temporarily suspend grant funds in accordance with 2 C.F.R. §200.339 until the agency can demonstrate the background investigation has been completed.

Condition 28

Retention: At the time of award application, your agency committed to retaining all sworn officer positions awarded

under the CHP award with state and/or local funds for a minimum of 12 months following the conclusion of 36 months of federal funding for each position, over and above the number of locally-funded sworn officer positions that would have existed in the absence of the award. Your agency cannot satisfy the retention requirement by using CHP-funded positions to fill locally-funded vacancies resulting from attrition. 34 U.S.C. § 10382 (c)(8).

Condition 29

Allowable Costs Condition: The funding under this project is for the payment of three years (36 months) of approved full-time entry-level salaries and fringe benefits during the five-year (60 months) period of performance. The maximum federal share is \$125,000 per officer position (unless a local match waiver is approved) for career law enforcement officer positions hired and/or rehired on or after the official award start date. Any salary and fringe benefit costs higher than entry-level that your agency pays a CHP-funded officer must be paid with local funds. Your agency is required to use CHP award funds for the specific hiring categories awarded. In accordance with 2 C.F.R. § 200.400(g), the recipient or subrecipient must not earn or keep any profit resulting from the award. Funding under this program may be used for the following categories:

- Hiring new officers, which includes filling existing officer vacancies that are no longer funded in your agency's budget;
- Rehiring officers laid off by any jurisdiction as a result of state, local, or Bureau of Indian Affairs (BIA) budget reductions; and/or
- Rehiring officers who were, at the time of award application, scheduled to be laid off (by your jurisdiction) on a specific future date as a result of state, local, or BIA budget reductions.

If your agency's local fiscal conditions have changed and your agency needs to change one or more of the funded hiring categories, your agency should request an award modification and receive prior approval before spending CHP funding under the new category. The approved budget in the award package specifies the amount of CHP funds awarded to your agency. Please note that the salary and fringe benefit costs requested in your CHP application may have been adjusted or removed. Your agency may only be reimbursed for the approved cost categories up to the amounts specified in the approved budget. Only actual allowable costs incurred during the award period will be eligible for reimbursement and drawdown. If your agency experiences any cost savings over the course of the award (for example, your award application overestimated the total entry-level officer salary and fringe benefits package), your agency may not use that excess funding to continue salary payments to the officers beyond 36 months. Any funds remaining after your agency has drawn down for the costs of approved salaries and fringe benefits incurred for each awarded position during the 36-month funding period will be deobligated during the closeout process and should not be spent by your agency.

Condition 30

Advancing Department of Justice Priority Problem Focus Areas: This condition applies to agencies that selected one of the following priority crime problem/focus areas to address in their COPS Hiring Program (CHP) application:

- Violent Crime
- Squatting and Encampment Enforcement
- Homeland and Border Security
- Nuisance and Abatement and Quality of Life
- School Based Policing

Your agency understands and agrees to the following: Your agency will implement the one specific community policing plan identified in your CHP award application?

Your agency will address its specific priority crime problem throughout the entire CHP award period?

Your agency will implement any organizational changes identified in its CHP award application;

Your agency will cooperate with any award monitoring by the COPS Office to ensure that it is initiating or enhancing its community policing efforts to address its priority crime problem, which may include your agency having to respond to additional or modified reporting requirements.

Condition 31

Supplementing, not Supplanting: State, local, and tribal government recipients must use award funds to supplement, and not supplant, state, local, or Bureau of Indian Affairs (BIA) funds that are already committed or otherwise would have been committed for award purposes (hiring, training, purchases, and/or activities) during the award period. In other words, state, local, and tribal government recipients may not use COPS Office funds to supplant (replace) state, local, or BIA funds that would have been dedicated to the COPS Office-funded item(s) in the absence of the COPS Office award. 34 U.S.C. § 10384(a).

Condition 32

Career Law Enforcement Officer: Officer hiring funds may only be used to pay entry-level salaries and fringe benefits for full-time "career law enforcement officers" for 36 months. The COPS Office's statute defines a "career law enforcement officer" as "a person hired on a permanent basis who is authorized by law or by a State or local public agency to engage in or supervise the prevention, detection, or investigation of violations of criminal laws." 34 U.S.C. §10389(1). A recipient agency may use officer hiring funds to pay the salary and benefits of recruits while in academy training to become "career law enforcement officers" if it is the standard practice of the agency to do so with locally-funded recruits. The State of Alaska, and any Indian tribe or tribal organization in that State, may also use officer hiring funds for a "village public safety officer" defined as "an individual employed as a village public safety officer under the program established by the State pursuant to Alaska Statute 18.65.670." Tribal Law and Order Act of 2010, Pub. L. 111-211, title II, § 247 (a)(2).

Condition 33

Local Match: COPS Hiring Program award recipients are required to contribute a local match of at least 25 percent towards the total cost of the approved award project, unless waived in writing by the COPS Office. The local match must be a cash match from funds not previously budgeted for law enforcement purposes and must be paid during the award period. The local match contribution must be made on an increasing basis during each year of the three-year award period, with the federal share decreasing accordingly. 34 U.S.C. § 10381(g).

Condition 34

Modifications: Occasionally, a change in an agency's fiscal or law enforcement situation necessitates a change in its COPS Office CHP award. Award modifications under CHP are evaluated on a case-by-case basis in accordance with 2 C.F.R. § 200.308(i). For federal awards in excess of the simplified acquisition threshold (currently \$250,000), any modification request involving the reallocation of funding between budget categories that exceed or are expected to exceed 10 percent (10%) of the total approved budget requires prior written approval by the COPS Office. Regardless of the federal award amount or budget modification percentage, any reallocation of funding is limited to approved budget categories. In addition, any budget modification that changes the scope of the project requires prior written approval by the COPS Office. In addition, please be aware that the COPS Office will not approve any modification request that results in an increase of federal funds.

In addition, modification requests should be submitted to the COPS Office when an agency determines that it will need to shift officer positions awarded in one hiring category into a different hiring category and/or reduce the total number of positions awarded. For example, if an agency was awarded CHP funding for two new, additional sworn officer positions, but due to fiscal distress/constraints the agency needs to change the hiring category from the new hire category to the rehire category for officers laid off or scheduled for layoff on a specific future date post-application, the agency would have to request a modification. The COPS Office will only consider a modification request after an agency makes final, approved budget and/or personnel decisions. An agency may implement the modified award following written approval from the COPS Office. Please be aware that the COPS Office will not approve any modification request that results in an increase of federal funds.

During the CHP award period, it may become necessary for an agency to modify its CHP award due to changes in an agency's fiscal or law enforcement situation. Modification requests should be submitted to the COPS Office when an agency determines that it will need to shift officer positions awarded in one hiring category into a different hiring category, reduce the total number of positions awarded, shift funds among benefit categories, and/or reduce the entry-level salary and fringe benefit amounts. For example, an agency may have been awarded CHP funding for 10 new, additional full-time sworn officer positions, but due to severe fiscal distress/constraints, the agency determines it is unable to sustain all 10 positions and must reduce its request to five full-time positions; or an agency may have been awarded CHP funding for two new, additional sworn officer positions, but due to fiscal distress/constraints the agency needs to change the hiring category from the new hire category to the rehire category for officers laid off or scheduled for layoff on a specific future date post-application. Award modifications under CHP are evaluated on a case-by-case basis. The COPS Office will only consider a modification request after an agency makes final, approved budget and/or personnel decisions. An agency may implement the modified award following written approval from the COPS Office. Please be aware that the COPS Office will not approve any modification request that results in an increase of federal funds.

Condition 35

School Resource Officer (SRO) Training Requirement: COPS Office-funded SROs are required to complete a 40-hour basic SRO training course from a list of COPS Office-approved providers. Training must be completed no later than nine months after the date shown on the award congratulatory letter or six months from the date of the SRO's hire,

whichever comes first. If a COPS Office-funded SRO leaves the recipient agency after completing the training, the recipient agrees to pay for the new SRO, who is assigned to backfill this position, to attend a 40-hour basic training course. The new SRO must complete the training no later than nine months after being placed in the school. If the officer has completed 40-hour basic training within the last 12 months prior to the award date, the condition has been fulfilled. Any longer than 12 months will require the officer to retake the course. The agency must coordinate with the training provider to secure funding to cover registration and travel expenses.

If your agency fails to comply with the SRO basic training within the specified timeframe, the COPS Office may temporarily suspend grant funds or take other remedial actions in accordance with 2 C.F.R. §200.339 until your agency complies with this requirement.

Condition 36

Extensions: Your agency may request an extension of the 60-month award performance period to receive additional time to implement your award program. Such extensions do not provide additional funding. Any request for an extension will be evaluated on a case-by-case basis. Only those recipients that can provide a reasonable justification for delays will be granted no-cost extensions. Reasonable justifications may include difficulties in filling COPS Office-funded positions, officer turnover, or other circumstances that interrupt the 36-month funding period. An extension allows your agency to compensate for such delays by providing additional time to complete the full 36 months of funding for each position awarded. 2 C.F.R. §§ 200.308(f)(10) and 200.309. Extension requests must be received prior to the end date of the award.

Condition 37

Contracts and/or MOUs with other Jurisdictions: Sworn law enforcement officer positions awarded must be used for law enforcement activities or services that benefit your agency and the population that it serves. The items funded under the CHP award cannot be utilized by other agencies unless the items benefit the population that your agency serves. Your agency may use items funded under the CHP award to assist other law enforcement agencies under a resource sharing, mutual aid, or other agreement to address multi-jurisdictional issues as described in the agreement.

Condition 38

Community Policing: Community policing activities to be initiated or enhanced by your agency and the officers funded by this award program were identified and described in your CHP award application. Your agency developed a community policing plan for the CHP award with specific reference to a crime or disorder problem and the following elements of community policing: (a) problem solving—your agency's plan to assess and respond to the problem identified; (b) community partnerships and support, including related governmental and community initiatives that complement your agency's proposed use of CHP funding; and (c) organizational transformation—how your agency will use the funds to reorient its mission to community policing or enhance its involvement in and commitment to community policing. Throughout the CHP award period, your agency is required to implement the community policing plan it set forth in the CHP award application.

The COPS Office defines community policing as a philosophy that promotes organizational strategies that support the systematic use of partnerships and problem-solving techniques to proactively address the immediate conditions that give rise to public safety issues such as crime, social disorder, and fear of crime. CHP awards through the specific officers funded (or an equal number of redeployed veteran officers) must be used to initiate or enhance community policing activities. All newly hired additional or rehired officers (or an equal number of redeployed veteran officers) funded under CHP must implement your agency's approved community policing plan, which you described in your award application.

Condition 39

Memorandum of Understanding Requirement (for School Resource Officers only)

Recipients using award funding to hire and/or deploy School Resource Officers into schools understand and agree to the following:

- Your agency must submit a signed Memorandum of Understanding (MOU) between the law enforcement agency and the school partner(s) to the COPS Office before obligating or drawing down funds under this award. The MOU must be submitted to the COPS Office within 90 days of the date shown on the award letter. If your agency fails to submit the MOU within the 90 days, the COPS Office may temporarily suspend grant funds in accordance with 2 C.F.R. §200.339 until your agency submits the MOU.
- Your agency's MOU must contain the following information?

- o The purpose of the MOU

- o Clearly defined roles and responsibilities of the school district and the law enforcement agency, focusing officers' roles on safety
- o Information sharing
- o Supervision responsibility and chain of command for the SRO
- o Signatures

Note: Please refer to the MOU Fact Sheet for a detailed explanation of the requirements under each of the bullets.

[] *I have read and understand the information presented in this section of the Federal Award Instrument.*

Award Acceptance

Declaration and Certification to the U.S. Department of Justice as to Acceptance

By checking the declaration and certification box below, I--

A. Declare to the U.S. Department of Justice (DOJ), under penalty of perjury, that I have authority to make this declaration and certification on behalf of the applicant.

B. Certify to DOJ, under penalty of perjury, on behalf of myself and the applicant, to the best of my knowledge and belief, that the following are true as of the date of this award acceptance: (1) I have conducted or there was conducted (including by applicant's legal counsel as appropriate and made available to me) a diligent review of all terms and conditions of, and all supporting materials submitted in connection with, this award, including any assurances and certifications (including anything submitted in connection therewith by a person on behalf of the applicant before, after, or at the time of the application submission and any materials that accompany this acceptance and certification); and (2) I have the legal authority to accept this award on behalf of the applicant.

C. Accept this award on behalf of the applicant.

D. Declare the following to DOJ, under penalty of perjury, on behalf of myself and the applicant: (1) I understand that, in taking (or not taking) any action pursuant to this declaration and certification, DOJ will rely upon this declaration and certification as a material representation; and (2) I understand that any materially false, fictitious, or fraudulent information or statement in this declaration and certification (or concealment or omission of a material fact as to either) may be the subject of criminal prosecution (including under 18 U.S.C. §§ 1001 and/or 1621, and/or 34 U.S.C. §§ 10271-10273), and also may subject me and the applicant to civil penalties and administrative remedies under the federal False Claims Act (including under 31 U.S.C. §§ 3729-3730 and/or §§ 3801-3812) or otherwise.

Agency Approval

Title of Approving Official

COPS Acting Director

Name of Approving Official

Cory D. Randolph

Signed Date And Time

9/29/25 5:26 AM

Authorized Representative

☐ Declaration and Certification (Law Enforcement Executive/Program Official)

Entity Acceptance

Title of Authorized Entity Official

no value

Name of Authorized Entity Official

no value

Signed Date And Time

no value

☐ Declaration and Certification (Government Executive/Financial Official)

Entity Acceptance

Title of Authorized Entity Official

Mayor

Name of Authorized Entity Official

no value

Signed Date And Time

no value

RESOLUTION

Sponsored by: Mayor Spiro N. Cheriogotis

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MOBILE, ALABAMA, that the City of Mobile is hereby authorized to expend the amount of \$1,267,980.00 as the local match requirement for the DOJFY25 COPS Hiring Program (CHP) grant that has been awarded to the City of Mobile by the U.S. Department of Justice. The City Council previously authorized the Mayor and the City Clerk, through Resolution 31-1001, adopted July 29, 2025, to apply for and accept the COPS Hiring Program grant with a local match of \$785,745.00. The grant has now been awarded and requires a local match of \$1,267,980.00 as evidenced by the Notice of Award attached hereto and made apart hereof. A copy of said Award Letter is on file in the office of the City Clerk.

ADOPTED:

City Clerk

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 SHUTTLE SERVICE**

Notice is hereby given that the City Council of Mobile, Alabama, proposes to consider the application of Favor Residential Care to operate a Shuttle 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 February 24, 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 Favor Residential Care for a Certificate of Public Convenience and Necessity to operate a Shuttle 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, Abraham Brown 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:

Abraham Brown - Favor Residential Care

Business Address: Favor Residential Care / 3310 Lacoste Rd Mobile, AL, 36618

Telephone: _____ Trade Name: _____

Business Information

A. If applicant is an individual (sole proprietor) please provide:

Birthdate: _____ SSN: _____

Residence Address: _____

Address _____ City _____ State _____ Zip code _____

Telephone Num _____ Driver's License #: _____

Residing in Mobile County: Years: 61 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 # _____)

CITY CLERK DEPARTMENT
2026 JAN 16 PM 3:51

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) _____



APPLICATION FOR CERTIFICATE OF PUBLIC CONVENIENCE AND NECESSITY

The undersigned, Sharon Brown individually or on behalf of Favor Residential Care, LLC, 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:

Sharon Brown / Favor Residential Care, LLC

Business Address:

Telephone: 61

Business Inform

A. If applicant is an individual (sole proprietor) please provide:

Birthdate: _____ N: _____

Residence Address: _____

Address _____ City _____ State _____ Zip code _____

Telephone Number _____ Driver's License #: _____

Residing in Mobile County: Years: 25 Months: _____

U.S. Citizenship: Yes X No _____

I attest, under penalty of perjury that I am:

X 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 _____ Other: (please specify) _____

Business Address: _____

(If different from ad. _____)

CITY CLERK DEPARTMENT
2026 JAN 16 PM 3:50



C. Ownership Information – List all owners, stockholders, officers, directors, partners, members, etc.

Name	Title	Address	Amount of Stock Held (if any)
Abraham Brown	CEO	3310 Lacoste Rd	
Abraham Brown - Sharon Brown	CEO		

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
N/A				

Part III. Vehicle/Carriage Information:
Class of service to be furnished: (Check only one)

Taxicab ☐ Sedan ☒ Shuttle ☒ Horse Drawn Carriage ☐ Other ☐

Location of terminal/depot or stand & stables: _____

What will be your days and hours of operation? 7 days 8-5

How many vehicles (carriages) do you intend to operate? 3
(Note: carriages are limited to a maximum of ten carriages)

Vehicle Description:

Make: Toyota
Make: _____
Make: _____

Year: 2026
Year: _____
Year: _____

Model: Grand Highlander
Model: _____
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.

Abraham Brewer
Applicant's Signature

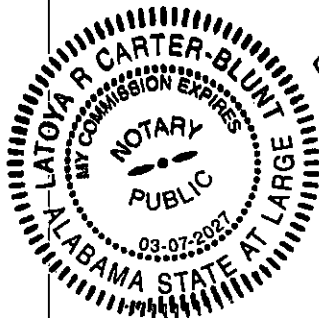
NAME OF ENTITY:

Favor Residential Care LLC

By: _____
Its _____

SWORN TO AND SUBSCRIBED BEFORE ME THIS

15th DAY OF January, 2026



Latoya R. Carter-Blunt
Notary Public



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.



Applicant's Signature

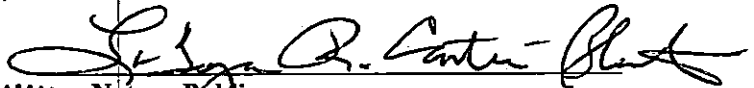
NAME OF ENTITY:

FAVOR RESIDENTIAL CARE LLC

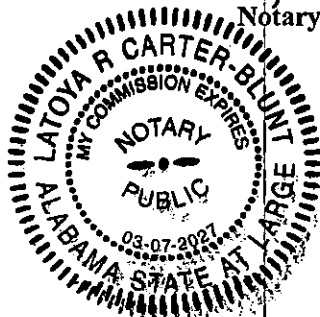
By: _____
Its _____

SWORN TO AND SUBSCRIBED BEFORE ME THIS

15th DAY OF JANUARY, 2026



Notary Public



Personal Data Report

NOT VALID WITHOUT
EMBOSSSED SEAL
OF THE MOBILE
POLICE DEPARTMENT

General Descriptors

Name: BROWN, ABRAHAM U

Address:

Nick Name:

Phone:

Race: B - BLACK/AFRICAN
AMERICAN

DOB:

Sex: M

Age: 61

Weight: 190

Eyes: BROWN

Height: 5'11"

Facial:

Hair: BLACK

Ethnic: NON HISPANIC/NON LATINO

Email1:

Email2:

Alt.
Address:

Danger
Desc:

Identifying Numbers

DL State: AL

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: Spence Adams

DATE: 1/15/26

Personal Data Report

NOT VALID WITHOUT
EMBOSSSED SEAL
OF THE MOBILE
POLICE DEPARTMENT

General Descriptors

Name: BROWN, SHARON CAMPBELL

Address:

Nick Name:

Phone:

Race: B - BLACK/AFRICAN
AMERICAN

DOB:

Sex: F

Age: 60

Weight: 160

Eyes: BROWN

Height: 5'02"

Facial:

Hair: BROWN

Ethnic: NON HISPANIC/NON LATINO

Email1:

Email2:

Alt.
Address:

Danger
Desc:

Identifying Numbers

DL State: AL

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: Savere Adams

DATE: 1/15/20

ORDINANCE NO. _____

2026

AN ORDINANCE TO AMEND CHAPTER 14, SECTION 14-3(c) OF THE MOBILE CITY CODE, TO AUTHORIZE SETTLEMENTS IN AN AMOUNT UNDER \$15,000

Sponsored by: Mayor Spiro N. Cheriogotis

BE IT ORDAINED by the City Council of the City of Mobile, Alabama, as follows:

Section 1. Amendment.

Section 14-3(c) of the Mobile City Code is hereby amended to read as follows:

Sec. 14-3. - Contract procedures.

(c) *Settlements.* No payment shall be made to settle, adjust, or compromise any litigation, claim, debt, account, dispute, demand for or against the city, unless the agreement is first reduced to writing, presented to and approved by the council, except for:

(1) Settlement of workers' compensation claims which have been approved by the mayor and the city attorney; and

(2) Settlements with a monetary value of less than **fifteen thousand dollars (\$15,000.00)** and which have been approved by the mayor and the city attorney.

All settlements, in any amount, shall be promptly filed with the city clerk.

Section 2. Effective Date.

This Ordinance shall become effective upon adoption and publication as required by law.

Adopted:

City Clerk



CAPITAL CONTRACT SUMMARY SHEET



AGENDA ITEM SUMMARY SHEET

Agenda of: March 3, 2026

Submitted by:

Gary Jackson, Deputy Director of Mun Enforcement

Sponsored by:

Purpose and Scope of Project:

Assess cost for removal of weeds, Weed Lien Group 1671

Amount of Contract:

Funding Source

ATTACHMENTS:

1. Invoices
2. 1671

REVIEWERS:

Marchetta Tait
David Daughenbaugh
Lana Pafenbach



MUNICIPAL ENFORCEMENT DEPARTMENT

MEMORANDUM

TO: Lana Pafenbach, City Clerk's Office

FROM: Gary Jackson, Deputy Director 

DATE: February 20, 2026

SUBJECT: Weed Lien Group 1671 Invoices for Council Agenda

Attached, please find invoices for completed Weed Lien Group Number(s) **1671**. Please place these on the City Council's Agenda for **March 2, 2026**.

If you have any questions, please do not hesitate to contact me. Your cooperation and assistance in this matter is greatly appreciated.

sd

Copy to: Marchetta Taite

	WEED LIEN					
	CONTRACT NUMBER				5694	
	1671				Res. No.	
10/21/2025	LOTS TO BE DECLARED				58-1357	
11/25/2025	LOTS FOR PUBLIC HEARING				58-1483	
3/2/2026	LOTS TO BE ASSESSED FOR COST				58-	
		OLD SRO		Amount	Dis	N/A
No.	Address	CASE #	CASE #	Assessed		CBO
1	2203 Rosa Dr	59710	76742	\$ 50.00	1	CBO
2	257 Rylands St	63080	76743	\$ 568.23	2	
3	304 Rylands St	67725	76744	\$ 50.00	2	CBO
4	302 Cuba St	67722	76745	\$ 50.00	2	CBO
5	1408 Grove St	66606	76746	\$ 420.00	3	
6	1458 Cloverleaf Cir N	54289	76747	\$ 50.00	2	CBO
7	1521 Orange St	51223	76748	\$ 50.00	2	CBO
8	1553 Orange St	57253	76749	\$ 601.00	2	
9	1550 Robert E Lee St	51374	76753	\$ 802.68	1	
10	1550 Stewart Ave	65377	76754	\$ 245.00	2	
11	408 Clay St	68402	76755	\$ 50.00	2	CBO
12	1364 St Madar St	69590	76756	\$ 540.00	2	
13	1805 Staples Rd	67781	76758	\$ 50.00	3	CBO
14	5958 Scottsdale Dr	51335	76761	\$ -	7	CBD
15	1009 Heustis St	65364	76762	\$ 50.00	3	CBO
16	1025 Hannon Rd	53381	73763	\$ 50.00	3	CBO
17	924 Nellie St	66847	76764	\$ 50.00	3	CBO
18	457 Stanton Rd	53276	76765	\$ 805.00	1	
19	2116 Felix St	52432	76766	\$ -	1	WL
20	1354 Menas Ave	66996	76767	\$ -	2	N/A
				\$ 4,481.91		
Numbers of lots cut						
District total for this group			Numbers of lots cut			
1	4		1	2		
2	10		2	4		
3	5		3	1		
4	0		4	0		
5	0		5	0		
6	0		6	0		
7	1		7	0		
	20			7		
*ADD Added in from other Groups			* CBD CUT BEFORE DECLARED			
*CBO Cut By Owner			* W/L WOODED LOT			
*N/A Taken out by Inspector			* DISTRICT CHANGE			

Harry Jackson 2-20-26
Marchetta Jante 2.20.26



MUNICIPAL ENFORCEMENT DEPARTMENT

Lot Cleaning Invoice

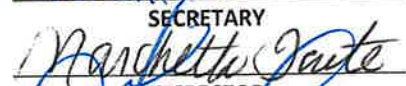
February 11, 2026

Lot Owner: **BROWN TODD**
Address: **P. O. BOX 522**
City, State, Zip: **STAPLETON, AL 36578-0522**
Group Number: **1671** Item # **1**

Lot Description: **LOT 56 CECELIA CT 2ND ADD MBK 8 P 93 & ALSO BEG AT SW COR OF LOT 56 2ND ADD TO CECELIA CT MBK 8/93 HEREIN CALLED POB TH RUN S 17 DEG 00 MIN 30 SEC E 25.0 FT TO A PT TH RUN N 73 DEG 56 MIN 30 SEC E 70 FT TO PT TH RUN N 17 DEG 00 MIN 30 SEC W 25.0 FT TO SE COR OF SD LOT 56 TH RUN S 73 DEG 56 MIN 30 SEC W ALG S/L OF SD LOT 56 70.0 FT TO POB #SEC 44 T4S R1W #MP29 02 44 0 024 (29 02 44 0 024 437.XXX) 2203 ROSA DR**

Nuisance Date: 10/21/2025 Posting Date: 11/18/2025 Hearing Date: 11/25/2025
Date lot was cut: N/A Contractor: N/A

ITEM	UNIT		PRICE/UNIT	COST
Base Rate>10,000	8,160	0	\$ 125.0000	\$ -
Standard Rate		0	\$ 0.0125	\$ -
Adminitration Fee	Each	1	\$ 50.00	\$ 50.00
Per Spare Tire		0	\$ 3.00	\$ -
Debris Removal	Cubic Yard	0	\$ 7.00	\$ -
Total Project Cost:				\$ 50.00


SECRETARY

INSPECTOR

SUPERVISOR



MUNICIPAL ENFORCEMENT DEPARTMENT

Lot Cleaning Invoice

February 11, 2026

Lot Owner: **COAXUM JARRID**
Address: **20 PALMETTO ST**
City, State, Zip: **MOBILE, AL 36603-5414**
Group Number: **1671** Item # **2**

Lot Description: **BEG AT NW COR OF CONGRESS & RYLANDS STS RUN THEN NLY ALG W/L OF RYLANDS ST 179.3 FT(D) 191 FT(S) TO PT THEN WLY AT RT ANGWS WITH RYLANDS ST 157.81 FT TO PT THEN SLY & PAR WITH RYLANDS ST 40 FT TO PT WHICH IS 120 FT FROM CONGRESS ST THEN ELY & PAR WITH CONGRESS ST 80 FT THEN SLY & PAR WITH RYLANDS ST 120 FT TO N/L OF CONGRESS ST THEN ELY 80 FT TO PL OF BEG & BEING LOTS 1 & 2 LOT 21 IN BLK 6 OF LEXINGTON HGTS DBK 70 PG 126 #SEC 25 T4S R1W #MP29 07 25 0 005 (29 07 25 0 005 015.XXX) 257 RYLANDS ST**

Nuisance Date: 10/21/2025 Posting Date: 11/18/2025 Hearing Date: 11/25/2025
Date lot was cut: 2/2/2026 Contractor: Jerry Jones

ITEM	UNIT		PRICE/UNIT	COST
Base Rate>10,000			\$ 125.0000	\$ -
Standard Rate	16,258		\$ 0.0125	\$ 203.23
Adminitration Fee	Each 1		\$ 50.00	\$ 50.00
Per Spare Tire	0		\$ 3.00	\$ -
Debris Removal	Cubic Yard 45		\$ 7.00	\$ 315.00
Total Project Cost:				\$ 568.23

Sholia Dean

SECRETARY

Marjetha J. J. J.
INSPECTOR

Jerry Jones
SUPERVISOR



MUNICIPAL ENFORCEMENT DEPARTMENT

Lot Cleaning Invoice

February 11, 2026

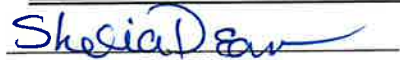
Lot Owner: **STALLWORTH DEVONYA**
Address: **2537 KOOL AVE**
City, State, Zip: **DALLAS, TX 75241-2924**
Group Number: **1671** Item # **3**

Lot Description: **LOT 3 & N 43FT LOT 4 BLK 32 CAMP GROUND TRT MBK 1/12 #SEC 40 T4S R1W #MP29 06 40 0 007 (29 06 40 0 007 047.XXX) 304 RYLANDS ST**

Nuisance Date: 10/21/2025 Posting Date: 11/18/2025 Hearing Date: 11/25/2025

Date lot was cut: N/A Contractor: N/A

ITEM	UNIT		PRICE/UNIT	COST
Base Rate>10,000	4,104	0	\$ 125.0000	\$ -
Standard Rate		0	\$ 0.0125	\$ -
Adminitration Fee	Each	1	\$ 50.00	\$ 50.00
Per Spare Tire		0	\$ 3.00	\$ -
Debris Removal	Cubic Yard	0	\$ 7.00	\$ -
Total Project Cost:				\$ 50.00


SECRETARY


INSPECTOR


SUPERVISOR



MUNICIPAL ENFORCEMENT DEPARTMENT

Lot Cleaning Invoice

February 11, 2026

Lot Owner: **STATE OF ALABAMA**
C/O CITY OF MOBILE
Address: **205 GOVERNMENT ST 5TH FLOOR**
STE 519 SOUTH TWR
City, State, Zip: **MOBILE, AL 36602**
Group Number: **1671** Item # **4**

Lot Description: **LOT 2 BLK 33 CAMP GROUND TRT ON E/S OF CUBA ST 2ND N OF ADAMS ST MBK 1 P 12**
#SEC 40 T4S R1W #MP29 06 40 0 007 (29 06 40 0 007 073.XXX) 302 CUBA ST

Nuisance Date: 10/21/2025 Posting Date: 11/18/2025 Hearing Date: 11/25/2025

Date lot was cut: N/A Contractor: N/A

ITEM	UNIT		PRICE/UNIT	COST
Base Rate>10,000	5,520	0	\$ 125.0000	\$ -
Standard Rate		0	\$ 0.0125	\$ -
Adminitration Fee	Each	1	\$ 50.00	\$ 50.00
Per Spare Tire		0	\$ 3.00	\$ -
Debris Removal	Cubic Yard	0	\$ 7.00	\$ -
Total Project Cost:				\$ 50.00



SECRETARY



INSPECTOR


SUPERVISOR



MUNICIPAL ENFORCEMENT DEPARTMENT

Lot Cleaning Invoice

February 11, 2026

Lot Owner: **JACKSON ROSALEAN P
& SHATISHA DENISE JACKSON**

Address: **1505 DELUSSER ST**

City, State, Zip: **MOBILE, AL 36603-5120**

Group Number: **1671** Item # **5**

Lot Description: **E 45 FT OF LOTS 15 & 16 BLK 6 OF MELROSE PL DBK 134 P 562 #SEC 27 T4S R1W #MP29
10 27 3 003 (29 10 27 3 003 063.XXX) 1408 GROVE ST**

Nuisance Date: 10/21/2025 Posting Date: 11/18/2025 Hearing Date: 11/25/2025

Date lot was cut: 2/2/2026 Contractor: Jerry Jones

ITEM	UNIT		PRICE/UNIT	COST
Base Rate>10,000	4,500	1	\$ 125.0000	\$ 125.00
Standard Rate		0	\$ -0.0125	\$ -
Adminitration Fee	Each	1	\$ 50.00	\$ 50.00
Per Spare Tire		0	\$ 3.00	\$ -
Debris Removal	Cubic Yard	35	\$ 7.00	\$ 245.00
Total Project Cost:				\$ 420.00


SECRETARY


INSPECTOR


SUPERVISOR



MUNICIPAL ENFORCEMENT DEPARTMENT

Lot Cleaning Invoice

February 11, 2026

Lot Owner: **WALKER EDWARD A**
Address: **P. O. BOX 501003**
City, State, Zip: **MOBILE, AL 36605-1003**
Group Number: **1671** Item # **6**

Lot Description: **LOT 43 CLOVER LEAF PARK MBK 3 P 559 #SEC 27 T4S R1W #MP29 10 27 3 002 (29 10 27 3 002 013.XXX) 1458 CLOVERLEAF CIR N**

Nuisance Date: 10/21/2025 Posting Date: 11/18/2025 Hearing Date: 11/25/2025
Date lot was cut: N/A Contractor: N/A

ITEM	UNIT		PRICE/UNIT	COST
Base Rate>10,000		0	\$ 125.0000	\$ -
Standard Rate	13,168	0	\$ 0.0125	\$ -
Adminitration Fee	Each	1	\$ 50.00	\$ 50.00
Per Spare Tire		0	\$ 3.00	\$ -
Debris Removal	Cubic Yard	0	\$ 7.00	\$ -
Total Project Cost:				\$ 50.00

Shelia Dean
SECRETARY

Marchetta Tate
INSPECTOR

[Signature]
SUPERVISOR



MUNICIPAL ENFORCEMENT DEPARTMENT

Lot Cleaning Invoice

February 11, 2026

Lot Owner: **HART DEXTER I & APRIL T BEARD**
Address: **1521 ORANGE ST**
City, State, Zip: **MOBILE, AL 36605-4844**
Group Number: **1671** Item # **7**

Lot Description: **LOT 11 IN BLK 1 IN TROPICAL PL DBK 117 P 81 #SEC 28 T4S R1W #MP29 10 28 4 005 (29 10 28 4 005 011.XXX) 1521 ORANGE ST**

Nuisance Date: 10/21/2025 Posting Date: 11/18/2025 Hearing Date: 11/25/2025
Date lot was cut: N/A Contractor: N/A

ITEM	UNIT		PRICE/UNIT	COST
Base Rate>10,000	5,103	0	\$ 125.0000	\$ -
Standard Rate		0	\$ 0.0125	\$ -
Adminitration Fee	Each	1	\$ 50.00	\$ 50.00
Per Spare Tire		0	\$ 3.00	\$ -
Debris Removal	Cubic Yard	0	\$ 7.00	\$ -
Total Project Cost:				\$ 50.00


SECRETARY


INSPECTOR


SUPERVISOR



MUNICIPAL ENFORCEMENT DEPARTMENT

Lot Cleaning Invoice

February 11, 2026

Lot Owner: **HILL ROBERT & LAURETTA L**

C/O LAWRENCE W HILL

Address: **221 GLENSHIRE DR**

City, State, Zip: **COLUMBIA, SC 29203**

Group Number: **1671** Item # **8**

Lot Description: **LOT 2 BLK 4 RICHARD SUB TROPICAL PLACE DBK 117 P 81 #SEC 28 T4S R1W #MP29 10 28 4 005 (29 10 28 4 005 014.XXX) 1553 ORANGE ST**

Nuisance Date: 10/21/2025 Posting Date: 11/18/2025 Hearing Date: 11/25/2025

Date lot was cut: 2/2/2026 Contractor: Jerry Jones

ITEM	UNIT		PRICE/UNIT	COST
Base Rate>10,000	6,250	1	\$ 125.0000	\$ 125.00
Standard Rate		0	\$ 0.0125	\$ -
Adminitration Fee	Each	1	\$ 50.00	\$ 50.00
Per Spare Tire		2	\$ 3.00	\$ 6.00
Debris Removal	Cubic Yard	60	\$ 7.00	\$ 420.00
Total Project Cost:				\$ 601.00


SECRETARY


INSPECTOR


SUPERVISOR



MUNICIPAL ENFORCEMENT DEPARTMENT

Lot Cleaning Invoice

February 11, 2026

Lot Owner: **PUGH JENNIFER D**
Address: **7551 BRANCHWOOD DR**
City, State, Zip: **MOBILE, AL 36695**
Group Number: **1671** Item # **9**

Lot Description: **LOTS 36 & 37 BLK 3 OLLINGER & STEINS SUB OF A PART OF SQR 5 MANDEVILLE TRT DBK 128 P 101 #SEC 36 T4S R1W #MP29 11 36 0 004 (29 11 36 0 004 003.XXX) 1550 ROBERT E LEE ST**

Nuisance Date: 10/21/2025 Posting Date: 11/18/2025 Hearing Date: 11/25/2025
Date lot was cut: 2/2/2026 Contractor: Jerry Jones

ITEM	UNIT		PRICE/UNIT	COST
Base Rate>10,000		0	\$ 125.0000	\$ -
Standard Rate		16,054	\$ 0.0125	\$ 200.68
Adminitration Fee	Each	1	\$ 50.00	\$ 50.00
Per Spare Tire		9	\$ 3.00	\$ 27.00
Debris Removal	Cubic Yard	75	\$ 7.00	\$ 525.00
Total Project Cost:				\$ 802.68

Shelia Dean

SECRETARY

Marquetta Jantz

INSPECTOR

Jerry Jones

SUPERVISOR



MUNICIPAL ENFORCEMENT DEPARTMENT

Lot Cleaning Invoice

February 11, 2026

Lot Owner: **THRASH THELMA B COOKE
& PAUL NATHANIEL THRASH**

Address: **2113 HIGHLAND CT**

City, State, Zip: **MOBILE, AL 36605--2315**

Group Number: **1671** Item # **10**

Lot Description: **LOTS 27 & 28 BLK 9 OLLINGER & STEIN S/D OF PART OF BLK 5 MANDERVILLE TRT DBK
128 P 101 #SEC 36 T4S R1W #MP29 11 36 0 004 (29 11 36 0 004 281.XXX) 1550
STEWART AVE**

Nuisance Date: 10/21/2025 Posting Date: 11/18/2025 Hearing Date: 11/25/2025

Date lot was cut: 2/2/2026 Contractor: Jerry Jones

ITEM	UNIT		PRICE/UNIT	COST
Base Rate>10,000	3,281	1	\$ 125.0000	\$ 125.00
Standard Rate		0	\$ 0.0125	\$ -
Adminitration Fee	Each	1	\$ 50.00	\$ 50.00
Per Spare Tire		0	\$ 3.00	\$ -
Debris Removal	Cubic Yard	10	\$ 7.00	\$ 70.00
Total Project Cost:				\$ 245.00

Shelia Dean

SECRETARY

Marchetta Dade

INSPECTOR

[Signature]

SUPERVISOR



MUNICIPAL ENFORCEMENT DEPARTMENT

Lot Cleaning Invoice

February 11, 2026

Lot Owner: **BOWEN GLOBAL ENTERPRISES LLC**
Address: **2600 CRESCENT CLUB DR**
City, State, Zip: **HIXSON, TN 37343-4517**
Group Number: **1671** Item # **11**

Lot Description: **LOTS 5 & 6 BLK 68 CAMP GROUND TRT MBK 1 P 12 #SEC 40 T4S R1W #MP29 06 40 0 004 (29 06 40 0 004 132.XXX) 408 CLAY ST**

Nuisance Date: 10/21/2025 Posting Date: 11/18/2025 Hearing Date: 11/25/2025
Date lot was cut: N/A Contractor: N/A

ITEM	UNIT		PRICE/UNIT	COST
Base Rate>10,000	5,328	0	\$ 125.0000	\$ -
Standard Rate		0	\$ 0.0125	\$ -
Adminitration Fee	Each	1	\$ 50.00	\$ 50.00
Per Spare Tire		0	\$ 3.00	\$ -
Debris Removal	Cubic Yard	0	\$ 7.00	\$ -
Total Project Cost:				\$ 50.00

Shelia Dean
SECRETARY

Marchetta Daulton
INSPECTOR

[Signature]
SUPERVISOR



MUNICIPAL ENFORCEMENT DEPARTMENT

Lot Cleaning Invoice

February 11, 2026

Lot Owner: **BROWN WILLIAM P 1/2 INT,
ERIC L BROWN 1/4 INT
& KRISTIE M BROWN 1/4 INT**

Address: **131 S OCCIDENTAL BLVD #15**

City, State, Zip: **LOS ANGELES, CA 90057**

Group Number: **1671** Item # **12**

Lot Description: **COMM AT THE N.E INT OF CEDAR AVE AND MEADOR STREET THEN RUN SOUTH ELY ALG
THE N R/W OF MEADOR ST 83 FT(S) TO THE POB TH RUN N 43.17FT TH ELY 34.5FT TH N
56 FT(S) TH ELLY 26 FT TH SLY 65 FT (S) THEN S 32FT(S) THEN NWLY 47.08 FT TO THE
POB #SEC 13 T4S R1W #MP29 06 13 0 003 (29 06 13 0 003 140.XXX) 1364 ST MEDAR ST**

Nuisance Date: 10/21/2025 Posting Date: 11/18/2025 Hearing Date: 11/25/2025

Date lot was cut: 2/2/2026 Contractor: Jerry Jones

ITEM	UNIT		PRICE/UNIT	COST
Base Rate>10,000	2,709	1	\$ 125.0000	\$ 125.00
Standard Rate		0	\$ 0.0125	\$ -
Adminitration Fee	Each	1	\$ 50.00	\$ 50.00
Per Spare Tire		5	\$ 3.00	\$ 15.00
Debris Removal	Cubic Yard	50	\$ 7.00	\$ 350.00
Total Project Cost:				\$ 540.00

Shelicia D. Row
SECRETARY
Margherita Gault
INSPECTOR
Jerry Jones
SUPERVISOR



MUNICIPAL ENFORCEMENT DEPARTMENT

Lot Cleaning Invoice

February 11, 2026

Lot Owner: **THORNTON JOHN & RICKEY N**
C/O RICKEY N THORNTON
Address: **7346 TWIN BEECH RD**
City, State, Zip: **FAIRHOPE, AL 36532-6906**
Group Number: **1671** Item # **13**

Lot Description: **COMG AT THE NW COR OF LOT 5 BLK D 1ST ADD TO DOG RIVER PARK MBK 5 PGS 50-52 SD PT BEING ON THE S/S OF STAPLES RD & THE POB OF PPTY DESC TH RUN S 200 FT TO A PT TH RUN E 100 FT TO A PT TH RUN N 200 FT TO A PT SD PT BEING ON S/S OF STAPLES RD TH RUN W ALG THE S/S OF STAPLES RD 100 FT TO THE POB #SEC 40 T5S R1W #MP32 11 40 0 001 (32 11 40 0 001 078.XXX) 1805 STAPLES RD**

Nuisance Date: 10/21/2025 Posting Date: 11/18/2025 Hearing Date: 11/25/2025
Date lot was cut: N/A Contractor: N/A

ITEM	UNIT		PRICE/UNIT	COST
Base Rate>10,000		0	\$ 125.0000	\$ -
Standard Rate	16,899	0	\$ 0.0125	\$ -
Adminitration Fee	Each	1	\$ 50.00	\$ 50.00
Per Spare Tire		0	\$ 3.00	\$ -
Debris Removal	Cubic Yard	0	\$ 7.00	\$ -
Total Project Cost:				\$ 50.00



SECRETARY



INSPECTOR



SUPERVISOR



MUNICIPAL ENFORCEMENT DEPARTMENT

Lot Cleaning Invoice

February 11, 2026

Lot Owner: **TOMPKINS ESSIE MAE W**
Address: **1009 HEUSTIS ST**
City, State, Zip: **MOBILE, AL 36605-1517**
Group Number: **1671** Item # **15**

Lot Description: **THAT CERTAIN PT OF LOT 11 TERRY SUB DBK 83 N S P 469 & MORE PARTIC DESC AS BEG AT PT ON S/S OF HEUSTIS ST 108 FT ELY FROM SE COR OF HEUSTIS & OCONNELL STS RUN TH ELY ON S/S OF HEUSTIS ST 50 FT RUN TH SLY 110 FT RUN TH WLY 48.5 FT RUN TH NLY 110 FT TO PL OF BEG GRT SEC 37 T4S R1W #SEC 37 T4S R1W #MP29 10 37 0 007 (29 10 37 0 007 295.XXX) 1009 HEUSTIS ST**

Nuisance Date: 10/21/2025 Posting Date: 11/18/2025 Hearing Date: 11/25/2025
Date lot was cut: N/A Contractor: N/A

ITEM	UNIT		PRICE/UNIT	COST
Base Rate>10,000	8,503	0	\$ 125.0000	\$ -
Standard Rate		0	\$ 0.0125	\$ -
Adminitration Fee	Each	1	\$ 50.00	\$ 50.00
Per Spare Tire		0	\$ 3.00	\$ -
Debris Removal	Cubic Yard	0	\$ 7.00	\$ -
Total Project Cost:				\$ 50.00


SECRETARY

INSPECTOR

SUPERVISOR



MUNICIPAL ENFORCEMENT DEPARTMENT

Lot Cleaning Invoice

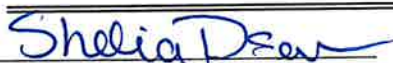
February 11, 2026

Lot Owner: **STEWART MARIAN L F/K/A**
MARIAN L RANKINS
Address: **2307 DUKES AVE**
City, State, Zip: **MOBILE, AL 36617-2537**
Group Number: **1671** Item # **16**

Lot Description: **FROM SW INT OF HANNON ROAD & OLD OR FORMER LOC OF BAY FRONT ROAD RUN S 75 DEG 34 MIN W ALG S/L OF HANNON ROAD 1747 FT TO POB OF PPTY HEREIN DESC TH S 14 DEG 26 MIN E & AT RT ANG TO HANNON ROAD RUN 329.5 FT TH S 75 DEG 34 MIN W & PAR TO HANNON ROAD 85.5 FT TH N 14 DEG 26 MIN W & AT RT ANG TO HANNON ROAD RUN 329.5 FT TO S/L OF HANNON ROAD TH N 75 DEG 34 MIN E ALG S/L OF HANNON RD 85.5 FT TO POB #SEC 40 T5S R1W #MP32 05 40 0 007 (32 05 40 0 007 076.XXX) 1025 HANNON RD**

Nuisance Date: 10/21/2025 Posting Date: 11/18/2025 Hearing Date: 11/25/2025
Date lot was cut: N/A Contractor: N/A

ITEM	UNIT		PRICE/UNIT	COST
Base Rate>10,000		0	\$ 125.0000	\$ -
Standard Rate	23,242	0	\$ 0.0125	\$ -
Adminitration Fee	Each	1	\$ 50.00	\$ 50.00
Per Spare Tire		0	\$ 3.00	\$ -
Debris Removal	Cubic Yard	0	\$ 7.00	\$ -
Total Project Cost:				\$ 50.00


SECRETARY

INSPECTOR

SUPERVISOR



MUNICIPAL ENFORCEMENT DEPARTMENT

Lot Cleaning Invoice

February 11, 2026

Lot Owner: **THAMES GUS B JR**
C/O WYNME HOLDINGS LLC
Address: **7385 ASBURY DR**
City, State, Zip: **LITHONIA, GA 30058-5902**
Group Number: **1671** Item # **17**

Lot Description: **LOT 16 & THE E 1/2 OF LOT 17 BLK 1 ARLINGTON TERRACE SUBDIV DBK 156 NS P 256**
#SEC 36 T4S R1W #MP29 11 36 0 002 (29 11 36 0 002 092.XXX) 924 NELLIE ST

Nuisance Date: 10/21/2025 Posting Date: 11/18/2025 Hearing Date: 11/25/2025
Date lot was cut: N/A Contractor: N/A

ITEM	UNIT		PRICE/UNIT	COST
Base Rate>10,000	8,753	0	\$ 125.0000	\$ -
Standard Rate		0	\$ 0.0125	\$ -
Administration Fee	Each	1	\$ 50.00	\$ 50.00
Per Spare Tire		0	\$ 3.00	\$ -
Debris Removal	Cubic Yard	0	\$ 7.00	\$ -
Total Project Cost:				\$ 50.00


SECRETARY

INSPECTOR

SUPERVISOR



MUNICIPAL ENFORCEMENT DEPARTMENT

Lot Cleaning Invoice

February 11, 2026

Lot Owner: **ATCF II AL LLC TAX SERV CUST**
Address: **P. O. BOX 69239**
City, State, Zip: **BALTIMORE, MD 21264-9239**
Group Number: **1671** Item # **18**

Lot Description: **LOT 3 BLK A CREEK HILL SUB MBK 4 P 568 #SEC 42 T4S R1W #MP29 07 42 0 003 (29 07 42 0 003 125.XXX) 457 STANTON RD**

Nuisance Date: 10/21/2025 Posting Date: 11/18/2025 Hearing Date: 11/25/2025
Date lot was cut: N/A Contractor: N/A

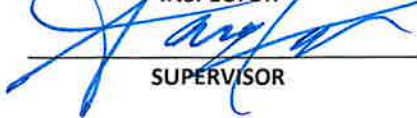
ITEM	UNIT		PRICE/UNIT	COST
Base Rate>10,000	4,061	1	\$ 125.0000	\$ 125.00
Standard Rate		0	\$ 0.0125	\$ -
Adminitration Fee	Each	1	\$ 50.00	\$ 50.00
Per Spare Tire		0	\$ 3.00	\$ -
Debris Removal	Cubic Yard	90	\$ 7.00	\$ 630.00
Total Project Cost:				\$ 805.00



SECRETARY



INSPECTOR



SUPERVISOR

RESOLUTION ASSESSING THE COST OF REMOVAL OF NOXIOUS OR DANGEROUS WEEDS IN FRONT OF OR ON CERTAIN PARCELS OF LAND IN THE CITY OF MOBILE, ALABAMA.

WHEREAS, an itemized report in writing has been made to the City Council of Mobile, showing the costs of removing noxious or dangerous weeds on or in front of the hereinafter described parcels of land, a copy of such report having first been posted on the Council Chamber door more than three days prior to the meeting at which the report was received, and the City Council having heard the report, together with any objections which may have been raised by any of the property owners liable to be assessed for the work of culling such weeds, and the City Council being of the opinion that such report in all respects be confirmed.

IT IS THEREFORE RESOLVED BY THE CITY COUNCIL OF MOBILE as follows:

Section 1. The amount set opposite each described parcel of real property contained in Exhibit "A," a copy of which is on file in the Office of the City Clerk and made a part hereof as though set forth in full and known as **Weed Lien Group 1671** shall constitute special assessments against such respective parcels of land; and each such parcel of land is hereby assessed with the amount set opposite its description; and the assessment hereby, made and confirmed shall constitute a lien on and against each such respective parcel of land for the amount of each respective assessment so made; and the report made to this body of the costs of removing the noxious or dangerous weeds on or in front of the respective parcels of land is hereby in all respects confirmed.

Section 2. It is directed that a copy of this resolution be delivered to the Tax Collector of the City of Mobile, and it shall be his duty to add the amounts of the above respective assessments to the next regular bills for ad valorem taxes levied against the said respective lots and parcels of land for municipal purposes, and such amounts shall be collected at the same time and in the same manner as ordinary municipal taxes are collected, and shall be subject to the same penalties and same procedure on foreclosure and sale as in the case of delinquency as provided for ordinary ad valorem taxes.

Adopted:

City Clerk

RESOLUTION TO DETERMINE CERTAIN EXPENDITURES
SERVE A PUBLIC PURPOSE AND APPROVE PAYMENT

Sponsored by: Councilmember Cory Penn

WHEREAS, Councilmember Penn wishes to appropriate **\$500.00 to *Taking it By Force Outreach***, from the *District 1 Discretionary Fund (10041020 42080)*; and

WHEREAS, *to **Taking it By Force Outreach***, 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 ***Taking it By Force Outreach***, will be used to *assist with the Kailyn's Kloset for College initiative*.

NOW, THEREFORE, BE IT RESOLVED that the Mobile City Council hereby finds and determines that an appropriation of **\$500.00 to *Taking it By Force Outreach***, 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 March 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 Ascendant Strategy Management Group LLC

PURPOSE & SCOPE OF PROJECT:

To approve issuance of purchase order to Ascendant Strategy Management Group LLC for one year subscription to ClearPoint capital project mangmt, scoring, and reporting software for Programs and Major Projects. CIP Consultant and Misc Expense.

RESOLUTION ☒

ORDINANCE ☐

OTHER ☐

AMOUNT OF CONTRACT: \$15,000.00

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: Price below bid requirement, bid exempt as software..

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 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>8351</u>	2026	(2045) MAJOR PROJECTS	ONE-YEAR SUBSCRIPTION TO CLEARPOINT CAPITAL PROJECT MANAGEMENT AND REPORTING SOFTWARE FOR PROGRAMS AND PROJECT MANAGEMENT (PRICE BELOW BID REQUIREMENT, BID EXEMPT AS SOFTWARE)	\$15,000.00	<u>(291803)</u> <u>ASCENDANT</u> <u>STRATEGY</u> <u>MANAGEMENT</u> <u>GROUP LLC</u>

Adopted:

City Clerk

Bill To	Requisition 00008351-00 FY 2026
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	2000.80.00.0000.0000.0000.0000.42140.
MOBILE, AL	Review:
36601	Buyer:
vendorinvoices@cityofmobile.org	Status: Released
	Page 1

Vendor	Ship To
ASCENDANT STRATEGY MANAGEMENT GROUP LLC	PROGRAMS & PROJECT MGMT
75 ARLINGTON ST	205 GOVERNMENT STREET
5TH FLR	2ND FLR S TOWER RM 229
	MOBILE, AL 36644
BOSTON, MA 02116	CHRIS.POWELL@CITYOFMOBILE.GOV
Tel#866-568-0590	
	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
02/23/26	291803	02/27/26			MAJOR PROJECTS

LN	Description / Account	Qty	Unit Price	Net Price
General Notes				
AS PER YOUR PROPOSAL DATED 2/13/2026 BY MATT SHISHKOFF				
001	ANNUAL SUBSCRIPTION FOR STRATEGIC PLANNING SOFTWARE, for the prioritization and analysis of the CIP projects	1.00	15000.00000	15000.00
	Vendor Item	EACH		
1	2000.80.00.0000.0000.0000.0000.42140.			
	E C0054 .NONCONTRCT.			15000.00

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

15000.00

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

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00008351-00 FY 2026 Acct No: 2000.80.00.0000.0000.0000.0000.42140. Review: Buyer: Status: Released
--	---

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Vendor ASCENDANT STRATEGY MANAGEMENT GROUP LLC 75 ARLINGTON ST 5TH FLR BOSTON, MA 02116 Tel#866-568-0590	Ship To PROGRAMS & PROJECT MGMT 205 GOVERNMENT STREET 2ND FLR S TOWER RM 229 MOBILE, AL 36644 CHRIS.POWELL@CITYOFMOBILE.GOV 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
02/23/26	291803	02/27/26			MAJOR PROJECTS

LN Description / Account	Qty	Unit Price	Net Price
Account		Amount	Remaining Budget
E C0054 .NONCONTRCT.		15000.00	45271.95

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

Account 2000.80.00.0000.0000.0000.0000.42140. CAPITAL IMPROVEMENTS FUND EXP MISCELLANEOUS SERVICES	Amount Remaining Budget 15000.00
--	---

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

Activity	Date	Clerk	Comment
Rejected	02/20/26	BRENDA RHODES	Not a capital expense
Approved	02/23/26	BRENDA RHODES	
Approved	02/23/26	TIFFANY HOLLINS	Auto approved by: 910511034
Approved	02/23/26	RELYA MALLORY	Auto approved by: 910511034
Queued	02/23/26	DONALD ROSE	Auto approved by: 910511034
Queued	02/23/26	SANDRA LEWIS	Auto approved by: 910511034
Queued	02/23/26	STEVEN KRONINGER	Auto approved by: 910511034
Queued	02/23/26	SAMANTHA COOLEY	Auto approved by: 910511034
Queued	02/23/26	JAMES NEESE	Auto approved by: 910511034
Queued	02/23/26	PATRICIA KENNEDY-JONES	Auto approved by: 910511034
Queued	02/23/26	REBECCA CRUMPLER	Auto approved by: 910511034
Queued	02/23/26	ANNE FOLEY	Auto approved by: 910511034
Queued	02/23/26	JOHN PAINE	Auto approved by: 910511034

Authorized By: _____ Date: _____
Signature



CAPITAL CONTRACT SUMMARY SHEET



AGENDA ITEM SUMMARY SHEET

Agenda of: March 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 A & D Cromwell Concrete & Construction LLC for storm drainage vegetation and debris removal - Center Street to Spring Hill Avenue.

Amount of Contract:

\$24,928.00

Funding Source

General fund.

ATTACHMENTS:

1. 20260220 AD Agenda Package POs

REVIEWERS:

Donald Rose

James Barber

AGENDA ITEM SUMMARY SHEET

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

Agenda of: 3 March 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 A & D Cromwell Concrete & Construction LLC

PURPOSE & SCOPE OF PROJECT:

To approve issuance of purchase order to A & D Cromwell Concrete & Construction LLC for storm
drainage vegetation and debris removal - Center Street to Spring Hill Avenue.
General fund

RESOLUTION ☒

ORDINANCE ☐

OTHER ☐

AMOUNT OF CONTRACT: \$24,928.00

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>8309</u>	2026	(2070) PUBLIC SERVICES ADMINISTRATION	STORM DRAINAGE VEGETATION AND DEBRIS REMOVAL – CENTER STREET TO SPRING HILL AVENUE (PRICE BELOW BID REQUIREMENT; VENDOR ROTATION POOL)	\$24,928.00	(297588) A & D <u>CROMWELL CONCRETE & CONSTRUCTION LLC</u>

Adopted:

City Clerk

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00008309-00 FY 2026 Acct No: 1000.40.20.2070.2096.2070.0000.0000.42155. Review: Buyer: 9105paij Status: Approved
--	---

Page 1

Vendor A & D CROMWELL CONCRETE & CONSTRUCTION 158 DOBBS AVENUE MOBILE, AL 36606 Tel#251-767-6882	Ship To PUBLIC WORKS ADMIN. 1900 HURTEL STREET BEFORE 2:30 P.M. MOBILE, AL 36605 ASHLEY.ADAMS@CITYOFMOBILE.ORG
--	---

Deliver To
 PUBLIC WORKS ADMIN.
 1900 HURTEL STREET
 BEFORE 2:30 P.M.
 MOBILE, AL 36605

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
02/19/26	297588				PUBLIC SERVICES ADMINISTRAT

LN Description / Account	Qty	Unit Price	Net Price
001 2026 STORM DRAINAGE DITCH CLEANING PROJECT #VEG-2026-2070-39 CENTER ST TO SPRING HILL AVE Additional Description Notes DISTRICT 2	1.00 EACH	24928.00000	24928.00

1 1000.40.20.2070.2096.2070.0000.0000.42155.	24928.00
--	----------

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	24928.00
-------------------	----------

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

Account	Amount	Remaining Budget
1000.40.20.2070.2096.2070.0000.0000.42155.	24928.00	4553283.53
STORMWATER EXP		
DITCH MAINTENANCE		

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00008309-00 FY 2026 Acct No: 1000.40.20.2070.2096.2070.0000.0000.42155. Review: Buyer: 9105paij Status: Approved
---	--

Page 2

Vendor A & D CROMWELL CONCRETE & CONSTRUCTION 158 DOBBS AVENUE MOBILE, AL 36606 Tel#251-767-6882	Ship To PUBLIC WORKS ADMIN. 1900 HURTEL STREET BEFORE 2:30 P.M. MOBILE, AL 36605 ASHLEY.ADAMS@CITYOFMOBILE.ORG
---	--

Deliver To
 PUBLIC WORKS ADMIN.
 1900 HURTEL STREET
 BEFORE 2:30 P.M.
 MOBILE, AL 36605

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
02/19/26	297588				PUBLIC SERVICES ADMINISTRAT

LN	Description / Account	Qty	Unit Price	Net Price
***** Approval/Conversion Info *****				
Activity	Date	Clerk	Comment	
Approved	02/20/26	MATTHEW ANDERSON	Auto approved by: 910518787	
Approved	02/20/26	SHONNDA SMITH	Auto approved by: 910518787	
Approved	02/20/26	CHERI BOUCHER		
Approved	02/20/26	DONALD ROSE	Auto approved by: 9105paij	
Approved	02/20/26	SANDRA LEWIS	Auto approved by: 9105paij	
Approved	02/20/26	STEVEN KRONINGER	Auto approved by: 9105paij	
Approved	02/20/26	SAMANTHA COOLEY	Auto approved by: 9105paij	
Approved	02/20/26	JAMES NEESE	Auto approved by: 9105paij	
Approved	02/20/26	PATRICIA KENNEDY-JONES	Auto approved by: 9105paij	
Approved	02/20/26	REBECCA CRUMPLER	Auto approved by: 9105paij	
Approved	02/20/26	ANNE FOLEY	Auto approved by: 9105paij	
Approved	02/20/26	JOHN PAINE		

Authorized By: _____ Date: _____
 Signature

Company Name	Contact	Email Address	E-Verify	Insurance	COM BL	Vendor Number
A & D Cromwell Concrete	Anthony Cromwell	anthonymcromwell768@gmail.com	1768532	received	current	297588
Butler Company	James Butler	butler.servicesLLC@yahoo.com	1722021	Received	Current	297507
Gaines Utility	Jermaine Gaines	JERMAINEGAINES@GAINESUTILITY.COM	539447	Received	Current	295242
Godwin Land Solutions	Harris Godwin	GODWINLANDSOLUTIONS@GMAIL.COM	2923693	Received	Current	300080
H F Glaude	Jordan Glaude	H.FGLAUDECONSTRUCTION@GMAIL.COM	2928917	Received	Current	296705
Hughes 360	Ernest Hughes Jr.	HUGHES360SERVICES@GMAIL.COM	952551	Received	Current	297767
JJ Qualtiy Homes, LLC	Jerry Jones	MRJ.JONES251@GMAIL.COM	2925715	Received	Current	298831
Invasive Management	Hunter Lapointe	HUNTER@INVASIVEMANAGEMENT.COM	1421905	Received	Current	294197
Major League Landscape	Brandon Stokes	MAJORLEAGUELAND@YAHOO.COM	2926332	Received	Current	300091
Prime Professional Concrete	Micheal White	HOSEA_8668@YAHOO.COM	2383108	Received	Current	299670
TAG Homes	Thomas Galloway	TAGALLOWAY99@GMAIL.COM		Received	Current	300085
Safe Haven Co. LLC	Jaleen Hosea	HAVENHOSEA34@GMAIL.COM		Received GL onl	Current	300101
Scott Alan Construction	Matthew Stokes	MATTHEW@SCOTTALANCONSTRUCTION.COM	2546741	Received	Current	299758
Secure Land & Tree Southern	Brian Allen	SECURELANDTREE@YAHOO.COM	2924224	Received	Current	300087
Realty	Rashad Kiel	SOUTHERNREALTYMGMGROUP@GMAIL.COM	1650870	Received	Current	296787
Best Price Services LLC	Anthony Richardson	RichardsonAnthony45@gmail.com				



November 12, 2025

Project: 2026 Ditch Cleaning Program

Project Location: Various Locations

City of Mobile Public Works Department

The City of Mobile Public Works Department will hold a meeting with prospective contractors regarding its 2026 Ditch Cleaning Program. Contractors interested in participating in the program must be present on Monday, November 17, 2025, at the Levon C. Manzie Neighborhood Resource Center, 110 North Lafayette Street, at 3:00 p.m. The contractor must be present for the entire pre-meeting on November 17, 2025, to be eligible to participate in the program.

For more information, please contact Mr. Jason Donovan at (251) 208-1104 or by email at Jason.donovan@cityofmobile.org.



CITY OF MOBILE

REQUEST FOR QUOTE

__ - __ - 2025

The City of Mobile will receive a Quote Proposal for the following Project:

Project Name: **[Street Name]**
2026 Storm Drainage Ditch Cleaning

Project Location: **[PROJECT LOCATION]**
Mobile, AL

Project Number: **VEG-2026-2070-00**

A Quote Proposal for the above referenced Project will be received until 11:30 a.m. on [__ - __ - 2025] in the Public Services Department, 1900 Hurtel Street, Mobile, AL 36605. Quote Proposals may be submitted in person or mailed to the address indicated below. Quote Proposals will be reviewed by the Engineering Department and Public Services Department following the time established for receipt of the Quote Proposal.

All Quote Proposals should be placed in a sealed envelope with company's name and address in the top left-hand corner. The envelope should be addressed to the following:

**City of Mobile
ATTN: Jason Donovan
Public Services Department
1900 Hurtel Street
Mobile, Alabama 36605
2026 Storm Water Drainage Ditch Cleaning - Quote Proposal
Project No.: VEG-2026-2070-00**

For questions please contact: Jason Donovan (251) 421-6689 Jason.donovan@cityofmobile.org
Travis Dunn (251) 721-2994 travis.dunn@cityofmobile.org

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RIGHT OF ENTRY AGREEMENT.....	EXHIBIT D
TRAFFIC CONTROL INFORMATION.....	EXHIBIT E
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ITEM I

DEFINITIONS

The following terms and their definitions shall apply:

AGREEMENT - Whenever the word "AGREEMENT" is used it shall be held to mean the signed documents comprising this written Request for Quote from the Contractor and executed by the City of Mobile, setting forth the obligations of the parties hereunder for the performance of the prescribed work. The Agreement includes the Definitions, Instructions to Contractors, Quote Proposal, Contract Forms and Contract Bonds, Specifications, Supplemental Specifications, Special Provisions, General and Detailed Plans, Construction Details, Articles of Agreement, 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.

ALDOT - State of Alabama Department of Transportation

CITY - City of Mobile, Alabama

CONTRACT - Whenever the word "CONTRACT" is used it shall be held to mean this "AGREEMENT" comprising this written Request for Quote from the Contractor and executed by the City of Mobile and any and all exhibits and attachments, setting forth the obligations of the parties hereunder for the performance of the prescribed work.

CONTRACTOR - An individual, corporation, partnership, or other entity submitting a Quote Proposal and selected to perform any or all construction services.

INSPECTOR - An authorized representative of the CITY, assigned to make inspections of the PROJECT.

PROJECT – 2026 Storm Drainage Ditch Cleaning (**Location**), City of Mobile Public Services
Project No: VEG-2026-2070-00. This is for mowing and removing vegetation from various types of storm drainage ditches (See Exhibit A for locations.)

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.

MUTCD - Manual on Uniform Traffic Control Devices for Streets and Highways, latest edition

WORK – All of the activities required of the Contractor to perform the requirements of this Agreement in full.

QUOTE – The total cost for the Contractor to perform all work for the referenced Project in the Quote Proposal. The Quote is a stipulated sum provided by the Contractor to provide all work in full.

QUOTE PROPOSAL – The portion of this Agreement located in Item IV, including the total cost Quote for the Project.

PUBLIC SERVICES (PS) REPRESENTATIVE – An authorized representative of the city of mobile public services Dept. Authorized by the public services project manager.

ITEM II
INSTRUCTIONS TO CONTRACTORS

The service, term, location, and lump sum cost of the work are as set out in the Request for Quote.

Examination of Documents and Site: Before submitting a Quote Proposal, the Contractor shall carefully examine this Request for Quote, visit the site of the Work, fully inform themselves as to existing conditions and limitations, and include in the Quote Proposal a sum to cover the cost of all items required to perform the work in full. **The submission of the Quote Proposal will be considered as conclusive evidence that the Contractor has made such examination.**

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.

Requests for information (RFI's) shall be submitted in writing to the Public Services Project Manager no later than three (3) business days prior to the Quote Proposal Submittal date. Responses shall be in the form of a written Addendum and issued to all Contractors. Receipt of all addenda shall be acknowledged by all Contractors in the Request for Quote package. **Failure to acknowledge Addenda may result in disqualification of the Quote Proposal.**

All papers attached hereto in the Request for Quote Package shall be returned with the Quote Proposal Sheets attached.

This IS a tax-exempt project. Quote Proposals shall EXCLUDE all applicable sales and use taxes.

A City of Mobile Business License is required. It shall be current at the time of submitting a Quote Proposal and throughout the Agreement period.

The Contractor must be registered with the City of Mobile as a vendor. Registration can be found at: **<https://mobileselfservice.tylertech.com/Vendors/Registration/Default.aspx>**

The Contractor shall submit to the City of Mobile the following documents with the project Quote Proposal:

1. The ENTIRE Quote Proposal Package
2. Certificate of Insurance along with ALL endorsements in accordance with City of Mobile Insurance Requirements as described in Item V (Example in Exhibit B)
3. Proof of enrollment in the Federal E-Verify program (Exhibit C)

4. A Company W-9 Tax Form and Vendor Information Form (if not currently on file with the City of Mobile)
5. Accounting of Sales Tax Form (Item IX)

After the Quote Package has been approved by the City, a Purchase Order (PO) will be issued to the Contractor. Under no circumstances shall any work be performed prior to the issuance of the PO. **Once the PO is received, the Contractor shall contact the Public Services Project Manager (Jason Donovan) at 251-421-6689 or Jason.donovan@cityofmobile.org as well as Travis Dunn at (251) 721-2994 or travis.dunn@cityofmobile.gov in order to confirm the construction start date in writing.**

ITEM III

PROJECT SCOPE

Contractor shall exercise caution when performing work. Proper equipment shall be utilized as to not damage improved ditch sections (concrete ditch sections, gabion basket ditches, etc.). Contractor shall be responsible for repairing damages caused to ditch sections due to contractor negligence or improper use of equipment, at no cost to the City.

If ditches are overrun by vegetation, with no clearly established channel limits, a PS Representative will define the main flow line. The Contractor shall clear the vegetation within five (5) feet on each side of the flow line.

VEGETATION REMOVAL:

Contractor is responsible for the removal of living and dead vegetation within five (5) horizontal feet beyond the top of the ditch bank (see Typical Profiles on following pages) all work shall be done inside the existing easement. Nothing outside these boundaries is to be cut or removed by the Contractor unless otherwise approved or directed by the PS Representative. If unsure of the area, Contractor shall contact the PS Representative for clarification. Overhanging vegetation above ditches shall be cleared up to at least five feet from the bottom of the ditch. Ditches that are deeper than five feet shall be cleared of overhanging vegetation to the top edge of the ditch. The grass and vegetation shall be mowed to a height of 4" to 6". The contractor is responsible for trimming around concrete head walls and should be able to do so from the top of the ditch. Where work is conducted near a Right of Way, no vegetative debris will remain in the concrete or pavement area of the Right of Way after the work is completed or as directed by the P.S. representative. In the areas where the slope of an earthen ditch bank is greater than 1:1, the vegetation will be trimmed by the contractor up to and even with the top of the bank.

FIELD DOCUMENTATION:

The following documentation will be required to be maintained by the contractor:

1. Photos of the ditches, before and after vegetation removal.
2. Document, report, and photograph all ditch damage (ex. Concrete, Gabion, Washout ...), before and after vegetation removal.

ADDITIONAL REQUIREMENTS:

Prior to the start of construction, Contractors may be required to show in writing how they will accomplish their proposed bid.

ITEM IV
QUOTE PROPOSAL

Scope of Work:

Work to be performed by Contractor under this Agreement shall consist of furnishing all labor, materials, insurance, tools, supplies and equipment necessary to provide comprehensive ditch vegetation removal services as described below.

Removal of living and dead vegetation within the ditch and five (5) horizontal feet beyond the top of the ditch bank at [DITCH LOCATION], as shown in Exhibit A. Enclosed herein, the City has estimated the general location and total linear feet (LF) of ditch segments included in this project. Actual Field Conditions may vary. Contractor will provide unit and extended unit prices on the Quote Proposal Sheets. The total price quote based on the government estimated quantities will be used to set the price for award. Contractor will be required to document materials used when invoicing the city. Contractor will be paid the lump sum total price at the completion of the project, unless otherwise agreed to due to project size and complexity. If there is any work for which no pay item is provided, the cost will be considered incidental to the Project.

Company Name (Print):

Company Address:

City: _____ **State:** _____ **Zip Code:**

Owner Name (Print):

Owner Signature: _____ **Date:**

**Please complete and return with your Request for Quote package.
Also, attach Contractor's proof of insurance, and other items as listed in Item II.**

Quote Proposal sheet

City of Mobile

Public Services
Department

Location: [Approximate ditch location]

Quote Due By: [Date]

Project No: VEG-2026-2070-00

District: #

Description: Removal of all vegetation within the ditch and five horizontal feet of the top beyond the ditch bank.

Vegetation Removal

DESCRIPTION	QTY	UNIT	UNIT PRICE	UNIT PRICE (WRITTEN IN WORDS)	TOTAL QUOTE
Removal of all vegetation within the ditch and five horizontal feet of the top beyond the ditch bank.		LF		DOLLARS CENTS	

Total quote (written in words):

Number of working days to complete: 14

ITEM V

CERTIFICATE OF CONTRACTOR'S INSURANCE

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.

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 name the City of Mobile as an additional insured***, and shall attach to this Agreement, as proof thereof and as, a certificate of insurance(s) issued by an agent licensed and qualified to do business in the State of Alabama, stating the following:

The City of Mobile, its employees, agents, and all other indemnified parties shall be named as additional insureds on a primary and non-contributory basis for General Liability (including ongoing and completed operations), Automobile Liability, and Umbrella Liability, where required by written contract. A waiver of subrogation in favor of these parties shall apply to General Liability, Automobile Liability, Umbrella Liability, and Workers' Compensation, where required by written contract. The Workers' Compensation policy shall include an Alternate Employer Endorsement and shall provide thirty (30) days' prior written notice of cancellation, where required by written contract.

- 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

If the certificate of insurance referenced in this Agreement does not evidence insurance of owned vehicles, said certificate and this sentence shall evidence the Contractor's covenant that it does not own any vehicles and that it will not purchase or obtain any vehicles during the term of this Agreement. Said certificate shall require that said insurance coverage will not be altered or terminated unless the City shall have been given written notice of such alteration or termination delivered to the City not less than thirty (30) days before the effective date of such alteration or termination.

ITEM VI
SPECIAL PROVISIONS

1. Coordinate all work with the Program Manager of the City of Mobile Public Services Department. All Work shall be scheduled to minimize the disturbance and interruption of the flow of traffic and the public.

If needed (when working in the roadway or performing any activities that will affect traffic), the Contractor shall be required to submit a plan for traffic control to the City Traffic Engineer for approval prior to beginning construction. The Traffic Control Plan must be submitted at least two full working days prior to proceeding. Contractor shall assist motorists using paddles or flagging per the Manual on Uniform Traffic Control Devices for Streets and Highways (MUTCD) guidelines. See Exhibit E for additional information.

2. For all work performed under this Agreement, the Contractor shall use only skilled laborers. Laborers shall be properly supervised.
3. The City shall not prohibit the Contractor from performing the work described herein during a normal workday. For this provision a “normal workday” is defined as any business day between the hours of 7:30 a.m. and 5:00 p.m.
4. The Contractor shall ensure that the jobsite is clear and clean of debris at the end of each workday and at the completion of the project.
5. Contractor shall obtain, at its own expense, all necessary professional licenses, permits, insurance, authorization, and assurances necessary to abide by the terms of this Agreement.
6. Payment for any work incidental to the completion of this contract, for which no item was set up, shall be considered incidental to the project.

ITEM VII
ARTICLES OF AGREEMENT

ENTIRE AGREEMENT:

1. 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.

NO AGENCY RELATIONSHIP CREATED:

2. Contractor, in the performance of its operations and obligations hereunder, shall not be deemed to be an 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 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.

ASSERTION OF RIGHTS:

3. Failure by the City to assert a right or remedy shall not be construed as a waiver of that right or remedy.

NON-FUNDING CLAUSE:

4. The City of Mobile will have the right to terminate this Agreement at no additional cost and with no penalty whatsoever by giving thirty (30) days prior written notice documenting the lack of funding. The City will use reasonable efforts to ensure appropriated funds are available.

BREACH OF AGREEMENT:

5. In the event of any breach or apparent breach by Contractor of any of its obligations under the terms of this Agreement, the City has the right to terminate the Agreement and pay only for work successfully performed. In the further event that City shall engage the services of any attorney to protect or to enforce its rights with respect to said breach or apparent breach, then and in those events, Contractor agrees to pay and to reimburse any and all reasonable attorneys' fees and expenses which City may incur with respect to City's enforcement of this Agreement; regardless of whether said attorneys' fees and costs shall be incurred in connection with any litigation or in connection merely with advice and representation provided without litigation.

TERMINATION:

6. The City or Contractor may terminate the Agreement upon thirty (30) days written notice. The City shall pay only for work executed and proven loss with respect to materials, equipment, tools and reasonable overhead. The City shall not be liable

for payment to the Contractor for lost profit or damages, as the result of its termination of the Agreement.

Notice from the City shall be mailed to the address provided by the Contractor on this form. Notice to the City shall be addressed to ATTN: Jason Donovan, Public Services Program Manager, City of Mobile Public Services Department, 1900 Hurtel Street, Mobile, AL 36605.

AUTHORITY OF INSPECTORS:

7. The CITY may appoint such inspectors, assistants, or representatives as it 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.

PAYMENT:

8. The City will pay the Contractor for actual work performed in accordance with the following:
 - Payment will be made upon the satisfactory inspection, completion, and acceptance of the work as specified and verified by written statement from the City.
 - Payment will be based upon the total lump sum quoted price for the completed project, not based on unit prices.
 - An original signed invoice shall be submitted to the Public Services Department Program Manager for review and approval. This invoice shall be marked "FINAL ESTIMATE". It shall be emailed to travis.dunn@cityofmobile.gov (251-721-2994) **AND** Jason.donovan@cityofmobile.org (251-421-6689), and a hard copy should also be mailed to:

City of Mobile
Public Services Maintenance
Attn. Jason Donovan
Program Manager
1900 Hurtel Street
Mobile, Alabama 36605

NOTICES:

9. Notice for the City shall be mailed to:

City of Mobile
Public Services Maintenance
Attn. Jason Donovan,
Program Manager
1900 Hurtel Street
Mobile, Alabama 36605

EQUAL OPPORTUNITY:

10. The City of Mobile, Alabama is an Equal Opportunity Employer and requires that all Service Contractors comply with the Equal Employment Opportunity laws and the provisions of the Project Documents in this regard.

The City of Mobile also encourages and supports the utilization of Minority Business Enterprises on this and all other publicly solicited Quote Proposals.

COMPLIANCE WITH ALABAMA IMMIGRATION LAW:

11. By signing this Agreement, 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 agrees that he/she shall comply with all the requirements of the Beason-Hammond Alabama Taxpayer and Citizen Protection Act, Act No. 2011-535, Alabama Code (1975) Section 31-13.1, et, seq., as amended by Act No. 2012-4-91. Compliance shall be evidenced by verification of enrollment in the E-Verify Program and documentation of enrollment shall be attached to this Agreement in Exhibit C and incorporated herein by reference.

BOYCOTT:

12. By signing this Quote Proposal, 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:

13. 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 this Agreement be awarded to socially and economically disadvantaged individuals and business entities.

GOVERNING LAW AND VENUE:

14. 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.

ITEM VIII
SUPPLEMENTAL SPECIFICATIONS

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 signpost 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 included in the project lump sum 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.

ITEM IX
REGULATORY REQUIREMENTS AND TAX EXEMPTIONS

A. DESCRIPTION OF REQUIREMENTS

1. This project is being quoted 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 on the Accounting of Sales Tax Form attached herein, in addition to filings and reports required by the Alabama Department of Revenue during the course of the project.
2. The Quote Proposal 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 Request for Proposal Package; 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 Documents including, in part, "Instructions to Contractors" and "Special Provisions". 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 Quote Proposal for the Work. No additional amount shall be added to the Agreement 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 Quote Proposal.

ACCOUNTING OF SALES TAX FORM

To: City of Mobile

Date:

Name of Project: [Street Name]
2026 Storm Drainage Ditch Cleaning

Project Number: VEG-2026-2070-00

SALES TAX ACCOUNTING

Pursuant to Act 2021-372, the Contractor accounts for the sales tax NOT included in the Quote Proposal form as follows:

BASE QUOTE

ESTIMATED SALES TAX AMOUNT

\$

\$

Failure to provide an accounting of sales tax shall render the Quote Proposal non-responsive. Other than determining responsiveness, sales tax accounting shall not affect the Quote pricing nor be considered in the determination of a responsible and responsive Quote.

Legal Name of Contractor _____

Mailing Address _____

*By (Legal Signature) _____

*Name (type or print) _____ (Seal)

*Title _____

Telephone Number _____

EXHIBIT A
LOCATION MAP(S) AND PHOTOS

Location Map

Location Photo	Location Photo
Location Photo	Location Photo

EXHIBIT B
CONTRACTORS INSURANCE
CERTIFICATION



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	NAIC #
INSURED	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	ADDITIONAL INSURED	INSURANCE WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE
	☐ CLAIMS-MADE ☐ OCCUR						PERMITS TO RENTED (Ea occurrence)
							MED EXP (Any one person)
							PERSONAL & ADV INJURY
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE
	☐ POLICY ☐ PROJECT ☐ LOC						PRODUCTS - COM/PROP AGG
	OTHER:						
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)
	☐ ANY AUTO						BODILY INJURY (Per person)
	☐ OWNED AUTOS ONLY	☐ SCHEDULED AUTOS					BODILY INJURY (Per accident)
	☐ HIRED AUTOS ONLY	☐ NON-OWNED AUTOS ONLY					PROPERTY DAMAGE (Per accident)
	UMBRELLA LIAB	☐ OCCUR					EACH OCCURRENCE
	EXCESS LIAB	☐ CLAIMS-MADE					AGGREGATE
	DED ☐ RETENTION \$						
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						PER STATUTE ☐ OTH-ER ☐
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	☐ Y/N	N/A				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)

INSERT 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

ACORD 25 (2016/03)

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EXHIBIT C
E-VERIFY AFFIDAVIT

STATE OF ALABAMA
COUNTY OF MOBILE

AFFIDAVIT OF VENDOR / CONTRACTOR

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

President/CEO of: _____

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 _____ for _____ 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 _____ is enrolled in the E-Verify program.
The Company ID Number in the E-Verify program is as follows:

CEO of _____

Sworn to and subscribed before me this the _____ day of _____, 20____.

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

EXHIBIT D
RIGHT OF ENTRY AGREEMENT

RIGHT OF ENTRY AGREEMENT

This Right of Entry, ("Agreement") is entered into and effective as of the ____ day of _____ 20__ , by and between the City of Mobile, Alabama, a municipal corporation organized and existing under the laws of the State of Alabama (hereinafter, "City"), and:

Property Owner(s):

Mailing Address:

Property Address (if different):

(collectively referred to as "Owner").

RECITALS

WHEREAS, Owner is the lawful owner or authorized representative of the real property located at the address stated above ("the Premises"); and

WHEREAS the City has requested access to the Premises for the limited purpose of performing or facilitating the following work or activity:

Inspection, mowing, trimming, and removal of vegetation and debris within existing storm drainage ditches and easements, including associated documentation and incidental maintenance activities; and

WHEREAS Owner is willing to grant the City temporary access to the Premises subject to the terms and conditions set forth below.

AGREEMENT

1. Right of Entry.

The Owner hereby grants the City, its officers, employees, contractors, and authorized agents the right to enter the Premises at reasonable times for the limited purpose described above, including bringing personnel, vehicles, and equipment as necessary. This right shall extend only for the duration reasonably necessary to complete the activity described and shall not create or imply any permanent interest or easement in the Premises.

The work will be done in an orderly manner, and any property disturbed by the City will be returned to a condition substantially the same as it was on the date entry was granted upon the above-described property.

2. No Compensation.

Owner acknowledges and agrees that no compensation will be provided by the City in connection with the entry, inspection, or work performed unless otherwise agreed to in writing by the parties.

3. Entire Agreement.

This Agreement represents the entire agreement between the parties regarding the matters described herein and supersedes any prior oral or written understandings. No amendment or modification shall be valid unless in writing and signed by both parties.

4. Governing Law and Venue.

This Agreement shall be governed by the laws of the State of Alabama. Any dispute shall be resolved exclusively in the state or federal courts located in Mobile County, Alabama.

5. Binding Effect.

This Agreement shall be binding upon and inure to the benefit of the parties, their heirs, legal representatives, successors, and assigns.

6. Photographic Documentation.

The City may take photographs or videos of the Premises during its access solely for documentation and public record purposes. Such materials may be retained and used by the City as needed, subject to applicable public records laws.

7. Records and Public Disclosure.

This Agreement and any records created in connection with the work may be subject to public disclosure in accordance with Alabama law, including the Alabama Open Records Act.

8. Emergency Access Carve-Out.

Nothing in this Agreement shall be construed to limit the City's right to enter the Premises without consent in cases of emergency or as otherwise authorized by law.

9. Environmental Conditions.

The City shall have no responsibility for pre-existing environmental conditions or contamination on the Premises. If environmental concerns are discovered during the work, the City may suspend activity until further evaluation is conducted.

10. Assumption of Risk.

Owner acknowledges that certain activities may pose inherent risks, including temporary disruption of access or minor damage to landscaping or surface features. Owner accepts such risks as reasonably incidental to the limited work authorized herein.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first above written.

OWNER(S):

Signature:

Signature:

Print Name:

Print Name:

Date:

Date:

WITNESSED BY:

Signature:

Signature:

Print Name:

Print Name:

Address:

Address:

Date:

Date:

CITY OF MOBILE, ALABAMA

By:

Name:

Title:

Date:

EXHIBIT E
TRAFFIC CONTROL INFORMATION

Traffic Control Information

The Contractor shall be prepared to assist motorists with flagging operations per MUTCD guidelines, as required. Be aware that if work is being performed close to the roadway, but not actually in the road, that some flagging operations may be needed. This may be the case if motorists' line of sight is blocked due to equipment and/or concrete trucks.

If any construction activities will be performed in the roadway or will affect traffic, a Traffic Control Plan must be submitted by the Contractor to Butch Ladner in the City of Mobile Traffic Engineering Department at least two full working days prior to initiating work. The Traffic Control Plan must show site specific conditions including any cross streets and driveways that are within the traffic control zone. Butch Ladner may be contacted at (251) 208-2972 for questions, assistance, or to discuss traffic control requirements.

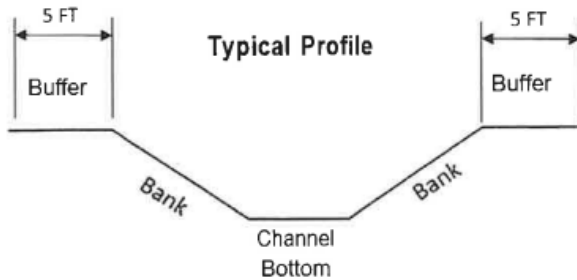
The MUTCD can be found at https://mutcd.fhwa.dot.gov/kno_2009r1r2.htm.

If you are unfamiliar with MUTCD requirements, a local traffic control contractor may be of assistance in preparing a traffic control plan or renting equipment.

EXHIBIT F
DITCH MAINTENANCE STANDARDS

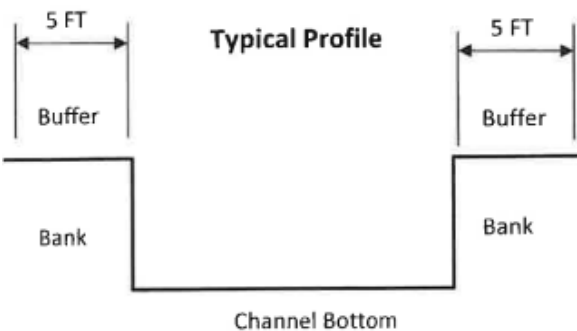
Ditch Maintenance Standards

Trapezoidal Ditch Maintenance Standards



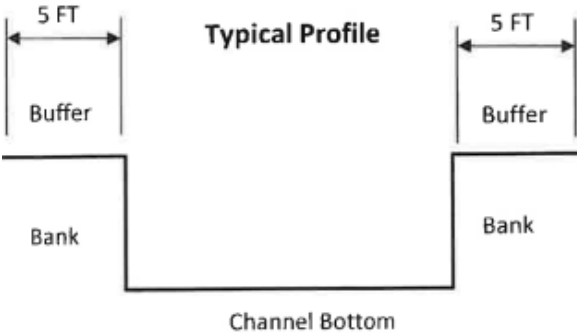
Note: This profile represents a typical concrete trapezoidal ditch. Depth, bank slope and buffer area varies.

Concrete Rectangular Ditch Maintenance Standards



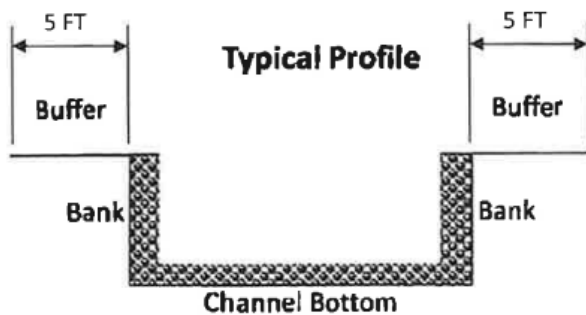
Note: This profile represents a typical rectangular concrete ditch. Depth and buffer area varies.

Concrete Rectangular Ditch Maintenance Standards



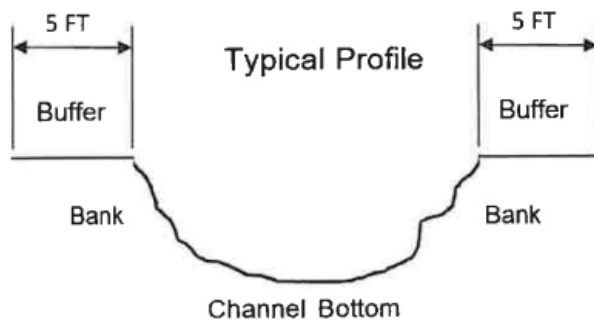
Note: This profile represents a typical rectangular concrete ditch. Depth and buffer area varies.

Gabion Ditch Maintenance Standards



Note: This profile represents a typical Gabion ditch. Depth and buffer area varies.

Earthen Ditch Maintenance Standards



Note: This profile represents a typical Earthen ditch. Depth and buffer area varies.



CAPITAL CONTRACT SUMMARY SHEET



AGENDA ITEM SUMMARY SHEET

Agenda of: March 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 Alabama Poolworks LLC for pool treatment chemicals for MPRD.

Amount of Contract:

\$20,638.62

Funding Source

General fund

ATTACHMENTS:

1. 20260219 Poolworks Agenda Package POs

REVIEWERS:

Donald Rose

James Barber

AGENDA ITEM SUMMARY SHEET

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

Agenda of: 3 March 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 Alabama Poolworks LLC

PURPOSE & SCOPE OF PROJECT:

To approve issuance of purchase order to Alabama Poolworks LLC for pool treatment chemicals for
MPRD.
General fund.

RESOLUTION ☒

ORDINANCE ☐

OTHER ☐

AMOUNT OF CONTRACT: \$20,638.62

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 6021.

How many bidders received bid packages (if applicable): 9 + web

How many bidders submitted bids (if applicable): 2

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

RESOLUTION

Sponsored by: Mayor Spiro N. Cheriogotis

BE IT RESOLVED BY THE CITY COUNCIL OF MOBILE, ALABAMA, that the Purchasing Agent is authorized to 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>5151</u>	2026	(2034) ATHLETICS	SWIMMING POOL CHEMICALS FOR MPRD (SEALED BID 6021)	\$20,638.62	<u>(290766)</u> <u>ALABAMA</u> <u>POOLWORKS LLC</u>

Adopted:

City Clerk

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00005151-00 FY 2026 Acct No: 1000.50.20.2030.2034.2005.0000.0000.44020. Review: Buyer: 910518227 Status: Approved
--	--

Page 1

Vendor
 ALABAMA POOLWORKS LLC
 19267 S GREENO RD

FAIRHOPE, AL 36532

Tel#251-929-0809
 Fax 251-928-1144

Ship To
 PARKS SAGE AVE
 48 N. SAGE AVE
 NORTH SIDE DOOR
 MOBILE, AL 36607
 DEEANN.POPPLE@CITYOFMOBILE.ORG

Delivery Reference
 DEEANN POPPLE

Deliver To
 PARKS SAGE AVE
 48 N. SAGE AVE
 NORTH SIDE DOOR
 MOBILE, AL 36607

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
12/04/25	290766				ATHLETICS

LN Description / Account	Qty	Unit Price	Net Price
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General Notes

001 AS PER MY BID 6621 AND YOUR BID RESPONSE CHLORINE TABLETS, 3" SIZE, 50 LB PAIL. VENDOR TO PROVIDE PROGUARD Vendor Item Inventory Item/Loc 13904	72.00	184.90000	13312.80
1 1000.50.20.2030.2034.2005.0000.0000.44020.			13312.80

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

002 SODIUM BICARBONATE, 50 LB BAG. VENDOR TO PROVIDE CHURCH & DWIGHT Vendor Item	55.00	35.00000	1925.00
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Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00005151-00 FY 2026 Acct No: 1000.50.20.2030.2034.2005.0000.0000.44020. Review: Buyer: 910518227 Status: Approved	Page 2
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Vendor ALABAMA POOLWORKS LLC 19267 S GREENO RD FAIRHOPE, AL 36532 Tel#251-929-0809 Fax 251-928-1144	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
12/04/25	290766				ATHLETICS

LN	Description / Account	Qty	Unit Price	Net Price
	Inventory Item/Loc 12114			
1	1000.50.20.2030.2034.2005.0000.0000.44020.			1925.00
	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			
003	TEST P.H. INDICATOR (POOL SUPPLIES) VENDOR TO PROVIDE AQUA CHEK SILVER 7-IN-1 TEST STRIPS Vendor Item Inventory Item/Loc 12129	18.00 EACH	24.49000	440.82
1	1000.50.20.2030.2034.2005.0000.0000.44020.			440.82

=====	=====
Bill To	Requisition 00005151-00 FY 2026
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	1000.50.20.2030.2034.2005.0000.0000.44020.
MOBILE, AL	Review:
36601	Buyer: 910518227
vendorinvoices@cityofmobile.org	Status: Approved
	Page 3
=====	=====

Vendor
ALABAMA POOLWORKS LLC
19267 S GREENO RD

FAIRHOPE, AL 36532

Tel#251-929-0809
Fax 251-928-1144

Ship To
PARKS SAGE AVE
48 N. SAGE AVE
NORTH SIDE DOOR
MOBILE, AL 36607
DEEANN.POPPLE@CITYOFMOBILE.ORG

Delivery Reference
DEEANN POPPLE

Deliver To
PARKS SAGE AVE
48 N. SAGE AVE
NORTH SIDE DOOR
MOBILE, AL 36607

-----	-----	-----	-----	-----	-----
Date	Vendor	Date	Ship		
Ordered	Number	Required	Via	Terms	Department
-----	-----	-----	-----	-----	-----
12/04/25	290766				ATHLETICS
-----	-----	-----	-----	-----	-----

LN Description / Account	Qty	Unit Price	Net Price
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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

004 WATER CLARIFIER, POOL AND SPA, VENDOR TO PROVIDE BIOGUARD 3 IN 1 4/ CASE Vendor Item Inventory Item/Loc 17113	40.00 GALLON	49.00000	1960.00
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1 1000.50.20.2030.2034.2005.0000.0000.44020.	1960.00
--	---------

Ship To
PARKS SAGE AVE
48 N. SAGE AVE
NORTH SIDE DOOR
MOBILE, AL 36607
Delivery Reference
DEEANN POPPLE

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00005151-00 FY 2026 Acct No: 1000.50.20.2030.2034.2005.0000.0000.44020. Review: Buyer: 910518227 Status: Approved	Page 4
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Vendor ALABAMA POOLWORKS LLC 19267 S GREENO RD FAIRHOPE, AL 36532 Tel#251-929-0809 Fax 251-928-1144	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
12/04/25	290766				ATHLETICS

LN	Description / Account	Qty	Unit Price	Net Price
	Deliver To PARKS SAGE AVE 48 N. SAGE AVE NORTH SIDE DOOR MOBILE, AL 36607			
005	ALGAECIDE, PREVENTS ALL TYPES ALGAE GROWTH, VENDOR TO PROVIDE ALGAE COMPLETE 2 LITER BOTTLE Vendor Item Inventory Item/Loc 17114	60.00 GALLON	50.00000	3000.00
1	1000.50.20.2030.2034.2005.0000.0000.44020.			3000.00
	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](#)

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00005151-00 FY 2026 Acct No: 1000.50.20.2030.2034.2005.0000.0000.44020. Review: Buyer: 910518227 Status: Approved	Page 5
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Vendor ALABAMA POOLWORKS LLC 19267 S GREENO RD FAIRHOPE, AL 36532 Tel#251-929-0809 Fax 251-928-1144	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
12/04/25	290766				ATHLETICS

LN Description / Account	Requisition Total	Qty	Unit Price	Net Price
				20638.62

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

Account	Amount	Remaining Budget
1000.50.20.2030.2034.2005.0000.0000.44020.		
	20638.62	385657.98
ATHLETICS/AQUATICS EXP	OPERATING SUPPLIES	

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

Activity	Date	Clerk	Comment
CCancelled	02/19/26	SANDRA LEWIS	GL Allocation, GL Allocation,
CCancelled	02/19/26	SANDRA LEWIS	Requisition item removed chang
CCancelled	02/19/26	SANDRA LEWIS	GL Allocation changed
Approved	12/04/25	KIM CARMODY	
Approved	12/04/25	DANIEL OTTO	Auto approved by: 910520521
Approved	12/04/25	KIM CARMODY	
Approved	12/04/25	DANIEL OTTO	Auto approved by: 910520521
Approved	02/19/26	KIM CARMODY	
Approved	02/19/26	DANIEL OTTO	Auto approved by: 910520521
Rejected	12/04/25	SANDRA LEWIS	as per your request
Approved	02/19/26	DONALD ROSE	Auto approved by: 910518227
Approved	02/19/26	SANDRA LEWIS	
Approved	02/19/26	STEVEN KRONINGER	Auto approved by: 910518227
Approved	02/19/26	SAMANTHA COOLEY	Auto approved by: 910518227
Approved	02/19/26	JAMES NEESE	Auto approved by: 910518227
Approved	02/19/26	PATRICIA KENNEDY-JONES	Auto approved by: 910518227
Approved	02/19/26	REBECCA CRUMPLER	Auto approved by: 910518227
Approved	02/19/26	ANNE FOLEY	Auto approved by: 910518227
Approved	02/19/26	JOHN PAINE	Auto approved by: 910518227

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00005151-00 FY 2026 Acct No: 1000.50.20.2030.2034.2005.0000.0000.44020. Review: Buyer: 910518227 Status: Approved
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Page 6

Vendor
 ALABAMA POOLWORKS LLC
 19267 S GREENO RD

FAIRHOPE, AL 36532

Tel#251-929-0809
 Fax 251-928-1144

Ship To
 PARKS SAGE AVE
 48 N. SAGE AVE
 NORTH SIDE DOOR
 MOBILE, AL 36607
 DEEANN.POPPLE@CITYOFMOBILE.ORG

Delivery Reference
 DEEANN POPPLE

Deliver To
 PARKS SAGE AVE
 48 N. SAGE AVE
 NORTH SIDE DOOR
 MOBILE, AL 36607

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
12/04/25	290766				ATHLETICS

LN Description / Account	Qty	Unit Price	Net Price
--------------------------	-----	------------	-----------

Authorized By: _____ Date: _____
 Signature

SWIMMING POOL CHEMICALS										
BID 6021										
		ALABAMA POOLWORKS, LLC					ROCKET CITY WATER WIZARDS, LLC			
ITEM	DESCRIPTION	PRICE	UOM	ITEM	NOTES	PRICE	UOM	ITEM	NOTES	
LINE 1	TEST STRIPS 7IN1 100 COUNT/ BOTTLE	\$24.49	BOTTLE	AQUACHEK SILVER		\$30.81	BOTTLE	AQUACHEK 551236		
LINE 2	SODIUM BICARBONATE CHURCH & DWIGHT BRAND [NO SUBS] PRICE PER 50LB BAG	\$35.00	50 LB BAG	CHURCH & DWIGHT		\$28.87	BAG	ARM & HAMMER		
LINE 3	CHLORINE TABLETS 3" SIZE PROGUARD BRAND [NO SUBS] PRICE PER 50LB PAIL	\$184.90	50LB PAIL	PROGUARD		\$402.88	PAIL	PROGUARD		
LINE 4	ALGAECIDE ALGAE COMPLETE, 2 LITER	\$50.00	2 LITER	BIOGUARD ALGAE CON		\$105.84	BOTTLE	BIOGUARD ALGAE COMPLETE		
LINE 5	CLARIFIER 3IN1 BIOGUARD 4/CASE	\$49.00	BOTTLE	BIOGUARD POOL COM		\$105.84	BOTTLE	BIOGUARD POOL COMPLETE		
		\$343.39	TOTAL			\$674.24	TOTAL			

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: 005

Please quote the lowest price at which you will furnish the articles listed below

DATE 1/5/2026	BID NO. 6021	DEPARTMENT Parks and Recreation	Commodities to be delivered F.O.B. Mobile to: As Stated in Bid
------------------	-----------------	------------------------------------	---

This bid must be received and stamped by the Purchasing office not later than:

12:01 PM FRIDAY, JANUARY 30, 2026

QUANTITY	ARTICLES	UNIT	UNIT PRICE		EXTENSION	
			Dollars	Cents	Dollars	Cents
	SWIMMING POOL CHEMICALS					
	Swimming Pool Chemicals for a period of six (6) months from date of award.					
	This Bid will be awarded ALL OR NONE.					
Appx 1-100 Bottles	Test Strips 7in1 100 Count/Bottle Brand					
		12109				
Appx 30-100 Bags	Sodium Bicarbonate Church & Dwight Brand/NO SUBS Price per 50 lb. Bag					
		12114				
Appx 10-100 Pails	Chlorine Tablets 3" Size PROGuard Brand/NO SUBS Price per 50 lb. Pail					
		13904				
	The City of Mobile waives item 15 on reverse of page 1.					
	Page 1 of 3					
			TOTAL			

Page 1 of 3

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

State delivery time within ____ days of receipt of P.O.

Phone Number _____

Firm Name _____

Email Address _____

Signature _____

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

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						
Appx 1-100 Bottles	Algaecide Algae Complete, 2 Liter					
					17114	
Appx 1-100 Cases	Clarifier 3in1 Bioguard 4/Case Price per Case					
					17113	
THE ABOVE TO BE AWARDED ALL OR NONE						
The City reserves the right to request samples of chlorine tablets to test dissolve rate.						
Furnish Factory Literature & Specifications.						
The minimum quantities shown below will be the initial order for which the vendor is responsible to deliver to the City.						
Successful bidder shall be responsible for storing and making available for immediate purchase on an as needed basis.						
Successful bidder must have a local place of business where chemicals will be available for 'Pick-Up' during regular business hours Monday through Friday. 'Pick-Up' availability shall be local.						
All requested deliveries to be F.O.B. Parks & Recreation, 48 N. Sage Ave., Mobile, Alabama 36607.						
Pricing to be firm for the six (6) month period from date of award. At the option of the City of Mobile and the successful vendor(s), the award may be extended.						
All vendors will be required to provide verification of enrollment in the E-Verify program. Additional information may be found at http://immigration.alabama.gov/						
If the successful vendor's principal place of business is out-of-state, vendor may be required to have a Certificate of Authority to do business in the State of Alabama from the Secretary of State prior to issuance of a Purchase Order.						
			TOTAL			

**RETURN ONE SIGNED COPY OF THIS 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 Vendors are solely responsible for consulting with the Secretary of State to determine whether a Certificate is required. See: www.sos.alabama.gov/BusinessServices/ForeignCorps.aspx. Please note that the time between application for the issuance of a Certificate of Authority may be several weeks. Upon notification, vendor will have 10 business days to provide the Certificate of Authority and the E-Verify numbers to the Purchasing Department before award can be completed. (Vendors will possibly need to pay the expedite fee to meet this requirement because application is not sufficient. We must have a copy of the certificate with your Company ID number). Vendors do not need a City of Mobile Business License or Certificate of Authority from the Alabama Secretary of State, nor the E-Verify for certification to submit a bid, but will need to obtain the Business License and Certificate of Authority verification and/or provide the E-Verify Certification, if applicable, prior to issuance of a Purchase Order. See reverse side of page 1 of Bid for instructions and conditions. State of Alabama Local Vendor Preference Law 41-16-50 (a) and (d) will apply to this purchase. CONE OF SILENCE. From the time of advertising, and until the final award by completion of a signed contract or purchase document issued by the City, there is a prohibition on communication by respondents (or anyone on their behalf) with the City staff and elected officials regarding this request for bids, proposals, or qualifications. This does not apply to communications directly with the Procurement Department staff during authorized question periods, or with designated City staff during pre-bid conferences, interviews, requests for clarification, and written contract negotiations. Breaking the established prohibition on communication, if proven, may result in a disqualification of your submittal. Any questions or problems contact the City of Mobile Purchasing Department at 251-208-7434 or purchasing@cityofmobile.org.					
			TOTAL			

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

READ ABOVE INSTRUCTIONS BEFORE QUOTING

Firm Name _____

By _____

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



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: March 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 Best Price Services LLC for storm drainage vegetation and debris removal - 3207 Ralston Road to Airport Boulevard.

Amount of Contract:

\$18,000.00

Funding Source

General fund.

ATTACHMENTS:

1. 20260220 Best Price Agenda Package POs

REVIEWERS:

Donald Rose

James Barber

AGENDA ITEM SUMMARY SHEET

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

Agenda of: 3 March 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 Best Price Services LLC

PURPOSE & SCOPE OF PROJECT:

To approve issuance of purchase order to Best Price Services LLC for storm drainage vegetation
and debris removal - 3207 Ralston Road to Airport Boulevard.
General fund

RESOLUTION ☒

ORDINANCE ☐

OTHER ☐

AMOUNT OF CONTRACT: \$18,000.00

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: 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>8370</u>	2026	(2070) PUBLIC SERVICES ADMINISTRATION	STORM DRAINAGE VEGETATION AND DEBRIS REMOVAL – 3207 RALSTON ROAD TO AIRPORT BOULEVARD (PRICE BELOW BID REQUIREMENT; VENDOR ROTATION POOL)	\$18,000.00	<u>(292420) BEST PRICE SERVICES LLC</u>

Adopted:

City Clerk

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00008370-00 FY 2026 Acct No: 1000.40.20.2070.2096.2070.0000.0000.42155. Review: Buyer: Status: Approved
--	--

Page 1

Vendor
 BEST PRICE SERVICES LLC
 7057 FOREST GLEN CT

Ship To
 PUBLIC WORKS ADMIN.
 1900 HURTEL STREET
 BEFORE 2:30 P.M.
 MOBILE, AL 36605
 ASHLEY.ADAMS@CITYOFMOBILE.ORG

IRVINGTON, AL 36544

Tel#251-458-0510

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
02/20/26	292420				PUBLIC SERVICES ADMINISTRAT

LN	Description / Account	Qty	Unit Price	Net Price
001	2026 STORM DRAINAGE DITCH CLEANING PROJECT #VEG-2026-2070-41 3207 RALSTON RD TO AIRPORT BLVD Additional Description Notes DISTRICT 1	1.00 EACH	18000.00000	18000.00
1	1000.40.20.2070.2096.2070.0000.0000.42155.			18000.00

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 18000.00

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

Account	Amount	Remaining Budget
1000.40.20.2070.2096.2070.0000.0000.42155.	18000.00	4553283.53
STORMWATER EXP		
DITCH MAINTENANCE		

Company Name	Contact	Email Address	E-Verify	Insurance	COM BL	Vendor Number
A & D Cromwell Concrete	Anthony Cromwell	anthonymcromwell768@gmail.com	1768532	received	current	297588
Butler Company	James Butler	butler.servicesLLC@yahoo.com	1722021	Received	Current	297507
Gaines Utility	Jermaine Gaines	JERMAINEGAINES@GAINESUTILITY.COM	539447	Received	Current	295242
Godwin Land Solutions	Harris Godwin	GODWINLANDSOLUTIONS@GMAIL.COM	2923693	Received	Current	300080
H F Glaude	Jordan Glaude	H.FGLAUDECONSTRUCTION@GMAIL.COM	2928917	Received	Current	296705
Hughes 360	Ernest Hughes Jr.	HUGHES360SERVICES@GMAIL.COM	952551	Received	Current	297767
JJ Qualtiy Homes, LLC	Jerry Jones	MRJ.JONES251@GMAIL.COM	2925715	Received	Current	298831
Invasive Management	Hunter Lapointe	HUNTER@INVASIVEMANAGEMENT.COM	1421905	Received	Current	294197
Major League Landscape	Brandon Stokes	MAJORLEAGUELAND@YAHOO.COM	2926332	Received	Current	300091
Prime Professional Concrete	Micheal White	HOSEA_8668@YAHOO.COM	2383108	Received	Current	299670
TAG Homes	Thomas Galloway	TAGALLOWAY99@GMAIL.COM		Received	Current	300085
Safe Haven Co. LLC	Jaleen Hosea	HAVENHOSEA34@GMAIL.COM		Received GL onl	Current	300101
Scott Alan Construction	Matthew Stokes	MATTHEW@SCOTTALANCONSTRUCTION.COM	2546741	Received	Current	299758
Secure Land & Tree Southern	Brian Allen	SECURELANDTREE@YAHOO.COM	2924224	Received	Current	300087
Realty	Rashad Kiel	SOUTHERNREALTYMGMGROUP@GMAIL.COM	1650870	Received	Current	296787
Best Price Services LLC	Anthony Richardson	RichardsonAnthony45@gmail.com				



November 12, 2025

Project: 2026 Ditch Cleaning Program

Project Location: Various Locations

City of Mobile Public Works Department

The City of Mobile Public Works Department will hold a meeting with prospective contractors regarding its 2026 Ditch Cleaning Program. Contractors interested in participating in the program must be present on Monday, November 17, 2025, at the Levon C. Manzie Neighborhood Resource Center, 110 North Lafayette Street, at 3:00 p.m. The contractor must be present for the entire pre-meeting on November 17, 2025, to be eligible to participate in the program.

For more information, please contact Mr. Jason Donovan at (251) 208-1104 or by email at Jason.donovan@cityofmobile.org.



CITY OF MOBILE
REQUEST FOR QUOTE

__ - __ - 2025

The City of Mobile will receive a Quote Proposal for the following Project:

Project Name: **[Street Name]**
2026 Storm Drainage Ditch Cleaning

Project Location: **[PROJECT LOCATION]**
Mobile, AL

Project Number: VEG-2026-2070-00

A Quote Proposal for the above referenced Project will be received until 11:30 a.m. on **[__ - __ - 2025]** in the Public Services Department, 1900 Hurtel Street, Mobile, AL 36605. Quote Proposals may be submitted in person or mailed to the address indicated below. Quote Proposals will be reviewed by the Engineering Department and Public Services Department following the time established for receipt of the Quote Proposal.

All Quote Proposals should be placed in a sealed envelope with company's name and address in the top left-hand corner. The envelope should be addressed to the following:

**City of Mobile
ATTN: Jason Donovan
Public Services Department
1900 Hurtel Street
Mobile, Alabama 36605
2026 Storm Water Drainage Ditch Cleaning - Quote Proposal
Project No.: VEG-2026-2070-00**

For questions please contact: Jason Donovan (251) 421-6689 Jason.donovan@cityofmobile.org
Travis Dunn (251) 721-2994 travis.dunn@cityofmobile.org

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ITEM I

DEFINITIONS

The following terms and their definitions shall apply:

AGREEMENT - Whenever the word "AGREEMENT" is used it shall be held to mean the signed documents comprising this written Request for Quote from the Contractor and executed by the City of Mobile, setting forth the obligations of the parties hereunder for the performance of the prescribed work. The Agreement includes the Definitions, Instructions to Contractors, Quote Proposal, Contract Forms and Contract Bonds, Specifications, Supplemental Specifications, Special Provisions, General and Detailed Plans, Construction Details, Articles of Agreement, 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.

ALDOT - State of Alabama Department of Transportation

CITY - City of Mobile, Alabama

CONTRACT - Whenever the word "CONTRACT" is used it shall be held to mean this "AGREEMENT" comprising this written Request for Quote from the Contractor and executed by the City of Mobile and any and all exhibits and attachments, setting forth the obligations of the parties hereunder for the performance of the prescribed work.

CONTRACTOR - An individual, corporation, partnership, or other entity submitting a Quote Proposal and selected to perform any or all construction services.

INSPECTOR - An authorized representative of the CITY, assigned to make inspections of the PROJECT.

PROJECT – 2026 Storm Drainage Ditch Cleaning (**Location**), City of Mobile Public Services
Project No: VEG-2026-2070-00. This is for mowing and removing vegetation from various types of storm drainage ditches (See Exhibit A for locations.)

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.

MUTCD - Manual on Uniform Traffic Control Devices for Streets and Highways, latest edition

WORK – All of the activities required of the Contractor to perform the requirements of this Agreement in full.

QUOTE – The total cost for the Contractor to perform all work for the referenced Project in the Quote Proposal. The Quote is a stipulated sum provided by the Contractor to provide all work in full.

QUOTE PROPOSAL – The portion of this Agreement located in Item IV, including the total cost Quote for the Project.

PUBLIC SERVICES (PS) REPRESENTATIVE – An authorized representative of the city of mobile public services Dept. Authorized by the public services project manager.

ITEM II
INSTRUCTIONS TO CONTRACTORS

The service, term, location, and lump sum cost of the work are as set out in the Request for Quote.

Examination of Documents and Site: Before submitting a Quote Proposal, the Contractor shall carefully examine this Request for Quote, visit the site of the Work, fully inform themselves as to existing conditions and limitations, and include in the Quote Proposal a sum to cover the cost of all items required to perform the work in full. **The submission of the Quote Proposal will be considered as conclusive evidence that the Contractor has made such examination.**

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.

Requests for information (RFI's) shall be submitted in writing to the Public Services Project Manager no later than three (3) business days prior to the Quote Proposal Submittal date. Responses shall be in the form of a written Addendum and issued to all Contractors. Receipt of all addenda shall be acknowledged by all Contractors in the Request for Quote package. **Failure to acknowledge Addenda may result in disqualification of the Quote Proposal.**

All papers attached hereto in the Request for Quote Package shall be returned with the Quote Proposal Sheets attached.

This IS a tax-exempt project. Quote Proposals shall EXCLUDE all applicable sales and use taxes.

A City of Mobile Business License is required. It shall be current at the time of submitting a Quote Proposal and throughout the Agreement period.

The Contractor must be registered with the City of Mobile as a vendor. Registration can be found at: **<https://mobileselfservice.tylertech.com/Vendors/Registration/Default.aspx>**

The Contractor shall submit to the City of Mobile the following documents with the project Quote Proposal:

1. The ENTIRE Quote Proposal Package
2. Certificate of Insurance along with ALL endorsements in accordance with City of Mobile Insurance Requirements as described in Item V (Example in Exhibit B)
3. Proof of enrollment in the Federal E-Verify program (Exhibit C)

4. A Company W-9 Tax Form and Vendor Information Form (if not currently on file with the City of Mobile)
5. Accounting of Sales Tax Form (Item IX)

After the Quote Package has been approved by the City, a Purchase Order (PO) will be issued to the Contractor. Under no circumstances shall any work be performed prior to the issuance of the PO. **Once the PO is received, the Contractor shall contact the Public Services Project Manager (Jason Donovan) at 251-421-6689 or Jason.donovan@cityofmobile.org as well as Travis Dunn at (251) 721-2994 or travis.dunn@cityofmobile.gov in order to confirm the construction start date in writing.**

ITEM III
PROJECT SCOPE

Contractor shall exercise caution when performing work. Proper equipment shall be utilized as to not damage improved ditch sections (concrete ditch sections, gabion basket ditches, etc.). Contractor shall be responsible for repairing damages caused to ditch sections due to contractor negligence or improper use of equipment, at no cost to the City.

If ditches are overrun by vegetation, with no clearly established channel limits, a PS Representative will define the main flow line. The Contractor shall clear the vegetation within five (5) feet on each side of the flow line.

VEGETATION REMOVAL:

Contractor is responsible for the removal of living and dead vegetation within five (5) horizontal feet beyond the top of the ditch bank (see Typical Profiles on following pages) all work shall be done inside the existing easement. Nothing outside these boundaries is to be cut or removed by the Contractor unless otherwise approved or directed by the PS Representative. If unsure of the area, Contractor shall contact the PS Representative for clarification. Overhanging vegetation above ditches shall be cleared up to at least five feet from the bottom of the ditch. Ditches that are deeper than five feet shall be cleared of overhanging vegetation to the top edge of the ditch. The grass and vegetation shall be mowed to a height of 4" to 6". The contractor is responsible for trimming around concrete head walls and should be able to do so from the top of the ditch. Where work is conducted near a Right of Way, no vegetative debris will remain in the concrete or pavement area of the Right of Way after the work is completed or as directed by the P.S. representative. In the areas where the slope of an earthen ditch bank is greater than 1:1, the vegetation will be trimmed by the contractor up to and even with the top of the bank.

FIELD DOCUMENTATION:

The following documentation will be required to be maintained by the contractor:

1. Photos of the ditches, before and after vegetation removal.
2. Document, report, and photograph all ditch damage (ex. Concrete, Gabion, Washout ...), before and after vegetation removal.

ADDITIONAL REQUIREMENTS:

Prior to the start of construction, Contractors may be required to show in writing how they will accomplish their proposed bid.

ITEM IV
QUOTE PROPOSAL

Scope of Work:

Work to be performed by Contractor under this Agreement shall consist of furnishing all labor, materials, insurance, tools, supplies and equipment necessary to provide comprehensive ditch vegetation removal services as described below.

Removal of living and dead vegetation within the ditch and five (5) horizontal feet beyond the top of the ditch bank at [DITCH LOCATION], as shown in Exhibit A. Enclosed herein, the City has estimated the general location and total linear feet (LF) of ditch segments included in this project. Actual Field Conditions may vary. Contractor will provide unit and extended unit prices on the Quote Proposal Sheets. The total price quote based on the government estimated quantities will be used to set the price for award. Contractor will be required to document materials used when invoicing the city. Contractor will be paid the lump sum total price at the completion of the project, unless otherwise agreed to due to project size and complexity. If there is any work for which no pay item is provided, the cost will be considered incidental to the Project.

Company Name (Print):

Company Address:

City: _____ **State:** _____ **Zip Code:**

Owner Name (Print):

Owner Signature: _____ **Date:**

**Please complete and return with your Request for Quote package.
Also, attach Contractor's proof of insurance, and other items as listed in Item II.**

Quote Proposal sheet

City of Mobile

Public Services
Department

Location: [Approximate ditch location]

Quote Due By: [Date]

Project No: VEG-2026-2070-00

District: #

Description: Removal of all vegetation within the ditch and five horizontal feet of the top beyond the ditch bank.

Vegetation Removal

DESCRIPTION	QTY	UNIT	UNIT PRICE	UNIT PRICE (WRITTEN IN WORDS)	TOTAL QUOTE
Removal of all vegetation within the ditch and five horizontal feet of the top beyond the ditch bank.		LF		 _____DOLLARS _____CENTS	

Total quote (written in words):

Number of working days to complete: 14

ITEM V

CERTIFICATE OF CONTRACTOR'S INSURANCE

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.

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 name the City of Mobile as an additional insured***, and shall attach to this Agreement, as proof thereof and as, a certificate of insurance(s) issued by an agent licensed and qualified to do business in the State of Alabama, stating the following:

The City of Mobile, its employees, agents, and all other indemnified parties shall be named as additional insureds on a primary and non-contributory basis for General Liability (including ongoing and completed operations), Automobile Liability, and Umbrella Liability, where required by written contract. A waiver of subrogation in favor of these parties shall apply to General Liability, Automobile Liability, Umbrella Liability, and Workers' Compensation, where required by written contract. The Workers' Compensation policy shall include an Alternate Employer Endorsement and shall provide thirty (30) days' prior written notice of cancellation, where required by written contract.

- 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

If the certificate of insurance referenced in this Agreement does not evidence insurance of owned vehicles, said certificate and this sentence shall evidence the Contractor's covenant that it does not own any vehicles and that it will not purchase or obtain any vehicles during the term of this Agreement. Said certificate shall require that said insurance coverage will not be altered or terminated unless the City shall have been given written notice of such alteration or termination delivered to the City not less than thirty (30) days before the effective date of such alteration or termination.

ITEM VI
SPECIAL PROVISIONS

1. Coordinate all work with the Program Manager of the City of Mobile Public Services Department. All Work shall be scheduled to minimize the disturbance and interruption of the flow of traffic and the public.

If needed (when working in the roadway or performing any activities that will affect traffic), the Contractor shall be required to submit a plan for traffic control to the City Traffic Engineer for approval prior to beginning construction. The Traffic Control Plan must be submitted at least two full working days prior to proceeding. Contractor shall assist motorists using paddles or flagging per the Manual on Uniform Traffic Control Devices for Streets and Highways (MUTCD) guidelines. See Exhibit E for additional information.

2. For all work performed under this Agreement, the Contractor shall use only skilled laborers. Laborers shall be properly supervised.
3. The City shall not prohibit the Contractor from performing the work described herein during a normal workday. For this provision a “normal workday” is defined as any business day between the hours of 7:30 a.m. and 5:00 p.m.
4. The Contractor shall ensure that the jobsite is clear and clean of debris at the end of each workday and at the completion of the project.
5. Contractor shall obtain, at its own expense, all necessary professional licenses, permits, insurance, authorization, and assurances necessary to abide by the terms of this Agreement.
6. Payment for any work incidental to the completion of this contract, for which no item was set up, shall be considered incidental to the project.

ITEM VII
ARTICLES OF AGREEMENT

ENTIRE AGREEMENT:

1. 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.

NO AGENCY RELATIONSHIP CREATED:

2. Contractor, in the performance of its operations and obligations hereunder, shall not be deemed to be an 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 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.

ASSERTION OF RIGHTS:

3. Failure by the City to assert a right or remedy shall not be construed as a waiver of that right or remedy.

NON-FUNDING CLAUSE:

4. The City of Mobile will have the right to terminate this Agreement at no additional cost and with no penalty whatsoever by giving thirty (30) days prior written notice documenting the lack of funding. The City will use reasonable efforts to ensure appropriated funds are available.

BREACH OF AGREEMENT:

5. In the event of any breach or apparent breach by Contractor of any of its obligations under the terms of this Agreement, the City has the right to terminate the Agreement and pay only for work successfully performed. In the further event that City shall engage the services of any attorney to protect or to enforce its rights with respect to said breach or apparent breach, then and in those events, Contractor agrees to pay and to reimburse any and all reasonable attorneys' fees and expenses which City may incur with respect to City's enforcement of this Agreement; regardless of whether said attorneys' fees and costs shall be incurred in connection with any litigation or in connection merely with advice and representation provided without litigation.

TERMINATION:

6. The City or Contractor may terminate the Agreement upon thirty (30) days written notice. The City shall pay only for work executed and proven loss with respect to materials, equipment, tools and reasonable overhead. The City shall not be liable

for payment to the Contractor for lost profit or damages, as the result of its termination of the Agreement.

Notice from the City shall be mailed to the address provided by the Contractor on this form. Notice to the City shall be addressed to ATTN: Jason Donovan, Public Services Program Manager, City of Mobile Public Services Department, 1900 Hurtel Street, Mobile, AL 36605.

AUTHORITY OF INSPECTORS:

7. The CITY may appoint such inspectors, assistants, or representatives as it 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.

PAYMENT:

8. The City will pay the Contractor for actual work performed in accordance with the following:
 - Payment will be made upon the satisfactory inspection, completion, and acceptance of the work as specified and verified by written statement from the City.
 - Payment will be based upon the total lump sum quoted price for the completed project, not based on unit prices.
 - An original signed invoice shall be submitted to the Public Services Department Program Manager for review and approval. This invoice shall be marked "FINAL ESTIMATE". It shall be emailed to travis.dunn@cityofmobile.gov (251-721-2994) **AND Jason.donovan@cityofmobile.org** (251-421-6689), and a hard copy should also be mailed to:

City of Mobile
Public Services Maintenance
Attn. Jason Donovan
Program Manager
1900 Hurtel Street
Mobile, Alabama 36605

NOTICES:

9. Notice for the City shall be mailed to:

City of Mobile
Public Services Maintenance
Attn. Jason Donovan,
Program Manager
1900 Hurtel Street
Mobile, Alabama 36605

EQUAL OPPORTUNITY:

10. The City of Mobile, Alabama is an Equal Opportunity Employer and requires that all Service Contractors comply with the Equal Employment Opportunity laws and the provisions of the Project Documents in this regard.

The City of Mobile also encourages and supports the utilization of Minority Business Enterprises on this and all other publicly solicited Quote Proposals.

COMPLIANCE WITH ALABAMA IMMIGRATION LAW:

11. By signing this Agreement, 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 agrees that he/she shall comply with all the requirements of the Beason-Hammond Alabama Taxpayer and Citizen Protection Act, Act No. 2011-535, Alabama Code (1975) Section 31-13.1, et, seq., as amended by Act No. 2012-4-91. Compliance shall be evidenced by verification of enrollment in the E-Verify Program and documentation of enrollment shall be attached to this Agreement in Exhibit C and incorporated herein by reference.

BOYCOTT:

12. By signing this Quote Proposal, 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:

13. 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 this Agreement be awarded to socially and economically disadvantaged individuals and business entities.

GOVERNING LAW AND VENUE:

14. 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.

ITEM VIII
SUPPLEMENTAL SPECIFICATIONS

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 signpost 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 included in the project lump sum 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.

ITEM IX
REGULATORY REQUIREMENTS AND TAX EXEMPTIONS

A. DESCRIPTION OF REQUIREMENTS

1. This project is being quoted 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 on the Accounting of Sales Tax Form attached herein, in addition to filings and reports required by the Alabama Department of Revenue during the course of the project.
2. The Quote Proposal 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 Request for Proposal Package; 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 Documents including, in part, "Instructions to Contractors" and "Special Provisions". 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 Quote Proposal for the Work. No additional amount shall be added to the Agreement 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 Quote Proposal.

ACCOUNTING OF SALES TAX FORM

To: City of Mobile

Date:

Name of Project: [Street Name]
2026 Storm Drainage Ditch Cleaning

Project Number: VEG-2026-2070-00

SALES TAX ACCOUNTING

Pursuant to Act 2021-372, the Contractor accounts for the sales tax NOT included in the Quote Proposal form as follows:

BASE QUOTE

ESTIMATED SALES TAX AMOUNT

\$

\$

Failure to provide an accounting of sales tax shall render the Quote Proposal non-responsive. Other than determining responsiveness, sales tax accounting shall not affect the Quote pricing nor be considered in the determination of a responsible and responsive Quote.

Legal Name of Contractor _____

Mailing Address _____

***By (Legal Signature)** _____

***Name (type or print)** _____ (Seal)

***Title** _____

Telephone Number _____

EXHIBIT A
LOCATION MAP(S) AND PHOTOS

Location Map

Location Photo	Location Photo
Location Photo	Location Photo

EXHIBIT B
CONTRACTORS INSURANCE
CERTIFICATION



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	NAIC #
INSURED	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	ADDITIONAL INSURED	INSURER	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE
	☐ CLAIMS-MADE ☐ OCCUR						PERMITS TO RENTED
							RENTED (Ea occurrence)
							MED. EXP (Any one person)
							PERSONAL & ADV INJURY
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE
	☐ POLICY ☐ PROJECT ☐ LOC						PRODUCTS - COM/PROP AGG
	OTHER:						
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)
	☐ ANY AUTO						BODILY INJURY (Per person)
	☐ OWNED AUTOS ONLY	☐ SCHEDULED AUTOS					BODILY INJURY (Per accident)
	☐ HIRED AUTOS ONLY	☐ NON-OWNED AUTOS ONLY					PROPERTY DAMAGE (Per accident)
	UMBRELLA LIAB	☐ OCCUR					EACH OCCURRENCE
	EXCESS LIAB	☐ CLAIMS-MADE					AGGREGATE
	DED ☐ RETENTION \$						
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	☐ Y/N	N/A				PER STATUTE ☐ OTHER ☐
	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)

[INSERT 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

ACORD 25 (2016/03)

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EXHIBIT C
E-VERIFY AFFIDAVIT

STATE OF ALABAMA
COUNTY OF MOBILE

AFFIDAVIT OF VENDOR / CONTRACTOR

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

President/CEO of: _____

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 _____ for _____ 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 _____ is enrolled in the E-Verify program.
The Company ID Number in the E-Verify program is as follows:

CEO of _____

Sworn to and subscribed before me this the _____ day of _____, 20____.

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

EXHIBIT D
RIGHT OF ENTRY AGREEMENT

RIGHT OF ENTRY AGREEMENT

This Right of Entry, ("Agreement") is entered into and effective as of the ____ day of _____ 20__ , by and between the City of Mobile, Alabama, a municipal corporation organized and existing under the laws of the State of Alabama (hereinafter, "City"), and:

Property Owner(s):

Mailing Address:

Property Address (if different):

(collectively referred to as "Owner").

RECITALS

WHEREAS, Owner is the lawful owner or authorized representative of the real property located at the address stated above ("the Premises"); and

WHEREAS the City has requested access to the Premises for the limited purpose of performing or facilitating the following work or activity:

Inspection, mowing, trimming, and removal of vegetation and debris within existing storm drainage ditches and easements, including associated documentation and incidental maintenance activities; and

WHEREAS Owner is willing to grant the City temporary access to the Premises subject to the terms and conditions set forth below.

AGREEMENT

1. Right of Entry.

The Owner hereby grants the City, its officers, employees, contractors, and authorized agents the right to enter the Premises at reasonable times for the limited purpose described above, including bringing personnel, vehicles, and equipment as necessary. This right shall extend only for the duration reasonably necessary to complete the activity described and shall not create or imply any permanent interest or easement in the Premises.

The work will be done in an orderly manner, and any property disturbed by the City will be returned to a condition substantially the same as it was on the date entry was granted upon the above-described property.

2. No Compensation.

Owner acknowledges and agrees that no compensation will be provided by the City in connection with the entry, inspection, or work performed unless otherwise agreed to in writing by the parties.

3. Entire Agreement.

This Agreement represents the entire agreement between the parties regarding the matters described herein and supersedes any prior oral or written understandings. No amendment or modification shall be valid unless in writing and signed by both parties.

4. Governing Law and Venue.

This Agreement shall be governed by the laws of the State of Alabama. Any dispute shall be resolved exclusively in the state or federal courts located in Mobile County, Alabama.

5. Binding Effect.

This Agreement shall be binding upon and inure to the benefit of the parties, their heirs, legal representatives, successors, and assigns.

6. Photographic Documentation.

The City may take photographs or videos of the Premises during its access solely for documentation and public record purposes. Such materials may be retained and used by the City as needed, subject to applicable public records laws.

7. Records and Public Disclosure.

This Agreement and any records created in connection with the work may be subject to public disclosure in accordance with Alabama law, including the Alabama Open Records Act.

8. Emergency Access Carve-Out.

Nothing in this Agreement shall be construed to limit the City's right to enter the Premises without consent in cases of emergency or as otherwise authorized by law.

9. Environmental Conditions.

The City shall have no responsibility for pre-existing environmental conditions or contamination on the Premises. If environmental concerns are discovered during the work, the City may suspend activity until further evaluation is conducted.

10. Assumption of Risk.

Owner acknowledges that certain activities may pose inherent risks, including temporary disruption of access or minor damage to landscaping or surface features. Owner accepts such risks as reasonably incidental to the limited work authorized herein.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first above written.

OWNER(S):

Signature:

Signature:

Print Name:

Print Name:

Date:

Date:

WITNESSED BY:

Signature:

Signature:

Print Name:

Print Name:

Address:

Address:

Date:

Date:

CITY OF MOBILE, ALABAMA

By:

Name:

Title:

Date:

EXHIBIT E
TRAFFIC CONTROL INFORMATION

Traffic Control Information

The Contractor shall be prepared to assist motorists with flagging operations per MUTCD guidelines, as required. Be aware that if work is being performed close to the roadway, but not actually in the road, that some flagging operations may be needed. This may be the case if motorists' line of sight is blocked due to equipment and/or concrete trucks.

If any construction activities will be performed in the roadway or will affect traffic, a Traffic Control Plan must be submitted by the Contractor to Butch Ladner in the City of Mobile Traffic Engineering Department at least two full working days prior to initiating work. The Traffic Control Plan must show site specific conditions including any cross streets and driveways that are within the traffic control zone. Butch Ladner may be contacted at (251) 208-2972 for questions, assistance, or to discuss traffic control requirements.

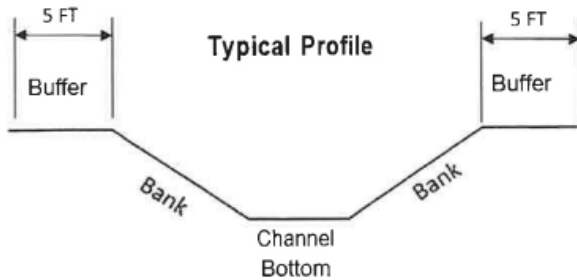
The MUTCD can be found at https://mutcd.fhwa.dot.gov/kno_2009r1r2.htm.

If you are unfamiliar with MUTCD requirements, a local traffic control contractor may be of assistance in preparing a traffic control plan or renting equipment.

EXHIBIT F
DITCH MAINTENCE STANDARDS

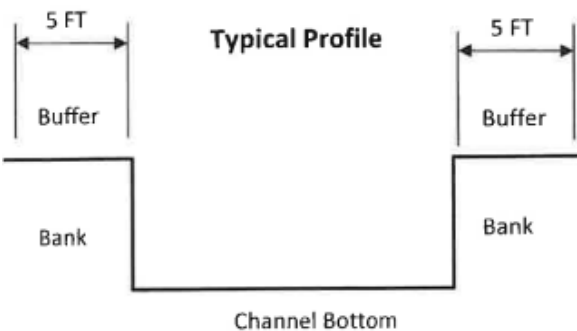
Ditch Maintenance Standards

Trapezoidal Ditch Maintenance Standards



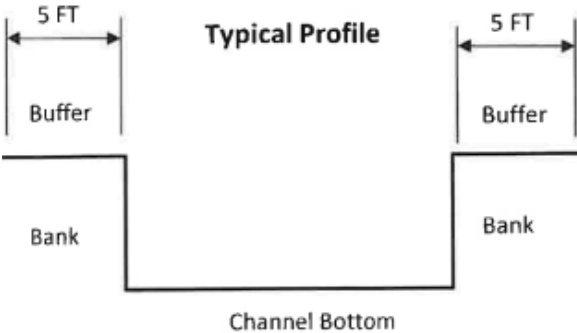
Note: This profile represents a typical concrete trapezoidal ditch. Depth, bank slope and buffer area varies.

Concrete Rectangular Ditch Maintenance Standards



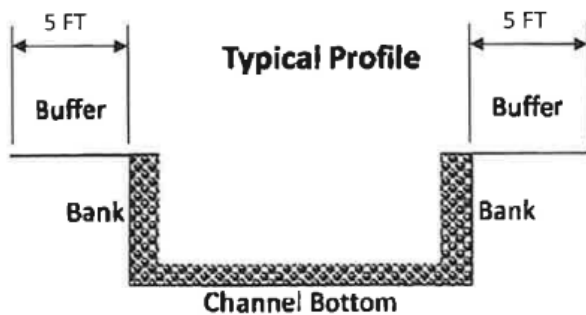
Note: This profile represents a typical rectangular concrete ditch. Depth and buffer area varies.

Concrete Rectangular Ditch Maintenance Standards



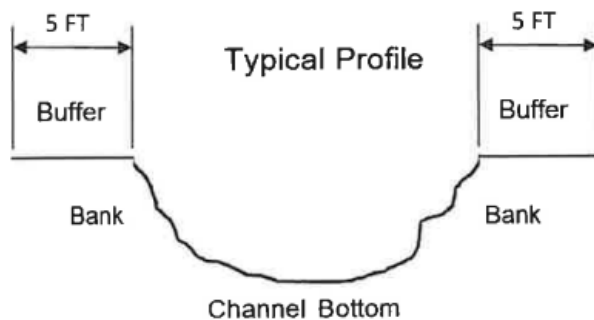
Note: This profile represents a typical rectangular concrete ditch. Depth and buffer area varies.

Gabion Ditch Maintenance Standards



Note: This profile represents a typical Gabion ditch. Depth and buffer area varies.

Earthen Ditch Maintenance Standards



Note: This profile represents a typical Earthen ditch. Depth and buffer area varies.



CAPITAL CONTRACT SUMMARY SHEET



AGENDA ITEM SUMMARY SHEET

Agenda of: March 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 Enterprise Rent-A-Car for rental of four 15-passenger vans for Mardi Gras support.

Amount of Contract:

\$16,414.64

Funding Source

General fund.

ATTACHMENTS:

1. 20260226 Enterprise Agenda Package POs

REVIEWERS:

Donald Rose

James Barber

AGENDA ITEM SUMMARY SHEET

Print Page Reset

Agenda of: 3 March 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 Enterprise Rent-A-Car

PURPOSE & SCOPE OF PROJECT:

To approve issuance of purchase order to Enterprise Rent-A-Car for rental of four 15-passenger vans for Mardi Gras support.
General fund.

RESOLUTION ☒ ORDINANCE ☐ OTHER ☐

AMOUNT OF CONTRACT: \$16,414.64

FUNDING SOURCE:

Budget Item: See Requisitions Discretionary Funds: _____

Budget amendment: REDUCE ☐ INCREASED ☐

Grant funds: _____ Matching funds: _____

Associated Costs:

Current year (itemize)
Type: _____ Amount: _____

Future years
Year: _____ Amount: _____

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

Effective date of contract: On issuance to vendor.

Renewal date of contract (if applicable): _____

If not bid, state reason: Price below bid requirement, AL state contract.

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 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>4415</u>	2026	(F7000) MOTOR POOL	RENTAL OF FOUR 15-PASSENGER VANS FOR MARDI GRAS SUPPORT (PRICE BELOW BID REQUIREMENT, AL STATE CONTRACT)	\$16,414.64	<u>(56456)</u> <u>ENTERPRISE</u> <u>RENT-A-CAR</u>

Adopted:

City Clerk

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00004415-00 FY 2026 Acct No: 1000.40.20.2070.2050.2070.0000.0000.49032. Review: Buyer: 910518227 Status: Released
--	--

Page 1

Vendor
 ENTERPRISE RENT-A-CAR
 200 VESTAVIA PARKWAY STE 3700

BIRMINGHAM, AL 35216

Tel#205-824-8527
 Fax 855-594-5359

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

MOBILE, AL 36604
 AGEET@CITYOFMOBILE.ORG

Delivery Reference
 TRAVESIA AGEE

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

MOBILE, AL 36604

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
11/17/25	056456				DO NOT USE MOTOR POOL

LN Description / Account	Qty	Unit Price	Net Price
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General Notes

AS PER THE STATE OF ALABAMA CONTRACT RENTAL FOR 4 15 PASSENGER VANS FOR MARDI GRAS 001 RENTAL AS PER FOLLOWS:	1.00 EACH	4104.75000	4104.75
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Additional Description Notes

RENTAL AGREEMENT 25HY53

LEASE/RENTAL OF 15 PASSENGER VANS.

PICK UP IS JANUARY 28, 2026 - FEBRUARY 24, 2026

Inventory Item/Loc 12448

1 1000.40.20.2070.2050.2070.0000.0000.49032.	4104.75
--	---------

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

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

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00004415-00 FY 2026 Acct No: 1000.40.20.2070.2050.2070.0000.0000.49032. Review: Buyer: 910518227 Status: Released	Page 2
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Vendor ENTERPRISE RENT-A-CAR 200 VESTAVIA PARKWAY STE 3700 BIRMINGHAM, AL 35216 Tel#205-824-8527 Fax 855-594-5359	Ship To MOTOR POOL - ATTN: ADAM LYNN 770 GAYLE STREET MOBILE, AL 36604 AGEET@CITYOFMOBILE.ORG Delivery Reference TRAVESIA AGEE Deliver To MOTOR POOL - ATTN: ADAM LYNN 770 GAYLE STREET MOBILE, AL 36604
--	--

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
11/17/25	056456				DO NOT USE MOTOR POOL

LN	Description / Account	Qty	Unit Price	Net Price
002	RENTAL AS PER FOLLOWS: MOBILE, AL 36604	1.00 EACH	4103.39000	4103.39

Additional Description Notes

RENTAL AGREEMENT 25HXTY

LEASE/RENTAL OF 15 PASSENGER VANS.

PICK UP IS JANUARY 28, 2026 - FEBRUARY 24, 2026
Inventory Item/Loc 12448

1	1000.40.20.2070.2050.2070.0000.0000.49032.	4103.39
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Ship To
 MOTOR POOL - ATTN: ADAM LYNN
 770 GAYLE STREET
 MOBILE, AL 36604
 Delivery Reference
 TRAVESIA AGEE

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

003	RENTAL AS PER FOLLOWS:	1.00 EACH	4101.75000	4101.75
-----	------------------------	--------------	------------	---------

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00004415-00 FY 2026 Acct No: 1000.40.20.2070.2050.2070.0000.0000.49032. Review: Buyer: 910518227 Status: Released	Page 3
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Vendor ENTERPRISE RENT-A-CAR 200 VESTAVIA PARKWAY STE 3700 BIRMINGHAM, AL 35216 Tel#205-824-8527 Fax 855-594-5359	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
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Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
11/17/25	056456				DO NOT USE MOTOR POOL

LN	Description / Account Additional Description Notes	Qty	Unit Price	Net Price
1	RENTAL AGREEMENT 25HW97 LEASE/RENTAL OF 15 PASSENGER VANS. PICK UP IS JANUARY 28, 2026 - FEBRUARY 24, 2026 Inventory Item/Loc 12448			4101.75
	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			

004 RENTAL AS PER FOLLOWS:	1.00 EACH	4104.75000	4104.75
Additional Description Notes ----- RENTAL AGREEMENT 25HYFM LEASE/RENTAL OF 15 PASSENGER VANS.			

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00004415-00 FY 2026 Acct No: 1000.40.20.2070.2050.2070.0000.0000.49032. Review: Buyer: 910518227 Status: Released	Page 4
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Vendor ENTERPRISE RENT-A-CAR 200 VESTAVIA PARKWAY STE 3700 BIRMINGHAM, AL 35216 Tel#205-824-8527 Fax 855-594-5359	Ship To MOTOR POOL - ATTN: ADAM LYNN 770 GAYLE STREET MOBILE, AL 36604 AGEET@CITYOFMOBILE.ORG Delivery Reference TRAVESIA AGEE Deliver To MOTOR POOL - ATTN: ADAM LYNN 770 GAYLE STREET MOBILE, AL 36604
--	--

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
11/17/25	056456				DO NOT USE MOTOR POOL

LN Description / Account	Qty	Unit Price	Net Price
--------------------------	-----	------------	-----------

PICK UP IS JANUARY 28, 2026 - FEBRUARY 24, 2026
Inventory Item/Loc 12448

1 1000.40.20.2070.2050.2070.0000.0000.49032.	4104.75
--	---------

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	16414.64
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***** General Ledger Summary Section *****

Account	Amount	Remaining Budget
1000.40.20.2070.2050.2070.0000.0000.49032.	16414.64	6664376.07
FLEET MANAGEMENT EXP	EQUIPMENT RENTAL	

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

Activity Date	Clerk	Comment
CCancelled 02/25/26	SANDRA LEWIS	Requisition item added changed
Approved 11/17/25	MATTHEW ANDERSON	Auto approved by: 910518244

Contract Header

Contract

Enterprise NASPO Passenger Vehicle and Box Truck Rental

Supplier

EAN Services LLC

Linked Solicitation

NA

Public Comments

NA

Type

Master Agreement

Contract Code

MA260000005924

Sourcing Number

NA

Contact Information

Contract Responsible

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

1 Record(s)

Supplier Contact

First name	Last name	Email	Phone
AR	Inquiry	ARInquiry@ehi.com	314-587-4200
Cori	Schneider	cori.schneider@ehi.com	5392711730
Corrin	Coleman	corrin.coleman@ehi.com	205-259-8446
Corrin	Coleman	corrin.coleman@ehi.com	205-259-8446

4 Record(s)

Contract Scope

Organizations

State of Alabama

Contract Validity

Start Date

10/15/2025

End Date

10/14/2026

Documents

- [State of Alabama XZ55131 NASPO Commercial Truck Program Summary - 9.15.25.docx](#)
- [Alabama- Exhibit 4.1_Box Truck Rental_Rates and Types 10-7-2025.xlsx](#)
- [Alabama- Exhibit 3.1_Vehicle Rental_Rates and Types 10-10-25.xlsx](#)
- [State of Alabama XZ55131 Program Summary 9.15.2025.docx](#)
- [EAN Participating Addendum State of Alabama.pdf](#)
- [Attachment B.docx](#)
- [NASPO EAN Participating Addendum State of Alabama.docx.pdf](#)

Items

Item Name	Product Code	UOM
Sedan- Economy- Daily	1	40.40 day
Sedan- Compact- Daily	2	40.40 day
Sedan- Intermediate-Daily	3	40.40 day
Sedan- Standard- Daily	4	42.42 day
Sedan- Full Size- Daily	5	44.44 day
Sedan- One Way Rental	6	88.88 day
Passenger Van- Mini Van-Daily	7	76.00 day
Passenger Vans- 12 Passenger Van	8	135.85 day
SUV's Mid/Standard SUV- Daily	9	72.46 day
SUV's- Full Size/Large SUV- Daily	10	95.95 day
Pick-Ups- Small Pick-Up Truck- Daily	11	100.49 day
Pick-Ups- Large Pick-Up Truck- Daily	12	100.49 day
Other- Premium- Daily	13	92.92 day
Other- Jeep/Crossover-Daily	14	76.00 day
Other- Convertible- Daily	15	92.92 day
Other- Intermediate Hybrid- Daily	16	57.57 day
Other- Full Size Hybrid-Daily	17	59.59 day
Other- 15 Passenger Van-Daily	18	155.89 day
Other- Electric Vehicles Sedan- Daily	19	85.85 day
Other- Premium SUV-Daily	20	106.05 day
Other- Intermediate SUV-Daily	21	55.55 day

Item Name	Product Code	UOM
Other- Compact SUV- Daily	22	49.49 day
Other- Luxury Car- Daily	23	95.95 day
Sedan- Economy- Weekly	24	242.40 Week
Sedan- Compact- Weekly	25	242.40 Week
Sedan- Intermediate- Weekly	26	242.40 Week
Sedan- Standard- Weekly	27	254.52 Week
Sedan- Full Size- Weekly	28	266.64 Week
Passenger Vans- Mini Van- Weekly	29	456.00 Week
Passenger Vans- 12 Passenger Van- Weekly	30	815.10 Week
SUV's- Mid/Standard SUV- Weekly	31	434.76 Week
SUV's- Full Size/Large SUV- Weekly	32	575.70 Week
Pick-Ups- Small Pick-Up Truck- Weekly	33	602.94 Week
Pick-Ups- Large Pick-Up Truck- Weekly	34	602.94 Week
Other- Premium- Weekly	35	557.52 Week
Other- Jeep/Crossover- Weekly	36	456.00 Week
Other- Convertible- Weekly	37	557.52 Week
Other- Intermediate Hybrid- Weekly	38	345.42 Week
Other- Full Size Hybrid- Weekly	39	357.54 Week
Other- 15 Passenger Van- Weekly	40	935.34 Week
Other- Electric Vehicles Sedan- Weekly	41	515.10 Week
Other- Premium SUV- Weekly	42	636.30 Week

Item Name	Product Code	UOM
Other- Intermediate SUV- Weekly	43	333.30 Week
Other- Compact SUV- Weekly	44	296.94 Week
Other- Luxury Car- Weekly	45	575.70 Week
Sedans- Economy- Monthly	46	969.60 Month
Sedans- Compact- Monthly	47	969.60 Month
Sedans- Intermediate- Monthly	48	969.60 Month
Sedans- Standard- Monthly	49	1,018.08 Month
Sedans- Full Size- Monthly	50	1,066.56 Month
Passenger Vans- Mini Van- Monthly	51	1,824.00 Month
Passenger Vans- 12 Passenger Van- Monthly	52	3,260.40 Month
SUV's- Mid/Standard SUV- Monthly	53	1,739.04 Month
SUV's- Full Size/Large SUV- Monthly	54	2,302.80 Month
Pick-Ups- Small Pick-Up Truck- Monthly	55	2,411.76 Month
Pick-Ups- Large Pick-Up Truck- Monthly	56	2,411.76 Month
Other-Premium- Monthly	57	2,230.08 Month
Other- Jeep/Crossover- Monthly	58	1,824.00 Month
Other- Convertible- Monthly	59	2,230.08 Month
Other- Intermediate Hybrid- Monthly	60	1,381.68 Month
Other- Full Size Hybrid- Monthly	61	1,430.16 Month
Other- 15 Passenger Van- Monthly	62	3,741.36 Month

Item Name	Product Code	UOM
Other- Electric Vehicles Sedan- Monthly	63	2,060.40 Month
Other- Premium SUV- Monthly	64	2,545.20 Month
Other- Intermediate SUV- Monthly	65	1,333.20 Month
Other- Compact SUV- Monthly	66	1,187.76 Month
Other- Luxury Car- Monthly	67	2,302.80 Month
Box Trucks (No Lift Gate)- 12 feet long, minimum 3,000 payload- Daily	68	92.72 day
Box Trucks (No Lift Gate)- 15 feet long, minimum 3,500 payload-Daily	69	101.35 day
Box Trucks (No Lift Gate) 16 feet long, minimum 3,500 payload- Daily	70	106.15 day
Box Trucks (No Lift Gate)- 20 feet long, minimum 9,000 payload- Daily	71	110.95 day
Box Trucks (No Lift Gate) 26 feet long, minimum 9,000 payload-Daily	72	119.58 day
Box Truck (With Lift Gate) 15 feet long, minimum 3,500 payload-Daily	73	106.15 day
Box Trucks (With Lift Gate) 16 feet long, minimum 3,500 payload-Daily	74	106.15 day
Box Trucks (With Lift Gate) 20 feet long, minimum 9,000 payload-Daily	75	110.95 day
Box Truck (With Lift Gate) 26 feet long, minimum 9,000 payload-Daily	76	119.58 day
Box Truck (No Lift Gate) 12 feet long, 3,000 payload-Weekly	77	556.31 Week

Item Name	Product Code	UOM
Box Truck (No Lift Gate) 15 feet long, minimum 3,500 payload-Weekly	78	608.12 Week
Box Truck (No Lift Gate) 16 feet long, minimum 3,500 payload- Weekly	79	636.91 Week
Box Truck (No Lift Gate) 20 feet long, minimum 9,000 payload-Weekly	80	665.69 Week
Box Truck (No Lift Gate) 26 feet long, minimum 9,000 payload-Weekly	81	717.50 Week
Box Truck (With Lift Gate) 15 feet long, minimum 3,500 payload-Weekly	82	636.91 Week
Box Truck (With Lift Gate) 16 feet long, minimum 3,500 payload-Weekly	83	636.91 Week
Box Truck (With Lift Gate) 20 feet long, minimum 9,000 payload-Weekly	84	665.69 Week
Box Truck (With Lift Gate) 26 feet long, minimum 9,000 payload-Weekly	85	717.50 Week
Box Truck (No Lift Gate) 12 feet long, minimum 3,000 payload-Monthly	86	2,225.23 Month
Box Truck (No lift gate) 15 feet long, minimum 3,500 payload-Monthly	87	2,432.48 Month
Box Truck (No Lift Gate) 16 feet long, minimum 3,500 payload-Monthly	88	2,547.62 Month
Box Truck (No Lift Gate) 20 feet long, minimum 9,000 payload-Monthly	89	2,662.76 Month
Box Truck (No lift gate) 26 feet long, minimum 9,000 payload-Monthly	90	2,870.02 Month
Box Truck (With Lift Gate) 15 feet long, minimum 3,500 payload-Monthly	91	2,547.62 Month

Item Name	Product Code	UOM
Box Truck (With Lift Gate) 16 feet long, minimum 3,500 payload-Monthly	92	2,547.62 Month
Box Truck (With lift gate) 20 feet long, minimum payload-Monthly	93	2,662.76 Month
Box Truck (With lift gate) 26 feet long, minimum payload 9,000-Monthly	94	2,870.02 Month
Heavy Duty Pick-Up Truck (3/4 ton)- Daily	95	100.29 day
Heavy Duty Pick-Up Truck (1 ton)- Daily	96	109.11 day
Standard Cargo Van-Daily	97	89.52 day
12 Foot Stake Bed Truck- Daily	98	110.95 day
Stake Class 4/5 Conventional Truck- Daily	99	110.95 day
16 Foot Stake Bed Truck- Daily	100	110.95 day

1 2 >



CAPITAL CONTRACT SUMMARY SHEET



AGENDA ITEM SUMMARY SHEET

Agenda of: March 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 - 132 East I-65 Service Road North to 104 East I-65 Service Road North

Amount of Contract:

\$22,230.00

Funding Source

General fund

ATTACHMENTS:

1. 20260220 JJ Agenda Package POs

REVIEWERS:

Donald Rose

James Barber

AGENDA ITEM SUMMARY SHEET

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

Agenda of: 3 March 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 - 132 East I-65 Service Road North to 104 East I-65 Service Road North
General fund

RESOLUTION ☒

ORDINANCE ☐

OTHER ☐

AMOUNT OF CONTRACT: \$22,230.00

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>8295</u>	2026	(2070) PUBLIC SERVICES ADMINISTRATION	STORM DRAINAGE VEGETATION AND DEBRIS REMOVAL – 132 EAST I-65 SERVICE ROAD NORTH TO 104 EAST I-65 SERVICE ROAD NORTH (PRICE BELOW BID REQUIREMENT; VENDOR ROTATION POOL)	\$22,230.00	<u>(298831) J J QUALITY HOMES LLC</u>

Adopted:

City Clerk

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00008295-00 FY 2026 Acct No: 1000.40.20.2070.2096.2070.0000.0000.42155. Review: Buyer: 9105paij Status: Approved
--	---

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Vendor
 J J QUALITY HOMES LLC
 358 MCMILLAN AVE

Ship To
 PUBLIC WORKS ADMIN.
 1900 HURTEL STREET
 BEFORE 2:30 P.M.
 MOBILE, AL 36605
 ASHLEY.ADAMS@CITYOFMOBILE.ORG

MOBILE, AL 36604
 US
 Tel#2517215800

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
02/19/26	298831				PUBLIC SERVICES ADMINISTRAT

LN	Description / Account	Qty	Unit Price	Net Price
001	2026 STORM DRAINAGE DITCH CLEANING PROJECT #VEG-2026-2070-36 132 E I-65 SERIVCE RD N TO 104 E I-65 SERVICE RD N Additional Description Notes DISTRICT 1	1.00 EACH	22230.00000	22230.00

1 1000.40.20.2070.2096.2070.0000.0000.42155. 22230.00

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 22230.00

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

Account	Amount	Remaining Budget
1000.40.20.2070.2096.2070.0000.0000.42155.		
STORMWATER EXP	22230.00	4553283.53
DITCH MAINTENANCE		

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00008295-00 FY 2026 Acct No: 1000.40.20.2070.2096.2070.0000.0000.42155. Review: Buyer: 9105paij Status: Approved
---	--

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Vendor
 J J QUALITY HOMES LLC
 358 MCMILLAN AVE

MOBILE, AL 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	Date Required	Ship Via	Terms	Department
02/19/26	298831				PUBLIC SERVICES ADMINISTRAT

LN Description / Account	Qty	Unit Price	Net Price
--------------------------	-----	------------	-----------

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

Activity	Date	Clerk	Comment
Approved	02/20/26	MATTHEW ANDERSON	Auto approved by: 910518787
Approved	02/20/26	SHONNDA SMITH	Auto approved by: 910518787
Approved	02/20/26	CHERI BOUCHER	
Approved	02/20/26	DONALD ROSE	Auto approved by: 9105paij
Approved	02/20/26	SANDRA LEWIS	Auto approved by: 9105paij
Approved	02/20/26	STEVEN KRONINGER	Auto approved by: 9105paij
Approved	02/20/26	SAMANTHA COOLEY	Auto approved by: 9105paij
Approved	02/20/26	JAMES NEESE	Auto approved by: 9105paij
Approved	02/20/26	PATRICIA KENNEDY-JONES	Auto approved by: 9105paij
Approved	02/20/26	REBECCA CRUMPLER	Auto approved by: 9105paij
Approved	02/20/26	ANNE FOLEY	Auto approved by: 9105paij
Approved	02/20/26	JOHN PAINE	

Authorized By: _____ Date: _____
 Signature

Company Name	Contact	Email Address	E-Verify	Insurance	COM BL	Vendor Number
A & D Cromwell Concrete	Anthony Cromwell	anthonymcromwell768@gmail.com	1768532	received	current	297588
Butler Company	James Butler	butler.servicesLLC@yahoo.com	1722021	Received	Current	297507
Gaines Utility	Jermaine Gaines	JERMAINEGAINES@GAINESUTILITY.COM	539447	Received	Current	295242
Godwin Land Solutions	Harris Godwin	GODWINLANDSOLUTIONS@GMAIL.COM	2923693	Received	Current	300080
H F Glaude	Jordan Glaude	H.FGLAUDECONSTRUCTION@GMAIL.COM	2928917	Received	Current	296705
Hughes 360	Ernest Hughes Jr.	HUGHES360SERVICES@GMAIL.COM	952551	Received	Current	297767
JJ Qualtiy Homes, LLC	Jerry Jones	MRJ.JONES251@GMAIL.COM	2925715	Received	Current	298831
Invasive Management	Hunter Lapointe	HUNTER@INVASIVEMANAGEMENT.COM	1421905	Received	Current	294197
Major League Landscape	Brandon Stokes	MAJORLEAGUELAND@YAHOO.COM	2926332	Received	Current	300091
Prime Professional Concrete	Micheal White	HOSEA_8668@YAHOO.COM	2383108	Received	Current	299670
TAG Homes	Thomas Galloway	TAGALLOWAY99@GMAIL.COM		Received	Current	300085
Safe Haven Co. LLC	Jaleen Hosea	HAVENHOSEA34@GMAIL.COM		Received GL onl	Current	300101
Scott Alan Construction	Matthew Stokes	MATTHEW@SCOTTALANCONSTRUCTION.COM	2546741	Received	Current	299758
Secure Land & Tree Southern	Brian Allen	SECURELANDTREE@YAHOO.COM	2924224	Received	Current	300087
Realty	Rashad Kiel	SOUTHERNREALTYMGMGROUP@GMAIL.COM	1650870	Received	Current	296787
Best Price Services LLC	Anthony Richardson	RichardsonAnthony45@gmail.com				



November 12, 2025

Project: 2026 Ditch Cleaning Program

Project Location: Various Locations

City of Mobile Public Works Department

The City of Mobile Public Works Department will hold a meeting with prospective contractors regarding its 2026 Ditch Cleaning Program. Contractors interested in participating in the program must be present on Monday, November 17, 2025, at the Levon C. Manzie Neighborhood Resource Center, 110 North Lafayette Street, at 3:00 p.m. The contractor must be present for the entire pre-meeting on November 17, 2025, to be eligible to participate in the program.

For more information, please contact Mr. Jason Donovan at (251) 208-1104 or by email at Jason.donovan@cityofmobile.org.



CITY OF MOBILE

REQUEST FOR QUOTE

___ - ___ - 2025

The City of Mobile will receive a Quote Proposal for the following Project:

Project Name: **[Street Name]**
2026 Storm Drainage Ditch Cleaning

Project Location: **[PROJECT LOCATION]**
Mobile, AL

Project Number: VEG-2026-2070-00

A Quote Proposal for the above referenced Project will be received until 11:30 a.m. on **[___ - ___ - 2025]** in the Public Services Department, 1900 Hurtel Street, Mobile, AL 36605. Quote Proposals may be submitted in person or mailed to the address indicated below. Quote Proposals will be reviewed by the Engineering Department and Public Services Department following the time established for receipt of the Quote Proposal.

All Quote Proposals should be placed in a sealed envelope with company's name and address in the top left-hand corner. The envelope should be addressed to the following:

**City of Mobile
ATTN: Jason Donovan
Public Services Department
1900 Hurtel Street
Mobile, Alabama 36605
2026 Storm Water Drainage Ditch Cleaning - Quote Proposal
Project No.: VEG-2026-2070-00**

For questions please contact: Jason Donovan (251) 421-6689 Jason.donovan@cityofmobile.org
Travis Dunn (251) 721-2994 travis.dunn@cityofmobile.org

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ITEM I

DEFINITIONS

The following terms and their definitions shall apply:

AGREEMENT - Whenever the word "AGREEMENT" is used it shall be held to mean the signed documents comprising this written Request for Quote from the Contractor and executed by the City of Mobile, setting forth the obligations of the parties hereunder for the performance of the prescribed work. The Agreement includes the Definitions, Instructions to Contractors, Quote Proposal, Contract Forms and Contract Bonds, Specifications, Supplemental Specifications, Special Provisions, General and Detailed Plans, Construction Details, Articles of Agreement, 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.

ALDOT - State of Alabama Department of Transportation

CITY - City of Mobile, Alabama

CONTRACT - Whenever the word "CONTRACT" is used it shall be held to mean this "AGREEMENT" comprising this written Request for Quote from the Contractor and executed by the City of Mobile and any and all exhibits and attachments, setting forth the obligations of the parties hereunder for the performance of the prescribed work.

CONTRACTOR - An individual, corporation, partnership, or other entity submitting a Quote Proposal and selected to perform any or all construction services.

INSPECTOR - An authorized representative of the CITY, assigned to make inspections of the PROJECT.

PROJECT – 2026 Storm Drainage Ditch Cleaning (**Location**), City of Mobile Public Services
Project No: VEG-2026-2070-00. This is for mowing and removing vegetation from various types of storm drainage ditches (See Exhibit A for locations.)

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.

MUTCD - Manual on Uniform Traffic Control Devices for Streets and Highways, latest edition

WORK – All of the activities required of the Contractor to perform the requirements of this Agreement in full.

QUOTE – The total cost for the Contractor to perform all work for the referenced Project in the Quote Proposal. The Quote is a stipulated sum provided by the Contractor to provide all work in full.

QUOTE PROPOSAL – The portion of this Agreement located in Item IV, including the total cost Quote for the Project.

PUBLIC SERVICES (PS) REPRESENTATIVE – An authorized representative of the city of mobile public services Dept. Authorized by the public services project manager.

ITEM II
INSTRUCTIONS TO CONTRACTORS

The service, term, location, and lump sum cost of the work are as set out in the Request for Quote.

Examination of Documents and Site: Before submitting a Quote Proposal, the Contractor shall carefully examine this Request for Quote, visit the site of the Work, fully inform themselves as to existing conditions and limitations, and include in the Quote Proposal a sum to cover the cost of all items required to perform the work in full. **The submission of the Quote Proposal will be considered as conclusive evidence that the Contractor has made such examination.**

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.

Requests for information (RFI's) shall be submitted in writing to the Public Services Project Manager no later than three (3) business days prior to the Quote Proposal Submittal date. Responses shall be in the form of a written Addendum and issued to all Contractors. Receipt of all addenda shall be acknowledged by all Contractors in the Request for Quote package. **Failure to acknowledge Addenda may result in disqualification of the Quote Proposal.**

All papers attached hereto in the Request for Quote Package shall be returned with the Quote Proposal Sheets attached.

This IS a tax-exempt project. Quote Proposals shall EXCLUDE all applicable sales and use taxes.

A City of Mobile Business License is required. It shall be current at the time of submitting a Quote Proposal and throughout the Agreement period.

The Contractor must be registered with the City of Mobile as a vendor. Registration can be found at: **<https://mobileselfservice.tylertech.com/Vendors/Registration/Default.aspx>**

The Contractor shall submit to the City of Mobile the following documents with the project Quote Proposal:

1. The ENTIRE Quote Proposal Package
2. Certificate of Insurance along with ALL endorsements in accordance with City of Mobile Insurance Requirements as described in Item V (Example in Exhibit B)
3. Proof of enrollment in the Federal E-Verify program (Exhibit C)

4. A Company W-9 Tax Form and Vendor Information Form (if not currently on file with the City of Mobile)
5. Accounting of Sales Tax Form (Item IX)

After the Quote Package has been approved by the City, a Purchase Order (PO) will be issued to the Contractor. Under no circumstances shall any work be performed prior to the issuance of the PO. **Once the PO is received, the Contractor shall contact the Public Services Project Manager (Jason Donovan) at 251-421-6689 or Jason.donovan@cityofmobile.org as well as Travis Dunn at (251) 721-2994 or travis.dunn@cityofmobile.gov in order to confirm the construction start date in writing.**

ITEM III
PROJECT SCOPE

Contractor shall exercise caution when performing work. Proper equipment shall be utilized as to not damage improved ditch sections (concrete ditch sections, gabion basket ditches, etc.). Contractor shall be responsible for repairing damages caused to ditch sections due to contractor negligence or improper use of equipment, at no cost to the City.

If ditches are overrun by vegetation, with no clearly established channel limits, a PS Representative will define the main flow line. The Contractor shall clear the vegetation within five (5) feet on each side of the flow line.

VEGETATION REMOVAL:

Contractor is responsible for the removal of living and dead vegetation within five (5) horizontal feet beyond the top of the ditch bank (see Typical Profiles on following pages) all work shall be done inside the existing easement. Nothing outside these boundaries is to be cut or removed by the Contractor unless otherwise approved or directed by the PS Representative. If unsure of the area, Contractor shall contact the PS Representative for clarification. Overhanging vegetation above ditches shall be cleared up to at least five feet from the bottom of the ditch. Ditches that are deeper than five feet shall be cleared of overhanging vegetation to the top edge of the ditch. The grass and vegetation shall be mowed to a height of 4" to 6". The contractor is responsible for trimming around concrete head walls and should be able to do so from the top of the ditch. Where work is conducted near a Right of Way, no vegetative debris will remain in the concrete or pavement area of the Right of Way after the work is completed or as directed by the P.S. representative. In the areas where the slope of an earthen ditch bank is greater than 1:1, the vegetation will be trimmed by the contractor up to and even with the top of the bank.

FIELD DOCUMENTATION:

The following documentation will be required to be maintained by the contractor:

1. Photos of the ditches, before and after vegetation removal.
2. Document, report, and photograph all ditch damage (ex. Concrete, Gabion, Washout ...), before and after vegetation removal.

ADDITIONAL REQUIREMENTS:

Prior to the start of construction, Contractors may be required to show in writing how they will accomplish their proposed bid.

ITEM IV
QUOTE PROPOSAL

Scope of Work:

Work to be performed by Contractor under this Agreement shall consist of furnishing all labor, materials, insurance, tools, supplies and equipment necessary to provide comprehensive ditch vegetation removal services as described below.

Removal of living and dead vegetation within the ditch and five (5) horizontal feet beyond the top of the ditch bank at [DITCH LOCATION], as shown in Exhibit A. Enclosed herein, the City has estimated the general location and total linear feet (LF) of ditch segments included in this project. Actual Field Conditions may vary. Contractor will provide unit and extended unit prices on the Quote Proposal Sheets. The total price quote based on the government estimated quantities will be used to set the price for award. Contractor will be required to document materials used when invoicing the city. Contractor will be paid the lump sum total price at the completion of the project, unless otherwise agreed to due to project size and complexity. If there is any work for which no pay item is provided, the cost will be considered incidental to the Project.

Company Name (Print):

Company Address:

City: _____ **State:** _____ **Zip Code:**

Owner Name (Print):

Owner Signature: _____ **Date:**

**Please complete and return with your Request for Quote package.
Also, attach Contractor's proof of insurance, and other items as listed in Item II.**

Quote Proposal sheet

City of Mobile

Public Services
Department

Location: [Approximate ditch location]

Quote Due By: [Date]

Project No: VEG-2026-2070-00

District: #

Description: Removal of all vegetation within the ditch and five horizontal feet of the top beyond the ditch bank.

Vegetation Removal

DESCRIPTION	QTY	UNIT	UNIT PRICE	UNIT PRICE (WRITTEN IN WORDS)	TOTAL QUOTE
Removal of all vegetation within the ditch and five horizontal feet of the top beyond the ditch bank.		LF		 _____DOLLARS _____CENTS	

Total quote (written in words):

Number of working days to complete: 14

ITEM V

CERTIFICATE OF CONTRACTOR'S INSURANCE

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.

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 name the City of Mobile as an additional insured***, and shall attach to this Agreement, as proof thereof and as, a certificate of insurance(s) issued by an agent licensed and qualified to do business in the State of Alabama, stating the following:

The City of Mobile, its employees, agents, and all other indemnified parties shall be named as additional insureds on a primary and non-contributory basis for General Liability (including ongoing and completed operations), Automobile Liability, and Umbrella Liability, where required by written contract. A waiver of subrogation in favor of these parties shall apply to General Liability, Automobile Liability, Umbrella Liability, and Workers' Compensation, where required by written contract. The Workers' Compensation policy shall include an Alternate Employer Endorsement and shall provide thirty (30) days' prior written notice of cancellation, where required by written contract.

- 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

If the certificate of insurance referenced in this Agreement does not evidence insurance of owned vehicles, said certificate and this sentence shall evidence the Contractor's covenant that it does not own any vehicles and that it will not purchase or obtain any vehicles during the term of this Agreement. Said certificate shall require that said insurance coverage will not be altered or terminated unless the City shall have been given written notice of such alteration or termination delivered to the City not less than thirty (30) days before the effective date of such alteration or termination.

ITEM VI
SPECIAL PROVISIONS

1. Coordinate all work with the Program Manager of the City of Mobile Public Services Department. All Work shall be scheduled to minimize the disturbance and interruption of the flow of traffic and the public.

If needed (when working in the roadway or performing any activities that will affect traffic), the Contractor shall be required to submit a plan for traffic control to the City Traffic Engineer for approval prior to beginning construction. The Traffic Control Plan must be submitted at least two full working days prior to proceeding. Contractor shall assist motorists using paddles or flagging per the Manual on Uniform Traffic Control Devices for Streets and Highways (MUTCD) guidelines. See Exhibit E for additional information.

2. For all work performed under this Agreement, the Contractor shall use only skilled laborers. Laborers shall be properly supervised.
3. The City shall not prohibit the Contractor from performing the work described herein during a normal workday. For this provision a “normal workday” is defined as any business day between the hours of 7:30 a.m. and 5:00 p.m.
4. The Contractor shall ensure that the jobsite is clear and clean of debris at the end of each workday and at the completion of the project.
5. Contractor shall obtain, at its own expense, all necessary professional licenses, permits, insurance, authorization, and assurances necessary to abide by the terms of this Agreement.
6. Payment for any work incidental to the completion of this contract, for which no item was set up, shall be considered incidental to the project.

ITEM VII
ARTICLES OF AGREEMENT

ENTIRE AGREEMENT:

1. 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.

NO AGENCY RELATIONSHIP CREATED:

2. Contractor, in the performance of its operations and obligations hereunder, shall not be deemed to be an 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 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.

ASSERTION OF RIGHTS:

3. Failure by the City to assert a right or remedy shall not be construed as a waiver of that right or remedy.

NON-FUNDING CLAUSE:

4. The City of Mobile will have the right to terminate this Agreement at no additional cost and with no penalty whatsoever by giving thirty (30) days prior written notice documenting the lack of funding. The City will use reasonable efforts to ensure appropriated funds are available.

BREACH OF AGREEMENT:

5. In the event of any breach or apparent breach by Contractor of any of its obligations under the terms of this Agreement, the City has the right to terminate the Agreement and pay only for work successfully performed. In the further event that City shall engage the services of any attorney to protect or to enforce its rights with respect to said breach or apparent breach, then and in those events, Contractor agrees to pay and to reimburse any and all reasonable attorneys' fees and expenses which City may incur with respect to City's enforcement of this Agreement; regardless of whether said attorneys' fees and costs shall be incurred in connection with any litigation or in connection merely with advice and representation provided without litigation.

TERMINATION:

6. The City or Contractor may terminate the Agreement upon thirty (30) days written notice. The City shall pay only for work executed and proven loss with respect to materials, equipment, tools and reasonable overhead. The City shall not be liable

for payment to the Contractor for lost profit or damages, as the result of its termination of the Agreement.

Notice from the City shall be mailed to the address provided by the Contractor on this form. Notice to the City shall be addressed to ATTN: Jason Donovan, Public Services Program Manager, City of Mobile Public Services Department, 1900 Hurtel Street, Mobile, AL 36605.

AUTHORITY OF INSPECTORS:

7. The CITY may appoint such inspectors, assistants, or representatives as it 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.

PAYMENT:

8. The City will pay the Contractor for actual work performed in accordance with the following:
 - Payment will be made upon the satisfactory inspection, completion, and acceptance of the work as specified and verified by written statement from the City.
 - Payment will be based upon the total lump sum quoted price for the completed project, not based on unit prices.
 - An original signed invoice shall be submitted to the Public Services Department Program Manager for review and approval. This invoice shall be marked "FINAL ESTIMATE". It shall be emailed to travis.dunn@cityofmobile.gov (251-721-2994) **AND** Jason.donovan@cityofmobile.org (251-421-6689), and a hard copy should also be mailed to:

City of Mobile
Public Services Maintenance
Attn. Jason Donovan
Program Manager
1900 Hurtel Street
Mobile, Alabama 36605

NOTICES:

9. Notice for the City shall be mailed to:

City of Mobile
Public Services Maintenance
Attn. Jason Donovan,
Program Manager
1900 Hurtel Street
Mobile, Alabama 36605

EQUAL OPPORTUNITY:

10. The City of Mobile, Alabama is an Equal Opportunity Employer and requires that all Service Contractors comply with the Equal Employment Opportunity laws and the provisions of the Project Documents in this regard.

The City of Mobile also encourages and supports the utilization of Minority Business Enterprises on this and all other publicly solicited Quote Proposals.

COMPLIANCE WITH ALABAMA IMMIGRATION LAW:

11. By signing this Agreement, 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 agrees that he/she shall comply with all the requirements of the Beason-Hammond Alabama Taxpayer and Citizen Protection Act, Act No. 2011-535, Alabama Code (1975) Section 31-13.1, et, seq., as amended by Act No. 2012-4-91. Compliance shall be evidenced by verification of enrollment in the E-Verify Program and documentation of enrollment shall be attached to this Agreement in Exhibit C and incorporated herein by reference.

BOYCOTT:

12. By signing this Quote Proposal, 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:

13. 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 this Agreement be awarded to socially and economically disadvantaged individuals and business entities.

GOVERNING LAW AND VENUE:

14. 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.

ITEM VIII
SUPPLEMENTAL SPECIFICATIONS

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 signpost 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 included in the project lump sum 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.

ITEM IX
REGULATORY REQUIREMENTS AND TAX EXEMPTIONS

A. DESCRIPTION OF REQUIREMENTS

1. This project is being quoted 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 on the Accounting of Sales Tax Form attached herein, in addition to filings and reports required by the Alabama Department of Revenue during the course of the project.
2. The Quote Proposal 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 Request for Proposal Package; 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 Documents including, in part, "Instructions to Contractors" and "Special Provisions". 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 Quote Proposal for the Work. No additional amount shall be added to the Agreement 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 Quote Proposal.

ACCOUNTING OF SALES TAX FORM

To: City of Mobile

Date:

Name of Project: [Street Name]
2026 Storm Drainage Ditch Cleaning

Project Number: VEG-2026-2070-00

SALES TAX ACCOUNTING

Pursuant to Act 2021-372, the Contractor accounts for the sales tax NOT included in the Quote Proposal form as follows:

BASE QUOTE

ESTIMATED SALES TAX AMOUNT

\$

\$

Failure to provide an accounting of sales tax shall render the Quote Proposal non-responsive. Other than determining responsiveness, sales tax accounting shall not affect the Quote pricing nor be considered in the determination of a responsible and responsive Quote.

Legal Name of Contractor _____

Mailing Address _____

***By (Legal Signature)** _____

***Name (type or print)** _____ (Seal)

***Title** _____

Telephone Number _____

EXHIBIT A
LOCATION MAP(S) AND PHOTOS

Location Map

Location Photo	Location Photo
Location Photo	Location Photo

EXHIBIT B
CONTRACTORS INSURANCE
CERTIFICATION



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	NAIC #
INSURED	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	ADDITIONAL INSURED	INSURANCE	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE
	☐ CLAIMS-MADE ☐ OCCUR						PERMITS TO RENTED
							RENTED (EA OCCURRENCE)
							MED. EXP (Any one person)
							PERSONAL & ADV INJURY
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE
	☐ POLICY ☐ PROJECT ☐ LOC						PRODUCTS - COM/PROP AGG
	OTHER:						
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (EA accident)
	☐ ANY AUTO						BODILY INJURY (Per person)
	☐ OWNED AUTOS ONLY	☐ SCHEDULED AUTOS					BODILY INJURY (Per accident)
	☐ HIRED AUTOS ONLY	☐ NON-OWNED AUTOS ONLY					PROPERTY DAMAGE (Per accident)
	UMBRELLA LIAB	☐ OCCUR					EACH OCCURRENCE
	EXCESS LIAB	☐ CLAIMS-MADE					AGGREGATE
	DED ☐ RETENTION \$						
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	☐ Y/N	N/A				PER STATUTE ☐ OTHER ☐
	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)

INSERT 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

ACORD 25 (2016/03)

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EXHIBIT C
E-VERIFY AFFIDAVIT

STATE OF ALABAMA
COUNTY OF MOBILE

AFFIDAVIT OF VENDOR / CONTRACTOR

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

President/CEO of: _____

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 _____ for _____ 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 _____ is enrolled in the E-Verify program.
The Company ID Number in the E-Verify program is as follows:

CEO of _____

Sworn to and subscribed before me this the _____ day of _____, 20____.

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

EXHIBIT D
RIGHT OF ENTRY AGREEMENT

RIGHT OF ENTRY AGREEMENT

This Right of Entry, ("Agreement") is entered into and effective as of the ____ day of _____ 20__ , by and between the City of Mobile, Alabama, a municipal corporation organized and existing under the laws of the State of Alabama (hereinafter, "City"), and:

Property Owner(s):

Mailing Address:

Property Address (if different):

(collectively referred to as "Owner").

RECITALS

WHEREAS, Owner is the lawful owner or authorized representative of the real property located at the address stated above ("the Premises"); and

WHEREAS the City has requested access to the Premises for the limited purpose of performing or facilitating the following work or activity:

Inspection, mowing, trimming, and removal of vegetation and debris within existing storm drainage ditches and easements, including associated documentation and incidental maintenance activities; and

WHEREAS Owner is willing to grant the City temporary access to the Premises subject to the terms and conditions set forth below.

AGREEMENT

1. Right of Entry.

The Owner hereby grants the City, its officers, employees, contractors, and authorized agents the right to enter the Premises at reasonable times for the limited purpose described above, including bringing personnel, vehicles, and equipment as necessary. This right shall extend only for the duration reasonably necessary to complete the activity described and shall not create or imply any permanent interest or easement in the Premises.

The work will be done in an orderly manner, and any property disturbed by the City will be returned to a condition substantially the same as it was on the date entry was granted upon the above-described property.

2. No Compensation.

Owner acknowledges and agrees that no compensation will be provided by the City in connection with the entry, inspection, or work performed unless otherwise agreed to in writing by the parties.

3. Entire Agreement.

This Agreement represents the entire agreement between the parties regarding the matters described herein and supersedes any prior oral or written understandings. No amendment or modification shall be valid unless in writing and signed by both parties.

4. Governing Law and Venue.

This Agreement shall be governed by the laws of the State of Alabama. Any dispute shall be resolved exclusively in the state or federal courts located in Mobile County, Alabama.

5. Binding Effect.

This Agreement shall be binding upon and inure to the benefit of the parties, their heirs, legal representatives, successors, and assigns.

6. Photographic Documentation.

The City may take photographs or videos of the Premises during its access solely for documentation and public record purposes. Such materials may be retained and used by the City as needed, subject to applicable public records laws.

7. Records and Public Disclosure.

This Agreement and any records created in connection with the work may be subject to public disclosure in accordance with Alabama law, including the Alabama Open Records Act.

8. Emergency Access Carve-Out.

Nothing in this Agreement shall be construed to limit the City's right to enter the Premises without consent in cases of emergency or as otherwise authorized by law.

9. Environmental Conditions.

The City shall have no responsibility for pre-existing environmental conditions or contamination on the Premises. If environmental concerns are discovered during the work, the City may suspend activity until further evaluation is conducted.

10. Assumption of Risk.

Owner acknowledges that certain activities may pose inherent risks, including temporary disruption of access or minor damage to landscaping or surface features. Owner accepts such risks as reasonably incidental to the limited work authorized herein.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first above written.

OWNER(S):

Signature:

Signature:

Print Name:

Print Name:

Date:

Date:

WITNESSED BY:

Signature:

Signature:

Print Name:

Print Name:

Address:

Address:

Date:

Date:

CITY OF MOBILE, ALABAMA

By:

Name:

Title:

Date:

EXHIBIT E
TRAFFIC CONTROL INFORMATION

Traffic Control Information

The Contractor shall be prepared to assist motorists with flagging operations per MUTCD guidelines, as required. Be aware that if work is being performed close to the roadway, but not actually in the road, that some flagging operations may be needed. This may be the case if motorists' line of sight is blocked due to equipment and/or concrete trucks.

If any construction activities will be performed in the roadway or will affect traffic, a Traffic Control Plan must be submitted by the Contractor to Butch Ladner in the City of Mobile Traffic Engineering Department at least two full working days prior to initiating work. The Traffic Control Plan must show site specific conditions including any cross streets and driveways that are within the traffic control zone. Butch Ladner may be contacted at (251) 208-2972 for questions, assistance, or to discuss traffic control requirements.

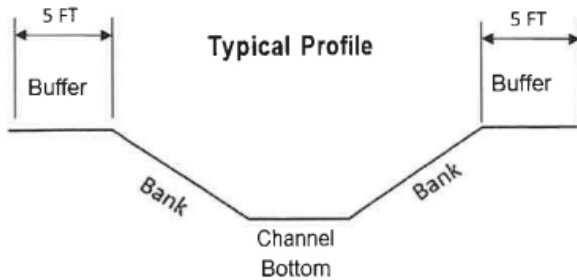
The MUTCD can be found at https://mutcd.fhwa.dot.gov/kno_2009r1r2.htm.

If you are unfamiliar with MUTCD requirements, a local traffic control contractor may be of assistance in preparing a traffic control plan or renting equipment.

EXHIBIT F
DITCH MAINTENCE STANDARDS

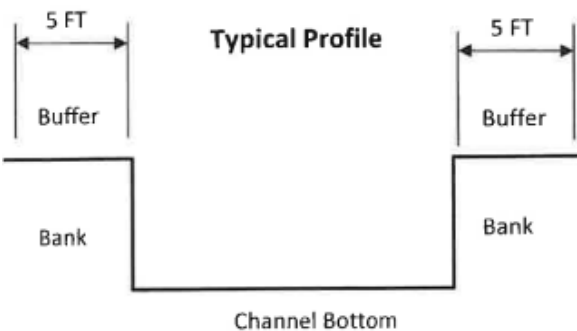
Ditch Maintenance Standards

Trapezoidal Ditch Maintenance Standards



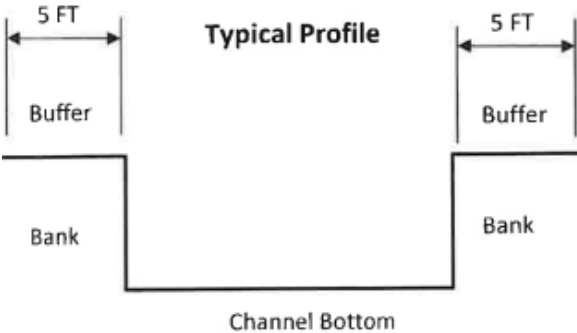
Note: This profile represents a typical concrete trapezoidal ditch. Depth, bank slope and buffer area varies.

Concrete Rectangular Ditch Maintenance Standards



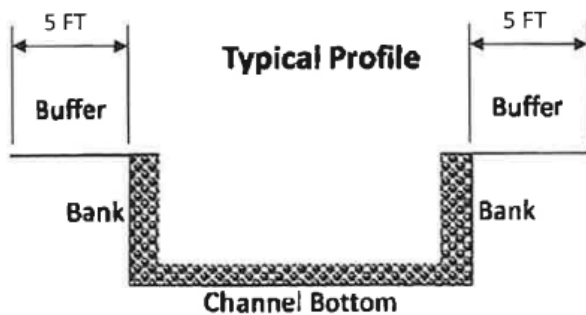
Note: This profile represents a typical rectangular concrete ditch. Depth and buffer area varies.

Concrete Rectangular Ditch Maintenance Standards



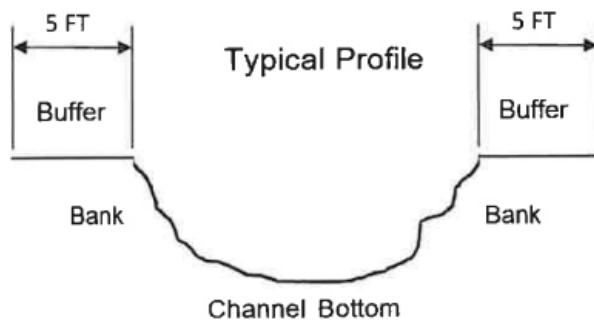
Note: This profile represents a typical rectangular concrete ditch. Depth and buffer area varies.

Gabion Ditch Maintenance Standards



Note: This profile represents a typical Gabion ditch. Depth and buffer area varies.

Earthen Ditch Maintenance Standards



Note: This profile represents a typical Earthen ditch. Depth and buffer area varies.



CAPITAL CONTRACT SUMMARY SHEET



AGENDA ITEM SUMMARY SHEET

Agenda of: March 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 Major League Landscaping LLC for storm drainage vegetation and debris removal - 38 Westhaven Drive South to 5913 Westhaven Drive South

Amount of Contract:

\$18,771.95

Funding Source

General fund

ATTACHMENTS:

1. 20260224 Major Agenda Package POs

REVIEWERS:

Donald Rose

James Barber

AGENDA ITEM SUMMARY SHEET

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

Agenda of: 3 March 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 Major League Landscaping LLC

PURPOSE & SCOPE OF PROJECT:

To approve issuance of purchase order to Major League Landscaping LLC for storm drainage
vegetation and debris removal - 38 Westhaven Drive South to 5913 Westhaven Drive South
General fund

RESOLUTION ☒

ORDINANCE ☐

OTHER ☐

AMOUNT OF CONTRACT: \$18,771.95

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>8447</u>	2026	(2070) PUBLIC SERVICES ADMINISTRATION	STORM DRAINAGE VEGETATION AND DEBRIS REMOVAL – 38 WESTHAVEN DRIVE SOUTH TO 5913 WESTHAVEN DRIVE SOUTH (PRICE BELOW BID REQUIREMENT; VENDOR ROTATION POOL)	\$18,771.95	(300091) MAJOR <u>LEAGUE</u> <u>LANDSCAPING</u> <u>LLC</u>

Adopted:

City Clerk

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00008447-00 FY 2026 Acct No: 1000.40.20.2070.2096.2070.0000.0000.42155. Review: Buyer: Status: Approved	Page 1
--	--	--------

Vendor MAJOR LEAGUE LANDSCAPING LLC 7370 BORDER CIRCLE N MOBILE, AL 36608 Tel#251-404-3779	Ship To PUBLIC WORKS ADMIN. 1900 HURTEL STREET BEFORE 2:30 P.M. MOBILE, AL 36605 ASHLEY.ADAMS@CITYOFMOBILE.ORG
--	---

Deliver To
 PUBLIC WORKS ADMIN.
 1900 HURTEL STREET
 BEFORE 2:30 P.M.
 MOBILE, AL 36605

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
02/23/26	300091				PUBLIC SERVICES ADMINISTRAT

LN	Description / Account	Qty	Unit Price	Net Price
001	2026 STORM DRAINAGE DITCH CLEANING PROJECT #VEG-2026-2070-38 WESTHAVEN DR S TO 5913 WESTHAVEN DR S Additional Description Notes DISTRICT 7	1.00 EACH	18771.95000	18771.95

1 1000.40.20.2070.2096.2070.0000.0000.42155. 18771.95

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 18771.95

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

Account	Amount	Remaining Budget
1000.40.20.2070.2096.2070.0000.0000.42155.	18771.95	4498767.18
STORMWATER EXP	DITCH MAINTENANCE	

Company Name	Contact	Email Address	E-Verify	Insurance	COM BL	Vendor Number
A & D Cromwell Concrete	Anthony Cromwell	anthonycromwell768@gmail.com	1768532	received	current	297588
Butler Company	James Butler	butler.servicesLLC@yahoo.com	1722021	Received	Current	297507
Gaines Utility	Jermaine Gaines	JERMAINEGAINES@GAINESUTILITY.COM	539447	Received	Current	295242
Godwin Land Solutions	Harris Godwin	GODWINLANDSOLUTIONS@GMAIL.COM	2923693	Received	Current	300080
H F Glaude	Jordan Glaude	H.FGLAUDECONSTRUCTION@GMAIL.COM	2928917	Received	Current	296705
Hughes 360	Ernest Hughes Jr.	HUGHES360SERVICES@GMAIL.COM	952551	Received	Current	297767
JJ Qualtiy Homes, LLC	Jerry Jones	MRJ.JONES251@GMAIL.COM	2925715	Received	Current	298831
Invasive Management	Hunter Lapointe	HUNTER@INVASIVEMANAGEMENT.COM	1421905	Received	Current	294197
Major League Landscape	Brandon Stokes	MAJORLEAGUELAND@YAHOO.COM	2926332	Received	Current	300091
Prime Professional Concrete	Micheal White	HOSEA_8668@YAHOO.COM	2383108	Received	Current	299670
TAG Homes	Thomas Galloway	TAGALLOWAY99@GMAIL.COM		Received	Current	300085
Safe Haven Co. LLC	Jaleen Hosea	HAVENHOSEA34@GMAIL.COM		Received GL onl	Current	300101
Scott Alan Construction	Matthew Stokes	MATTHEW@SCOTTALANCONSTRUCTION.COM	2546741	Received	Current	299758
Secure Land & Tree Southern	Brian Allen	SECURELANDTREE@YAHOO.COM	2924224	Received	Current	300087
Realty	Rashad Kiel	SOUTHERNREALTYMGMGROUP@GMAIL.COM	1650870	Received	Current	296787
Best Price Services LLC	Anthony Richardson	RichardsonAnthony45@gmail.com				



November 12, 2025

Project: 2026 Ditch Cleaning Program

Project Location: Various Locations

City of Mobile Public Works Department

The City of Mobile Public Works Department will hold a meeting with prospective contractors regarding its 2026 Ditch Cleaning Program. Contractors interested in participating in the program must be present on Monday, November 17, 2025, at the Levon C. Manzie Neighborhood Resource Center, 110 North Lafayette Street, at 3:00 p.m. The contractor must be present for the entire pre-meeting on November 17, 2025, to be eligible to participate in the program.

For more information, please contact Mr. Jason Donovan at (251) 208-1104 or by email at Jason.donovan@cityofmobile.org.



CITY OF MOBILE

REQUEST FOR QUOTE

__ - __ - 2025

The City of Mobile will receive a Quote Proposal for the following Project:

Project Name: **[Street Name]**
2026 Storm Drainage Ditch Cleaning

Project Location: **[PROJECT LOCATION]**
Mobile, AL

Project Number: **VEG-2026-2070-00**

A Quote Proposal for the above referenced Project will be received until 11:30 a.m. on **[__ - __ - 2025]** in the Public Services Department, 1900 Hurtel Street, Mobile, AL 36605. Quote Proposals may be submitted in person or mailed to the address indicated below. Quote Proposals will be reviewed by the Engineering Department and Public Services Department following the time established for receipt of the Quote Proposal.

All Quote Proposals should be placed in a sealed envelope with company's name and address in the top left-hand corner. The envelope should be addressed to the following:

**City of Mobile
ATTN: Jason Donovan
Public Services Department
1900 Hurtel Street
Mobile, Alabama 36605
2026 Storm Water Drainage Ditch Cleaning - Quote Proposal
Project No.: VEG-2026-2070-00**

For questions please contact: Jason Donovan (251) 421-6689 Jason.donovan@cityofmobile.org
Travis Dunn (251) 721-2994 travis.dunn@cityofmobile.org

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ITEM I

DEFINITIONS

The following terms and their definitions shall apply:

AGREEMENT - Whenever the word "AGREEMENT" is used it shall be held to mean the signed documents comprising this written Request for Quote from the Contractor and executed by the City of Mobile, setting forth the obligations of the parties hereunder for the performance of the prescribed work. The Agreement includes the Definitions, Instructions to Contractors, Quote Proposal, Contract Forms and Contract Bonds, Specifications, Supplemental Specifications, Special Provisions, General and Detailed Plans, Construction Details, Articles of Agreement, 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.

ALDOT - State of Alabama Department of Transportation

CITY - City of Mobile, Alabama

CONTRACT - Whenever the word "CONTRACT" is used it shall be held to mean this "AGREEMENT" comprising this written Request for Quote from the Contractor and executed by the City of Mobile and any and all exhibits and attachments, setting forth the obligations of the parties hereunder for the performance of the prescribed work.

CONTRACTOR - An individual, corporation, partnership, or other entity submitting a Quote Proposal and selected to perform any or all construction services.

INSPECTOR - An authorized representative of the CITY, assigned to make inspections of the PROJECT.

PROJECT – 2026 Storm Drainage Ditch Cleaning (**Location**), City of Mobile Public Services
Project No: VEG-2026-2070-00. This is for mowing and removing vegetation from various types of storm drainage ditches (See Exhibit A for locations.)

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.

MUTCD - Manual on Uniform Traffic Control Devices for Streets and Highways, latest edition

WORK – All of the activities required of the Contractor to perform the requirements of this Agreement in full.

QUOTE – The total cost for the Contractor to perform all work for the referenced Project in the Quote Proposal. The Quote is a stipulated sum provided by the Contractor to provide all work in full.

QUOTE PROPOSAL – The portion of this Agreement located in Item IV, including the total cost Quote for the Project.

PUBLIC SERVICES (PS) REPRESENTATIVE – An authorized representative of the city of mobile public services Dept. Authorized by the public services project manager.

ITEM II
INSTRUCTIONS TO CONTRACTORS

The service, term, location, and lump sum cost of the work are as set out in the Request for Quote.

Examination of Documents and Site: Before submitting a Quote Proposal, the Contractor shall carefully examine this Request for Quote, visit the site of the Work, fully inform themselves as to existing conditions and limitations, and include in the Quote Proposal a sum to cover the cost of all items required to perform the work in full. **The submission of the Quote Proposal will be considered as conclusive evidence that the Contractor has made such examination.**

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.

Requests for information (RFI's) shall be submitted in writing to the Public Services Project Manager no later than three (3) business days prior to the Quote Proposal Submittal date. Responses shall be in the form of a written Addendum and issued to all Contractors. Receipt of all addenda shall be acknowledged by all Contractors in the Request for Quote package. **Failure to acknowledge Addenda may result in disqualification of the Quote Proposal.**

All papers attached hereto in the Request for Quote Package shall be returned with the Quote Proposal Sheets attached.

This IS a tax-exempt project. Quote Proposals shall EXCLUDE all applicable sales and use taxes.

A City of Mobile Business License is required. It shall be current at the time of submitting a Quote Proposal and throughout the Agreement period.

The Contractor must be registered with the City of Mobile as a vendor. Registration can be found at: **<https://mobileselfservice.tylertech.com/Vendors/Registration/Default.aspx>**

The Contractor shall submit to the City of Mobile the following documents with the project Quote Proposal:

1. The ENTIRE Quote Proposal Package
2. Certificate of Insurance along with ALL endorsements in accordance with City of Mobile Insurance Requirements as described in Item V (Example in Exhibit B)
3. Proof of enrollment in the Federal E-Verify program (Exhibit C)

4. A Company W-9 Tax Form and Vendor Information Form (if not currently on file with the City of Mobile)
5. Accounting of Sales Tax Form (Item IX)

After the Quote Package has been approved by the City, a Purchase Order (PO) will be issued to the Contractor. Under no circumstances shall any work be performed prior to the issuance of the PO. **Once the PO is received, the Contractor shall contact the Public Services Project Manager (Jason Donovan) at 251-421-6689 or Jason.donovan@cityofmobile.org as well as Travis Dunn at (251) 721-2994 or travis.dunn@cityofmobile.gov in order to confirm the construction start date in writing.**

ITEM III
PROJECT SCOPE

Contractor shall exercise caution when performing work. Proper equipment shall be utilized as to not damage improved ditch sections (concrete ditch sections, gabion basket ditches, etc.). Contractor shall be responsible for repairing damages caused to ditch sections due to contractor negligence or improper use of equipment, at no cost to the City.

If ditches are overrun by vegetation, with no clearly established channel limits, a PS Representative will define the main flow line. The Contractor shall clear the vegetation within five (5) feet on each side of the flow line.

VEGETATION REMOVAL:

Contractor is responsible for the removal of living and dead vegetation within five (5) horizontal feet beyond the top of the ditch bank (see Typical Profiles on following pages) all work shall be done inside the existing easement. Nothing outside these boundaries is to be cut or removed by the Contractor unless otherwise approved or directed by the PS Representative. If unsure of the area, Contractor shall contact the PS Representative for clarification. Overhanging vegetation above ditches shall be cleared up to at least five feet from the bottom of the ditch. Ditches that are deeper than five feet shall be cleared of overhanging vegetation to the top edge of the ditch. The grass and vegetation shall be mowed to a height of 4" to 6". The contractor is responsible for trimming around concrete head walls and should be able to do so from the top of the ditch. Where work is conducted near a Right of Way, no vegetative debris will remain in the concrete or pavement area of the Right of Way after the work is completed or as directed by the P.S. representative. In the areas where the slope of an earthen ditch bank is greater than 1:1, the vegetation will be trimmed by the contractor up to and even with the top of the bank.

FIELD DOCUMENTATION:

The following documentation will be required to be maintained by the contractor:

1. Photos of the ditches, before and after vegetation removal.
2. Document, report, and photograph all ditch damage (ex. Concrete, Gabion, Washout ...), before and after vegetation removal.

ADDITIONAL REQUIREMENTS:

Prior to the start of construction, Contractors may be required to show in writing how they will accomplish their proposed bid.

ITEM IV
QUOTE PROPOSAL

Scope of Work:

Work to be performed by Contractor under this Agreement shall consist of furnishing all labor, materials, insurance, tools, supplies and equipment necessary to provide comprehensive ditch vegetation removal services as described below.

Removal of living and dead vegetation within the ditch and five (5) horizontal feet beyond the top of the ditch bank at [DITCH LOCATION], as shown in Exhibit A. Enclosed herein, the City has estimated the general location and total linear feet (LF) of ditch segments included in this project. Actual Field Conditions may vary. Contractor will provide unit and extended unit prices on the Quote Proposal Sheets. The total price quote based on the government estimated quantities will be used to set the price for award. Contractor will be required to document materials used when invoicing the city. Contractor will be paid the lump sum total price at the completion of the project, unless otherwise agreed to due to project size and complexity. If there is any work for which no pay item is provided, the cost will be considered incidental to the Project.

Company Name (Print):

Company Address:

City: _____ **State:** _____ **Zip Code:**

Owner Name (Print):

Owner Signature: _____ **Date:**

**Please complete and return with your Request for Quote package.
Also, attach Contractor's proof of insurance, and other items as listed in Item II.**

Quote Proposal sheet

City of Mobile

Public Services
Department

Location: [Approximate ditch location]

Quote Due By: [Date]

Project No: VEG-2026-2070-00

District: #

Description: Removal of all vegetation within the ditch and five horizontal feet of the top beyond the ditch bank.

Vegetation Removal

DESCRIPTION	QTY	UNIT	UNIT PRICE	UNIT PRICE (WRITTEN IN WORDS)	TOTAL QUOTE
Removal of all vegetation within the ditch and five horizontal feet of the top beyond the ditch bank.		LF		DOLLARS CENTS	

Total quote (written in words):

Number of working days to complete: 14

ITEM V

CERTIFICATE OF CONTRACTOR'S INSURANCE

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.

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 name the City of Mobile as an additional insured***, and shall attach to this Agreement, as proof thereof and as, a certificate of insurance(s) issued by an agent licensed and qualified to do business in the State of Alabama, stating the following:

The City of Mobile, its employees, agents, and all other indemnified parties shall be named as additional insureds on a primary and non-contributory basis for General Liability (including ongoing and completed operations), Automobile Liability, and Umbrella Liability, where required by written contract. A waiver of subrogation in favor of these parties shall apply to General Liability, Automobile Liability, Umbrella Liability, and Workers' Compensation, where required by written contract. The Workers' Compensation policy shall include an Alternate Employer Endorsement and shall provide thirty (30) days' prior written notice of cancellation, where required by written contract.

- 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

If the certificate of insurance referenced in this Agreement does not evidence insurance of owned vehicles, said certificate and this sentence shall evidence the Contractor's covenant that it does not own any vehicles and that it will not purchase or obtain any vehicles during the term of this Agreement. Said certificate shall require that said insurance coverage will not be altered or terminated unless the City shall have been given written notice of such alteration or termination delivered to the City not less than thirty (30) days before the effective date of such alteration or termination.

ITEM VI
SPECIAL PROVISIONS

1. Coordinate all work with the Program Manager of the City of Mobile Public Services Department. All Work shall be scheduled to minimize the disturbance and interruption of the flow of traffic and the public.

If needed (when working in the roadway or performing any activities that will affect traffic), the Contractor shall be required to submit a plan for traffic control to the City Traffic Engineer for approval prior to beginning construction. The Traffic Control Plan must be submitted at least two full working days prior to proceeding. Contractor shall assist motorists using paddles or flagging per the Manual on Uniform Traffic Control Devices for Streets and Highways (MUTCD) guidelines. See Exhibit E for additional information.

2. For all work performed under this Agreement, the Contractor shall use only skilled laborers. Laborers shall be properly supervised.
3. The City shall not prohibit the Contractor from performing the work described herein during a normal workday. For this provision a “normal workday” is defined as any business day between the hours of 7:30 a.m. and 5:00 p.m.
4. The Contractor shall ensure that the jobsite is clear and clean of debris at the end of each workday and at the completion of the project.
5. Contractor shall obtain, at its own expense, all necessary professional licenses, permits, insurance, authorization, and assurances necessary to abide by the terms of this Agreement.
6. Payment for any work incidental to the completion of this contract, for which no item was set up, shall be considered incidental to the project.

ITEM VII
ARTICLES OF AGREEMENT

ENTIRE AGREEMENT:

1. 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.

NO AGENCY RELATIONSHIP CREATED:

2. Contractor, in the performance of its operations and obligations hereunder, shall not be deemed to be an 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 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.

ASSERTION OF RIGHTS:

3. Failure by the City to assert a right or remedy shall not be construed as a waiver of that right or remedy.

NON-FUNDING CLAUSE:

4. The City of Mobile will have the right to terminate this Agreement at no additional cost and with no penalty whatsoever by giving thirty (30) days prior written notice documenting the lack of funding. The City will use reasonable efforts to ensure appropriated funds are available.

BREACH OF AGREEMENT:

5. In the event of any breach or apparent breach by Contractor of any of its obligations under the terms of this Agreement, the City has the right to terminate the Agreement and pay only for work successfully performed. In the further event that City shall engage the services of any attorney to protect or to enforce its rights with respect to said breach or apparent breach, then and in those events, Contractor agrees to pay and to reimburse any and all reasonable attorneys' fees and expenses which City may incur with respect to City's enforcement of this Agreement; regardless of whether said attorneys' fees and costs shall be incurred in connection with any litigation or in connection merely with advice and representation provided without litigation.

TERMINATION:

6. The City or Contractor may terminate the Agreement upon thirty (30) days written notice. The City shall pay only for work executed and proven loss with respect to materials, equipment, tools and reasonable overhead. The City shall not be liable

for payment to the Contractor for lost profit or damages, as the result of its termination of the Agreement.

Notice from the City shall be mailed to the address provided by the Contractor on this form. Notice to the City shall be addressed to ATTN: Jason Donovan, Public Services Program Manager, City of Mobile Public Services Department, 1900 Hurtel Street, Mobile, AL 36605.

AUTHORITY OF INSPECTORS:

7. The CITY may appoint such inspectors, assistants, or representatives as it 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.

PAYMENT:

8. The City will pay the Contractor for actual work performed in accordance with the following:
 - Payment will be made upon the satisfactory inspection, completion, and acceptance of the work as specified and verified by written statement from the City.
 - Payment will be based upon the total lump sum quoted price for the completed project, not based on unit prices.
 - An original signed invoice shall be submitted to the Public Services Department Program Manager for review and approval. This invoice shall be marked "FINAL ESTIMATE". It shall be emailed to travis.dunn@cityofmobile.gov (251-721-2994) **AND Jason.donovan@cityofmobile.org** (251-421-6689), and a hard copy should also be mailed to:

City of Mobile
Public Services Maintenance
Attn. Jason Donovan
Program Manager
1900 Hurtel Street
Mobile, Alabama 36605

NOTICES:

9. Notice for the City shall be mailed to:

**City of Mobile
Public Services Maintenance
Attn. Jason Donovan,
Program Manager
1900 Hurtel Street
Mobile, Alabama 36605**

EQUAL OPPORTUNITY:

10. The City of Mobile, Alabama is an Equal Opportunity Employer and requires that all Service Contractors comply with the Equal Employment Opportunity laws and the provisions of the Project Documents in this regard.

The City of Mobile also encourages and supports the utilization of Minority Business Enterprises on this and all other publicly solicited Quote Proposals.

COMPLIANCE WITH ALABAMA IMMIGRATION LAW:

11. By signing this Agreement, 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 agrees that he/she shall comply with all the requirements of the Beason-Hammond Alabama Taxpayer and Citizen Protection Act, Act No. 2011-535, Alabama Code (1975) Section 31-13.1, et, seq., as amended by Act No. 2012-4-91. Compliance shall be evidenced by verification of enrollment in the E-Verify Program and documentation of enrollment shall be attached to this Agreement in Exhibit C and incorporated herein by reference.

BOYCOTT:

12. By signing this Quote Proposal, 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:

13. 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 this Agreement be awarded to socially and economically disadvantaged individuals and business entities.

GOVERNING LAW AND VENUE:

14. 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.

ITEM VIII
SUPPLEMENTAL SPECIFICATIONS

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 signpost 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 included in the project lump sum 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.

ITEM IX
REGULATORY REQUIREMENTS AND TAX EXEMPTIONS

A. DESCRIPTION OF REQUIREMENTS

1. This project is being quoted 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 on the Accounting of Sales Tax Form attached herein, in addition to filings and reports required by the Alabama Department of Revenue during the course of the project.
2. The Quote Proposal 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 Request for Proposal Package; 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 Documents including, in part, "Instructions to Contractors" and "Special Provisions". 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 Quote Proposal for the Work. No additional amount shall be added to the Agreement 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 Quote Proposal.

ACCOUNTING OF SALES TAX FORM

To: City of Mobile

Date:

Name of Project: [Street Name]
2026 Storm Drainage Ditch Cleaning

Project Number: VEG-2026-2070-00

SALES TAX ACCOUNTING

Pursuant to Act 2021-372, the Contractor accounts for the sales tax NOT included in the Quote Proposal form as follows:

BASE QUOTE

ESTIMATED SALES TAX AMOUNT

\$

\$

Failure to provide an accounting of sales tax shall render the Quote Proposal non-responsive. Other than determining responsiveness, sales tax accounting shall not affect the Quote pricing nor be considered in the determination of a responsible and responsive Quote.

Legal Name of Contractor _____

Mailing Address _____

***By (Legal Signature)** _____

***Name (type or print)** _____ (Seal)

***Title** _____

Telephone Number _____

EXHIBIT A
LOCATION MAP(S) AND PHOTOS

Location Map

Location Photo	Location Photo
Location Photo	Location Photo

EXHIBIT B
CONTRACTORS INSURANCE
CERTIFICATION



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	NAIC #
INSURED	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	ADDITIONAL INSURED	INSURER	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE \$
	☐ CLAIMS-MADE ☐ OCCUR						EXCESS TO RENTED PREMISES (EA occurrence) \$
							MED. EXP (Any one person) \$
							PERSONAL & ADV INJURY \$
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE \$
	☐ POLICY ☐ PROJECT ☐ LOC						PRODUCTS - COM/PROP AGG \$
	OTHER:						\$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (EA accident) \$
	☐ ANY AUTO						BODILY INJURY (Per person) \$
	☐ OWNED AUTOS ONLY	☐ SCHEDULED AUTOS					BODILY INJURY (Per accident) \$
	☐ HIRED AUTOS ONLY	☐ NON-OWNED AUTOS ONLY					PROPERTY DAMAGE (Per accident) \$
							\$
	UMBRELLA LIAB	☐ OCCUR					EACH OCCURRENCE \$
	EXCESS LIAB	☐ CLAIMS-MADE					AGGREGATE \$
	DED ☐ RETENTION \$						\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	☐ Y/N	N/A				PER STATUTE ☐ OTHER ☐
	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)

[INSERT 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

ACORD 25 (2016/03)

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EXHIBIT C
E-VERIFY AFFIDAVIT

STATE OF ALABAMA
COUNTY OF MOBILE

AFFIDAVIT OF VENDOR / CONTRACTOR

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

President/CEO of: _____

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 _____ for _____ 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 _____ is enrolled in the E-Verify program.
The Company ID Number in the E-Verify program is as follows:

CEO of _____

Sworn to and subscribed before me this the _____ day of _____, 20____.

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

EXHIBIT D
RIGHT OF ENTRY AGREEMENT

RIGHT OF ENTRY AGREEMENT

This Right of Entry, ("Agreement") is entered into and effective as of the ____ day of _____ 20__ , by and between the City of Mobile, Alabama, a municipal corporation organized and existing under the laws of the State of Alabama (hereinafter, "City"), and:

Property Owner(s):

Mailing Address:

Property Address (if different):

(collectively referred to as "Owner").

RECITALS

WHEREAS, Owner is the lawful owner or authorized representative of the real property located at the address stated above ("the Premises"); and

WHEREAS the City has requested access to the Premises for the limited purpose of performing or facilitating the following work or activity:

Inspection, mowing, trimming, and removal of vegetation and debris within existing storm drainage ditches and easements, including associated documentation and incidental maintenance activities; and

WHEREAS Owner is willing to grant the City temporary access to the Premises subject to the terms and conditions set forth below.

AGREEMENT

1. Right of Entry.

The Owner hereby grants the City, its officers, employees, contractors, and authorized agents the right to enter the Premises at reasonable times for the limited purpose described above, including bringing personnel, vehicles, and equipment as necessary. This right shall extend only for the duration reasonably necessary to complete the activity described and shall not create or imply any permanent interest or easement in the Premises.

The work will be done in an orderly manner, and any property disturbed by the City will be returned to a condition substantially the same as it was on the date entry was granted upon the above-described property.

2. No Compensation.

Owner acknowledges and agrees that no compensation will be provided by the City in connection with the entry, inspection, or work performed unless otherwise agreed to in writing by the parties.

3. Entire Agreement.

This Agreement represents the entire agreement between the parties regarding the matters described herein and supersedes any prior oral or written understandings. No amendment or modification shall be valid unless in writing and signed by both parties.

4. Governing Law and Venue.

This Agreement shall be governed by the laws of the State of Alabama. Any dispute shall be resolved exclusively in the state or federal courts located in Mobile County, Alabama.

5. Binding Effect.

This Agreement shall be binding upon and inure to the benefit of the parties, their heirs, legal representatives, successors, and assigns.

6. Photographic Documentation.

The City may take photographs or videos of the Premises during its access solely for documentation and public record purposes. Such materials may be retained and used by the City as needed, subject to applicable public records laws.

7. Records and Public Disclosure.

This Agreement and any records created in connection with the work may be subject to public disclosure in accordance with Alabama law, including the Alabama Open Records Act.

8. Emergency Access Carve-Out.

Nothing in this Agreement shall be construed to limit the City's right to enter the Premises without consent in cases of emergency or as otherwise authorized by law.

9. Environmental Conditions.

The City shall have no responsibility for pre-existing environmental conditions or contamination on the Premises. If environmental concerns are discovered during the work, the City may suspend activity until further evaluation is conducted.

10. Assumption of Risk.

Owner acknowledges that certain activities may pose inherent risks, including temporary disruption of access or minor damage to landscaping or surface features. Owner accepts such risks as reasonably incidental to the limited work authorized herein.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first above written.

OWNER(S):

Signature:

Signature:

Print Name:

Print Name:

Date:

Date:

WITNESSED BY:

Signature:

Signature:

Print Name:

Print Name:

Address:

Address:

Date:

Date:

CITY OF MOBILE, ALABAMA

By:

Name:

Title:

Date:

EXHIBIT E
TRAFFIC CONTROL INFORMATION

Traffic Control Information

The Contractor shall be prepared to assist motorists with flagging operations per MUTCD guidelines, as required. Be aware that if work is being performed close to the roadway, but not actually in the road, that some flagging operations may be needed. This may be the case if motorists' line of sight is blocked due to equipment and/or concrete trucks.

If any construction activities will be performed in the roadway or will affect traffic, a Traffic Control Plan must be submitted by the Contractor to Butch Ladner in the City of Mobile Traffic Engineering Department at least two full working days prior to initiating work. The Traffic Control Plan must show site specific conditions including any cross streets and driveways that are within the traffic control zone. Butch Ladner may be contacted at (251) 208-2972 for questions, assistance, or to discuss traffic control requirements.

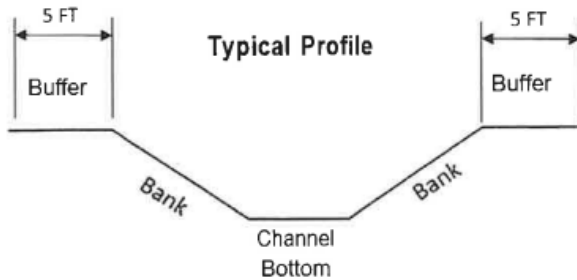
The MUTCD can be found at https://mutcd.fhwa.dot.gov/kno_2009r1r2.htm.

If you are unfamiliar with MUTCD requirements, a local traffic control contractor may be of assistance in preparing a traffic control plan or renting equipment.

EXHIBIT F
DITCH MAINTENCE STANDARDS

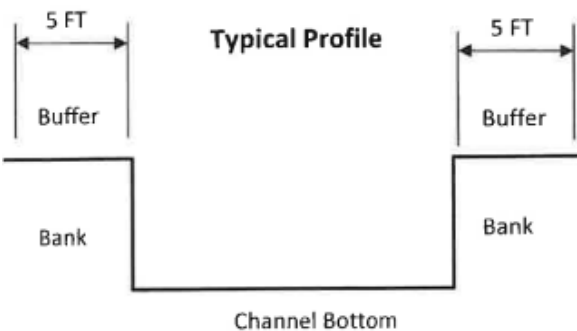
Ditch Maintenance Standards

Trapezoidal Ditch Maintenance Standards



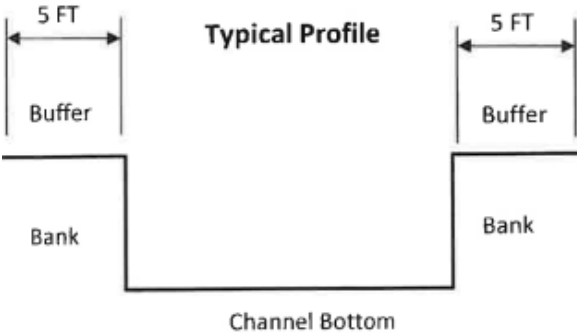
Note: This profile represents a typical concrete trapezoidal ditch. Depth, bank slope and buffer area varies.

Concrete Rectangular Ditch Maintenance Standards



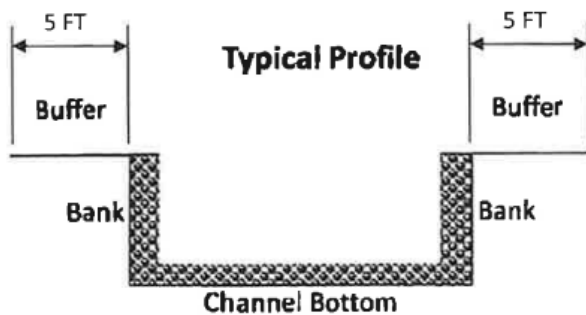
Note: This profile represents a typical rectangular concrete ditch. Depth and buffer area varies.

Concrete Rectangular Ditch Maintenance Standards



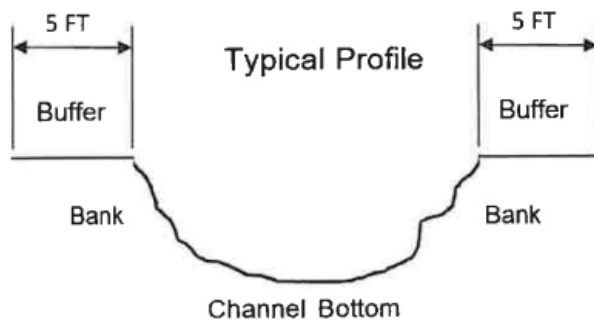
Note: This profile represents a typical rectangular concrete ditch. Depth and buffer area varies.

Gabion Ditch Maintenance Standards



Note: This profile represents a typical Gabion ditch. Depth and buffer area varies.

Earthen Ditch Maintenance Standards



Note: This profile represents a typical Earthen ditch. Depth and buffer area varies.



CAPITAL CONTRACT SUMMARY SHEET



AGENDA ITEM SUMMARY SHEET

Agenda of: March 3, 2026

Submitted by:

Carleen Stout, Dep Dir-Real Estate/Asset Mgmt
Donna Bryars, Comptroller

Sponsored by:

Spiro Cheriogotis, INACTIVE

Purpose and Scope of Project:

Approve the transfer of \$300,000.00 from Capital Reserves to the HVAC Maintenance and Repairs for various City of Mobile Facilities to fund the council approved contract amendment with Goram Air Conditioning Company dated January 29, 2026.

Amount of Contract:

\$300,000.00

Funding Source

C0837

ATTACHMENTS:

1. 01-036 Goram Fully Executed Amendment
2. Budget Transfer Request Form K
3. Resolution Goram HVACFINAL

REVIEWERS:

Stacey Howard
Carleen Stout



FIRST AMENDMENT TO AGREEMENT FOR CITY OF MOBILE HVAC MAINTENANCE AND REPAIR

THIS First Amendment to Agreement for HVAC Maintenance and Repair – Various City of Mobile Facilities ("Amendment") is entered into on this ____ day of _____, 2026, by and between the City of Mobile, Alabama, a municipal corporation of the State of Alabama ("City"), and Goram Air Conditioning Company, Inc. of Mobile, a for-profit company organized under the laws of the State of Alabama ("Contractor").

WHEREAS, the Contractor and the City entered a one-year Agreement for HVAC Maintenance and Repair on or about November 5, 2024 ("Agreement"); and

WHEREAS, Contractor and City desire Contractor to continue to provide the services for an additional one-year period, with an additional one-year renewal option as authorized by the City Council; and

WHEREAS, the original Service Contract was approved by the City Council as a one-year agreement with an annual not-to-exceed amount of \$300,000.00, and the City Council has now expressly authorized, by resolution approving this First Amendment, the extension of the contract term for one additional one-year period, with an additional one-year renewal option, to the extent permitted by law and City policy, provided the scope of work remains unchanged and the annual not-to-exceed compensation amount remains Three Hundred Thousand Dollars (\$300,000.00) per contract year.

NOW, THEREFORE, in consideration of the foregoing and of the mutual promises, covenants and agreements herein contained, the parties hereto, intending to be legally bound, hereby agree as follows:

1. Article 2.1 of the Agreement is amended to add the following paragraph: "This Agreement shall continue for a second one-year term immediately consecutive to and upon expiration of the initial term, effective as of November 6, 2025, and may thereafter be extended for one additional consecutive one-year term only by mutual written amendment executed by the Mayor. The annual not-to-exceed amount for each contract year shall remain Three Hundred Thousand Dollars (\$300,000.00), and the total aggregate compensation authorized under the Agreement, inclusive of all renewal terms, shall not exceed Nine Hundred Thousand Dollars (\$900,000.00), subject to annual appropriation. This extension authority does not expand the scope of work."
2. Contractor shall provide updated evidence of insurance meeting all requirements of the Agreement prior to commencement of services under each extended term.
3. Except as modified hereby, all other terms and provisions of the Agreement shall remain unchanged and in full force and effect and are hereby ratified and confirmed by the parties.
4. The City and the Contractor each represent and warrant to the other that it has full authority to enter into and perform this Amendment and that the persons signing this Amendment on behalf of the Contractor and the City respectively represent and warrant that he or she has the full and complete authority to bind Contractor and City, as the case may be, to this Amendment.

5. This First Amendment may be executed and delivered in two counterparts, including delivery by facsimile and/or electronic transmission, each of which will be deemed an original, but all of which together shall constitute one and the same instrument.

IN WITNESS WHEREOF, the undersigned have caused this Amendment to be executed by its duly authorized officer as of the date first above written.

GORAM AIR CONDITIONING COMPANY, INC. OF MOBILE

By: [Signature]
Its President (title)

STATE OF ALABAMA)
COUNTY OF MOBILE)

I, Cheryl Roxanne Smith, a notary public in and for said County in said State, hereby certify that Darren Deas, whose name as _____, the President of **Goram Air Conditioning Company, Inc. of Mobile**, is signed to the foregoing document and who is known to me, acknowledged before me on this day that, being informed of the contents of the contract, and with full authority executed the same voluntarily for and as the act of said business enterprise.

Given under my hand this the 29th day of January, 2026.

Cheryl Roxanne Smith
Notary Public

My Commission Expires: 7/2029



CITY OF MOBILE

By: [Signature]
Spiro N. Cheriogotis
Its: Mayor

ATTEST:

[Signature]
City Clerk



Exhibit A: Contractor Evidence of Insurance

BUDGET TRANSFER REQUEST FORM

CITY OF MOBILE

TO FINANCE DEPT. 2500- FROM Facilities Services/ REAM DEPT. 3035

DATE OF REQUEST: 2/27/26

BUDGET TRANSFER: ☐ (from one project to another)

DISTRICT#: Select Item. N/A

REQUEST: Please transfer \$ 300,000

FROM CAPITAL PROJECT#: C0116

CAPITAL PROJECT NAME: Capital Improvement Reserve

DEPT. PROJECT#: _____

TO CAPITAL PROJECT#: C0837

PROJECT NAME: HVAC Maintenance and Repairs- Various City of Mobile Facilities

DEPT. PROJECT#: _____

PURPOSE:

To fund recently renewed one year term contract with Goram Airconditioning Company Inc. for Maintenance and Repairs at Various City of Mobile Facilities

Dru L Bishop
Employee signature

Carlene Smith Clark
Approval signature

RESOLUTION

2026

Sponsored by: Mayor Spiro Cheriogotis

BE IT RESOLVED BY THE CITY COUNCIL OF MOBILE, ALABAMA, that the sum of \$300,000.00 in the Capital Improvement Fund (2000) be reallocated from Capital Project #C0116 Capital Improvement Reserve to Capital Project HVAC Maintenance and Repairs – Various City of Mobile Facilities #C0837. These funds are needed for contract amendment with Goram Air Conditioning Company, Inc. approved by Resolution #01-036.

Adopted:

City Clerk



CAPITAL CONTRACT SUMMARY SHEET



AGENDA ITEM SUMMARY SHEET

Agenda of: March 3, 2026

Submitted by:

John Forrester, City Engineer

Sponsored by:

Spiro Cheriogotis, INACTIVE

Purpose and Scope of Project:

Approve contract amendment change order #1 with Thompson Engineering for additional engineering services.

Amount of Contract:

increase \$130,000.00; revised contract amount \$469,320.00

Funding Source

C0119

ATTACHMENTS:

1. 2025-3005-18 City Wide Bridge Inspection 2026 Cycle (Thompson Engineering) amendment 1
2. Thompson_revised

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: 2/20/20

TYPE: Select One ☒ (when money is available in project's budget; from project to contract)

VENDOR NAME: Thompson Engineering Inc.

DISTRICT#: Select Item. #1-7

DEPT. PROJECT#: 2025-3005-18

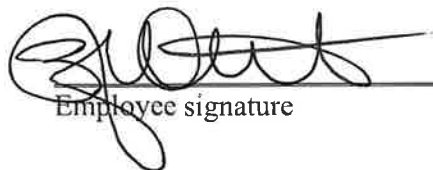
REQUEST: Please ^{Add} Select option. \$ 130,000.00 from Capital Project#/Title:
C0119 City Wide Bridge Inspection (2020 Cycle).
to contract# 5353

Total amount of Amendment: \$ 130,000.00

Current contract amount: \$ 339,320.00

Revised contract amount: \$ 469,320.00

Comments: CONTRACT AMENDMENT NEEDED TO EVALUATE
AND INSPECT DAMAGES TO BRIDGES AND TO INCLUDE
INSPECTION OF MOBILE RIVER BULKHEAD AND FENDERS.


Employee signature


Approval signature

AMENDMENT RESOLUTION

Sponsored by: Mayor Spiro Cheriogotis

WHEREAS, the City entered into a contract dated March 11, 2025 with Thompson Engineering, Inc. for Bridge Inspection services on the project known as City Wide Bridge Inspection (2026 Cycle), City of Mobile Project No. 2025-3005-18; and

WHEREAS, the Contract amount for the Bridge Inspection services was based on fee negotiations for the original scope of services between the City of Mobile and Thompson Engineering, Inc; and whereas, the current original contract amount totals \$339,320.00; and

WHEREAS, during inspection, observed damage and unforeseen circumstances caused additional data collection, evaluations, and underwater inspections to become necessary in the amount of \$130,000.00; and

WHEREAS, the contract provides on Page 6 that the compensation “shall not exceed Three Hundred Thirty-Nine Thousand Three Hundred Twenty Dollars (\$339,320.00) without prior approval of the CITY COUNCIL”;

NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MOBILE, ALABAMA, that the Council does hereby authorize the additional fee of \$130,000.00, for a total of \$469,320.00, to be paid to Thompson Engineering, Inc. for Bridge Inspection services on the City Wide Bridge Inspection (2026 Cycle) Project.

Adopted: *

City Clerk

CONTRACT AMENDMENT

PROJECT NAME: **CITY WIDE BRIDGE INSPECTION – 2026 CYCLE**

PROJECT NO: **2025-3005-18**

CONTRACT RESOLUTION NO: **21-445**

TERMS: You are hereby authorized, subject to the provisions of your contract for this project dated **March 11, 2025**, to provide additional Professional Engineering Services in the amount of **\$130,000.00**.

ORIGINAL CONTRACT PRICE: **\$ 339,320.00**

PROPOSED INCREASE: **\$ 130,000.00**

REVISED CONTRACT PRICE: **\$ 469,320.00**

City of Mobile

Mayor

(Print)

Accepted by:

Owner/President

SCOTT A. HARDY (Print)

CORPORATE

SEAL



Attest:

City Clerk

(Print)

Public Works Deputy Director/
City Engineer

JOHN FORRESTER (Print)

Attest:

Witness/Secretary

Ryan Baya (Print)

Date

1-29-2026

JUSTIFICATION FOR AMENDMENT

PROJECT NAME: CITY WIDE BRIDGE INSPECTION – 2026 CYCLE

PROJECT NUMBER: 2025-3005-18

The attached amendment number 1 to contract with
Thompson Engineering Inc.

dated March 11, 2025 is required because of the following:

- 1. Unusual and difficult circumstances which arose during the course of the execution of the contract which could not have been reasonably foreseen.
- 2. Where competitive bidding for the new work for new money will work to the serious detriment of the awarding authority.
- 3. Emergencies arising during the course of the work.
- 4. Changes or alterations provided for in the original bid and original contract, such as unit prices, alternates, etc.

 X 5. See attached letter.

 6. Other: _____

REMARKS: _____

ENGINEER OR CONSULTANT



City Engineer



THOMENG-01

KCROSBY

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
PGIS, LLC dba Turner Insurance & Bonding Co.
PO Drawer 230789
Montgomery, AL 36123

CONTACT NAME: Kirsten Crosby

PHONE (A/C, No, Ext): (334) 386-3968

FAX (A/C, No):

E-MAIL ADDRESS: kcrosby@turnerfirst.com

INSURER(S) AFFORDING COVERAGE

NAIC #

INSURER A : Zurich American Insurance Co.

16535

INSURER B :

INSURER C :

INSURER D :

INSURER E :

INSURER F :

INSURED

Thompson Engineering, Inc.
2970 Cottage Hill Road, Ste. 190
Mobile, AL 36606

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR ☒ Contractual Liab. ☒ XCU Included GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☒ PROJECT ☐ LOC OTHER:	X	X	GLO 3534778-04	2/1/2026	2/1/2027	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	X	X	BAP 3534779-04	2/1/2026	2/1/2027	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	☐ UMBRELLA LIAB ☐ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$
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	WC 3534777-04	2/1/2026	2/1/2027	☒ 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
A	☒ Auto Physical Damage			BAP 3534779-04	2/1/2026	2/1/2027	Various deductibles

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
CITY WIDE BRIDGE INSPECTION (2026 CYCLE). CITY PROJECT NO. 2025-3005-18.

City of Mobile is named as an additional insured on a primary & non contributory basis on the General Liability and Auto Liability policies as required by written contract. A waiver of subrogation applies in favor of City of Mobile as respects General Liability, Automobile Liability, & Workers Compensation where required by written contract. WC Alternate employer endorsement applies where required by written contract. 30 days written notice of cancellation applies where required by written contract.

CERTIFICATE HOLDER

City of Mobile
P. O. Box 1827
Mobile, AL 36623

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



January 29, 2026

Mr. John Forrester, P.E.
City Engineer
City of Mobile
205 Government Street
3rd Floor, South Tower
Mobile, AL 36644

RE: 2025-3005-18 City Wide Bridge Inspection (2026 Cycle)
Thompson Engineering Amendment No. 1

Dear Mr. Forrester,

Thompson Engineering Inc. and the City of Mobile entered into a Professional Engineering Services Contract dated March 11, 2025 for City Wide Bridge Inspection services. These services included the semi-annual inspection of 87 culvert structures and 47 bridge structures located in the City of Mobile.

During these inspections, collision damage was found to the bridge rail of structure BIN 003083 and fire damage was found to the girders and underside of the decks of structures BIN 007080 & BIN 007071. Due to an ongoing dredging project at Langan Lake, it was determined that underwater inspections of 2 dams at Langan Lake were needed. Also, an underwater inspection and topside inspection were found to be needed at the Mobile River Waterfront Bulkhead due to the settling of pavers near the Cruise Terminal.

Additionally, for the 2026 cycle, ALDOT and FHWA are requiring all bridge owners to come into conformance by using a new data collection system (SNBI – Specifications for the National Bridge Inventory). The SNBI system requires a vast amount of previously unrecorded data. There will be additional effort associated with the collection and input of this data for 134 structures.

In order to address each of these issues, Thompson Engineering, Inc. has proposed to provide the following additional services.

- A. Engineering design/plan preparation/bid package to repair collision damage to the bridge rail of structure BIN 003083.
- B. Engineering design/plan preparation/bid package to repair fire damaged girders and underside of decks to bridge structures BIN 007080 & BIN 007071
- C. Additional effort is associated with the SNBI data required by ALDOT and FHWA for 87 culvert structures and 47 bridge structures.
- D. Underwater Inspection of two (2) dams at Langan Lake
- E. Mobile River Waterfront Bulkhead underwater/topside inspection.

Due to the specificity of these requirements, the additional resources to adequately fulfill the obligations, and the timeliness in which they are needed, Thompson Engineering, Inc. has requested additional services to compensate for the added scope. I have reviewed their request and feel that this amendment is fair and reasonable.

Please feel free to contact me if you have any questions or need additional information.

Sincerely,

Anthony Morris
Project Manager

CC: File

RESOLUTION

Sponsored by: Mayor Williams S. Stimpson
Councilmembers Cory Penn, William Carroll, C.J. Small, Ben Reynolds,
Joel Daves, Josh Woods, Gina Gregory

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

Name of Company: Thompson Engineering, Inc.

Project Name: City Wide Bridge Inspection (2026 Cycle)
COM Project# 2025-3005-18

Estimated Cost: \$339,320.00

Adopted: MAR 11 2025

A handwritten signature in blue ink, appearing to read "Lisa C. Lambert", is written over a horizontal line.

City Clerk



**CITY WIDE BRIDGE INSPECTION
2026 CYCLE**

PROJECT NO. 2025-3005-18

ENGINEER:

THOMPSON ENGINEERING, INC.



CONTRACT

This CONTRACT made and entered into this 11th day of March, 2025 by and between the CITY OF MOBILE, ALABAMA (hereinafter called the CITY), acting by and through its MAYOR and CITY COUNCIL, and **Thompson Engineering, Inc.** of Mobile, Alabama (hereinafter called the ENGINEER).

WITNESSETH, that in consideration of the mutual covenants and agreements herein contained, the parties hereto do mutually agree as follows:

I. Definitions

The following terms and their definitions shall apply:

ALDOT - State of Alabama Department of Transportation

CITY - City of Mobile, Alabama

CITY COUNCIL - Mobile City Council, the governing body of the City of Mobile, Alabama; the party of the first part of the Agreement.

CITY ENGINEER - That person designated by the CITY as CITY ENGINEER or his appointed assistants.

CONTRACT – Whenever the word “CONTRACT” is used it shall be held to mean the executed documents 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.

ENGINEER - The engineering company assigned to perform bridge inspection services for this project. The engineering company so assigned to this project is **Thompson Engineering, Inc.** of Mobile, Alabama.

PROJECT - CITY WIDE BRIDGE INSPECTION (2026 CYCLE). CITY PROJECT NO. 2025-3005-18. See Attachment "A" for a list of structures.

NOTICE TO PROCEED - A written notice to proceed issued by the City Engineer for BRIDGE INSPECTION services as set out in Section II.

STANDARD SPECIFICATIONS - State of Alabama Department of Transportation Bridge Inspection Manual, latest edition, on file in the office of the City Engineer.

- II. The CITY hereby employs the ENGINEER and the ENGINEER agrees to perform for the CITY all necessary professional engineering services as hereinafter set forth in connection with bridge inspections and the completion of bridge inspection reports.

A. Bridge inspection services to be performed include:

1. Routine inspection of approximately 134 CITY-owned structures (47 bridges and 87 culverts). See Attachment "A" for a list of structures.
2. Underwater inspection of up to Five (5) bridge structures: See Attachment "B" for a list of structures.
3. Interim inspections of up to Seven (7) structures: See Attachment "C" for a list of currently identified structures and frequency.
4. Inspections, traffic control, and rental utilizing a snooper or lift truck of twelve (12) bridges. See Attachment "D" for a list of currently identified of structures.
5. Additional interim inspections, if required, based on the routine bridge inspection structure ratings or load rating posting requirements. A maximum of 4 interim inspections in addition to those enumerated above shall be included in this contract.
6. Inspection of four (4) pedestrian bridges: University Hospital Drive at Three Mile Creek; the wooden pedestrian bridge crossing Langan Park Lake; concrete and steel pedestrian bridge on walking path along Montlimar Canal; and the pedestrian bridge crossing Water Street at the Convention Center.
7. Inspection of two (2) dam and spillway locations at Langan Park.
8. Corrections to the BrM and scour plots from the 2024 BrM review.
9. Field work specifications for the National Bridge Inventory update.

The ENGINEER agrees to furnish and perform all work necessary for the performance, in proper sequence, of the items of work as hereinafter set forth.

- B. Research and review previous bridge inspection reports. Identify any critical bridge deficiencies. Schedule bridge inspections accordingly.
- C. Conduct bridge inspections in compliance with the National Bridge Inspection Standards (NBIS) and the Alabama Department of Transportation (ALDOT) Bridge Inspection Manual. Bridge inspections shall be supervised by a Certified Bridge Inspector (C.B.I.). **Data will be collected and compiled for input into the ALDOT BrM System Element Level Inspection system format.**
- D. Prepare written bridge reports, including but not limited to the following Alabama Department of Transportation's Structure Inventory and Appraisal (SIA) forms:
 - 1. Cover Sheet with report contents, bridge identification information (BIN, location, name, etc.), inspection date, and inspector's signature and seal
 - 2. Bridge Inspection Condition Report (Form BI-5)
 - 3. Bridge Maintenance Estimate (Form BI-9)
 - 4. General Narrative Form (Form BI-13)
 - 5. Structural Inventory and Appraisal Sheets (Form BI-6)
 - 6. Streambed Cross Sections (Form BI-4)
 - 7. Load Rating, if required (Form BI-14)
 - 8. Inventory Photographs (Digital and Hard Copy)
 - 9. Element Inspection drawings detailing inspection findings.
 - 10. Completed Excel spreadsheets showing Element quantities in each condition state on forms provided by the City.
 - 11. Photos to be included on interim inspections to provide proof that posting signs are in place.

12. Binder clips to be used for binding of reports. No staples should be used.

13. Update bridge inspection report forms from the previous inspection cycle. Complete fields left blank or incomplete on previous reports.

E. As directed by the city, review and correct ALDOT BrM Structure Inventory and Appraisal (SIA) computer-generated reports, following input of updated reports by CITY ENGINEER.

F. Submit the final bridge reports

III. Commencement and Completion

The ENGINEER agrees to start work on the professional services outlined herein, within ten (10) days of authorization from the CITY to proceed. After receipt of the Notice to Proceed, the ENGINEER will submit a schedule for inspections of the bridge for approval by the CITY ENGINEER.

All routine bridge inspections and written reports must be completed within the month that each bridge structure is due following the Notice to Proceed. All inspections and reports for the month of February are due to the CITY no later than February 22 each year. Delivery of each inspection report must be made within 10 business days following the date of inspection.

The work described in this contract shall be completed within 2 years following the notice to proceed.

IV. Compensation

Any language to the contrary in this Agreement notwithstanding, all payments to the ENGINEER for professional engineering services shall be made **only** in return for work actually performed in completion of the PROJECT and properly documented to the CITY. All payments to the ENGINEER for such work performed shall be compensated at the rates stated in the Fee Schedule which is incorporated into this Agreement as Exhibit E. 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. Contract Services

Subject to the provisions below and upon receipt by CITY of the deliverables listed in Section II, CITY agrees to pay the ENGINEER, as compensation for such professional services, as shown in the Fee Schedule in Exhibit E and as authorized by the CITY as follows:

1. After receipt of the NOTICE TO PROCEED from the CITY, the ENGINEER shall perform the Professional Services described in Section II of this Contract. Compensation to be paid to the ENGINEER for providing the Professional Services described in this contract shall be in accordance with the rate schedule in Attachment "E", which is incorporated by this reference and shall not exceed Three Hundred Thirty Nine Thousand Three Hundred Twenty Dollars (\$339,320.00) for 134 routine and interim inspections.
2. 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.
3. In the event of termination of this Agreement due to failure by the ENGINEER to perform any and/or all of the ENGINEER's obligations in the prompt and efficient manner satisfactory to the CITY, the CITY will have the right to employ one or more other engineers of its choice to complete the PROJECT. The ENGINEER will reimburse the CITY all costs, fees and expenses which may result from such termination and employment of other engineers.

B. Quality Control and Quality Assurance

The ENGINEER will implement a Quality Control and Quality Assurance (QC/QA) Plan after completion of field inspections. The ENGINEER will perform as many as thirteen (13) additional independent QC/QA inspections with a different inspection team and compare inspection notes and element ratings. The structures will represent the overall makeup of the cycle with as many as eight (8) culverts and five (5) bridges. The QC/QA team will also conduct reviews of all inspection reports prior to submittal.

In the event of termination of this Agreement due to failure by the ENGINEER to perform any and/or all of the ENGINEER's obligations in the prompt and efficient manner satisfactory to the CITY, the CITY will

have the right to employ one or more other engineers of its choice to complete the PROJECT. The ENGINEER will reimburse the CITY all costs, fees and expenses which may result from such termination and employment of other engineers.

V. 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 Three Hundred Thirty Nine Thousand Three Hundred Twenty Dollars (\$339,320.00) without prior approval of the CITY COUNCIL.

VI. Invoice Procedures and Payment

Invoices from the ENGINEER shall be submitted to the CITY ENGINEER for services rendered during the invoicing period, which is generally a monthly basis or as appropriate. Payment by the CITY shall be made periodically within 30 days after receipt of an invoice.

VII. It is further mutually agreed by the parties hereto as follows:

- A. The CITY will provide the ENGINEER available previous bridge inspection reports for use in planning the PROJECT. In addition, the CITY will provide the ENGINEER bridge inspection forms and any additional existing plans, maps, field notes, computations, and other data in its possession that will aid and assist the ENGINEER in carrying out the obligations of this contract.
- B. The CITY reserves the right to appoint representatives to observe all work of the ENGINEER. Such appointed representatives shall have reasonable access to all reports of the ENGINEER relating to the PROJECT and shall have the right to review procedures and reports with the ENGINEER in the field.
- C. In the event of failure by the ENGINEER to fulfill in timely and proper manner his obligations under this contract, or if the ENGINEER violates any of the covenants, agreements, or stipulations of this contract, the CITY shall thereupon have the right to terminate this contract. Written notice of termination shall be made to the ENGINEER at least five (5) days prior to the effective termination date. In that event, 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. The ENGINEER shall be entitled to receive just and equitable compensation for work completed on such documents and other materials.

- D. All covenants, agreements, and stipulations of this CONTRACT shall remain in full force until completion of the PROJECT encompassed herein or for a period of two (2) years from the date of this CONTRACT, whichever occurs first, unless the CONTRACT time is extended by mutual agreement between the CITY and the ENGINEER. Provided, however 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 the ENGINEER's liability for any breach thereof.
- E. The ENGINEER, its principals, directors, agents, subcontractors, servants and employees shall indemnify and save harmless the City against all loss, cost of damage on account of injuries to persons or property to the extent caused by the Engineer's negligent, wanton, or intentional conduct in the performance of this contract, including all reasonable attorney's fees incurred by the City on account thereof. This section is not as to third parties or to anyone a waiver of any defenses. Matters may be raised in the CITY's behalf in any action or proceeding arising from this Agreement.
- G. The CITY and the ENGINEER each binds itself, its successors and assigns, to the other party to this contract, in respect of all covenants of this contract. Except as above, neither the CITY nor the ENGINEER shall assign, sublet or transfer his or its interest in this contract without written consent of the other party hereto.

VIII. Indemnity and Insurance Requirements

- A. Indemnification: Contractor shall indemnify, defend, and hold harmless the 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: For the duration of this agreement, the ENGINEER shall maintain the following minimum amounts for each project:

ENGINEER shall name the City of Mobile as an additional insured.

1. Professional Liability Insurance:

- a) \$100,000 for projects from -0- to \$1,000,000
- b) Projects for more than \$1,000,000 to be negotiated

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 the City of Mobile.

3. Comprehensive General Liability Insurance:

- a) General Liability (occurrence form) including coverage for products/completed operations, independent contractors, blanket contractual liability specifically covering the obligations assumed by ENGINEER.
- b) Limit of Liability: \$1,000,000 combined single limit of liability each occurrence bodily injury or property damage.
- c) General Aggregate Limit shall apply on a "Per Project" Basis.

4. Automobile Liability Insurance:

- a) Automobile Liability Insurance to cover any auto, including all owned, non-owned, and hired vehicles, with a \$1,000,000 combined single limit of liability each accident for bodily injury and/or property damage.

5. Excess/umbrella Liability Insurance:

- a) Providing following form coverage for Employer's Liability, Comprehensive General Liability, and Automobile Liability.
- b) Limit of Liability: \$2,000,000 combined single limit of liability each occurrence for bodily injury and/or property damage.

C. Certificate of Liability Insurance Endorsement Page: The policy endorsements listed below are required and must be listed in the "Descriptions of Operations" box on the Certificate of Liability Insurance or listed separately on an attachment to the certificate of insurance (ACORD 101, Additional Remarks Schedule).

- 1. Waiver of Subrogation - All policies of insurance shall be endorsed to waive rights of subrogation in favor of City of Mobile.
- 2. Additional Insured - All policies of insurance, except professional liability, workers compensation and employer's liability insurance shall be endorsed to name City of Mobile as an Additional Insured.
- 3. Primary Insurance - All policies of insurance, except professional liability, workers compensation and employer's 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.
- 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, ENGINEER 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. ENGINEER shall also be responsible for delivering policy renewal certificates to the City of Mobile.

IX. E-Verify

By signing this Agreement, 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.

X. Source of Funds for Payment

The source of funds for payment by City under this contract is C0119 City Capital Funds. Said funds are on hand at the time of the execution of this contract.

XI. Prohibition of Boycotting

By signing this contract, the ENGINEER represents and agrees that it is not currently engaged in, nor will it engage in, any boycott of a person or entity based in or doing business with a jurisdiction with which the State of Alabama can enjoy open trade.

XII. Anti-Discrimination

ENGINEER shall comply with all Federal, State and local laws concerning nondiscrimination, including but not limited to City of Mobile Ordinance No. 14-034 which requires, inter alia, that all entities 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.

XIII. Governing Law and Venue

This agreement shall be governed by the laws of the State of Alabama, And the appropriate venue for any actions arising out of this Agreement shall be a court of proper jurisdiction in Mobile, Alabama.

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>.

CITY OF MOBILE, A Municipal Corporation

By: William S. Stimpson
William S. Stimpson
Mayor

ATTEST:

By: Lisa C. Lambert
Its City Clerk
Print: Lisa C. Lambert



THOMPSON ENGINEERING, INC.

By: Kendall Kilpatrick

Print: Kendall Kilpatrick

Its: CEO

Address: 2970 Cottage Hill Road, Suite 190

Mobile, AL 36606

Telephone: 251-666-2443

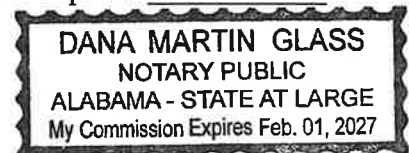
STATE OF ALABAMA
CITY OF MOBILE

I, Dana Martin Glass, a Notary Public in and for said State and County, hereby
certify that Kendall Kilpatrick, whose name as CEO of
Thompson Engineering, 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 25 day of February, 2025
Dana Martin Glass
NOTARY PUBLIC



My Commission Expires: _____



ATTACHMENT “A”

Structures

BRIDGE IDENTIFICATION CROSS REFERENCE REPORT

February 19, 2025

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Report Criteria

Area: All District: All County: All City: MOBILE MPO: All Maint: City/Municipal Hwy Agenc Insp Resp: City or Municipal Agency
LRS Route: All Status: 3 Active Sort By Bridge ID

AREA	BIN	STRUCTURE NUMBER	RECORD TYPE	FACILITY CARRIED	FEATURES INTERSECTED	LATITUDE	LONGITUDE
Mobile	000347	OMU0018 490000M03600	1	HALLS MILL RD	ESLAVA CREEK	30:39:44.88	88:05:35.56
Mobile	001303	OMU0101 490000M00100	1	HOLCOMBE AVE	ESLAVA CREEK	30:39:49.19	88:05:34.33
Mobile	002731	OMU0117 490000M01600	1	M. L. KING JR AVE	THREE MILE CREEK	30:42:13.11	88:04:18.48
Mobile	002962	OMU0109 490000M00400	1	STANTON RD	THREE MILE CREEK	30:41:48.14	88:05:17.45
Mobile	003083	OMU0042 490000M01600	1	MC VAY DR	ESLAVA CREEK	30:38:37.18	88:05:48.84
Mobile	003843	OMU0090 490000M00100	1	CENTER STREET	BRANCH	30:41:46.47	88:04:39.54
Mobile	004437	OMU0102 490000M00100	1	NALL STREET	BRANCH	30:42:11.90	88:06:18.36
Mobile	005510	OMU0020 490000M00100	1	GRAHAM AVE	TOULMIN SPRINGS	30:43:32.99	88:05:32.73
Mobile	005611	OMU0089 490000M01500	1	MOBILE ST	THREE MILE CREEK	30:42:35.05	88:06:08.43
Mobile	005929	OMU0049 490000M01300	1	SHELTON BEACH ROA	EIGHTMILE CREEK	30:44:18.37	88:08:57.41
Mobile	006005	OMU0098 490000M00100	1	MORGAN STREET	ONE MILE CREEK	30:42:07.70	88:03:15.03
Mobile	006015	OMU0122 490000M01600	1	BEAR FORK ROAD	RED CREEK	30:44:56.27	88:10:49.70
Mobile	006016	OMU0122 490000M04500	1	BEAR FORK ROAD	EIGHTMILE CREEK	30:44:56.25	88:07:56.72
Mobile	006583	OMU0018 490000M01600	1	HALLS MILL RD	MONTLIMAR/MOORE'S CREEK	30:37:35.84	88:08:10.42
Mobile	006646	OMU0065 490000M00200	1	LLEYN AVE	ESLAVA CREEK	30:40:43.94	88:08:24.74
Mobile	006661	OMU0069 490000M00100	1	LEES LANE	MONTLIMAR/MOORE'S CREEK	30:37:10.10	88:07:39.68
Mobile	006994	OMU0026 490000M00200	1	MAUDELAYNE DR.S.	SPRING BRANCH	30:37:21.48	88:09:39.85
Mobile	007008	OMU0032 490000M00100	1	ST. DOMINIC PLACE	DRAINAGE DITCH	30:38:31.84	88:08:57.32
Mobile	007031	OMU0041 490000M00100	1	AZALEA RD	MONTLIMAR CREEK	30:37:42.74	88:08:06.93
Mobile	007071	OMU0062 490000M01100	1	PLEASANT VALLEY R	MONTLIMAR CREEK	30:39:41.57	88:07:53.69
Mobile	007080	OMU0066 490000M02200	1	MICHAEL BLVD	MONTLIMAR CREEK	30:39:44.23	88:07:54.47
Mobile	007094	OMU0074 490000M04700	1	AIRPORT BLVD	MONTLIMAR CREEK	30:40:34.14	88:07:57.15
Mobile	007290	OMU0000 490000046X00	1	AIRPORT BLVD	MILKHOUSE CREEK	30:41:06.00	88:13:00.00
Mobile	007467	OMU0094 490000M00100	1	EARLE STREET	ONE MILE CREEK	30:41:56.82	88:03:13.80
Mobile	008308	OMU0029 490000M01400	1	N UNIVERSITY BLVD	EIGHTMILE CREEK	30:44:28.22	88:09:40.11
Mobile	008371	OMU0053 490000M00200	1	MCGREGOR AVE	ESLAVA CREEK	30:40:45.60	88:08:54.54
Mobile	008400	OMU0078 490000M01400	1	DAUPHIN STREET	DRAINAGE DITCH	30:41:19.93	88:07:23.37
Mobile	009391	OMU0057 490000M00200	1	DAVIDSON SCHOOL D	BOLTON BRANCH	30:39:54.57	88:08:38.88
Mobile	009408	OMU0070 490000M02100	1	SERVICE RD	ESLAVA CREEK	30:40:32.73	88:07:07.92
Mobile	009575	OCO0000 490000256Z00	1	DEMETROPOLIS ROAD	HALLS MILL CREEK	30:36:22.16	88:09:25.25
Mobile	009740	OMU0061 490000M00100	1	BERWYN WEST	ESLAVA CREEK	30:40:45.46	88:08:35.77
Mobile	010392	OMU0082 490000M02100	1	OLD SHELL ROAD	TWELVE-MILE CREEK	30:41:19.51	88:10:25.19
Mobile	010547	OMU0009 490000M00100	1	EAST DRIVE	TWELVEMILE CREEK	30:41:03.95	88:10:48.07
Mobile	010555	OMU0015 490000M00200	1	LONGLEAF DRIVE	BRANCH(NO NAME)	30:37:49.87	88:09:55.83
Mobile	010575	OMU0037 490000M00300	1	THORNTON PLACE	BOLTON BRANCH	30:39:52.54	88:09:21.92
Mobile	010791	OMU0110 490000M00500	1	ZIEGLER BLVD.	THREEMILE CREEK	30:42:31.27	88:11:57.31
Mobile	010962	OMU0030 490000M00200	1	MAUDELAYNE DR.N.	SPRING BRANCH	30:37:30.97	88:09:42.74
Mobile	010969	OMU0041 490000M03100	1	AZALEA RD/SERV RD	BOLTON BRANCH	30:39:51.71	88:09:07.53
Mobile	010997	OMU0110 490000M03500	1	ZIEGLER BLVD.	THREEMILE CREEK	30:42:22.71	88:09:04.91
Mobile	011161	OCO0000 490000205Z00	1	TODD ACRES DR	RABBIT CREEK	30:33:41.62	88:09:38.91
Mobile	011259	OMU0081 490000M00200	1	ALBA CLUB RD	PERCH CREEK	30:35:18.72	88:06:10.21
Mobile	011263	OMU0093 490000M00200	1	MT. ISLAND DR E	WOODCOCK BRANCH	30:40:43.45	88:05:52.06

BRIDGE IDENTIFICATION CROSS REFERENCE REPORT

February 19, 2025

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AREA	BIN	STRUCTURE NUMBER	RECORD TYPE	FACILITY CARRIED	FEATURES INTERSECTED	LATITUDE	LONGITUDE
Mobile	011411	OMU0010 490000M00200	1	STAPLES RD	PERCH CREEK	30:35:20.89	88:05:59.18
Mobile	011432	OMU0038 490000M02500	1	COTTAGE HILL ROAD	SPENCER BRANCH	30:38:45.89	88:10:04.07
Mobile	011461	OMU0058 490000M00200	1	GRELOT ROAD	MILKHOUSE CREEK	30:39:40.03	88:12:12.99
Mobile	011462	OMU0058 490000M00300	1	GRELOT ROAD	MILKHOUSE CREEK	30:39:40.00	88:12:06.50
Mobile	011473	OMU0078 490000M00900	1	DAUPHIN ST.	MONTLIMAR CREEK	30:41:08.23	88:07:58.58
Mobile	011620	OMU0014 490000M00100	1	BOYKIN BLVD	PERCH CREEK	30:35:38.25	88:05:55.56
Mobile	011637	OMU0024 490000M00100	1	GOLDEN AVE	TOULMIN SPRINGS	30:43:35.86	88:05:33.95
Mobile	011684	OMU0081 490000M00600	1	ALBA CLUB ROAD	PERCH CREEK	30:35:40.30	88:05:56.67
Mobile	011692	OMU0110 490000M02500	1	ZIEGLER BLVD.	BRANCH	30:42:41.06	88:10:01.15
Mobile	011791	OMU0007 490000M00400	1	BRANDY RUN ROAD	TWELVE MILE CREEK	30:41:01.52	88:11:09.31
Mobile	011827	OMU0050 490000M00200	1	GREEN TREE RD	SPENCERS BRANCH	30:39:13.59	88:10:32.43
Mobile	011830	OMU0054 490000M00200	1	HURTEL STREET	SALTWATER CREEK	30:39:30.70	88:05:13.36
Mobile	011986	OMU0013 490000M00500	1	WILDWOOD PLACE	SPENCERS BRANCH	30:39:01.19	88:10:22.98
Mobile	012016	OMU0033 490000M02600	1	DEMETROPOLIS ROAD	SPENCERS BRANCH	30:37:59.36	88:09:25.39
Mobile	012017	OMU0034 490000M00200	1	BURMA RD. WEST	SPENCERS BRANCH	30:38:15.25	88:09:44.13
Mobile	012027	OMU0046 490000M00200	1	VISTA BONITA DR.	SPENCERS BRANCH	30:39:05.00	88:10:26.87
Mobile	012401	OMU0067 490000M00200	1	MONTLIMAR DRIVE	BRANCH (NO NAME)	30:40:14.47	88:08:00.42
Mobile	012523	OCO0000 490000037X00	1	HAMILTON BLVD	WHISKEY BRANCH	30:33:16.80	88:08:36.23
Mobile	012524	OCO0000 490000038X00	1	HAMILTON BLVD	RABBIT CREEK	30:33:16.91	88:09:36.77
Mobile	012588	OMU0044 490000M00100	1	MCLAUGHLIN DRIVE	FLEETWOOD DRAINAGE	30:38:40.98	88:06:26.80
Mobile	012609	OMU0107 490000M00800	1	CRENSHAW STREET	WOODCOCK BRANCH	30:40:46.76	88:05:33.81
Mobile	012679	OMU0097 490000M00400	1	PINE HILL DR	ESLAVA CREEK	30:40:12.60	88:05:49.34
Mobile	012684	OMU0074 490000M06700	1	AIRPORT BLVD	WOODCOCK BRANCH	30:40:35.11	88:05:54.44
Mobile	012691	OMU0018 490000M02500	1	HALLS MILL RD	BOLTON BRANCH	30:39:05.35	88:06:22.14
Mobile	012822	OMU0099 490000M00600	1	MORGAN AVE	WOODCOCK BRANCH	30:40:45.91	88:05:44.90
Mobile	012823	OMU0105 490000M00700	1	WESTWOOD STREET	WOODCOCK BRANCH	30:40:46.02	88:05:37.79
Mobile	012946	OMU0001 490000M00500	1	WEST ROAD	SPRING BRANCH	30:38:12.02	88:10:43.40
Mobile	012949	OMU0003 490000M01900	1	KNOLLWOOD DRIVE	SPRING BRANCH	30:38:10.51	88:10:26.30
Mobile	013010	OMU0034 490000M01100	1	BURMA ROAD	DRAINAGE DITCH	30:38:24.68	88:08:55.44
Mobile	013048	OMU0091 490000M00100	1	MT. ISLAND DR W	WOODCOCK BRANCH	30:40:41.89	88:06:03.95
Mobile	013117	OCO0000 490000122X00	1	SOLLIE ROAD	SECOND CREEK	30:37:34.40	88:12:27.85
Mobile	013209	OCO0000 490000251X00	1	MOTEL COURT	CREEK	30:37:06.00	88:09:54.00
Mobile	013358	OMU0087 490000M00200	1	FLORIDA STREET	WOODCOCK BRANCH	30:40:39.52	88:06:17.73
Mobile	013368	OMU0097 490000M01000	1	PINEHILL DR N	WOODCOCK BRANCH	30:40:45.95	88:05:48.24
Mobile	013372	OMU0103 490000M00600	1	SEMINOLE STREET	WOODCOCK BRANCH	30:40:45.98	88:05:41.51
Mobile	013667	OCO0070 490000049X00	1	OLD SHELL ROAD	MILKHOUSE CREEK	30:41:33.36	88:12:58.68
Mobile	013772	OMU0033 490000M01400	1	DEMETROPOLIS RD	SPRING BRANCH	30:37:01.09	88:09:25.22
Mobile	013800	OMU0038 490000M02700	1	COTTAGE HILL ROAD	MONTLIMAR CREEK	30:39:36.79	88:07:42.76
Mobile	013975	OMU0067 490000M00300	1	MONTLIMAR DRIVE	BOLTON BRANCH	30:39:44.58	88:07:59.61
Mobile	014005	OMU0157 490000M00100	1	ACCESS AL ST DOCK	CSX R.R.	30:42:04.84	88:02:30.81
Mobile	014005	OMU0157 490000M00100	2	ACCESS AL ST DOCK	CSX R.R.	30:42:04.84	88:02:30.81
Mobile	014370	OMU0074 490000M05500	1	AIRP'T BLVD * S R	ESLAVA CREEK	30:40:34.33	88:07:08.14
Mobile	014373	OMU0077 490000M00300	1	SAGE AVE.	ESLAVA CREEK	30:40:25.34	88:06:52.23
Mobile	014651	OMU0156 490000M00100	1	ACCESS ROAD	DRAINAGE DITCH	30:41:17.07	88:07:23.40
Mobile	014688	OMU0018 490000M00700	1	HALLS MILL RD	SPRING BRANCH	30:36:47.74	88:09:15.34
Mobile	014689	OMU0018 490000M02000	1	HALLS MILL RD	BOLTON BRANCH	30:38:43.39	88:06:43.82

BRIDGE IDENTIFICATION CROSS REFERENCE REPORT

February 19, 2025

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AREA	BIN	STRUCTURE NUMBER	RECORD TYPE	FACILITY CARRIED	FEATURES INTERSECTED	LATITUDE	LONGITUDE
Mobile	015200	OMU0062 490000M01800	1	PLEASANT VALLEY R	DRAINAGE DITCH	30:39:41.74	88:07:20.23
Mobile	015227	OMU0114 490000M00300	1	FILLINGIM ST	THREE MILE CREEK	30:42:27.81	88:06:03.80
Mobile	015368	OCO0000 490000209Z00	1	BOWERS LANE	MUDDY CREEK	30:32:00.60	88:09:28.60
Mobile	015431	OMU0017 490000M04100	1	UNIVERSITY BLVD	THREE MILE CREEK	30:42:18.70	88:10:27.27
Mobile	015432	OMU0017 490000M04300	1	UNIVERSITY BLVD	DRAINAGE DITCH	30:42:24.23	88:10:26.36
Mobile	015871	OMU0118 490000M01900	1	OVERLOOK ROAD	BRANCH	30:43:11.10	88:10:32.51
Mobile	016182	OMU0000 490000000900	1	US 43	THREE MILE CREEK	30:43:25.57	88:03:31.58
Mobile	016421	OMU0000 490000M05000	1	UNIVERSITY BLVD	BRANCH	30:42:58.66	88:09:55.50
Mobile	016462	OCO0000 490000255Z00	1	HALLS MILL RD	HALLS MILL CREEK	30:36:25.11	88:09:36.44
Mobile	016555	OMU0038 490000M00400	1	COTTAGE HILL ROAD	MILKHOUSE CREEK	30:38:25.11	88:12:04.83
Mobile	017071	OCO0000 490000308Z00	1	CREEKWOOD DRIVE	TRIB TO SECOND CREEK	30:39:14.46	88:12:50.00
Mobile	017177	OMU0000 490000000000	1	BOLLING BROTHERS B	BOLTON'S BRANCH TRIBUTAR	30:38:59.53	88:06:50.39
Mobile	017197	OMU0000 490000000200	2	PEDESTRIAN BRIDGE	WATER STREET	30:41:29.22	88:02:20.46
Mobile	017199	OMU0000 490000000500	1	SACHEL PAIGE DR	DRAINAGE DITCH	30:39:08.77	88:07:03.78
Mobile	017200	OMU0000 490000000300	1	GIRBY ROAD	SPRING CREEK	30:37:06.35	88:09:30.86
Mobile	017201	OMU0000 490000000400	1	YORKWOOD DRIVE S.	SPRING CREEK	30:37:34.85	88:09:43.20
Mobile	017308	OCO0000 490000310X00	1	STONE HEDGE DR	SECOND CREEK	30:39:35.41	88:13:13.46
Mobile	017454	OCO0000 490000311X00	1	GRELOT RD	SECOND CREEK	30:39:40.94	88:13:26.24
Mobile	017455	OCO0000 490000312X00	1	GRELOT RD	BRANCH OF SECOND CREEK	30:39:40.46	88:13:12.02
Mobile	017497	OMU0000 490000000600	1	GAILLARD DR	3-MILE CREEK	30:42:20.39	88:09:53.83
Mobile	017571	OMU0000 490000000700	1	GAILLARD DR RELIEF	THREE MILE CREEK	30:42:21.28	88:09:53.61
Mobile	017572	OMU0000 490000000800	1	SACHEL PAIGE DR	DRAINAGE DITCH	30:38:43.32	88:06:46.88
Mobile	017839	OCO0000 490000058X00	1	COTTAGE HILL ROAD	SECOND CREEK	30:38:09.36	88:12:51.58
Mobile	017856	OMU0038 490000M04100	1	COTTAGE HILL ROAD	ESLAVA CREEK	30:40:18.50	88:06:30.00
Mobile	017857	OMU0121 490000M01800	1	CONCEPTION ST RD	THREE MILE CREEK	30:43:07.43	88:03:56.11
Mobile	017858	OMU0086 490000M00100	1	SERV RD UNIV SH VI	TWELVE MILE CREEK	30:41:23.59	88:10:23.21
Mobile	018594	O649000 490000M00300	1	TERRELL RD	PERCH CREEK	30:35:05.00	88:04:38.00
Mobile	018800	OMU0000 490000001000	1	MOBILE STREET	NALL ST. DRAINAGE CANAL	30:42:11.38	88:06:10.67
Mobile	019377	OMU0000 490000001200	1	MCVAY DRIVE	BOLTON BRANCH	30:38:45.00	88:06:11.00
Mobile	019379	OMU0000 490000001400	1	CYPRESS SHORES DR	JANIC BAYOU	30:35:53.71	88:08:11.26
Mobile	019380	OMU0000 490000001500	1	PILLANS STREET	SOUTHERN DRAIN	30:40:03.59	88:02:40.34
Mobile	019563	OMU005 490000M01600	1	HILLCREST ROAD	TWELVEMILE CREEK	30:41:05.93	88:11:26.33
Mobile	019565	OCO0000 490000269Z00	1	HILLCREST ROAD	HALLS MILL CREEK	30:36:37.63	88:11:26.78
Mobile	019798	OMU0000 490000001700	1	ROCHELLE LN	DOG RIVER TRIBUTARY	30:36:51.21	88:07:25.94
Mobile	019866	OMU0000 490000001800	1	BEL AIR BLVD	ESLAVA CREEK	30:40:26.97	88:07:04.63
Mobile	019964	OMU0000 490000M01900	1	INDUSTRIAL PKY EXT	60" INDUSTRIAL WATERLINE	30:47:41.79	88:04:12.33
Mobile	019982	OMU0000 490000002000	1	NAVCO ROAD	BOLTON BRANCH	30:38:41.61	88:06:09.39
Mobile	020002	OMU0000 490000002100	1	MUSEUM DRIVE	TWELVE-MILE CREEK	30:42:13.83	88:09:43.51
Mobile	020164	OCO1234 490000335X00	1	LAKEWIEW DR W	MILKHOUSE CREEK	30:40:54.83	88:12:51.35
Mobile	020229	OMU0000 490000002200	1	GRANADA AVENUE	SPRING CREEK	30:38:08.00	88:10:23.00
Mobile	020230	OMU0000 490000002300	1	MICHIGAN AVENUE	C.S.X RR	30:38:53.60	88:04:31.27
Mobile	020528	OMU0000 490000002500	1	EMOGENE ST	RANGELINE DITCH	30:40:58.79	88:07:23.06
Mobile	020578	OMU0000 490000002600	1	CODY RD N	MILKHOUSE CREEK	30:40:13.89	88:12:27.47
Mobile	020785	OMU0000 490000002700	1	NEVIUS RD	UNNAMED CREEK	30:36:23.97	88:11:19.18
Mobile	020867	OMU0000 490000002800	1	Baker St. Ext.	Southern Drain Canal	30:40:00.18	88:02:38.77
Mobile	020895	OMU0000 490000002900	1	S BROAD ST	DRAINAGE DITCH	30:38:57.00	88:03:45.00

BRIDGE IDENTIFICATION CROSS REFERENCE REPORT

February 19, 2025

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AREA	BIN	STRUCTURE NUMBER	RECORD TYPE	FACILITY CARRIED	FEATURES INTERSECTED	LATITUDE	LONGITUDE
Mobile	021337	OMU0000 490000003000	1	DUNLAP DRIVE	PINTO PASS	30:41:07.94	88:01:52.86
Mobile	021730	OMU0110 490000M02500	1	Ziegler Blvd	Branch	30:42:41.06	86:10:01.15

ATTACHMENT “B”

Required Underwater Inspections

LISTING OF STRUCTURES DUE FOR INSPECTION

AREA: All
COUNTY: All
CITY: MOBILE

February 19, 2025
Page 1 of 2

Report Criteria					
Area:	All	City:	MOBILE	Maintenance Resp:	City/Municipal Hwy Agenc
County:	All	MPO:	All	Inspection Resp:	City or Municipal Agency
				Inspection Type:	Underwater
				Date:	3/31/2027
				Hide Delinquent:	No
				Sort By:	Bridge ID

BIN	STR NUM	LOCATION	TYPE INSP DUE							R/SP INS DUE	I41
			R	F	U	P	N	C	DEL		
000347	OMU0018 490000M03600	0.1 MI E HOLCOMBE AVE JCT	Y	Y		Y	Y		Y	01 2026	A
002731	OMU0117 490000M01600	1.6 MI N CLAIRBORNE ST	Y	Y		Y	Y		Y	02 2026	A
013117	OCO0000 490000122X00	1 MI S. COTTAGE HILL RD	Y	Y			Y		Y	03 2026	A

ATTACHMENT “C”

Required Interim Inspections and Frequency

LISTING OF STRUCTURES DUE FOR INSPECTION

AREA: All
COUNTY: All
CITY: MOBILE

February 19, 2025
Page 1 of 2

Report Criteria

Area:	All	City:	MOBILE	Maintenance Resp:	City/Municipal Hwy Agenc	Date:	3/31/2027
County:	All	MPO:	All	Inspection Resp:	City or Municipal Agency	Hide Delinquent:	No
				Inspection Type:	Special	Sort By:	Bridge ID

BIN	STR NUM	LOCATION	TYPE INSP DUE							R/SP INS DUE	I41
			R	F	U	P	N	C	DEL		
003843	OMU0090 490000M00100	0.3 MI W CATHERINE ST	Y			Y	Y	Y	Y	01 2026	P
005510	OMU0020 490000M00100	150' N E FOREST AVE	Y			Y	Y	Y	Y	01 2026	P
005929	OMU0049 490000M01300	1.3 MI N US 98	Y			Y	Y	Y	Y	11 2026	P
006005	OMU0098 490000M00100	MORGAN @ LAWRENCE	Y			Y	Y	Y	Y	01 2026	P
006016	OMU0122 490000M04500	0.9 MI E.SHELTON BEACH RD	Y			Y	Y	Y	Y	11 2026	P
009575	OCO0000 490000256Z00	0.4 MI S HALLS MILL RD	Y			Y	Y	Y	Y	11 2026	P

ATTACHMENT “D”

Snooper & Lift Truck Inspections

LISTING OF STRUCTURES DUE FOR INSPECTION

AREA: All
COUNTY: All
CITY: MOBILE

February 19, 2025
Page 1 of 2

Report Criteria

Area:	All	City:	MOBILE	Maintenance Resp:	City/Municipal Hwy Agenc	Date:	3/31/2027
County:	All	MPO:	All	Inspection Resp:	City or Municipal Agency	Hide Delinquent:	No
				Inspection Type:	Snooper	Sort By:	Bridge ID

BIN	STR NUM	LOCATION	TYPE INSP DUE							R/SP INS DUE	I41
			R	F	U	P	N	C	DEL		
000347	OMU0018 490000M03600	0.1 MI E HOLCOMBE AVE JCT	Y	Y			Y	Y	Y	01 2026	A
001303	OMU0101 490000M00100	0.1 MI N FAIRWAY DR	Y				Y	Y	Y	01 2026	A
002731	OMU0117 490000M01600	1.6 MI N CLAIRBORNE ST	Y	Y			Y	Y	Y	02 2026	A
002962	OMU0109 490000M00400	0.4 MI N SPRING HILL AVE	Y				Y	Y	Y	02 2026	A
005611	OMU0089 490000M01500	300' N COTTON ST	Y				Y	Y	Y	02 2026	A
006583	OMU0018 490000M01600	0.1 MI W AZALEA RD	Y				Y	Y	Y	01 2026	A
006661	OMU0069 490000M00100	1 MI S HALLS MILL ROAD	Y				Y	Y	Y	01 2026	A
007031	OMU0041 490000M00100	200' N HALLS MILL RD	Y				Y	Y	Y	01 2026	A
014005	OMU0157 490000M00100	781 N. E. WATER STREET	Y				Y		Y	06 2026	A
015227	OMU0114 490000M00300	0.3 MI W STANTON RD	Y				Y	Y	Y	02 2026	A
016182	OMU0000 490000000900	2.6 MI N BANKHEAD TUNNEL	Y				Y	Y	Y	02 2026	A
020230	OMU0000 490000002300	100' E OF I-10	Y				Y		Y	05 2026	A

ATTACHMENT “E”

Schedule of Fees



Schedule of Fees & Services

The attached document is **CONFIDENTIAL**.
It is not to be reproduced or distributed without prior approval

The following document is confidential and NOT to be distributed without prior written permission.

The rates proposed are effective January 1 – December 31, 2024.

General Information

Quotations for specific projects and defined scopes of work will be provided upon request.

The following schedule of hourly fees are applicable for all time expended on a project including: preparation, site visits, portal-to-portal travel, on-site observations, consultation, research, engineering computations, preparation of drawings/specifications, and report production. The following schedule of unit fees will apply to all tests and other specific items as indicated. Consumable materials and specialized test fixtures/devices will be invoiced on a cost plus basis.

Overtime charges at one point five (1.5) times the established rate will be applicable for services rendered between 12:00 AM Saturday and 11:59 PM Sunday and on established Williams observed holidays. Emergency call-out (less than twenty-four hour notice) will be subject to this same rate.

Standard fees allow for reproduction and mailing of a total of two copies of applicable project report. Additional copies will be charged at \$0.50 per page, plus photographic reproduction, where applicable.

Professional services rendered related to expert witness testimony (preparation, deposition and/or courtroom) concerning litigations shall be invoiced at two point zero (2.0) times the listed hourly fees and may require a retainer. Travel expenses and accommodations will be charged on a cost-plus basis.

Corporate Office:
2970 Cottage Hill Rd., Ste. 190
Mobile, Alabama 36606
(P) 251.666.2443
(F) 251.666.6422

1.0 Professional Fees

1.1 Personnel

Engineer

Senior Principal Engineer (code 003)	\$320.00/hr.
Principal Engineer II (code 008)	\$283.00/hr.
Principal Engineer I (code 005)	\$248.00/hr.
Senior Engineer III (code 052)	\$240.00/hr.
Senior Engineer II (code 051)	\$210.00/hr.
Senior Engineer I (code 050)	\$198.00/hr.
Project Engineer III (code 152)	\$162.00/hr.
Project Engineer II (code 151)	\$150.00/hr.
Project Engineer I (code 150)	\$140.00/hr.
Engineering Associate III (code 201)	\$130.00/hr.
Engineering Associate II (code 200)	\$114.00/hr.
Engineering Associate I (code 260)	\$102.00/hr.

Scientist / Geologist

Principal Scientist (code 311)	\$180.00/hr.
Senior Scientist (code 115)	\$120.00/hr.
Staff Scientist III (code 165)	\$118.00/hr.
Staff Scientist II (code 215)	\$100.00/hr.
Staff Scientist I (code 270)	\$85.00/hr.

Designer / Drafter

Senior Designer III (code 658)	\$160.00/hr.
Senior Designer II (code 657)	\$130.00/hr.
Senior Designer I (code 656)	\$110.00/hr.
Designer III (code 654)	\$102.00/hr.
Designer II (code 652)	\$98.00/hr.
Designer I (code 651)	\$89.00/hr.

Technician

Senior Materials Specialist (code 515)	\$140.00/hr.
Materials Specialist (code 514)	\$105.00/hr.
Senior Technician (code 506)	\$100.00/hr.
Technician III (code 503)	\$80.00/hr.
Technician II (code 502)	\$72.00/hr.
Technician I (code 501)	\$66.00/hr.

Inspector

Senior Inspector (code 706)	\$105.00/hr.
Inspector II (code 702)	\$87.00/hr.
Inspector I (code 701)	\$65.00/hr.

Specialist

Senior Specialist (code 399)	\$142.00/hr.
Staff Specialist III (code 299)	\$121.00/hr.
Staff Specialist II (code 351)	\$100.00/hr.
Staff Specialist I (code 271)	\$87.00/hr.
Field Assistant (code 500)	\$65.00/hr.

Project Manager

Principal Project Manager (code 001)	\$257.00/hr.
Senior Project Manager (code 112)	\$225.00/hr.
Project Manager (code 162)	\$180.00/hr.
Project Coordinator II (code 250)	\$115.00/hr.
Project Coordinator I (code 252)	\$95.00/hr.

Consultant (Roofing, Safety, etc.)

Principal Consultant (code 002)	\$260.00/hr.
Registered Consultant (code 307)	\$185.00/hr.
Senior Consultant (code 313)	\$158.00/hr.
Project Consultant (code 309)	\$145.00/hr.
Staff Consultant II (code 357)	\$125.00/hr.
Staff Consultant I (code 359)	\$102.00/hr.

Surveyor

Professional Land Surveyor II (code 604)	\$195.00/hr.
Professional Land Surveyor I (code 605)	\$165.00/hr.
Drone Data Processor (code 601)	\$110.00/hr.
Drone Pilot (code 602)	\$110.00/hr.
Surveyor, Party Chief (code 603)	\$110.00/hr.
Surveyor, Instrument Man (code 606)	\$75.00/hr.
Surveyor, Rodman (code 607)	\$65.00/hr.

*Architecture/Landscape Architecture/Planner

Principal Architect (code 549)	\$201.00/hr.
Architect (code 551)	\$145.00/hr.
Interior Designer (code 552)	\$150.00/hr.
Principal Landscape Architect (code 570)	\$195.00/hr.
Senior Landscape Architect (code 571)	\$140.00/hr.
Associate Landscape Architect (code 573)	\$105.00/hr.

Administrative

Documentarian II (code 797)	\$105.00/hr.
Documentarian I (code 798)	\$90.00/hr.
Administrative Assistant II (code 799)	\$83.00/hr.
Administrative Assistant I (code 800)	\$73.00/hr.

*Services provided by Watermark Design Group, a wholly owned subsidiary of Thompson Holding, Inc.

1.2 Other Expenses

1. Automotive mileage (code A002)	\$0.72/mile
2. 4-Wheel Drive (code A002a)	\$0.85/mile
<i>Mileage charges apply only to projects more than 20 miles from office.</i>	
3. Boat (includes operator)	Special Quote
4. Per Diem (Meals and Lodging) (code A004)	\$125.00/person/day
Per Diem charge in High-Cost-of-Living areas is based upon actual cost plus 20%.	
5. Photographs (reproduced within report or at client's request) (code A005)	\$ 2.60 ea
6. Color Photocopies (code A006)	\$3.15/ea
7. Large Drawing Plots	
Monochrome Linework on bond	\$1.00/Sq. Ft.
Size D (code A007a)	\$5.19/ea
Size E (code A007b)	\$10.39/ea
Long Plot (140x32) (code A007c)	\$31.11/ea
2 pc Super Plot (140x60) (code A007d)	\$58.33/ea
11x17 Reduction (code A007e)	\$1.30/ea
Custom (Glossy 40x28) (code A007f)	\$38.89/ea
Color Image on plain bond	\$6.00/Sq. Ft.
Size D (code A007g)	\$31.17/ea
Size E (code A007h)	\$62.33/ea
Long Plot (140x32) (code A007i)	\$186.67/ea
2 pc Super Plot (140x60) (code A007j)	\$350.00/ea
11x17 Reduction (code A007k)	\$7.79/ea
Custom (Glossy 106x36) (code A007m)	\$185.50/ea
8. Direct non-salary expense	Cost Plus 10%
9. Sub-Contractor markup	Cost Plus 10%

ATTACHMENT "F"

Insurance Certificates and E-Verify Documents



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

2/18/2025

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

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

PRODUCER Arthur J. Gallagher Risk Management Services, LLC 760 Howard Ave. Biloxi MS 39530	CONTACT NAME: Patty Savage PHONE (A/C, No, Ext): 8002770856 E-MAIL ADDRESS: Patty_Savage@ajg.com FAX (A/C, No): 228-863-1957														
INSURED Thompson Engineering Inc. 2970 Cottage Hill Rd Ste 190 Mobile AL 36606	THOMINC-03 <table><tr><th>INSURER(S) AFFORDING COVERAGE</th><th>NAIC #</th></tr><tr><td>INSURER A : Beazley Insurance Company, Inc.</td><td>37540</td></tr><tr><td>INSURER B : Travelers Property Casualty Co of America</td><td>25674</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 : Beazley Insurance Company, Inc.	37540	INSURER B : Travelers Property Casualty Co of America	25674	INSURER C :		INSURER D :		INSURER E :		INSURER F :	
INSURER(S) AFFORDING COVERAGE	NAIC #														
INSURER A : Beazley Insurance Company, Inc.	37540														
INSURER B : Travelers Property Casualty Co of America	25674														
INSURER C :															
INSURER D :															
INSURER E :															
INSURER F :															

COVERAGES**CERTIFICATE NUMBER:** 999306791**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) \$ \$
B	☒ UMBRELLA LIAB ☒ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE ☐ DED ☒ RETENTION \$ 10,000			CUP8S42687025NF	2/1/2025	2/1/2026	EACH OCCURRENCE \$ 2,000,000 AGGREGATE \$ 2,000,000 \$
	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				PER STATUTE ☐ OTH-ER ☐ E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A	Professional Liability			C1D697250901	2/1/2025	2/1/2026	Per Claim Aggregate 2,000,000 2,000,000

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

NOTE: Umbrella Coverage above; policy number CUP8S42687025NF through Travelers Property Casualty Co of America is excess coverage over General Liability policy number GLO3534778-03, Auto Liability policy number BAP3534779-03, and Employers Liability policy number WC3534777-03 written through Zurich American Insurance Company effective 2/1/2025 to 2/1/2026. Umbrella is follow form these policies.

2026 Bridge Inspection Cycle 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

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IMPORTANT NOTICE ABOUT HOLD HARMLESS AND INDEMNIFICATION AGREEMENTS

While insurance policies may respond to certain contractual assumption of liability or responsibility (Hold Harmless/Indemnification Agreements/Clauses), such policies are not broad enough to transfer or fund all assumed exposures. In addition, insurance policies have monetary limits that apply to covered claims. Our receipt of hold harmless/indemnification agreements and issuance of certificates of insurance is not validation that all conditions of the hold harmless/indemnification agreement have been met. Most assumption of risk agreements/clauses are broader than the terms and conditions of insurance policies.

IMPORTANT NOTICE ABOUT AUTOMATIC STATUS ADDITIONAL INSURED/S/WAIVERS

The certificate of insurance may represent that Additional Insured &/or Waiver status is included when required by written contract. In order for Additional Insured &/or Waiver status to be triggered in this case, there must be a written and executed contract between the insured and the person(s) or organization(s) for which Additional Insured &/or Waiver status is required.



THOMENG-01

KCROSBY

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
2/18/2025

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

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

PRODUCER PGIS, LLC dba Turner Insurance & Bonding Co. PO Drawer 230789 Montgomery, AL 36123	CONTACT NAME: Rachel Hutto
	PHONE (A/C, No, Ext): (334) 244-0004 FAX (A/C, No):
	E-MAIL ADDRESS: rhutto@turnerfirst.com
	INSURER(S) AFFORDING COVERAGE NAIC #
	INSURER A: Zurich American Insurance Co. 16535
	INSURER B:
	INSURER C:
	INSURER D:
	INSURER E:
	INSURER F:

INSURED

Thompson Engineering, Inc.
2970 Cottage Hill Road, Ste. 190
Mobile, AL 36606

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR ☒ Contractual Liab. ☒ XCU Included GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☒ PRO-JECT ☐ LOC OTHER:	X	X	GLO 3534778-03	2/1/2025	2/1/2026	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 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	X	X	BAP 3534779-03	2/1/2025	2/1/2026	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	UMBRELLA LIAB ☐ OCCUR EXCESS LIAB ☐ CLAIMS-MADE DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$
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	WC 3534777-03	2/1/2025	2/1/2026	☒ 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
A	Auto Physical Damage			BAP 3534779-03	2/1/2025	2/1/2026	Various deductibles

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
CITY WIDE BRIDGE INSPECTION (2026 CYCLE). CITY PROJECT NO. 2025-3005-18.

City of Mobile is named as an additional insured on a primary & non contributory basis on the General Liability and Auto Liability policies as required by written contract. A waiver of subrogation applies in favor of City of Mobile as respects General Liability, Automobile Liability, & Workers Compensation where required by written contract. WC Alternate employer endorsement applies where required by written contract. 30 days written notice of cancellation applies 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

**THE E-VERIFY
MEMORANDUM OF UNDERSTANDING
FOR EMPLOYERS USING AN E-VERIFY EMPLOYER AGENT**

**ARTICLE I
PURPOSE AND AUTHORITY**

The parties to this agreement are the Department of Homeland Security (DHS), the Thompson Holdings, Inc (Employer), and the E-Verify Employer Agent. The purpose of this agreement is to set forth terms and conditions which the Employer and the E-Verify Employer Agent will follow while participating in E-Verify.

E-Verify is a program that electronically confirms an employee's eligibility to work in the United States after completion of Form I-9, Employment Eligibility Verification (Form I-9). This Memorandum of Understanding (MOU) explains certain features of the E-Verify program and describes specific responsibilities of the Employer, the E-Verify Employer Agent, the Social Security Administration (SSA), and DHS.

Authority for the E-Verify program is found in Title IV, Subtitle A, of the Illegal Immigration Reform and Immigrant Responsibility Act of 1996 (IIRIRA), Pub. L. 104-208, 110 Stat. 3009, as amended (8 U.S.C. Section 1324a note). The Federal Acquisition Regulation (FAR) Subpart 22.18, "Employment Eligibility Verification" and Executive Order 12989, as amended, provide authority for Federal contractors and subcontractors (Federal contractor) to use E-Verify to verify the employment eligibility of certain employees working on Federal contracts.

**ARTICLE II
RESPONSIBILITIES**

A. RESPONSIBILITIES OF THE EMPLOYER

1. The Employer agrees to display the following notices supplied by DHS in a prominent place that is clearly visible to prospective employees and all employees who are to be verified through the system:
 - A. Notice of E-Verify Participation
 - B. Notice of Right to Work
2. The Employer agrees to provide to the SSA and DHS the names, titles, addresses, and telephone numbers of the Employer representatives to be contacted about E-Verify. The Employer also agrees to keep such information current by providing updated information to SSA and DHS whenever the representatives' contact information changes.
3. The Employer shall become familiar with and comply with the most recent version of the E-Verify User Manual. The Employer will obtain the E-Verify User Manual from the E-Verify Employer Agent.
4. The Employer agrees to comply with current Form I-9 procedures, with two exceptions:
 - A. If an employee presents a "List B" identity document, the Employer agrees to only accept "List B" documents that contain a photo. (List B documents identified in 8 C.F.R. 274a.2(b)(1)(B)) can be presented during the Form I-9 process to establish identity.) If an employee objects to the photo requirement for religious reasons, the Employer should contact E-Verify at 1-888-464-4218.
 - B. If an employee presents a DHS Form I-551 (Permanent Resident Card), Form I-766 (Employment Authorization Document), or U.S. Passport or Passport Card to complete I-Form I-9, the Employer agrees to make a photocopy of the document and to retain the photocopy with the employee's Form I-9. The Employer will use the photocopy to verify the photo and to assist DHS with its review of photo mismatches that employees contest. DHS may in the future designate other documents that activate the photo screening tool.

Note: Subject only to the exceptions noted previously in this paragraph, employees still retain the right to present any List A, or List B and List C, document(s) to complete the Form I-9.

5. The Employer agrees to record the case verification number on the employee's Form I-9 or to print the screen containing the case verification number and attach it to the employee's Form I-9.

6. The Employer agrees that, although it participates in E-Verify, the Employer has a responsibility to complete, retain, and make available for inspection Forms I-9 that relate to its employees, or from other requirements of applicable regulations or laws, including the obligation to comply with the antidiscrimination requirements of section 274B of the INA with respect to Form I-9 procedures.
 - A. The following modified requirements are the only exceptions to an Employer's obligation to not employ unauthorized workers and comply with the anti-discrimination provision of the INA: (1) List B identity documents must have photos, as described in paragraph 5 above; (2) When an Employer confirms the identity and employment eligibility of newly hired employee using E-Verify procedures, the Employer establishes a rebuttable presumption that it has not violated section 274A(a)(1)(A) of the Immigration and Nationality Act (INA) with respect to the hiring of that employee; (3) If the Employer receives a final nonconfirmation for an employee, but continues to employ that person, the Employer must notify DHS and the Employer is subject to a civil money penalty between \$550 and \$1,100 for each failure to notify DHS of continued employment following a final nonconfirmation; (4) If the Employer continues to employ an employee after receiving a final nonconfirmation, then the Employer is subject to a rebuttable presumption that it has knowingly employed an unauthorized alien in violation of section 274A(a)(1)(A); and (5) no E-Verify participant is civilly or criminally liable under any law for any action taken in good faith based on information provided through the E-Verify.
 - B. DHS reserves the right to conduct Form I-9 compliance inspections, as well as any other enforcement or compliance activity authorized by law, including site visits, to ensure proper use of E-Verify.
7. The Employer is strictly prohibited from creating an E-Verify case before the employee has been hired, meaning that a firm offer of employment was extended and accepted and Form I-9 was completed. The Employer agrees to create an E-Verify case for new employees within three Employer business days after each employee has been hired (after both Sections 1 and 2 of Form I-9 have been completed), and to complete as many steps of the E-Verify process as are necessary according to the E-Verify User Manual. If E-Verify is temporarily unavailable, the three-day time period will be extended until it is again operational in order to accommodate the Employer's attempting, in good faith, to make inquiries during the period of unavailability.
8. The Employer agrees not to use E-Verify for pre-employment screening of job applicants, in support of any unlawful employment practice, or for any other use that this MOU or the E-Verify User Manual does not authorize.
9. The Employer must use E-Verify (through its E-Verify Employer Agent) for all new employees. The Employer will not verify selectively and will not verify employees hired before the effective date of this MOU. Employers who are Federal contractors may qualify for exceptions to this requirement as described in Article II.B of this MOU.
10. The Employer agrees to follow appropriate procedures (see Article III below) regarding tentative nonconfirmations. The Employer must promptly notify employees in private of the finding and provide them with the notice and letter containing information specific to the employee's E-Verify case. The Employer agrees to provide both the English and the translated notice and letter for employees with limited English proficiency to employees. The Employer agrees to provide written referral instructions to employees and instruct affected employees to bring the English copy of the letter to the SSA. The Employer must allow employees to contest the finding, and not take adverse action against employees if they choose to contest the finding, while their case is still pending. Further, when employees contest a tentative nonconfirmation based upon a photo mismatch, the Employer must take additional steps (see Article III.B below) to contact DHS with information necessary to resolve the challenge.
11. The Employer agrees not to take any adverse action against an employee based upon the employee's perceived employment eligibility status while SSA or DHS is processing the verification request unless the Employer obtains knowledge (as defined in 8 C.F.R. Section 274a.1(l)) that the employee is not work authorized. The Employer understands that an initial inability of the SSA or DHS automated verification system to verify work authorization, a tentative nonconfirmation, a case in continuance (indicating the need for additional time for the government to resolve a case), or the finding of a photo mismatch, does not establish, and should not be interpreted as, evidence that the employee is not work authorized. In any of such cases, the employee must be provided a full and fair opportunity to contest the finding, and if he or she does so, the employee may not be terminated or suffer any adverse employment consequences based upon the employee's perceived employment eligibility status (including denying, reducing, or extending work hours, delaying or preventing training, requiring an employee to work in poorer conditions, withholding pay, refusing to assign the employee to a Federal contract or other assignment, or otherwise assuming that he or she is unauthorized to work) until and unless secondary verification by SSA or DHS has been completed and a final nonconfirmation has been issued. If the employee does not choose to contest a tentative nonconfirmation or a photo mismatch or if a secondary verification is completed and a final nonconfirmation is issued, then the Employer can find the employee is not work authorized and terminate

the employee's employment. Employers or employees with questions about a final nonconfirmation may call E-Verify at 1-888-464-4218 (customer service) or 1-888-897-7781 (worker hotline).

12. The Employer agrees to comply with Title VII of the Civil Rights Act of 1964 and section 274B of the INA as applicable by not discriminating unlawfully against any individual in hiring, firing, employment eligibility verification, or recruitment or referral practices because of his or her national origin or citizenship status, or by committing discriminatory documentary practices. The Employer understands that such illegal practices can include selective verification or use of E-Verify except as provided in part D below, or discharging or refusing to hire employees because they appear or sound "foreign" or have received tentative nonconfirmations. The Employer further understands that any violation of the immigration-related unfair employment practices provisions in section 274B of the INA could subject the Employer to civil penalties, back pay awards, and other sanctions, and violations of Title VII could subject the Employer to back pay awards, compensatory and punitive damages. Violations of either section 274B of the INA or Title VII may also lead to the termination of its participation in E-Verify. If the Employer has any questions relating to the anti-discrimination provision, it should contact OSC at 1-800-255-8155 or 1-800-237-2515 (TDD).
13. The Employer agrees that it will use the information it receives from E-Verify (through its E-Verify Employer Agent) only to confirm the employment eligibility of employees as authorized by this MOU. The Employer agrees that it will safeguard this information, and means of access to it (such as PINS and passwords), to ensure that it is not used for any other purpose and as necessary to protect its confidentiality, including ensuring that it is not disseminated to any person other than employees of the Employer who are authorized to perform the Employer's responsibilities under this MOU, except for such dissemination as may be authorized in advance by SSA or DHS for legitimate purposes.
14. The Employer agrees to notify DHS immediately in the event of a breach of personal information. Breaches are defined as loss of control or unauthorized access to E-Verify personal data. All suspected or confirmed breaches should be reported by calling 1-888-464-4218 or via email a E-Verify@dhs.gov. Please use "Privacy Incident - Password" in the subject line of your email when sending a breach report to E-Verify.
15. The Employer acknowledges that the information it receives through the E-Verify Employer Agent from SSA is governed by the Privacy Act (5 U.S.C. Section 552a(i)(1) and (3)) and the Social Security Act (42 U.S.C. 1306(a)). Any person who obtains this information under false pretenses or uses it for any purpose other than as provided for in this MOU may be subject to criminal penalties.
16. The Employer agrees to cooperate with DHS and SSA in their compliance monitoring and evaluation of E-Verify (whether directly or through their E-Verify Employer Agent), which includes permitting DHS, SSA, their contractors and other agents, upon reasonable notice, to review Forms I-9 and other employment records and to interview it and its employees regarding the Employer's use of E-Verify, and to respond in a prompt and accurate manner to DHS requests for information relating to their participation in E-Verify.
17. The Employer shall not make any false or unauthorized claims or references about its participation in E-Verify on its website, in advertising materials, or other media. The Employer shall not describe its services as federally-approved, federally-certified, or federally-recognized, or use language with a similar intent on its website or other materials provided to the public. Entering into this MOU does not mean that E-Verify endorses or authorizes your E-Verify services and any claim to that effect is false.
18. The Employer shall not state in its website or other public documents that any language used therein has been provided or approved by DHS, USCIS or the Verification Division, without first obtaining the prior written consent of DHS.
19. The Employer agrees that E-Verify trademarks and logos may be used only under license by DHS/USCIS (see M-795 ([Web](#))) and, other than pursuant to the specific terms of such license, may not be used in any manner that might imply that the Employer's services, products, websites, or publications are sponsored by, endorsed by, licensed by, or affiliated with DHS, USCIS, or E-Verify.
20. The Employer understands that if it uses E-Verify procedures for any purpose other than as authorized by this MOU, the Employer may be subject to appropriate legal action and termination of its participation in E-Verify according to this MOU.
21. The Employer agrees that it will notify its E-Verify Employer Agent immediately if it is awarded a federal contract with the FAR clause. Your E-Verify Employer Agent needs this information so that it can update your company's E-Verify profile within 30 days of the contract award date.

B. RESPONSIBILITIES OF E-VERIFY EMPLOYER AGENT

1. The E-Verify Employer Agent agrees to provide to the SSA and DHS the names, titles, addresses, and telephone numbers of the E-Verify Employer Agent representatives who will be accessing information under E-Verify and shall update them as needed to keep them current.
2. The E-Verify Employer Agent agrees to become familiar with and comply with the E-Verify User Manual and provide a copy of the most current version of the E-Verify User Manual to the Employer so that the Employer

can become familiar with and comply with E-Verify policy and procedures. The E-Verify Employer Agent agrees to obtain a revised E-Verify User Manual as it becomes available and to provide a copy of the revised version to the Employer no later than 30 days after the manual becomes available.

3. The E-Verify Employer Agent agrees that any person accessing E-Verify on its behalf is trained on the most recent E-Verify policy and procedures.
4. The E-Verify Employer Agent agrees that any E-Verify Employer Agent Representative who will perform employment verification cases will complete the E-Verify Tutorial before that individual initiates any cases.
 - A. The E-Verify Employer Agent agrees that all E-Verify Employer Agent representatives will take the refresher tutorials initiated by the E-Verify program as a condition of continued use of E-Verify, including any tutorials for Federal contractors, if any of the Employers represented by the E-Verify Employer Agent is a Federal contractor.
 - B. Failure to complete a refresher tutorial will prevent the E-Verify Employer Agent and Employer from continued use of E-Verify.
5. The E-Verify Employer Agent agrees to grant E-Verify access only to current employees who need E-Verify access. The E-Verify Employer Agent must promptly terminate an employee's E-Verify access if the employee is separated from the company or no longer needs access to E-Verify.
6. The E-Verify Employer Agent agrees to obtain the necessary equipment to use E-Verify as required by the E-Verify rules and regulations as modified from time to time.
7. The E-Verify Employer Agent agrees to, consistent with applicable laws, regulations, and policies, commit sufficient personnel and resources to meet the requirements of this MOU.
8. The E-Verify Employer Agent agrees to provide its clients with training on E-Verify processes, policies, and procedures. The E-Verify Employer Agent also agrees to provide its clients with ongoing E-Verify training as needed. E-Verify is not responsible for providing training to clients of E-Verify Employer Agents.
9. The E-Verify Employer Agent agrees to provide the Employer with the notices described in Article II.B.1 below.
10. The E-Verify Employer Agent agrees to create E-Verify cases for the Employer it represents in accordance with the E-Verify Manual, the E-Verify Web-Based Tutorial and all other published E-Verify rules and procedures. The E-Verify Employer Agent will create E-Verify cases using information provided by the Employer and will immediately communicate the response back to the Employer. If E-Verify is temporarily unavailable, the three-day time period will be extended until it is again operational in order to accommodate the E-Verify Employer Agent's attempting, in good faith, to make inquiries on behalf of the Employer during the period of unavailability.
11. When the E-Verify Employer Agent receives notice from a client company that it has received a contract with the FAR clause, then the E-Verify Employer Agent must update the company's E-Verify profile within 30 days of the contract award date.
12. If data is transmitted between the E-Verify Employer Agent and its client, then the E-Verify Employer Agent agrees to protect personally identifiable information during transmission to and from the E-Verify Employer Agent.
13. The E-Verify Employer Agent agrees to notify DHS immediately in the event of a breach of personal information. Breaches are defined as loss of control or unauthorized access to E-Verify personal data. All suspected or confirmed breaches should be reported by calling 1-888-464-4218 or via email at E-Verify@dhs.gov. Please use "Privacy Incident - Password" in the subject line of your email when sending a breach report to E-Verify.
14. The E-Verify Employer Agent agrees to fully cooperate with DHS and SSA in their compliance monitoring and evaluation of E-Verify, including permitting DHS, SSA, their contractors and other agents, upon reasonable notice, to review Forms I-9, employment records, and all records pertaining to the E-Verify Employer Agent's use of E-Verify, and to interview it and its employees regarding the use of E-Verify, and to respond in a timely and accurate manner to DHS requests for information relating to their participation in E-Verify.
15. The E-Verify Employer Agent shall not make any false or unauthorized claims or references about its participation in E-Verify on its website, in advertising materials, or other media. The E-Verify Employer Agent shall not describe its services as federally-approved, federally-certified, or federally-recognized, or use language with a similar intent on its website or other materials provided to the public. Entering into this MOU does not mean that E-Verify endorses or authorizes your E-Verify Employer Agent services and any claim to that effect is false.
16. The E-Verify Employer Agent shall not state in its website or other public documents that any language used therein has been provided or approved by DHS, USCIS or the Verification Division, without first obtaining the

prior written consent of DHS.

17. The E-Verify Employer Agent agrees that E-Verify trademarks and logos may be used only under license by DHS/USCIS (see) and, other than pursuant to the specific terms of such license, may not be used in any manner that might imply that the E-Verify Employer Agent's services, products, websites, or publications are sponsored by, endorsed by, licensed by, or affiliated with DHS, USCIS, or E-Verify.
18. The E-Verify Employer Agent understands that if it uses E-Verify procedures for any purpose other than as authorized by this MOU, the E-Verify Employer Agent may be subject to appropriate legal action and termination of its participation in E-Verify according to this MOU.

C. RESPONSIBILITIES OF FEDERAL CONTRACTORS

The E-Verify Employer Agent shall ensure that the E-Verify Employer Agent and the Employers represented by the E-Verify Employer Agent carry out the following responsibilities if the Employer is a Federal contractor or becomes a federal contractor. The E-Verify Employer Agent should instruct the client to keep the E-Verify Employer Agent informed about any changes or updates related to federal contracts. It is the E-Verify Employer Agent's responsibility to ensure that its clients are in compliance with all E-Verify policies and procedures.

1. If the Employer is a Federal contractor with the FAR E-Verify clause subject to the employment verification terms in Subpart 22.18 of the FAR, it will become familiar with and comply with the most current version of the E-Verify User Manual for Federal Contractors as well as the E-Verify Supplemental Guide for Federal Contractors.
2. In addition to the responsibilities of every employer outlined in this MOU, the Employer understands that if it is a Federal contractor subject to the employment verification terms in Subpart 22.18 of the FAR it must verify the employment eligibility of any "employee assigned to the contract" (as defined in FAR 22.1801). Once an employee has been verified through E-Verify by the Employer, the Employer may not reverify the employee through E-Verify.
 - A. An Employer that is not enrolled in E-Verify as a Federal contractor at the time of a contract award must enroll as a Federal contractor in the E-Verify program within 30 calendar days of contract award and, within 90 days of enrollment, begin to verify employment eligibility of new hires using E-Verify. The Employer must verify those employees who are working in the United States, whether or not they are assigned to the contract. Once the Employer begins verifying new hires, such verification of new hires must be initiated within three business days after the hire date. Once enrolled in E-Verify as a Federal contractor, the Employer must begin verification of employees assigned to the contract within 90 calendar days after the date of enrollment or within 30 days of an employee's assignment to the contract, whichever date is later.
 - B. Employers enrolled in E-Verify as a Federal contractor for 90 days or more at the time of a contract award must use E-Verify to begin verification of employment eligibility for new hires of the Employer who are working in the United States, whether or not assigned to the contract, within three business days after the date of hire. If the Employer is enrolled in E-Verify as a Federal contractor for 90 calendar days or less at the time of contract award, the Employer must, within 90 days of enrollment, begin to use E-Verify to initiate verification of new hires of the contractor who are working in the United States, whether or not assigned to the contract. Such verification of new hires must be initiated within three business days after the date of hire. An Employer enrolled as a Federal contractor in E-Verify must begin verification of each employee assigned to the contract within 90 calendar days after date of contract award or within 30 days after assignment to the contract, whichever is later.
 - C. Federal contractors that are institutions of higher education (as defined at 20 U.S.C. 1001(a)), state or local governments, governments of Federally recognized Indian tribes, or sureties performing under a takeover agreement entered into with a Federal agency under a performance bond may choose to only verify new and existing employees assigned to the Federal contract. Such Federal contractors may, however, elect to verify all new hires, and/or all existing employees hired after November 6, 1986. Employers in this category must begin verification of employees assigned to the contract within 90 calendar days after the date of enrollment or within 30 days of an employee's assignment to the contract, whichever date is later.
 - D. Upon enrollment, Employers who are Federal contractors may elect to verify employment eligibility of all existing employees working in the United States who were hired after November 6, 1986, instead of verifying only those employees assigned to a covered Federal contract. After enrollment, Employers must elect to verify existing staff following DHS procedures and begin E-Verify verification of all existing employees within 180 days after the election.
 - E. The Employer may use a previously completed Form I-9 as the basis for creating an E-Verify case for an employee assigned to a contract as long as:
 - i. That Form I-9 is complete (including the SSN) and complies with Article II.A.6,

- ii. The employee's work authorization has not expired, and
 - iii. The Employer has reviewed the information reflected in the Form I-9 either in person or in communications with the employee to ensure that the employee's Section 1, Form I-9 attestation has not changed (including, but not limited to, a lawful permanent resident alien having become a naturalized U.S. citizen).
- F. The Employer shall complete a new Form I-9 consistent with Article II.A.6 or update the previous Form I-9 to provide the necessary information if:
- i. The Employer cannot determine that Form I-9 complies with Article II.A.6,
 - ii. The employee's basis for work authorization as attested in Section 1 has expired or changed, or
 - iii. The Form I-9 contains no SSN or is otherwise incomplete.

Note: If Section 1 of Form I-9 is otherwise valid and up-to-date and the form otherwise complies with Article II.C.5, but reflects documentation (such as a U.S. passport or Form I-551) that expired after completing Form I-9, the Employer shall not require the production of additional documentation, or use the photo screening tool described in Article II.A.5, subject to any additional or superseding instructions that may be provided on this subject in the E-Verify User Manual.

- G. The Employer agrees not to require a second verification using E-Verify of any assigned employee who has previously been verified as a newly hired employee under this MOU or to authorize verification of any existing employee by any Employer that is not a Federal contractor based on this Article.
3. The Employer understands that if it is a Federal contractor, its compliance with this MOU is a performance requirement under the terms of the Federal contract or subcontract, and the Employer consents to the release of information relating to compliance with its verification responsibilities under this MOU to contracting officers or other officials authorized to review the Employer's compliance with Federal contracting requirements.

D. RESPONSIBILITIES OF SSA

1. SSA agrees to allow DHS to compare data provided by the Employer (through the E-Verify Employer Agent) against SSA's database. SSA sends DHS confirmation that the data sent either matches or does not match the information in SSA's database.
2. SSA agrees to safeguard the information the Employer provides (through the E-Verify Employer Agent) through E-Verify procedures. SSA also agrees to limit access to such information, as is appropriate by law, to individuals responsible for the verification of Social Security numbers or responsible for evaluation of E-Verify or such other persons or entities who may be authorized by SSA as governed by the Privacy Act (5 U.S.C. Section 552a), the Social Security Act (42 U.S.C. 1306(a)), and SSA regulations (20 CFR Part 401).
3. SSA agrees to provide case results from its database within three Federal Government work days of the initial inquiry. E-Verify provides the information to the E-Verify Employer Agent.
4. SSA agrees to update SSA records as necessary if the employee who contests the SSA tentative nonconfirmation visits an SSA field office and provides the required evidence. If the employee visits an SSA field office within the eight Federal Government work days from the date of referral to SSA, SSA agrees to update SSA records, if appropriate, within the eight-day period unless SSA determines that more than eight days may be necessary. In such cases, SSA will provide additional instructions to the employee. If the employee does not visit SSA in the time allowed, E-Verify may provide a final nonconfirmation to the E-Verify Employer Agent.

Note: If an Employer experiences technical problems, or has a policy question, the employer should contact E-Verify at 1-888-464-4218.

E. RESPONSIBILITIES OF DHS

1. DHS agrees to provide the Employer with selected data from DHS databases to enable the Employer (through the E-Verify Employer Agent) to conduct, to the extent authorized by this MOU:
 - A. Automated verification checks on alien employees by electronic means, and
 - B. Photo verification checks (when available) on employees.
2. DHS agrees to assist the E-Verify Employer Agent with operational problems associated with its participation in E-Verify. DHS agrees to provide the E-Verify Employer Agent names, titles, addresses, and telephone numbers of DHS representatives to be contacted during the E-Verify process.
3. DHS agrees to provide to the E-Verify Employer Agent with access to E-Verify training materials as well as

an E-Verify User Manual that contain instructions on E-Verify policies, procedures, and requirements for both SSA and DHS, including restrictions on the use of E-Verify.

4. DHS agrees to train E-Verify Employer Agents on all important changes made to E-Verify through the use of mandatory refresher tutorials and updates to the E-Verify User Manual. Even without changes to E-Verify, DHS reserves the right to require E-Verify Employer Agents to take mandatory refresher tutorials.
5. DHS agrees to provide to the Employer (through the E-Verify Employer Agent) a notice, which indicates the Employer's participation in E-Verify. DHS also agrees to provide to the Employer anti-discrimination notices issued by the Office of Special Counsel for Immigration-Related Unfair Employment Practices (OSC), Civil Rights Division, U.S. Department of Justice.
6. DHS agrees to issue each of the E-Verify Employer Agent's E-Verify users a unique user identification number and password that permits them to log in to E-Verify.
7. HS agrees to safeguard the information the Employer provides (through the E-Verify Employer Agent), and to limit access to such information to individuals responsible for the verification process, for evaluation of E-Verify, or to such other persons or entities as may be authorized by applicable law. Information will be used only to verify the accuracy of Social Security numbers and employment eligibility, to enforce the INA and Federal criminal laws, and to administer Federal contracting requirements.
8. DHS agrees to provide a means of automated verification that provides (in conjunction with SSA verification procedures) confirmation or tentative nonconfirmation of employees' employment eligibility within three Federal Government work days of the initial inquiry.
9. DHS agrees to provide a means of secondary verification (including updating DHS records) for employees who contest DHS tentative nonconfirmations and photo mismatch tentative nonconfirmations. This provides final confirmation or nonconfirmation of the employees' employment eligibility within 10 Federal Government work days of the date of referral to DHS, unless DHS determines that more than 10 days may be necessary. In such cases, DHS will provide additional verification instructions.

ARTICLE III

REFERRAL OF INDIVIDUALS TO SSA AND DHS

A. REFERRAL TO SSA

1. If the Employer receives a tentative nonconfirmation issued by SSA, the Employer must print the notice as directed by E-Verify. The Employer must promptly notify employees in private of the finding and provide them with the notice and letter containing information specific to the employee's E-Verify case. The Employer also agrees to provide both the English and the translated notice and letter for employees with limited English proficiency to employees. The Employer agrees to provide written referral instructions to employees and instruct affected employees to bring the English copy of the letter to the SSA. The Employer must allow employees to contest the finding, and not take adverse action against employees if they choose to contest the finding, while their case is still pending.
2. The Employer agrees to obtain the employee's response about whether he or she will contest the tentative nonconfirmation as soon as possible after the Employer receives the tentative nonconfirmation. Only the employee may determine whether he or she will contest the tentative nonconfirmation.
3. After a tentative nonconfirmation, the Employer will refer employees to SSA field offices only as directed by E-Verify. The Employer must record the case verification number, review the employee information submitted to E-Verify to identify any errors, and find out whether the employee contests the tentative nonconfirmation. The Employer will transmit the Social Security number, or any other corrected employee information that SSA requests, to SSA for verification again if this review indicates a need to do so.
4. The Employer will instruct the employee to visit an SSA office within eight Federal Government work days. SSA will electronically transmit the result of the referral to the Employer within 10 Federal Government work days of the referral unless it determines that more than 10 days is necessary.
5. While waiting for case results, the Employer agrees to check the E-Verify system regularly for case updates.
6. The Employer agrees not to ask the employee to obtain a printout from the Social Security Administration number database (the Numident) or other written verification of the SSN from the SSA.

B. REFERRAL TO DHS

1. If the Employer receives a tentative nonconfirmation issued by DHS, the Employer must promptly notify employees in private of the finding and provide them with the notice and letter containing information specific to the employee's E-Verify case. The Employer also agrees to provide both the English and the translated notice and letter for employees with limited English proficiency to employees. The Employer must allow employees to contest the finding, and not take adverse action against employees if they choose to

contest the finding, while their case is still pending.

2. The Employer agrees to obtain the employee's response about whether he or she will contest the tentative nonconfirmation as soon as possible after the Employer receives the tentative nonconfirmation. Only the employee may determine whether he or she will contest the tentative nonconfirmation.
3. The Employer agrees to refer individuals to DHS only when the employee chooses to contest a tentative nonconfirmation.
4. If the employee contests a tentative nonconfirmation issued by DHS, the Employer will instruct the employee to contact DHS through its toll-free hotline (as found on the referral letter) within eight Federal Government work days.
5. If the Employer finds a photo mismatch, the Employer must provide the photo mismatch tentative nonconfirmation notice and follow the instructions outlined in paragraph 1 of this section for tentative nonconfirmations, generally.
6. The Employer agrees that if an employee contests a tentative nonconfirmation based upon a photo mismatch, the Employer will send a copy of the employee's Form I-551, Form I-766, U.S. Passport, or passport card to DHS for review by:
 - A. Scanning and uploading the document, or
 - B. Sending a photocopy of the document by express mail (furnished and paid for by the employer).
7. The Employer understands that if it cannot determine whether there is a photo match/mismatch, the Employer must forward the employee's documentation to DHS as described in the preceding paragraph. The Employer agrees to resolve the case as specified by the DHS representative who will determine the photo match or mismatch.
8. DHS will electronically transmit the result of the referral to the Employer within 10 Federal Government work days of the referral unless it determines that more than 10 days is necessary.
9. While waiting for case results, the Employer agrees to check the E-Verify system regularly for case updates.

ARTICLE IV

SERVICE PROVISIONS

A. NO SERVICE FEES

1. SSA and DHS will not charge the Employer for verification services performed under this MOU. The Employer is responsible for providing equipment needed to make inquiries. To access E-Verify, an Employer will need a personal computer with Internet access.

ARTICLE V

MODIFICATION AND TERMINATION

A. MODIFICATION

1. This MOU is effective upon the signature of all parties and shall continue in effect for as long as the SSA and DHS operates the E-Verify program unless modified in writing by the mutual consent of all parties.
2. Any and all E-Verify system enhancements by DHS or SSA, including but not limited to E-Verify checking against additional data sources and instituting new verification policies or procedures, will be covered under this MOU and will not cause the need for a supplemental MOU that outlines these changes.

B. TERMINATION

1. The Employer may terminate this MOU and its participation in E-Verify at any time upon 30 days prior written notice to the other parties. In addition, any Employer represented by the E-Verify Employer Agent may voluntarily terminate this MOU upon giving DHS 30 days' written notice.
2. Notwithstanding Article V, part A of this MOU, DHS may terminate this MOU, and thereby the Employer's participation in E-Verify, with or without notice at any time if deemed necessary because of the requirements of law or policy, or upon a determination by SSA or DHS that there has been a breach of system integrity or security by the Employer, or a failure on the part of the Employer to comply with established E-Verify procedures and/or legal requirements. The Employer understands that if it is a Federal contractor, termination of this MOU by any party for any reason may negatively affect the performance of its contractual responsibilities. Similarly, the Employer understands that if it is in a state where E-Verify is mandatory, termination of this by any party MOU may negatively affect the Employer's business.
3. An Employer that is a Federal contractor may terminate this MOU when the Federal contract that requires its

participation in E-Verify is terminated or completed. In such cases, the Federal contractor must provide written notice to DHS. If an Employer that is a Federal contractor fails to provide such notice, then that Employer will remain an E-Verify participant, will remain bound by the terms of this MOU that apply to non-Federal contractor participants, and will be required to use the E-Verify procedures to verify the employment eligibility of all newly hired employees.

4. The Employer agrees that E-Verify is not liable for any losses, financial or otherwise, if the Employer is terminated from E-Verify.
5. Upon termination of the relationship between an Employer and their E-Verify Employer Agent, E-Verify cannot provide the Employer with its records. The Employer agrees to seek its records from the E-Verify Employer Agent.

ARTICLE VI

PARTIES

- A. Some or all SSA and DHS responsibilities under this MOU may be performed by contractor(s), and SSA and DHS may adjust verification responsibilities between each other as necessary. By separate agreement with DHS, SSA has agreed to perform its responsibilities as described in this MOU.
- B. Nothing in this MOU is intended, or should be construed, to create any right or benefit, substantive or procedural, enforceable at law by any third party against the United States, its agencies, officers, or employees, or against the Employer, its agents, officers, or employees.
- C. The Employer may not assign, directly or indirectly, whether by operation of law, change of control or merger, all or any part of its rights or obligations under this MOU without the prior written consent of DHS, which consent shall not be unreasonably withheld or delayed. Any attempt to sublicense, assign, or transfer any of the rights, duties, or obligations herein is void.
- D. Each party shall be solely responsible for defending any claim or action against it arising out of or related to E-Verify or this MOU, whether civil or criminal, and for any liability wherefrom, including (but not limited to) any dispute between the Employer and any other person or entity regarding the applicability of Section 403(d) of IIRIRA to any action taken or allegedly taken by the Employer.
- E. The Employer understands that its participation in E-Verify is not confidential information and may be disclosed as authorized or required by law and DHS or SSA policy, including but not limited to, Congressional oversight, E-Verify publicity and media inquiries, determinations of compliance with Federal contractual requirements, and responses to inquiries under the Freedom of Information Act (FOIA).
- F. The individuals whose signatures appear below represent that they are authorized to enter into this MOU on behalf of the Employer, the E-Verify Employer Agent, and DHS respectively. The Employer understands that any inaccurate statement, representation, data or other information provided to DHS may subject the Employer, its subcontractors, its employees, or its representatives to: (1) prosecution for false statements pursuant to 18 U.S.C. 1001 and/or; (2) immediate termination of its MOU and/or; (3) possible debarment or suspension.
- G. The foregoing constitutes the full agreement on this subject between DHS, the Employer, and the E-Verify Employer Agent. Thompson Holdings, Inc (Employer) hereby designates and appoints Chacyra Lloyd (E-Verify Employer Agent), including its officers and employees, as the E-Verify Employer Agent for the purpose of carrying out (Employer) responsibilities under the MOU between the Employer, the E-Verify Employer Agent, and DHS.

If you have any questions, contact E-Verify at 1-888-464-4218.

Approved by:

Employer Thompson Holdings, Inc	
Name (Please Type or Print) Chad Brown	Title
Signature Electronically Signed	Date July 03, 2019
E-Verify Employer Agent Paylocity Corporation	
Name (Please Type or Print) Chacyra Lloyd	Title
Signature Electronically Signed	Date July 03, 2019
Department of Homeland Security - Verification Division	
Name USCIS Verification Division	Title
Signature Electronically Signed	Date July 03, 2019

Information Required for the E-Verify Program	
Information relating to your Company:	
Company Name	Thompson Holdings, Inc
Company Facility Address	2970 Cottage Hill Road Suite 190 Mobile, AL 36606
Company Alternate Address	2970 Cottage Hill Road Suite 190 Mobile, AL 36606
County or Parish	Mobile
Employer Identification Number	72-1381313
North American Industry Classification Systems Code	Professional, Scientific, And Technical Services (541)
Parent Company	
Number of Employees	100 to 499
Number of Sites Verified for	19

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

Alabama	5
Tennessee	5
Florida	2
Mississippi	2
Georgia	1
Louisiana	3
North Carolina	1

Company ID Number:571783

Client Company ID Number:1426448

Information relating to the Program Administrator(s) for your Company on policy questions or operational problems:

Name	Chad Brown
Phone Number	(251) 510-3156
Fax Number	
Email Address	cbrown@thompsonengineering.com

Name	Bill Morgan
Phone Number	(251) 518-6299
Fax Number	
Email Address	bmogan@thompsonengineering.com

Name	Edna Lugo
Phone Number	(251) 525-0227
Fax Number	
Email Address	elugo@thompsonengineering.com



City of Mobile
Office of Supplier Diversity

**REQUEST FOR WAIVER OF DISADVANTAGED BUSINESS
ENTERPRISE (DBE) GOAL**

Bid/RFP/P.O./Solicitation/Other# 2025-3005-18

Current Date 02/ 19/ 25

Project Description: City Wide Bridge Inspection (2026 Cycle)

Total Estimated Value of the Project: \$339,320.00

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. The work required on this contract requires specific and special

Certifications.



Requested By (Department Director)

John Forrester

(Signature)

(Title)

(Date)

251-208-7243

Asst. City Engineer

02/19/2025

Telephone Number

Email
Address

forresterj@cityofmobile.org

251-208-7243

Reviewed By (Office of Supplier Diversity)

Archnique Kidd

Supplier Diversity Manager

2/26/2025

(Signature)

(Title)

(Date)

AMENDMENT RESOLUTION

Sponsored by: Mayor Spiro Cheriogotis

WHEREAS, the City entered into a contract dated March 11, 2025 with Thompson Engineering, Inc. for Bridge Inspection services on the project known as City Wide Bridge Inspection (2026 Cycle), City of Mobile Project No. 2025-3005-18; and

WHEREAS, the Contract amount for the Bridge Inspection services was based on fee negotiations for the original scope of services between the City of Mobile and Thompson Engineering, Inc; and whereas, the current original contract amount totals \$339,320.00; and

WHEREAS, during inspection, observed damage and unforeseen circumstances caused additional data collection, evaluations, and underwater inspections to become necessary in the amount of \$130,000.00; and

WHEREAS, the contract provides on Page 6 that the compensation “shall not exceed Three Hundred Thirty-Nine Thousand Three Hundred Twenty Dollars (\$339,320.00) without prior approval of the CITY COUNCIL”;

NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MOBILE, ALABAMA, that the Council does hereby authorize the additional fee of \$130,000.00, for a total of \$469,320.00, to be paid to Thompson Engineering, Inc. for Bridge Inspection services on the City Wide Bridge Inspection (2026 Cycle) Project.

Adopted: *

City Clerk



CAPITAL CONTRACT SUMMARY SHEET

N/A



AGENDA ITEM SUMMARY SHEET

Agenda of: March 3, 2026

Submitted by:

Shonnda Smith, Exec Director

Sponsored by:

Spiro Cheriogotis, INACTIVE

Purpose and Scope of Project:

Contractor will perform tennis lessons and clinics at the Mobile Tennis Center. Lessons and clinics will be purchased and paid for by the public users of the Center based on the rates stated in the contract. The contractor will receive a portion of these fees, as stated in the contract, not to exceed \$80,000 per year for a 36-month term.

Amount of Contract:

\$80,000 per year for a term of three (3) years.

Funding Source

Funds will come from public purchases of lessons and clinics offered by Anderson Dulaney.

ATTACHMENTS:

1. Anderson Dulaney 106185 COI - City of Mobile
2. Anderson Dulaney Tennis Resolution
3. Anderson Dulaney Contract

REVIEWERS:

Lisa Musser
Donna Bryars
Cherlina Monteiro
James Barber



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

01/15/2026

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 ESP Insurance Brokerage, LLC 101 Creekside Crossing, Ste. 1700-264 Brentwood TN 37027	CONTACT NAME: Lauren Quinn PHONE (A/C, No, Ext): (877) 670-2377 E-MAIL ADDRESS: lauren.kachadorian@espspecialty.com FAX (A/C, No):
INSURED Racquet Sports Professionals Association Inc. 11961 Performance Drive Orlando FL 32827	INSURER(S) AFFORDING COVERAGE INSURER A: Everest Indemnity Insurance Company INSURER B: Everest National Insurance Company INSURER C: INSURER D: INSURER E: INSURER F:
	NAIC # 10851 10120

COVERAGES**CERTIFICATE NUMBER:** CL25111349467**REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☒ POLICY ☐ PRO-JECT ☐ LOC OTHER:	Y		GI0010062-251	12/31/2025	12/31/2026	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 0 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 1,000,000
B	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	☒ UMBRELLA LIAB ☒ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE DED RETENTION \$			GCI0010061-251	12/31/2025	12/31/2026	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		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)

RSPA Members are insured for General Liability for playing, teaching or officiating in tennis, pickleball, padel, platform tennis and squash.

Anderson Dulaney
#106185

City of Mobile is included as additional insured with respects the general liability required by written contract

CERTIFICATE HOLDER**CANCELLATION**

City of Mobile PO Box 1827 Mobile AL 36633 - 1827	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – DESIGNATED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s):

City of Mobile
PO Box 1827
Mobile AL 36633

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

A. Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:

1. In the performance of your ongoing operations; or
2. In connection with your premises owned by or rented to you.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following is added to Section III – Limits Of Insurance:

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
2. Available under the applicable Limits of Insurance shown in the Declarations;

whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

2026

RESOLUTION

Sponsored by: Mayor Spiro N. Cheriogotis

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MOBILE, ALABAMA, that the Mayor and the City Clerk be, and they hereby are, authorized and directed to execute and attest, respectively, for and on behalf of the City of Mobile, an Agreement with Anderson Dulaney to provide tennis lessons and clinics for Parks and Recreation Department, compensation for work provided by the contractor will be as provided in the statement of work but in no event should not exceed \$80,000 per fiscal year as outlined in the agreement attached hereto and made a part hereof as though set forth in full. A copy of said agreement is on file in the office of the City Clerk.

BE IT FURTHER RESOLVED that the City Council finds that this resolution is necessary to perform essential minimum functions of the Council.

Adopted:

City Clerk

STATE OF ALABAMA)

COUNTY OF MOBILE)



PROFESSIONAL SERVICES CONTRACT

City of Mobile

This Professional Services Contract (sometimes hereinafter "Agreement"), made and entered into as of the date of execution, by and between **THE CITY OF MOBILE**, a Municipal Corporation of the State of Alabama (hereinafter referred to as the "City") and **ANDERSON DULANEY**, an Alabama Professional Tennis Instructor, (hereinafter "Contractor"), as follows:

WHEREAS, the Contractor is uniquely qualified and has expertise in teaching tennis lessons/clinics; and

WHEREAS, said services benefit the public at large and the community and it serves a public purpose for the City in providing said services; and

WHEREAS, the specialized nature of the services required does not fall within any current classification of the Mobile County Personnel Board, making it appropriate to secure such services by independent contract; and

WHEREAS, City desires to engage this Contractor, due to the Contractor's high degree of professional skill, competence, and personality especially suited to provide said services upon the following terms and conditions.

NOW THEREFORE, City and Contractor, for and in consideration of the mutual covenants and agreements hereinafter set forth to be kept and performed by the other, and other good and valuable consideration, the receipt and sufficiency of all of which are hereby acknowledged, do hereby covenant and agree as follows:

I. PROFESSIONAL SERVICES TO BE PERFORMED

- A. The professional services to be performed by the Service Provider under this Agreement ("Services") for City of Mobile are attached hereto as EXHIBIT A.

- B. The Contractor shall perform all professional services under this contract with the professional skill and care ordinarily provided by a competent professional practicing under the same or similar circumstances and as expeditiously as is prudent considering the ordinary professional skill and care of such profession
- C. The Contractor shall report to Scott Novak, the Manager of the Mobile Tennis Center or his/her designee, who shall provide specific tasking to the Contractor with respect to these services.

II. TERM OF AGREEMENT

- A. This Contract shall commence immediately upon execution by both the City and the Contractor. It shall continue for a period of three (3) years or thirty-six (36) months, subject to the renewal and/or availability of funding.

III. COMPENSATION

The City agrees to compensate the Contractor for services performed in accordance with the fee schedule and payment terms set forth in Exhibit A. The total amount payable for hourly compensation only under this Agreement shall not exceed Eighty Thousand Dollars (\$80,000.00) per fiscal year. This hourly compensation applies solely to amounts paid by the City on an hourly basis and does not include compensation derived from public clinic flat-rate payments or the Contractor's eighty-five percent (85%) private lesson revenue splits, which shall be calculated and paid separately in accordance with Exhibit A and Exhibit B.

IV. METHOD OF PAYMENT

- A. Payments shall be made via direct deposit to a banking institution designated by the Contractor.

V. ADDITIONAL SERVICES

- A. No changes to this Contract or the performance contemplated hereunder shall be made unless the same are in writing and signed by both the Contractor and the City's authorized agent.
- B. If the City requires the Contractor to perform additional services related to this Contract then the Contractor shall be entitled to additional compensation based on an amended fee schedule to the extent necessary to accommodate such additional work. The additional compensation shall be agreed upon before the commencement of any additional services or changes and shall be incorporated into this Contract by written amendment. The City shall not pay for any additional service or work performed before a written amendment to this Contract is

executed by the City and the Contractor. Notwithstanding the preceding, in the event additional services are required as a result of error, omission or negligence of the Contractor, the Contractor shall not be entitled to additional compensation.

VI. LIABILITY OF CONTRACTOR

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

VII. CONTRACTOR'S INSURANCE.

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. 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

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

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.

VIII. RESPONSIBILITIES OF THE CONTRACTOR

- A. The Contractor agrees to respond to communication from the City within three working days unless a shorter response time is specified by the City.
- B. The Contractor shall maintain books, records, documents, and other evidence directly pertaining to or connected with the services under this Contract which shall be available and accessible at the Contractor's offices for the purpose of inspection, audit, and copying during normal business hours by the City, or any of its authorized representatives.
- C. The Contractor is, and shall be, in the performance of all work, services and activities under this Contract, an independent contractor.

IX. FORCE MAJEURE

- A. The Contractor specifically agrees that all work performed under the terms and conditions of this Contract shall be completed within the time limits as set forth herein, or as otherwise

identified in the City's purchase order or specified by the City's Department Head, subject only to delays caused by force majeure, or as otherwise defined herein. "Force majeure" shall be deemed to be any cause affecting the performance of this Contract arising from or attributable to acts, events, omissions or accidents beyond the reasonable control of the parties.

X. OBLIGATIONS OF CITY

- A. City shall designate a Department Head(s) or other person to act as City's representative with respect to this Agreement, as set out herein above. Such person(s) will have the authority to transmit instructions, receive information, and interpret and define the City's policies and decisions regarding the scope of services.
- B. City shall furnish to Contractor all applicable information and technical data in City's possession or control reasonably requested by Contractor for the proper performance of the Services.
- C. The City's Designated representative will do all things necessary to properly administer the terms and conditions of this Agreement.
- D. The City shall not provide any services to the Contractor in connection with any claim brought on behalf of or against the Contractor.

XI. TERMINATION

- A. The City shall have the right at any time upon thirty (30) calendar day's written notice to the Contractor to terminate the services of the Contractor. The City shall pay to the Contractor and the Contractor shall accept as full payment for its services, a sum of money equal to the work completed in any commenced but incomplete services.
- B. Any failure of the Contractor to satisfy the requirements of this Contract, as documented by the Department Head, shall be considered a default of the Contract and sufficient reason for termination. 1. For defaults that are curable (as determined by the City), the Contractor shall be notified in writing by the City and shall have an opportunity to cure such default(s) within ten (10) working days after notification. 2. For defaults that are not curable (as determined by the City), notice of the termination date shall be given as deemed appropriate by the City.
- C. In the event the City's termination of this Contract for default is in any way deficient, at the option of the City such termination shall be deemed to be a termination for convenience.
- D. The parties may mutually agree to terminate this Contract. Such termination shall be

evidenced by a notice issued by the City. The City shall pay to the Contractor and the Contractor shall accept as payment for its services, a sum of money equal to the work completed in any commenced but incomplete services.

- E. In the event that the Contractor has abandoned performance under this Contract, then the City may terminate this Contract upon three (3) calendar day's written notice to the Contractor indicating its intention to do so. Payment for work performed prior to the Contractor's abandonment shall be as stated above.

XII. DISPUTE RESOLUTION

- A. Any dispute, action or proceeding arising out of or related to this Agreement will be exclusively commenced in the state courts of Mobile City, Alabama, or where proper subject matter jurisdiction exists in the United States District Court for the Southern District of Alabama. Each party irrevocably submits and waives any objections to the exclusive personal jurisdiction and venue of such courts, including any objection based on forum non conveniens.
- B. Contractor agrees to waive all rights to trial by jury for any litigation undertaken concerning this Agreement.
- C. 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.

XIII. NOTICES

- A. The City of Mobile Authorized Agent, authorized to act on the City's behalf with respect to the Project, is Scott Novak, manager of the Mobile Tennis Center, as a 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 Clerk
City of Mobile
Post Office Box 1827
Mobile, AL 36633-1827

CONTRACTOR:
Anderson Dulaney
2889 Sollie Road, Apt. 406
Mobile, AL 36695

Copy to:
City Attorney
City of Mobile Legal Department
P.O. Box 1827
Mobile, AL 36633-1827

- C. Any change in the Mobile Tennis Center Management or the Contractor's Representative will be promptly communicated by the party making the change.

XIV. DEFAULT/ BREACH.

- A. **Default.** Default, for purposes of this contract, shall include, but is not limited to, any of the following: 1) failure to perform the work or provide the services in accordance with the terms of the contract, 2) failure to meet established deadlines or schedules, 3) substandard or non-compliant work or services, 4) failure to comply with applicable laws, regulations, or permits, including state and federal law, local ordinances and any federal grant requirements, 5) failure to communicate adequately with the City regarding progress or issues, 6) unauthorized assignment or transfer of the contract without prior written consent from the City, 7) failure to correct deficiencies after receiving written notice from the City, 8) misrepresentation or falsification of information provided during performance, 9) failure to maintain required insurance coverage , 10) unauthorized use of City property, equipment, or resources, 11) violation of confidentiality or data protection requirements outlined in the contract, 12) failure to provide required reports, documentation, or certifications, 13) failing to comply with written directives from the City to correct specific issues or deficiencies, 14) failure to maintain adequate security measures for sensitive information or physical assets.

XV. EFFECT OF DEFAULT

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

XVI. WITHHOLDING PAYMENT DUE

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

XVII. CURE PLAN

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

XVIII. ANTI-BOYCOTT

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

XIX. NON-DISCRIMINATION

- A. Contractor shall comply with all Federal, State and local laws concerning nondiscrimination, including but not limited to City of Mobile Ordinance No. 14-034 which requires, inter alia, that all contractors performing work for the City of Mobile not discriminate on the basis of race, creed, color, national origin or disability.

XX. COMPLIANCE WITH IMMIGRATION LAW

- A. By signing this contract, the contracting parties affirm, for the duration of the Agreement, that they will not violate federal immigration law or knowingly employ, hire for employment, or continue to employ an unauthorized alien within the state of Alabama. Pursuant to Alabama Code (1975) Section 31-13-9, if Contractor employs one or more employees within the State of Alabama, Contractor shall provide documentation establishing that Contractor is enrolled in the *E-Verify* program. Furthermore, a contracting party found to be in violation of this provision shall be deemed in breach of the Agreement and shall be responsible for all damages resulting therefrom.

XXI. MISCELLANEOUS

- A. The language of this Agreement shall be construed, in all cases, according to its fair meaning

and not for or against any party hereto.

- B. The parties hereto do not intend nor shall this Agreement be construed to grant any rights, privileges or interest to any third party.
- C. Time is of the essence with regard to each and every aspect of the Contractor's performance under this Contract.
- D. The rights and remedies of the City provided for under this Agreement are in addition to any other rights and remedies provided by law.
- E. If the Contractor is comprised of more than one legal entity, each entity shall be jointly and severally liable hereunder.
- F. 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.
- G. 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.
- H. 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.
- I. 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.
- J. Paragraph headings are for the convenience of the parties and for reference purposes only and shall be given no legal effect.
- K. 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.
- L. The provisions of this Agreement shall bind and inure to the benefit of the parties and their respective successors and permitted assigns.

- M. 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.
- N. 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.
- O. If the City is required to take legal action to enforce this contract, the contractor agrees to reimburse the City for all reasonable attorney's fees and associated costs incurred.
- P. 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.
- Q. 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.
- R. The City and Contractor each bind itself, its successors and assigns, to the other party of this contract, in respect to all covenants of this agreement. The contractor shall not transfer or assign this contract or the license or any of the rights or privileges granted herein without the prior written consent of the City, which such consent shall be granted or denied solely at the City's sole discretion.
- S. The Contractor shall submit to and maintain proper background clearance with the City of Mobile Police Department and comply with all pre-employment measures, including participation in the City's Drug-Free Workplace Program.
- T. The City shall provide the Contractor with appropriate office space and equipment as necessary to perform assigned duties.
- U. 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.

By signing below, the parties acknowledge they have read, understood, and agree to abide by the terms of this Contract, including all incorporated exhibits.

CONTRACTOR

By:

Anderson Dulaney
Anderson Dulaney

Date:

2/25/26

State of ALABAMA }
County of MOBILE }

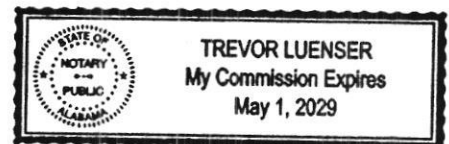
I, the undersigned Notary Public, in and for said county and state, hereby certify that Anderson Dulaney is signed to the foregoing conveyance, and who is known to me, acknowledged before me on this day that, being informed of the contents of the conveyance, he, as such officer and with full authority, 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 25th day of FEBRUARY, 2026.

Trevor Luenser
Notary Public

Print TREVOR LUENSER

My commission expires: 5/1/2029



(Seal)

CITY OF MOBILE

By: _____

Spiro N. Cheriogotis, Mayor

Date: _____

ATTEST:

Its City Clerk

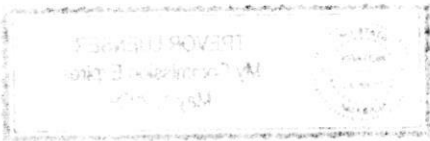


EXHIBIT A – Statement of Work

1. Contractor will possess and maintain a current SafePlay certification, USPTA or PTR certification, liability insurance with additional coverage to include City of Mobile, and CPR/AED certification. Performance of work below this standard or failure to maintain the required proficiency will be cause for termination of the contract.
2. Contractor will always maintain a professional appearance and demeanor while engaged in performance of the contract. Contractor will reflect the Tennis Center's customer friendly, helpful, professional, and knowledgeable image.
3. Contractor will uphold and enforce Mobile Tennis Center Policies and Procedures and strictly enforce and adhere to the Inclement Weather Policy.
4. Tennis Center will set and collect all Customer fees for lessons and court usage. Students will make all lesson payments with the Tennis Center. Tennis Center will coordinate with Contractor to assign Customers to Contractor based on Contractor availability. Contractor is not required to accept any specific Customers or conduct any specific classes. Once Contractor accepts a customer or class assignment, Contractor is required to keep the student and class commitment for the duration of the scheduled class duration unless otherwise agreed to by the Tennis Center Director. The Tennis Center will notify students of class assignments and meeting dates and times. Contractor is not guaranteed a minimum amount of work.
5. Contractor is required to teach a minimum of 4 hours of public clinics per week when scheduled through the Mobile Tennis Center if the hours are available.
6. Contractor may also independently schedule Contractor's own lessons, at Contractor's own schedule, directly with Customers. Contractor must notify Tennis Center, of any planned instruction times, locations, and student names, at least 24 hours in advance of any class. Contractors must direct Customers to make payment for classes directly with the Tennis Center. The City will take 15% of every fee paid by the public for private lessons and group lessons.
7. Contractor will notify the City promptly of any Customer complaints regarding contract services provided.
8. The City will provide balls, baskets, and other teaching aids to the contractor within reason.
9. City will pay Contractor per hour Contractor teaches according to the below pay rate schedule.
10. Contractor will invoice City, and City will pay Contractor, bi-weekly for the number of lessons taught the previous two weeks. Contractor must detail in Contractor's invoice the class dates, location, duration, and number of students for each class for which instructor is invoicing.

EXHIBIT B – Tennis Contractor Pay Rates

Private Instructor Lesson Rates at Mobile Tennis Center

HALF HOUR

Customer Pays \$30.00 (1-4 STUDENTS) 85% to Instructor = \$25.50

1 HOUR

Customer Pays \$55.00 (1-4 STUDENTS) 85% to Instructor = \$46.75

Customer Pays \$65.00 (5-8 STUDENTS) 85% to Instructor = \$55.25

Customer Pays \$75.00 (9-12 STUDENTS) 85% to Instructor = \$63.75

Public Clinic Instructor Pay Rates at Mobile Tennis Center

Flat Rate

1/2 Hour Clinic-\$30.00

1 Hour Clinic-\$60.00

Private Group Clinic Instructor Pay Rate at Mobile Tennis Center

- City retains 15% of amount collected for Private Group Clinic Instruction
- Rates negotiated and agreed upon among Mobile Tennis Center Administration, Instructor and Group Representative
- Rate cannot be lower than a Private Lesson Instructor Rate
- Private Clinic hours do not count as part of the Public Clinic Instruction requirement in the contract



CAPITAL CONTRACT SUMMARY SHEET

N/A



AGENDA ITEM SUMMARY SHEET

Agenda of: March 3, 2026

Submitted by:

Shonnda Smith, Exec Director

Sponsored by:

Spiro Cheriogotis, INACTIVE

Purpose and Scope of Project:

Contractor will perform tennis lessons and clinics at the Mobile Tennis Center. Lessons and clinics will be purchased and paid for by the public users of the Center based on the rates stated in the contract. The contractor will receive a portion of these fees, as stated in the contract, not to exceed \$80,000 per year for a 36-month term.

Amount of Contract:

Not to exceed \$80,000 per year for a term of three (3) years.

Funding Source

Funds will come from the public purchase of lessons and clinics offered by Stephen Eaker.

ATTACHMENTS:

1. STEPHEN EAKER INSURANCE 1.26
2. Stephen Eaker Tennis Resolution
3. Stephen 'Jake' Eaker Contract

REVIEWERS:

Lisa Musser
Donna Bryars
Cherlina Monteiro
James Barber



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

01/08/2026

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 Correll Insurance Group of Hilton Head PO Box 6869 Hilton Head Island SC 29938	CONTACT NAME: Michele Reitz PHONE (A/C, No, Ext): (843) 785-7733 E-MAIL ADDRESS: mreitz@correllhhi.com FAX (A/C, No): INSURER(S) AFFORDING COVERAGE INSURER A: Philadelphia Indemnity INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:	NAIC # 18058
INSURED Professional Tennis Registry, Inc. Professional Pickleball Registry, Inc. Professional Platform Tennis Registry, Inc. 5700 Saddlebrook Way Wesley Chapel FL 33543		

COVERAGES**CERTIFICATE NUMBER:** 2025-2026 Master**REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☒ POLICY ☐ PRO-JECT ☐ LOC OTHER:			PHPK2584296	09/01/2025	09/01/2026	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ Excluded PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 3,000,000 PRODUCTS - COMP/OP AGG \$ 3,000,000 \$
	☐ AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	☒ UMBRELLA LIAB ☒ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE ☐ DED ☒ RETENTION \$ 10,000						EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 \$
	☐ WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) ☐ Y/N If yes, describe under DESCRIPTION OF OPERATIONS below	N/A					PER STATUTE ☐ OTH-ER ☐ E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

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

[Job #: 1089 Job Type:]
125264 - Certificate Holder is listed as Additional Insured # 1089 with respect to Member # 125264 - Stephen Eaker, 12451 Lot 1 Saeger RD., Grand Bay AL 36541

CERTIFICATE HOLDER**CANCELLATION**City of Mobile
PO 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

2026

RESOLUTION

Sponsored by: Mayor Spiro N. Cheriogotis

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MOBILE, ALABAMA, that the Mayor and the City Clerk be, and they hereby are, authorized and directed to execute and attest, respectively, for and on behalf of the City of Mobile, an Agreement with Stephen Eaker to provide tennis lessons and clinics for Parks and Recreation Department, compensation for work provided by the contractor will be as provided in the statement of work but in no event should not exceed \$80,000 fiscal per year as outlined in the agreement attached hereto and made a part hereof as though set forth in full. A copy of said agreement is on file in the office of the City Clerk.

BE IT FURTHER RESOLVED that the City Council finds that this resolution is necessary to perform essential minimum functions of the Council.

Adopted:

City Clerk

STATE OF ALABAMA)

COUNTY OF MOBILE)



PROFESSIONAL SERVICES CONTRACT

City of Mobile

This Professional Services Contract (sometimes hereinafter "Agreement"), made and entered into as of the date of execution, by and between **THE CITY OF MOBILE**, a Municipal Corporation of the State of Alabama (hereinafter referred to as the "City") and **STEPHEN "JAKE" EAKER**, an Alabama Professional Tennis Instructor, (hereinafter "Contractor"), as follows:

WHEREAS, the Contractor is uniquely qualified and has expertise in teaching tennis lessons/clinics; and

WHEREAS, said services benefit the public at large and the community and it serves a public purpose for the City in providing said services; and

WHEREAS, the specialized nature of the services required does not fall within any current classification of the Mobile County Personnel Board, making it appropriate to secure such services by independent contract; and

WHEREAS, City desires to engage this Contractor, due to the Contractor's high degree of professional skill, competence, and personality especially suited to provide said services upon the following terms and conditions.

NOW THEREFORE, City and Contractor, for and in consideration of the mutual covenants and agreements hereinafter set forth to be kept and performed by the other, and other good and valuable consideration, the receipt and sufficiency of all of which are hereby acknowledged, do hereby covenant and agree as follows:

I. PROFESSIONAL SERVICES TO BE PERFORMED

- A. The professional services to be performed by the Service Provider under this Agreement ("Services") for City of Mobile are attached hereto as EXHIBIT A.

- B. The Contractor shall perform all professional services under this contract with the professional skill and care ordinarily provided by a competent professional practicing under the same or similar circumstances and as expeditiously as is prudent considering the ordinary professional skill and care of such profession
- C. The Contractor shall report to Scott Novak, the Manager of the Mobile Tennis Center or his/her designee, who shall provide specific tasking to the Contractor with respect to these services.

II. TERM OF AGREEMENT

- A. This Contract shall commence immediately upon execution by both the City and the Contractor. It shall continue for a period of three (3) years or thirty-six (36) months, subject to the renewal and/or availability of funding.

III. COMPENSATION

The City agrees to compensate the Contractor for services performed in accordance with the fee schedule and payment terms set forth in Exhibit A. The total amount payable for hourly compensation only under this Agreement shall not exceed Eighty Thousand Dollars (\$80,000.00) per fiscal year. This hourly compensation applies solely to amounts paid by the City on an hourly basis and does not include compensation derived from public clinic flat-rate payments or the Contractor's eighty-five percent (85%) private lesson revenue splits, which shall be calculated and paid separately in accordance with Exhibit A and Exhibit B.

IV. METHOD OF PAYMENT

- A. Payments shall be made via direct deposit to a banking institution designated by the Contractor.

V. ADDITIONAL SERVICES

- A. No changes to this Contract or the performance contemplated hereunder shall be made unless the same are in writing and signed by both the Contractor and the City's authorized agent.
- B. If the City requires the Contractor to perform additional services related to this Contract then the Contractor shall be entitled to additional compensation based on an amended fee schedule to the extent necessary to accommodate such additional work. The additional compensation shall be agreed upon before the commencement of any additional services or changes and shall be incorporated into this Contract by written amendment. The City shall not pay for any additional service or work performed before a written amendment to this Contract is

executed by the City and the Contractor. Notwithstanding the preceding, in the event additional services are required as a result of error, omission or negligence of the Contractor, the Contractor shall not be entitled to additional compensation.

VI. LIABILITY OF CONTRACTOR

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

VII. CONTRACTOR'S INSURANCE.

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. 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

- 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

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.

VIII. RESPONSIBILITIES OF THE CONTRACTOR

- A. The Contractor agrees to respond to communication from the City within three working days unless a shorter response time is specified by the City.
- B. The Contractor shall maintain books, records, documents, and other evidence directly pertaining to or connected with the services under this Contract which shall be available and accessible at the Contractor's offices for the purpose of inspection, audit, and copying during normal business hours by the City, or any of its authorized representatives.
- C. The Contractor is, and shall be, in the performance of all work, services and activities under this Contract, an independent contractor.

IX. FORCE MAJEURE

- A. The Contractor specifically agrees that all work performed under the terms and conditions of this Contract shall be completed within the time limits as set forth herein, or as otherwise

identified in the City's purchase order or specified by the City's Department Head, subject only to delays caused by force majeure, or as otherwise defined herein. "Force majeure" shall be deemed to be any cause affecting the performance of this Contract arising from or attributable to acts, events, omissions or accidents beyond the reasonable control of the parties.

X. OBLIGATIONS OF CITY

- A. City shall designate a Department Head(s) or other person to act as City's representative with respect to this Agreement, as set out herein above. Such person(s) will have the authority to transmit instructions, receive information, and interpret and define the City's policies and decisions regarding the scope of services.
- B. City shall furnish to Contractor all applicable information and technical data in City's possession or control reasonably requested by Contractor for the proper performance of the Services.
- C. The City's Designated representative will do all things necessary to properly administer the terms and conditions of this Agreement.
- D. The City shall not provide any services to the Contractor in connection with any claim brought on behalf of or against the Contractor.

XI. TERMINATION

- A. The City shall have the right at any time upon thirty (30) calendar day's written notice to the Contractor to terminate the services of the Contractor. The City shall pay to the Contractor and the Contractor shall accept as full payment for its services, a sum of money equal to the work completed in any commenced but incomplete services.
- B. Any failure of the Contractor to satisfy the requirements of this Contract, as documented by the Department Head, shall be considered a default of the Contract and sufficient reason for termination. 1. For defaults that are curable (as determined by the City), the Contractor shall be notified in writing by the City and shall have an opportunity to cure such default(s) within ten (10) working days after notification. 2. For defaults that are not curable (as determined by the City), notice of the termination date shall be given as deemed appropriate by the City.
- C. In the event the City's termination of this Contract for default is in any way deficient, at the option of the City such termination shall be deemed to be a termination for convenience.
- D. The parties may mutually agree to terminate this Contract. Such termination shall be

evidenced by a notice issued by the City. The City shall pay to the Contractor and the Contractor shall accept as payment for its services, a sum of money equal to the work completed in any commenced but incomplete services.

- E. In the event that the Contractor has abandoned performance under this Contract, then the City may terminate this Contract upon three (3) calendar day's written notice to the Contractor indicating its intention to do so. Payment for work performed prior to the Contractor's abandonment shall be as stated above.

XII. DISPUTE RESOLUTION

- A. Any dispute, action or proceeding arising out of or related to this Agreement will be exclusively commenced in the state courts of Mobile City, Alabama, or where proper subject matter jurisdiction exists in the United States District Court for the Southern District of Alabama. Each party irrevocably submits and waives any objections to the exclusive personal jurisdiction and venue of such courts, including any objection based on forum non conveniens.
- B. Contractor agrees to waive all rights to trial by jury for any litigation undertaken concerning this Agreement.
- C. 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.

XIII. NOTICES

- A. The City of Mobile Authorized Agent, authorized to act on the City's behalf with respect to the Project, is Scott Novak, manager of the Mobile Tennis Center, as a 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 Clerk
City of Mobile
Post Office Box 1827
Mobile, AL 36633-1827

CONTRACTOR:
Stephen "Jake" Eaker
12451 Lot 1 Saeger Rd
Grand Bay, AL 36541

Copy to:
City Attorney
City of Mobile Legal Department
P.O. Box 1827
Mobile, AL 36633-1827

- C. Any change in the Mobile Tennis Center Management or the Contractor's Representative will be promptly communicated by the party making the change.

XIV. DEFAULT/BREACH.

- A. **Default.** Default, for purposes of this contract, shall include, but is not limited to, any of the following: 1) failure to perform the work or provide the services in accordance with the terms of the contract, 2) failure to meet established deadlines or schedules, 3) substandard or non-compliant work or services, 4) failure to comply with applicable laws, regulations, or permits, including state and federal law, local ordinances and any federal grant requirements, 5) failure to communicate adequately with the City regarding progress or issues, 6) unauthorized assignment or transfer of the contract without prior written consent from the City, 7) failure to correct deficiencies after receiving written notice from the City, 8) misrepresentation or falsification of information provided during performance, 9) failure to maintain required insurance coverage, 10) unauthorized use of City property, equipment, or resources, 11) violation of confidentiality or data protection requirements outlined in the contract, 12) failure to provide required reports, documentation, or certifications, 13) failing to comply with written directives from the City to correct specific issues or deficiencies, 14) failure to maintain adequate security measures for sensitive information or physical assets.

XV. EFFECT OF DEFAULT

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

XVI. WITHHOLDING PAYMENT DUE

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

XVII. CURE PLAN

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

XVIII. ANTI-BOYCOTT

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

XIX. NON-DISCRIMINATION

- A. Contractor shall comply with all Federal, State and local laws concerning nondiscrimination, including but not limited to City of Mobile Ordinance No. 14-034 which requires, inter alia, that all contractors performing work for the City of Mobile not discriminate on the basis of race, creed, color, national origin or disability.

XX. COMPLIANCE WITH IMMIGRATION LAW

- A. By signing this contract, the contracting parties affirm, for the duration of the Agreement, that they will not violate federal immigration law or knowingly employ, hire for employment, or continue to employ an unauthorized alien within the state of Alabama. Pursuant to Alabama Code (1975) Section 31-13-9, if Contractor employs one or more employees within the State of Alabama, Contractor shall provide documentation establishing that Contractor is enrolled in the *E-Verify* program. Furthermore, a contracting party found to be in violation of this provision shall be deemed in breach of the Agreement and shall be responsible for all damages resulting therefrom.

XXI. MISCELLANEOUS

- A. The language of this Agreement shall be construed, in all cases, according to its fair meaning

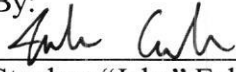
and not for or against any party hereto.

- B. The parties hereto do not intend nor shall this Agreement be construed to grant any rights, privileges or interest to any third party.
- C. Time is of the essence with regard to each and every aspect of the Contractor's performance under this Contract.
- D. The rights and remedies of the City provided for under this Agreement are in addition to any other rights and remedies provided by law.
- E. If the Contractor is comprised of more than one legal entity, each entity shall be jointly and severally liable hereunder.
- F. 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.
- G. 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.
- H. 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.
- I. 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.
- J. Paragraph headings are for the convenience of the parties and for reference purposes only and shall be given no legal effect.
- K. 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.
- L. The provisions of this Agreement shall bind and inure to the benefit of the parties and their respective successors and permitted assigns.

- M. 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.
- N. 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.
- O. If the City is required to take legal action to enforce this contract, the contractor agrees to reimburse the City for all reasonable attorney's fees and associated costs incurred.
- P. 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.
- Q. 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.
- R. The City and Contractor each bind itself, its successors and assigns, to the other party of this contract, in respect to all covenants of this agreement. The contractor shall not transfer or assign this contract or the license or any of the rights or privileges granted herein without the prior written consent of the City, which such consent shall be granted or denied solely at the City's sole discretion.
- S. The Contractor shall submit to and maintain proper background clearance with the City of Mobile Police Department and comply with all pre-employment measures, including participation in the City's Drug-Free Workplace Program.
- T. The City shall provide the Contractor with appropriate office space and equipment as necessary to perform assigned duties.
- U. 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.

By signing below, the parties acknowledge they have read, understood, and agree to abide by the terms of this Contract, including all incorporated exhibits.

CONTRACTOR

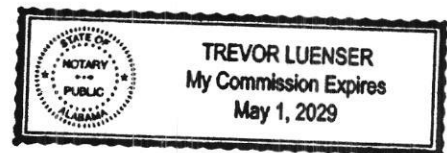
By: 
Stephen "Jake" Eaker
Date: 2-25-26

State of ALABAMA }
County of MOBILE }

I, the undersigned Notary Public, in and for said county and state, hereby certify that Stephen "Jake" Eaker 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 25th day of FEBRUARY, 2026.


Notary Public
Print TREVOR LUENSER
My commission expires: 5/1/2029



(Seal)

CITY OF MOBILE

By: _____
Spiro N. Cheriogotis, Mayor
Date: _____

ATTEST:

Its City Clerk

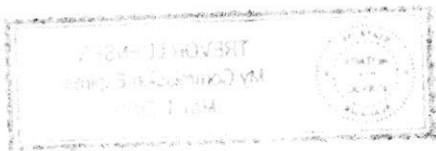


EXHIBIT A – Statement of Work

1. Contractor will possess and maintain a current SafePlay certification, USPTA or PTR certification, liability insurance with additional coverage to include City of Mobile, and CPR/AED certification. Performance of work below this standard or failure to maintain the required proficiency will be cause for termination of the contract.
2. Contractor will always maintain a professional appearance and demeanor while engaged in performance of the contract. Contractor will reflect the Tennis Center's customer friendly, helpful, professional, and knowledgeable image.
3. Contractor will uphold and enforce Mobile Tennis Center Policies and Procedures and strictly enforce and adhere to the Inclement Weather Policy.
4. Tennis Center will set and collect all Customer fees for lessons and court usage. Students will make all lesson payments with the Tennis Center. Tennis Center will coordinate with Contractor to assign Customers to Contractor based on Contractor availability. Contractor is not required to accept any specific Customers or conduct any specific classes. Once Contractor accepts a customer or class assignment, Contractor is required to keep the student and class commitment for the duration of the scheduled class duration unless otherwise agreed to by the Tennis Center Director. The Tennis Center will notify students of class assignments and meeting dates and times. Contractor is not guaranteed a minimum amount of work.
5. Contractor is required to teach a minimum of 4 hours of public clinics per week when scheduled through the Mobile Tennis Center if the hours are available.
6. Contractor may also independently schedule Contractor's own lessons, at Contractor's own schedule, directly with Customers. Contractor must notify Tennis Center, of any planned instruction times, locations, and student names, at least 24 hours in advance of any class. Contractors must direct Customers to make payment for classes directly with the Tennis Center. The City will take 15% of every fee paid by the public for private lessons and group lessons.
7. Contractor will notify the City promptly of any Customer complaints regarding contract services provided.
8. The City will provide balls, baskets, and other teaching aids to the contractor within reason.
9. City will pay Contractor per hour Contractor teaches according to the below pay rate schedule.
10. Contractor will invoice City, and City will pay Contractor, bi-weekly for the number of lessons taught the previous two weeks. Contractor must detail in Contractor's invoice the class dates, location, duration, and number of students for each class for which instructor is invoicing.

EXHIBIT B – Tennis Contractor Pay Rates

Private Instructor Lesson Rates at Mobile Tennis Center

HALF HOUR

Customer Pays \$30.00 (1-4 STUDENTS) 85% to Instructor = \$25.50

1 HOUR

Customer Pays \$55.00 (1-4 STUDENTS) 85% to Instructor = \$46.75

Customer Pays \$65.00 (5-8 STUDENTS) 85% to Instructor = \$55.25

Customer Pays \$75.00 (9-12 STUDENTS) 85% to Instructor = \$63.75

Public Clinic Instructor Pay Rates at Mobile Tennis Center

Flat Rate

1/2 Hour Clinic-\$30.00

1 Hour Clinic-\$60.00

Private Group Clinic Instructor Pay Rate at Mobile Tennis Center

- City retains 15% of amount collected for Private Group Clinic Instruction
- Rates negotiated and agreed upon among Mobile Tennis Center Administration, Instructor and Group Representative
- Rate cannot be lower than a Private Lesson Instructor Rate
- Private Clinic hours do not count as part of the Public Clinic Instruction requirement in the contract



CAPITAL CONTRACT SUMMARY SHEET

N/A



AGENDA ITEM SUMMARY SHEET

Agenda of: March 3, 2026

Submitted by:

Shonnda Smith, Exec Director

Sponsored by:

Purpose and Scope of Project:

Contractor will perform tennis lessons and clinics at the Mobile Tennis Center. Lessons and clinics will be purchased and paid for by the public users of the Center based on the rates stated in the contract. The contractor will receive a portion of these fees, as stated in the contract, not to exceed \$80,000 per year for a 36-month term.

Amount of Contract:

\$80,000 per year for a term of three (3) years.

Funding Source

Funds will come from the public purchases of lessons and clinics offered by Claudia Simmons.

ATTACHMENTS:

1. Claudia Simmons 2026 COI
2. CLAUDIA SIMMONS Resolution
3. Claudia Simmons Contract

REVIEWERS:

Lisa Musser
Donna Bryars
Cherlina Monteiro
James Barber



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

11/13/2025

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 ESP Insurance Brokerage, LLC 101 Creekside Crossing, Ste. 1700-264 Brentwood TN 37027	CONTACT NAME: Lauren Quinn PHONE (A/C, No, Ext): (877) 670-2377 E-MAIL ADDRESS: lauren.kachadorian@espspecialty.com FAX (A/C, No): INSURER(S) AFFORDING COVERAGE INSURER A: Everest Indemnity Insurance Company INSURER B: Everest National Insurance Company INSURER C: INSURER D: INSURER E: INSURER F:	NAIC # 10851 10120
INSURED Racquet Sports Professionals Association Inc. 11961 Performance Drive Orlando FL 32827		

COVERAGES**CERTIFICATE NUMBER:** CL25111349467**REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☒ POLICY ☐ PRO-JECT ☐ LOC OTHER:	Y		GI0010062-251	12/31/2025	12/31/2026	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 0 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 1,000,000
B	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) \$
A	☒ UMBRELLA LIAB ☒ EXCESS LIAB DED RETENTION \$ ☐ CLAIMS-MADE			GCI0010061-251	12/31/2025	12/31/2026	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					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)

RSPA Members are insured for General Liability for playing, teaching or officiating in tennis, pickleball, padel, platform tennis and squash.

Claudia Simmons
#96198

City of Mobile is included as additional insured with respects the general liability required by written contract

CERTIFICATE HOLDER**CANCELLATION**City of Mobile
PO 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.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – DESIGNATED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s):

City of Mobile
PO Box 1827
Mobile AL 36633

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

A. Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:

1. In the performance of your ongoing operations; or
2. In connection with your premises owned by or rented to you.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
2. Available under the applicable Limits of Insurance shown in the Declarations;

whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

POLICY NUMBER: GI0010062-251

PI-GL-005 (07/12) **THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

ADDITIONAL INSURED PRIMARY AND NON-CONTRIBUTORY INSURANCE

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

Name of Person or Organization (Additional Insured):

Any person or organization where required by written contract executed prior to a loss or claim.

City of Mobile
PO Box 1827
Mobile AL 36633

SECTION II – WHO IS AN INSURED is amended to include as an additional insured the person(s) or organization(s) shown in the endorsement Schedule, but only with respect to liability for “bodily injury,” “property damage” or “personal and advertising injury” arising out of or relating to your negligence in the performance of “your work” for such person(s) or organization(s) that occurs on or after the effective date shown in the endorsement Schedule.

This insurance is primary to and non-contributory with any other insurance maintained by the person or organization (Additional Insured), except for loss resulting from the sole negligence of that person or organization.

This condition applies even if other valid and collectible insurance is available to the Additional Insured for a loss or “occurrence” we cover for this Additional Insured.

The Additional Insured’s limits of insurance do not increase our limits of insurance, as described in **SECTION III – LIMITS OF INSURANCE**.

All other terms, conditions, and exclusions under the policy are applicable to this endorsement and remain unchanged.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name of Person or Organization:

City of Mobile
PO Box 1827
Mobile AL 36633

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

The TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US Condition (Section **IV** – COMMERCIAL GENERAL LIABILITY CONDITIONS) is amended by the addition of the following:

We waive any right of recovery we may have against the person or organization shown in the Schedule above because of payments we make for injury or damage arising out of your ongoing operations or "your work" done under a contract with that person or organization and included in the "products-completed operations hazard". This waiver applies only to the person or organization shown in the Schedule above.

2026

RESOLUTION

Sponsored by: Mayor Spiro N. Cheriogotis

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MOBILE, ALABAMA, that the Mayor and the City Clerk be, and they hereby are, authorized and directed to execute and attest, respectively, for and on behalf of the City of Mobile, an Agreement with Claudia Simmons to provide tennis lessons and clinics for Parks and Recreation Department, compensation for work provided by the contractor will be as provided in the statement of work but in no event should not exceed \$80,000 per fiscal year as outlined in the agreement attached hereto and made a part hereof as though set forth in full. A copy of said agreement is on file in the office of the City Clerk.

BE IT FURTHER RESOLVED that the City Council finds that this resolution is necessary to perform essential minimum functions of the Council.

Adopted:

City Clerk

STATE OF ALABAMA)

COUNTY OF MOBILE)



PROFESSIONAL SERVICES CONTRACT

City of Mobile

This Professional Services Contract (sometimes hereinafter "Agreement"), made and entered into as of the date of execution, by and between **THE CITY OF MOBILE**, a Municipal Corporation of the State of Alabama (hereinafter referred to as the "City") and **CLAUDIA SIMMONS**, an Alabama Professional Tennis Instructor, (hereinafter "Contractor"), as follows:

WHEREAS, the Contractor is uniquely qualified and has expertise in teaching tennis lessons/clinics; and

WHEREAS, said services benefit the public at large and the community and it serves a public purpose for the City in providing said services; and

WHEREAS, the specialized nature of the services required does not fall within any current classification of the Mobile County Personnel Board, making it appropriate to secure such services by independent contract; and

WHEREAS, City desires to engage this Contractor, due to the Contractor's high degree of professional skill, competence, and personality especially suited to provide said services upon the following terms and conditions.

NOW THEREFORE, City and Contractor, for and in consideration of the mutual covenants and agreements hereinafter set forth to be kept and performed by the other, and other good and valuable consideration, the receipt and sufficiency of all of which are hereby acknowledged, do hereby covenant and agree as follows:

I. PROFESSIONAL SERVICES TO BE PERFORMED

- A. The professional services to be performed by the Service Provider under this Agreement ("Services") for City of Mobile are attached hereto as EXHIBIT A.

- B. The Contractor shall perform all professional services under this contract with the professional skill and care ordinarily provided by a competent professional practicing under the same or similar circumstances and as expeditiously as is prudent considering the ordinary professional skill and care of such profession
- C. The Contractor shall report to Scott Novak, the Manager of the Mobile Tennis Center or his/her designee, who shall provide specific tasking to the Contractor with respect to these services.

II. TERM OF AGREEMENT

- A. This Contract shall commence immediately upon execution by both the City and the Contractor. It shall continue for a period of three (3) years or thirty-six (36) months, subject to the renewal and/or availability of funding.

III. COMPENSATION

The City agrees to compensate the Contractor for services performed in accordance with the fee schedule and payment terms set forth in Exhibit A. The total amount payable for hourly compensation only under this Agreement shall not exceed Eighty Thousand Dollars (\$80,000.00) per fiscal year. This hourly compensation applies solely to amounts paid by the City on an hourly basis and does not include compensation derived from public clinic flat-rate payments or the Contractor's eighty-five percent (85%) private lesson revenue splits, which shall be calculated and paid separately in accordance with Exhibit A and Exhibit B.

IV. METHOD OF PAYMENT

- A. Payments shall be made via direct deposit to a banking institution designated by the Contractor.

V. ADDITIONAL SERVICES

- A. No changes to this Contract or the performance contemplated hereunder shall be made unless the same are in writing and signed by both the Contractor and the City's authorized agent.
- B. If the City requires the Contractor to perform additional services related to this Contract then the Contractor shall be entitled to additional compensation based on an amended fee schedule to the extent necessary to accommodate such additional work. The additional compensation shall be agreed upon before the commencement of any additional services or changes and shall be incorporated into this Contract by written amendment. The City shall not pay for any additional service or work performed before a written amendment to this Contract is

executed by the City and the Contractor. Notwithstanding the preceding, in the event additional services are required as a result of error, omission or negligence of the Contractor, the Contractor shall not be entitled to additional compensation.

VI. LIABILITY OF CONTRACTOR

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

VII. CONTRACTOR'S INSURANCE.

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. 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

- 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

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.

VIII. RESPONSIBILITIES OF THE CONTRACTOR

- A. The Contractor agrees to respond to communication from the City within three working days unless a shorter response time is specified by the City.
- B. The Contractor shall maintain books, records, documents, and other evidence directly pertaining to or connected with the services under this Contract which shall be available and accessible at the Contractor's offices for the purpose of inspection, audit, and copying during normal business hours by the City, or any of its authorized representatives.
- C. The Contractor is, and shall be, in the performance of all work, services and activities under this Contract, an independent contractor.

IX. FORCE MAJEURE

- A. The Contractor specifically agrees that all work performed under the terms and conditions of this Contract shall be completed within the time limits as set forth herein, or as otherwise

identified in the City's purchase order or specified by the City's Department Head, subject only to delays caused by force majeure, or as otherwise defined herein. "Force majeure" shall be deemed to be any cause affecting the performance of this Contract arising from or attributable to acts, events, omissions or accidents beyond the reasonable control of the parties.

X. OBLIGATIONS OF CITY

- A. City shall designate a Department Head(s) or other person to act as City's representative with respect to this Agreement, as set out herein above. Such person(s) will have the authority to transmit instructions, receive information, and interpret and define the City's policies and decisions regarding the scope of services.
- B. City shall furnish to Contractor all applicable information and technical data in City's possession or control reasonably requested by Contractor for the proper performance of the Services.
- C. The City's Designated representative will do all things necessary to properly administer the terms and conditions of this Agreement.
- D. The City shall not provide any services to the Contractor in connection with any claim brought on behalf of or against the Contractor.

XI. TERMINATION

- A. The City shall have the right at any time upon thirty (30) calendar day's written notice to the Contractor to terminate the services of the Contractor. The City shall pay to the Contractor and the Contractor shall accept as full payment for its services, a sum of money equal to the work completed in any commenced but incomplete services.
- B. Any failure of the Contractor to satisfy the requirements of this Contract, as documented by the Department Head, shall be considered a default of the Contract and sufficient reason for termination. 1. For defaults that are curable (as determined by the City), the Contractor shall be notified in writing by the City and shall have an opportunity to cure such default(s) within ten (10) working days after notification. 2. For defaults that are not curable (as determined by the City), notice of the termination date shall be given as deemed appropriate by the City.
- C. In the event the City's termination of this Contract for default is in any way deficient, at the option of the City such termination shall be deemed to be a termination for convenience.
- D. The parties may mutually agree to terminate this Contract. Such termination shall be

evidenced by a notice issued by the City. The City shall pay to the Contractor and the Contractor shall accept as payment for its services, a sum of money equal to the work completed in any commenced but incomplete services.

- E. In the event that the Contractor has abandoned performance under this Contract, then the City may terminate this Contract upon three (3) calendar day's written notice to the Contractor indicating its intention to do so. Payment for work performed prior to the Contractor's abandonment shall be as stated above.

XII. DISPUTE RESOLUTION

- A. Any dispute, action or proceeding arising out of or related to this Agreement will be exclusively commenced in the state courts of Mobile City, Alabama, or where proper subject matter jurisdiction exists in the United States District Court for the Southern District of Alabama. Each party irrevocably submits and waives any objections to the exclusive personal jurisdiction and venue of such courts, including any objection based on forum non conveniens.
- B. Contractor agrees to waive all rights to trial by jury for any litigation undertaken concerning this Agreement.
- C. 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.

XIII. NOTICES

- A. The City of Mobile Authorized Agent, authorized to act on the City's behalf with respect to the Project, is Scott Novak, manager of the Mobile Tennis Center, as a 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 Clerk
City of Mobile
Post Office Box 1827
Mobile, AL 36633-1827

CONTRACTOR:
Claudia Simmons
153 Private Road 368
Mobile, AL 36608

Copy to:
City Attorney
City of Mobile Legal Department
P.O. Box 1827
Mobile, AL 36633-1827

- C. Any change in the Mobile Tennis Center Management or the Contractor's Representative will be promptly communicated by the party making the change.

XIV. DEFAULT/BREACH.

- A. **Default.** Default, for purposes of this contract, shall include, but is not limited to, any of the following: 1) failure to perform the work or provide the services in accordance with the terms of the contract, 2) failure to meet established deadlines or schedules, 3) substandard or non-compliant work or services, 4) failure to comply with applicable laws, regulations, or permits, including state and federal law, local ordinances and any federal grant requirements, 5) failure to communicate adequately with the City regarding progress or issues, 6) unauthorized assignment or transfer of the contract without prior written consent from the City, 7) failure to correct deficiencies after receiving written notice from the City, 8) misrepresentation or falsification of information provided during performance, 9) failure to maintain required insurance coverage, 10) unauthorized use of City property, equipment, or resources, 11) violation of confidentiality or data protection requirements outlined in the contract, 12) failure to provide required reports, documentation, or certifications, 13) failing to comply with written directives from the City to correct specific issues or deficiencies, 14) failure to maintain adequate security measures for sensitive information or physical assets.

XV. EFFECT OF DEFAULT

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

XVI. WITHHOLDING PAYMENT DUE

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

XVII. CURE PLAN

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

XVIII. ANTI-BOYCOTT

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

XIX. NON-DISCRIMINATION

- A. Contractor shall comply with all Federal, State and local laws concerning nondiscrimination, including but not limited to City of Mobile Ordinance No. 14-034 which requires, inter alia, that all contractors performing work for the City of Mobile not discriminate on the basis of race, creed, color, national origin or disability.

XX. COMPLIANCE WITH IMMIGRATION LAW

- A. By signing this contract, the contracting parties affirm, for the duration of the Agreement, that they will not violate federal immigration law or knowingly employ, hire for employment, or continue to employ an unauthorized alien within the state of Alabama. Pursuant to Alabama Code (1975) Section 31-13-9, if Contractor employs one or more employees within the State of Alabama, Contractor shall provide documentation establishing that Contractor is enrolled in the *E-Verify* program. Furthermore, a contracting party found to be in violation of this provision shall be deemed in breach of the Agreement and shall be responsible for all damages resulting therefrom.

XXI. MISCELLANEOUS

- A. The language of this Agreement shall be construed, in all cases, according to its fair meaning

and not for or against any party hereto.

- B. The parties hereto do not intend nor shall this Agreement be construed to grant any rights, privileges or interest to any third party.
- C. Time is of the essence with regard to each and every aspect of the Contractor's performance under this Contract.
- D. The rights and remedies of the City provided for under this Agreement are in addition to any other rights and remedies provided by law.
- E. If the Contractor is comprised of more than one legal entity, each entity shall be jointly and severally liable hereunder.
- F. 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.
- G. 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.
- H. 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.
- I. 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.
- J. Paragraph headings are for the convenience of the parties and for reference purposes only and shall be given no legal effect.
- K. 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.
- L. The provisions of this Agreement shall bind and inure to the benefit of the parties and their respective successors and permitted assigns.

- M. 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.
- N. 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.
- O. If the City is required to take legal action to enforce this contract, the contractor agrees to reimburse the City for all reasonable attorney's fees and associated costs incurred.
- P. 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.
- Q. 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.
- R. The City and Contractor each bind itself, its successors and assigns, to the other party of this contract, in respect to all covenants of this agreement. The contractor shall not transfer or assign this contract or the license or any of the rights or privileges granted herein without the prior written consent of the City, which such consent shall be granted or denied solely at the City's sole discretion.
- S. The Contractor shall submit to and maintain proper background clearance with the City of Mobile Police Department and comply with all pre-employment measures, including participation in the City's Drug-Free Workplace Program.
- T. The City shall provide the Contractor with appropriate office space and equipment as necessary to perform assigned duties.
- U. 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.

By signing below, the parties acknowledge they have read, understood, and agree to abide by the terms of this Contract, including all incorporated exhibits.

CONTRACTOR

By: _____

Claudia Simmons

Date: 2/25/2026

State of ALABAMA }
County of MOBILE }

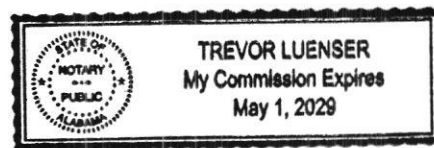
I, the undersigned Notary Public, in and for said county and state, hereby certify that Claudia Simmons is signed to the foregoing conveyance, and who is known to me, acknowledged before me on this day that, being informed of the contents of the conveyance, he, as such officer and with full authority, 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 25th day of FEBRUARY, 2026.

Notary Public

Print TREVOR LUENSER

My commission expires: 5/1/2029



(Seal)

CITY OF MOBILE

By: _____

Spiro N. Cheriogotis, Mayor

Date: _____

ATTEST:

Its City Clerk

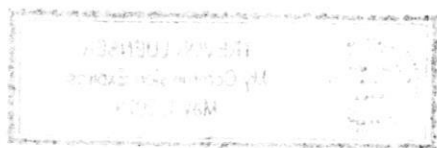


EXHIBIT A – Statement of Work

1. Contractor will possess and maintain a current SafePlay certification, USPTA or PTR certification, liability insurance with additional coverage to include City of Mobile, and CPR/AED certification. Performance of work below this standard or failure to maintain the required proficiency will be cause for termination of the contract.
2. Contractor will always maintain a professional appearance and demeanor while engaged in performance of the contract. Contractor will reflect the Tennis Center's customer friendly, helpful, professional, and knowledgeable image.
3. Contractor will uphold and enforce Mobile Tennis Center Policies and Procedures and strictly enforce and adhere to the Inclement Weather Policy.
4. Tennis Center will set and collect all Customer fees for lessons and court usage. Students will make all lesson payments with the Tennis Center. Tennis Center will coordinate with Contractor to assign Customers to Contractor based on Contractor availability. Contractor is not required to accept any specific Customers or conduct any specific classes. Once Contractor accepts a customer or class assignment, Contractor is required to keep the student and class commitment for the duration of the scheduled class duration unless otherwise agreed to by the Tennis Center Director. The Tennis Center will notify students of class assignments and meeting dates and times. Contractor is not guaranteed a minimum amount of work.
5. Contractor is required to teach a minimum of 4 hours of public clinics per week when scheduled through the Mobile Tennis Center if the hours are available.
6. Contractor may also independently schedule Contractor's own lessons, at Contractor's own schedule, directly with Customers. Contractor must notify Tennis Center, of any planned instruction times, locations, and student names, at least 24 hours in advance of any class. Contractors must direct Customers to make payment for classes directly with the Tennis Center. The City will take 15% of every fee paid by the public for private lessons and group lessons.
7. Contractor will notify the City promptly of any Customer complaints regarding contract services provided.
8. The City will provide balls, baskets, and other teaching aids to the contractor within reason.
9. City will pay Contractor per hour Contractor teaches according to the below pay rate schedule.
10. Contractor will invoice City, and City will pay Contractor, bi-weekly for the number of lessons taught the previous two weeks. Contractor must detail in Contractor's invoice the class dates, location, duration, and number of students for each class for which instructor is invoicing.

EXHIBIT B – Tennis Contractor Pay Rates

Private Instructor Lesson Rates at Mobile Tennis Center

HALF HOUR

Customer Pays \$30.00 (1-4 STUDENTS) 85% to Instructor = \$25.50

1 HOUR

Customer Pays \$55.00 (1-4 STUDENTS) 85% to Instructor = \$46.75

Customer Pays \$65.00 (5-8 STUDENTS) 85% to Instructor = \$55.25

Customer Pays \$75.00 (9-12 STUDENTS) 85% to Instructor = \$63.75

Public Clinic Instructor Pay Rates at Mobile Tennis Center

Flat Rate

1/2 Hour Clinic-\$30.00

1 Hour Clinic-\$60.00

Private Group Clinic Instructor Pay Rate at Mobile Tennis Center

- City retains 15% of amount collected for Private Group Clinic Instruction
- Rates negotiated and agreed upon among Mobile Tennis Center Administration, Instructor and Group Representative
- Rate cannot be lower than a Private Lesson Instructor Rate
- Private Clinic hours do not count as part of the Public Clinic Instruction requirement in the contract



CAPITAL CONTRACT SUMMARY SHEET

Attached



AGENDA ITEM SUMMARY SHEET

Agenda of: March 3, 2026

Submitted by:

Carleen Stout, Dep Dir-Real Estate/Asset Mgmt

Sponsored by:

Spiro Cheriogotis, INACTIVE

Purpose and Scope of Project:

Independent building commissioning activities, functional performance testing, review and verification of building systems performance and preparation of commissioning documentation and reports.

Amount of Contract:

\$294,460.00

Funding Source

C0976

ATTACHMENTS:

1. Resolution Henderson Building
2. Capital Summary Sheet Henderson Building Solutions
3. Henderson Building Solutions Professional Services Contract 2026-02-20, partially executed
4. Henderson Building Solutions, Contract Recommendation Letter 02-23-26

REVIEWERS:

Stacey Howard
Carleen Stout
Cherlina Monteiro
Donna Bryars
James Barber

RESOLUTION

2026

Sponsored by: Mayor Spiro 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, 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: HENDERSON BUILDING SOLUTIONS, LLC

Project Name: Mobile Arena Commissioning Services

Project Number: CC-034A-22
2125-2125-42200

Amount: \$294,460.00

Adopted:

City Clerk

CAPITAL CONTRACT SUMMARY SHEET

(2 COPIES REQUIRED)

CONTRACT #

PROJECT NAME: MOBILE ARENA COMMISSIONING SERVICES

CAPITAL PROJECT #: C0976 (2125-2125-42200)

CONTRACT AMOUNT: \$294,460.00 DATE OF RECEIPT: _____

ARCHITECTURAL ENGINEERING PROJECT #: CC-034A-22

PROJECT DESCRIPTION: Contractor to provide independent building commissioning services for the City's Mobile Arena project

VENDOR NAME: HENDERSON BUILDING SOLUTIONS, LLC

VENDOR NUMBER: 300174

DEPT #: 3030 DEPT NAME: REAL ESTATE ASSET MANAGEMENT

CONTRACT ADMINISTRATOR: Carleen Stout-Clark (Director of REAM)

Please Select by circling one (Type):

Architectural	Engineering	Testing	Professional Services
Construction (Unit Price)*	Construction**	ROW (Acquisitions)	
Performance-Contributed	Contractual	Non-Contractual	

RETAINAGE INFORMATION:

SHOULD RETAINAGE BE WITHHELD? Y ___ N X ; 5% of the 1st 50% ___ 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: Dru Bishop Date: 2/25/2026

STATE OF ALABAMA)
COUNTY OF MOBILE)



**PROFESSIONAL SERVICES CONSULTANT CONTRACT
FOR A STIPULATE SUM
City of Mobile**

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

And the Consultant: HENDERSON BUILDING SOLUTIONS, LLC
10901 West 84th Terrace
Suite 300
Lenexa, KS 66214

City of Mobile Business License No.: 66127

Secretary of State Registration No.: 000-548-972

For the following Project: Mobile Arena Commissioning Services
401 Civic Center Drive Street
Mobile, Alabama 36602

Project Number: CC-034A-22
2125-2125-42200

This Professional Services Contract (sometimes hereinafter "Agreement") made and entered into as of the date of execution, by and between **THE CITY OF MOBILE**, a Municipal Corporation of the State of Alabama (hereinafter referred to as the "City") and **HENDERSON BUILDING SOLUTIONS, LLC**, a Foreign Limited Liability Company (hereinafter "Consultant"), as follows:

This Agreement (contract document), including its Exhibits [Consultant Proposal dated February 20, 2026, Certificates of Insurance with Endorsements, State of Alabama Business Entity Record, City of Mobile Business License and E-Verify Enrollment Documentation], attached hereto, all incorporated herein, represents the entire agreement between Consultant 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. Consultant and City acknowledge having read and understood this Agreement and hereby agree to be bound by its terms and conditions. In the event of any conflict, the Conflict of Documents provision of this Agreement shall control.

WHEREAS, the Consultant is uniquely qualified and engaged to provide independent building commissioning services for the City's Mobile Arena project, including onsite commissioning activities and functional performance testing of building systems; and

WHEREAS, City desires to engage this Consultant, due to the Consultant's high degree of professional skill and personality especially suited to provide said services upon the following terms and conditions.

NOW THEREFORE, City and Consultant, for and in consideration of the mutual covenants and agreements hereinafter set forth to be kept and performed by the other, and other good and valuable consideration, the receipt and sufficiency of all of which are hereby acknowledged, do hereby covenant and agree as follows:

I. PROFESSIONAL SERVICES TO BE PERFORMED

- A.** Independent building commissioning services for the City's Mobile Arena facility, including onsite commissioning activities, functional performance testing, review and verification of building systems performance, and preparation of commissioning documentation and reports, all in accordance with the approved Scope of Work.
- B.** The Consultant shall perform all professional services under this contract with the professional skill and care ordinarily provided by a competent professional practicing under the same or similar circumstances and as expeditiously as is prudent consistent with such professional skill and care (the "Standard of Care"). Nothing herein shall be

construed to create a warranty or guarantee of any particular result; however, nothing in this Section shall limit or relieve the Consultant from liability for failure to perform the specific services, duties, and responsibilities expressly required under this Contract in accordance with the Standard of Care. Nothing contained in Exhibit A or any incorporated proposal shall be construed to limit Consultant's liability for failure to perform the Services in accordance with the Standard of Care set forth herein.

- C. The Consultant agrees to diligently provide all services, for the performance of the Mobile Arena Commissioning Services (the "Project"), in accordance with the scope of services made part of this Contract as Exhibit A, attached hereto, and incorporated herein. All work and labor shall be done in accordance with the plans and specifications on file with the City and are incorporated herein by reference. For avoidance of doubt, Consultant's obligations under this Agreement with respect to the plans, specifications, and contract documents are limited to review, observation, verification, and reporting within the Scope of Work and do not include responsibility for design adequacy, design errors or omissions, code compliance, construction defects, or construction means, methods, techniques, sequences, or procedures.
- D. The Director of Real Estate and Asset Management, or his/her designated representative, shall be the City's Project Manager and shall provide specific tasking to the Consultant with respect to these services.

II. TERM OF AGREEMENT

This Contract shall commence immediately upon execution by both the City and the Consultant and shall continue through the completion of the Project, in accordance with the General Contractor's Construction Project Schedule.

III. COMPENSATION

- A. The City shall pay the Consultant for the services rendered hereunder and completed in accordance with the terms and conditions of this Contract an amount not to exceed Two Hundred Ninety-Four Thousand Four Hundred Sixty Dollars (\$294,460.00) for the entire Project in accordance with Exhibit C Fee Schedule attached hereto and incorporated herein with payment due within thirty (30) days of invoice submission and acceptance thereof by the City or its duly authorized agent. Any additional work shall be subject to prior written approval by the City and only as expressly approved by written amendment to this Agreement.

- B.** Notwithstanding the preceding, Consultant shall perform no work under this Contract until receipt of a notice to proceed. Consultant 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.

IV. METHOD OF PAYMENT

- A.** The City shall pay the Consultant through payment issued by City upon receipt of the Consultant's invoice and written approval of same by the City's Director of Real Estate and Asset Management indicating that services have been rendered in conformity with this Contract.
- B.** The Consultant shall submit invoices for payment to the City for those specific services provided pursuant to Exhibit C, Fee Schedule, attached hereto and incorporated herein.
- C.** The Consultant's invoices shall be in a form satisfactory to the Director of Finance who shall initiate disbursements. The Consultant is responsible for providing all necessary documentation that may be required by the City.

V. ADDITIONAL SERVICES

- A.** No changes to this Contract or the performance contemplated hereunder shall be made unless the same are in writing and signed by both the Consultant and the City's authorized agent.
- B.** If the City's Director of Real Estate and Asset Management requires the Consultant to perform additional services related to this Contract then the Consultant shall be entitled to additional compensation based on the Fee Schedule as amended to the extent necessary to accommodate such additional work. The additional compensation shall be agreed upon before commencement of any additional services or changes and shall be incorporated into this Contract by written amendment. The City shall not pay for any additional service or work performed before a written amendment to this Contract is executed by the City and the Consultant. Notwithstanding the preceding, in the event additional services are required as a direct result of the Consultant's failure to perform the services in accordance with the Standard of Care set forth in Section I.B., the Consultant shall not be entitled to additional compensation for correcting such deficient work.

VI. LIABILITY OF CONSULTANT

To the fullest extent permitted by law, Consultant shall indemnify, defend, and hold harmless the City of Mobile, its officers, elected officials, employees, agents, and representatives (collectively, the “Indemnified Parties”) from and against any and all third-party claims, demands, causes of action, damages, losses, liabilities, fines, penalties, and expenses, including reasonable attorneys’ fees and costs of defense, but only to the extent caused by the negligent acts, errors, or omissions, recklessness, or intentional misconduct of Consultant or its employees, agents, or Subconsultants in the performance of the Services under this Agreement.

Consultant’s duty to defend shall arise upon written tender by the City and shall apply pending final resolution of the claim. The duty to defend shall be limited to claims arising out of or related to the Services performed under this Agreement.

Consultant shall not be required to indemnify or defend the City for claims arising solely from the negligence or willful misconduct of the City or its employees. Nothing in this Section shall be construed to require Consultant to indemnify the City for the City’s own negligence beyond that permitted under applicable Alabama law.

The parties expressly acknowledge and agree that Consultant is not providing architectural or engineering design services under this Agreement and is not acting as a “design professional” within the meaning of Ala. Code § 41-9A-3 for purposes of this Project. Nothing herein shall be construed to expand Consultant’s liability beyond that permitted under applicable Alabama law.

The obligations set forth in this Section shall survive completion, termination, or expiration of this Agreement to the extent permitted by law.

Nothing in this Agreement shall be construed as a waiver of any governmental, sovereign, or other immunity of the City, its officials, or employees, all of which are expressly reserved.

VII. CONSULTANT’S INSURANCE.

Consultant shall procure and maintain, at its sole cost and expense, the insurance coverage required by this Agreement and Exhibit B. The insurance requirements set forth herein are material terms of this Agreement.

Condition Precedent to Performance

As a condition precedent to the effectiveness of this Agreement and prior to the commencement of any Services, Consultant shall provide to the City certificates of insurance (ACORD form) and all required policy endorsements demonstrating full compliance with the insurance requirements set forth in this Agreement.

No Notice to Proceed shall be issued, and Consultant shall not perform any Services, until such documentation has been received and approved in writing by the City.

Receipt, review, or approval of certificates or endorsements by the City shall not relieve Consultant of any obligation under this Agreement.

Required Endorsements

Certificates of insurance shall be accompanied by copies of all required endorsements, including but not limited to:

- Additional Insured endorsements
- Primary and Non-Contributory endorsement
- Waiver of Subrogation endorsement
- Any other endorsements required by this Agreement

Failure to provide required endorsements shall render the certificate non-compliant.

Maintenance of Coverage

Consultant shall maintain all required insurance:

- Throughout the duration of the Project; and
- For any required post-completion period (including professional liability extended reporting periods, if applicable).

Policies shall not be canceled, non-renewed, materially altered, or allowed to lapse without at least thirty (30) days' prior written notice to the City, except for nonpayment of premium, in which case ten (10) days' notice shall apply.

Replacement certificates and endorsements shall be provided not less than fifteen (15) days prior to expiration of any policy.

Subconsultants

Consultant shall ensure that all Subconsultants maintain insurance meeting the requirements of this Agreement. Certificates and required endorsements for Subconsultants shall be provided to the City prior to such Subconsultants performing any Services.

Consultant shall remain fully responsible for compliance by its Subconsultants.

Failure to Maintain Insurance

Failure to procure, maintain, or provide required insurance or endorsements shall constitute a material default under this Agreement and shall entitle the City to:

- Withhold payment,
- Suspend Services,
- Declare default, and/or
- Terminate this Agreement.

No Limitation of Liability

The insurance requirements of this Agreement shall not be construed to limit Consultant's liability under this Agreement. Consultant's indemnification obligations shall not be limited by the amount or type of insurance maintained.

No Waiver of Immunity

Nothing in this Section shall be construed as a waiver of any governmental, sovereign, or other immunity of the City, its officials, or employees.

A. Workers' Compensation/Employer's Liability

1. Workers' Compensation insurance in the amounts required by all applicable laws, rules, or regulations of the state of Alabama.
2. Employer's Liability with limits of not less than:

Bodily Injury by Accident	\$1,000,000 Each Accident
Bodily Injury by Disease	\$1,000,000 Policy Limit
Bodily Injury by Disease	\$1,000,000 Each Employee

3. Borrowed Servant/Alternate Employer endorsement in favor of City of Mobile.

B. Commercial General Liability Insurance

Consultant shall also obtain Commercial General Liability coverage (occurrence form) including coverage for products/completed operations, independent Consultants, and blanket contractual liability, specifically covering the obligations assumed by Consultant with the following minimums:

1. \$1,000,000 Each Occurrence (combined single limit for bodily injury and property damage)
2. \$2,000,000 Products/Completed Operations aggregate
3. \$1,000,000 Personal and Advertising Injury per person/organization
4. \$2,000,000 General Aggregate Limit per Project

C. Automobile Liability Insurance

Consultant shall also obtain a minimum of \$1,000,000 combined single limit coverage per accident, including owned, hired, and non-owned automobiles. (If Consultant does not own an automobile, but one is used in the execution of the contract, then only “hired and non-owned coverage” is required. If a vehicle is not used in the execution of the contract, then automobile coverage is not required.)

D. Commercial Umbrella Liability Insurance

Consultant shall also obtain Umbrella Liability over and above the limits of liability required in the Employers Liability, General Liability, Automobile Liability. 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. Umbrella limits shall be at least \$2,000,000 per line of coverage.

E. Professional Liability Insurance

1. Projects \$0 - \$1,000,000 \$1,000,000/\$2,000,000 annual aggregate
2. Projects over \$1,000,000 to be determined by Owner

F. Certificates of Insurance

The standard ACORD format shall be provided. The policy endorsements listed in this section are required and must be listed in the “Description of Operations” box on the Certificate of Liability Insurance or listed separately on an attachment to the Certificate of Insurance (ACORD 101, Additional Remarks Schedule).

Consultant and/or any Subconsultants shall provide City of Mobile with valid certificates of insurance (standard ACORD format) within ten (10) 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 Consultant/Subconsultant'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 \$5,000 unless otherwise indicated by City of Mobile. The Description section of the Certificate shall contain reference to the Project name. The Consultant shall ensure that each Subconsultant complies with the terms of this Section.

G. 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 Consultant, Owner et al. as an additional insured. Additionally, Consultant 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

H. Insurance Requirement for Subconsultants

Consultant shall ensure that its Subconsultants of any tier shall procure and maintain insurance that complies with the requirements set forth in this Agreement, including the additional insured, primary and non-contributory and waiver of subrogation requirements. Copies of the certificate(s) must be provided prior to the Subconsultants entering the site.

I. 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 Consultant/Subconsultant 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.

J. Waiver of Subrogation

Consultant 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 Consultant 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.

K. Professional Errors and Omissions

If "Professional" services are rendered in this service contract, then minimum coverage limits of \$1,000,000 each claim and Policy Aggregate, an Extended Discovery period to apply for at least two (2) years after Consultant's work is accepted by City of Mobile and a deductible not to exceed \$10,000, for which Consultant will remain solely responsible for, shall apply. OPTION- If the Self-Insured Retention (SIR) exceeds \$10,000, then City

of Mobile shall have the right to review the Consultant's most recent Audited financial statement.

"Claims-made" policies shall carry a retroactive date prior to the effective date of this project. In the event the policy is cancelled, non-renewed, switched to an Occurrence Form, or any other circumstance that triggers the right to purchase a Supplemental Extended Reporting Period (SERP) during the life of this project, then Consultant shall purchase a SERP with a minimum reporting period of not less than two (2) years. The requirement to purchase a SERP shall not relieve the Consultant of the obligation to provide replacement coverage.

VIII. RESPONSIBILITIES OF THE CONSULTANT

- A.** The personnel assigned by the Consultant to perform the services of this Contract shall comply with the terms set forth in this Contract. The Consultant shall ensure that all key personnel, support personnel, and other agents are fully qualified and capable of performing their assigned tasks. Any change or substitution to the Consultant's key personnel must receive the City's Department Head's written approval before said changes or substitution can become effective.
- B.** The Consultant agrees to respond to communication from the City within three working days unless a shorter response time is specified by the City.
- C.** The Consultant warrants that it has not employed or retained any company or person (other than a bona fide employee working solely for the Consultant), to solicit or secure this Contract and that he has not paid or agreed to pay any person, company, corporation, individual, or firm other than a bona fide employee working solely for the Consultant; any fee, commission, percentage, gift, or any other consideration, contingent upon or resulting from the award of this Contract.
- D.** Consultant agrees that it and its employees shall communicate with City employees and members of the public in a civil manner. All aspects of a Consultant's performance, including complaints received from City employees or members of the public, may impact the City's decision to renew or terminate this Contract in accordance with the provisions contained herein. The City reserves the right to suspend or debar the Consultant from consideration for award of future contracts in accordance with Alabama competitive bid law if the Consultant does not abide by the terms of this contract.
- E.** The Consultant shall comply with all applicable federal, state, and local laws, regulations, ordinances, codes, and administrative requirements relating to or arising from the performance of

the Services under this Agreement, including but not limited to those governing payment for work, health and safety, environmental protection, immigration compliance, licensing, permits, and non-discrimination. Consultant shall not discriminate in the performance of the Services on any basis prohibited by applicable law.

F. The Consultant shall maintain books, records, documents, and other evidence directly pertaining to or connected with the services under this Contract which shall be available and accessible at the Consultant's offices for the purpose of inspection, audit, and copying during normal business hours by the City, or any of its authorized representatives.

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

IX. TIME FOR PERFORMANCE

The Consultant shall perform the Services in a timely and professional manner consistent with the Standard of Care and in accordance with the General Contractor's Construction Schedule. The Consultant shall commence Services upon receipt of a written Notice to Proceed issued by the City and shall perform the Services in accordance with the Project Schedule, as such schedule may be adjusted in writing by the City based upon the availability of building systems, completion of prerequisite construction activities by others, and reasonable access to the Project site.

The Consultant's performance periods shall be measured from the date on which the Consultant is provided reasonable access to the Project site and the applicable systems are sufficiently complete and available for commissioning activities, as reasonably determined by the City's Project Manager.

The Consultant shall not be responsible for delays caused solely by the acts or omissions of the City, the construction contractor(s), design professionals, or other third parties not under the Consultant's control, provided that Consultant promptly notifies the City in writing of any such delay and its anticipated impact on the Project Schedule. Consultant shall use reasonable efforts to mitigate the effects of any delay and shall cooperate with the City in adjusting the Project Schedule, as necessary. Any extension of time resulting from such delay shall be the Consultant's sole remedy unless otherwise agreed in a written amendment to this Agreement.

X. FORCE MAJEURE

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

XI. OBLIGATIONS OF CITY

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

XII. TERMINATION

- A.** The City shall have the right at any time upon thirty (30) calendar day's written notice to the Consultant to terminate the services of the Consultant. The City shall pay Consultant only for Services properly performed in accordance with this Agreement and accepted by the City through the effective date of termination as stated in the City's written notice. Consultant shall not be entitled to compensation for unperformed Services, anticipated profits, overhead allocable to unperformed Services, demobilization costs, consequential damages, or any other damages arising from or related to such termination.

- B.** Any failure of the Consultant to satisfy the requirements of this Contract, as determined by the City and documented in writing by the Department Head or authorized representative, shall constitute a default and may be grounds for termination in accordance with the cure provisions set forth herein.
1. **Curable Defaults.** For defaults that are curable, as determined by the City in its reasonable discretion exercised in good faith, the Consultant shall be notified in writing and shall have fifteen (15) calendar days after receipt of such notice to cure the default. If the default is not reasonably capable of cure within fifteen (15) calendar days, the Consultant shall promptly commence cure within such period and thereafter diligently pursue completion to the City's satisfaction.
 2. **Non-Curable Defaults.** For defaults that are not curable, as determined by the City in its reasonable discretion exercised in good faith, the City may terminate this Contract effective upon written notice or on such date as specified in the notice.
- C.** In the event the City's termination of this Contract for default is in any way deficient, at the option of the City such termination shall be deemed to be a termination for convenience pursuant to Section XIII.A. above.
- D.** The parties may mutually agree to terminate this Contract. Such termination shall be evidenced by a notice issued by the City. The City shall pay the Consultant, and the Consultant 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 Consultant has abandoned performance under this Contract, then the City may terminate this Contract upon three (3) calendar day's written notice to the Consultant indicating its intention to do so. Payment for work performed prior to the Consultant's abandonment shall be as stated above. Consultant shall have one hundred and eighty (180) days to submit invoices. Invoices submitted after one hundred and eighty (180) days may not be accepted for payment.
- F.** The Consultant shall have the right to terminate services only in the event of the City failing to pay the Consultant'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 Consultant 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 Consultant's work not performed in

accordance with the requirements of this Contract; 2. The quantity of the Consultant's work not delivered or performed as represented in the Consultant'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 Consultant; 5. The Consultant's failure or refusal to perform any other obligation under this Contract.

XIII. DISPUTE RESOLUTION

- A.** In the event of a dispute or claim arising out of this Agreement, the parties agree first to try in good faith to settle the dispute by direct discussion. If this is unsuccessful, the parties may enter into mediation in Mobile City, Alabama, with the parties sharing equally in the cost of such mediation.
- B.** In the event mediation, if attempted, is unsuccessful in resolving a dispute, the parties may proceed to litigation as set forth below.
- C.** Any dispute, action or proceeding arising out of or related to this Agreement will be exclusively commenced in the state courts of Mobile 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.** Consultant 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 Consultant 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. PROFESSIONAL SERVICES WARRANTY

A. Professional Performance.

Consultant warrants that the Services shall be performed by qualified personnel in a professional and workmanlike manner consistent with the Standard of Care set forth in this Agreement and in accordance with the Scope of Services.

B. Re-Performance of Non-Conforming Services.

If the City provides written notice identifying Services that fail to conform to the requirements of this Agreement or the Standard of Care, Consultant shall, at no additional cost to the City, promptly re-perform such Services to bring them into conformance. Nothing herein shall be construed to create a warranty or guarantee of a specific result beyond performance consistent with the Standard of Care.

C. Survival.

The obligations set forth in this Section shall survive completion of the Services to the extent permitted by applicable law.

XV. SUSPENSION/STOP WORK ORDER

- A.** The City's Department Head may at any time, by written order to the Consultant, require the Consultant to stop all or any part of the work called for by this Contract. Any order shall be identified specifically as a stop work order issued pursuant to this clause. This order shall be effective as of the date the order is delivered to the Consultant. Upon receipt of such an order, the Consultant shall immediately comply with its terms and take all reasonable steps to minimize the incurrence of costs allocable to the work covered by the order during the period of work stoppage. The Consultant shall not resume work unless specifically so directed in writing by the City. The Department Head shall take one of the following actions: 1. Cancel the stop work order; or 2. Terminate the work covered by the order; or 3. Terminate the Contract in accordance with the Termination section of this Contract.
- B.** In the event the City determines to not direct the Consultant to resume work, the stop work order may be converted into a notice of termination for convenience pursuant to the Termination section of this Contract. The notice period for such termination shall be deemed to commence on the date of issuance of the stop work order. In the event the City does not direct the Consultant to resume work within ninety (90) days, the Consultant may terminate this Contract.

XVI. NOTICES

- A.** The City of Mobile Authorized Agent, authorized to act on the City's behalf with respect to the Project is the Director of Real Estate and Asset Management or the Director's designated representative, Sam Matheny, the City Project Manager.

- 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
205 Government Street
P.O. Box 1827
Mobile, Alabama 36633

CONSULTANT:

Henderson Building Solutions, LLC
10901 West 84th Terrace, Suite 300
Lenexa, KS 66214

- C.** Any change in the City's Department Head or the Consultant's Representative will be promptly communicated by the party making the change.

XVII. DEFAULT.

A default shall include, but is not limited to, any of the following:

1. Failure to perform the Services in accordance with the terms of this Agreement or the Standard of Care;
2. Failure to meet established deadlines or schedules, subject to adjustments permitted under this Agreement;
3. Failure to comply with applicable laws, regulations, or required permits;
4. Failure to maintain required insurance coverage;
5. Misrepresentation, falsification, or submission of false claims for payment;
6. Unauthorized assignment or transfer of this Agreement;
7. Failure to correct identified deficiencies within the time required after written notice;
8. Failure to cooperate with the City in connection with oversight, audit, or inspection of the Services;
9. Loss of required licenses, certifications, or debarment from public contracting.

XVIII. EFFECT OF DEFAULT

Upon the occurrence of a material default by Consultant and failure to cure such default within fifteen (15) calendar days after receipt of written notice from the City specifying the nature of the

default (or such longer period as may be approved in writing by the City), the City shall have the right, in addition to any other rights and remedies available under this Agreement or at law or in equity, to:

- (i) keep this Agreement in effect and pursue recovery of all damages, losses, costs, and expenses arising from or related to the default;
- (ii) cure such default using reasonable methods and recover the reasonable costs and expenses incurred in connection therewith; and
- (iii) terminate this Agreement in whole or in part by written notice to Consultant.

The remedies provided herein are cumulative and not exclusive, and the exercise of any one remedy shall not preclude the exercise of any other remedy available to the City.

Nothing in this Agreement shall be construed to limit or restrict the City's right to recover any damages or other relief permitted under applicable Alabama law. Nothing herein shall be construed as a waiver of any governmental or sovereign immunity.

XIX. WITHHOLDING PAYMENT DUE

In the event of a material default by Consultant, the City may, after written notice specifying the basis for withholding, withhold payment in an amount reasonably related to the default, including amounts necessary to protect the City from loss, damages, or the cost of curing such default.

The City's right to withhold payment shall be in addition to and not in lieu of any other rights or remedies available under this Agreement or at law or in equity.

Payment of any invoice shall not constitute acceptance of defective or non-conforming Services nor a waiver of the City's right to enforce this Agreement.

XX. CURE PLAN

If Consultant fails to comply with any material provision of this Agreement, the City may, in its reasonable discretion, issue a written notice requiring Consultant to submit a corrective action plan ("CAP") within a reasonable time specified in the notice. The CAP shall identify the cause of the deficiency, and the specific measures Consultant will take to cure and prevent recurrence.

Failure to submit an acceptable CAP or failure to implement the approved CAP within the time specified may constitute a material default under this Agreement and may result in the City exercising any rights or remedies available under this Agreement, including withholding payment or termination.

Nothing herein shall limit the City's right to declare a default or exercise remedies without first requiring a CAP.

XXI. EFFECT OF DEFAULT ON FUTURE COMPETITIVE BIDDING

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

XXII. PEER REVIEW/VALUE ENGINEERING

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 prior written amendment executed by the City.

XXIII. ANTI-BOYCOTT

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

XXIV. NON-DISCRIMINATION

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 Consultants performing work for the City of Mobile not discriminate on the basis of race, creed, color, national origin or disability, require that all subcontractors they engage do the same,

and make every reasonable effort to assure that fifteen percent of the work performed under contract be awarded to socially and economically disadvantaged individuals and business entities.

XXV. COMPLIANCE WITH IMMIGRATION LAW

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 Consultant employs one or more employees within the State of Alabama, Consultant shall provide documentation establishing that Consultant is enrolled in the *E-Verify* program. Furthermore, a contracting party found to be in violation of this provision shall be deemed in breach of the Agreement and shall be responsible for all damages resulting therefrom.

XXVI. MISCELLANEOUS

- A.** The language of this Agreement shall be construed, in all cases, according to its fair meaning and not for or against any party hereto.
- B.** The parties hereto do not intend, nor shall this Agreement be construed to grant any rights, privileges, or interest to any third party.
- C.** Time is of the essence with regard to each and every aspect of the Consultant's performance under this Contract.
- D.** The rights and remedies of the City provided for under this Agreement are in addition to any other rights and remedies provided by law.
- E.** If the Consultant is comprised of more than one legal entity, each entity shall be jointly and severally liable hereunder.
- F.** 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.
- G.** 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.

- H.** 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.
- I.** 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.
- J.** Paragraph headings are for the convenience of the parties and for reference purposes only and shall be given no legal effect.
- K.** Conflict of Documents. In the event of any conflict, inconsistency, or ambiguity between the provisions of this Agreement and any attachment, Exhibit, proposal, or other incorporated document, the provisions of this Agreement shall control and govern.

Exhibits are incorporated solely for purposes of defining scope of services, schedule, and pricing. Any terms and conditions contained in any Exhibit, attachment, proposal, or other incorporated document that purport to (i) impose indemnification or other liability upon the City, (ii) limit Consultant's liability, (iii) waive damages or remedies otherwise available to the City, (iv) alter dispute resolution or venue, (v) create automatic acceptance or contract formation provisions, or (vi) otherwise shift risk to the City shall be of no force or effect and are hereby expressly rejected unless expressly set forth in the body of this Agreement and executed by the City. No language in any Exhibit shall create an independent contract, modify execution requirements, or bind the City absent execution by the Mayor or other duly authorized official in accordance with applicable law.

- L.** Preparation of Agreement. All provisions of this Agreement have been subject to full and careful review by and negotiation between Consultant and City. Each such party has availed itself of such legal advice and counsel as it, respectively, has deemed appropriate. The parties hereto agree that neither one of them shall be deemed to be the drafter or author of this Agreement, and in the event this Agreement is subject to interpretation or construction by a court of law or panel of arbitration, such court or panel shall not construe this Agreement or any portion hereof against either party as the drafter of this Agreement.
- M.** 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.

- N. Binding Effect.** The provisions of this Agreement shall bind and inure to the benefit of the parties and their respective successors and permitted assigns.
- O. 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.
- P. 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.
- Q. Non-Waiver of Rights.** Failure by either party 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.
- R. 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.
- S. 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 Agreement. 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.

XXVII. SIGNATURES

By signing below, the parties acknowledge they have read, understood, and agree to abide by the terms of this Contract, including all incorporated exhibits.

CONSULTANT

By:

Jon Runyan President

Printed Name and Title

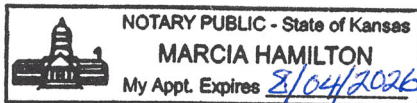
Date:

2/23/2026

State of Kansas }
County of Johnson }

I, the undersigned Notary Public, in and for said county and state, hereby certify that Jon Runyan [Individual's Name] whose name as President [Title] of the **HENDERSON BUILDING SOLUTIONS, 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 corporation.

In witness whereof, I hereunto set my hand and official seal on this 23rd day of February, 20 26



(Seal)

Marcia Hamilton
Notary Public

Print

My commission expires:

Marcia Hamilton
8/04/2026

CITY OF MOBILE

By:

Spiro N. Cheriogotis, Mayor

Date:

[Execution Date]

ATTEST:

City Clerk

EXHIBIT A: SCOPE OF SERVICES [Consultant Proposal, dated February 20, 2026]
[Incorporated for scope and pricing only]

EXHIBIT B: CERTIFICATES OF INSURANCE

EXHIBIT C: E-VERIFY DOCUMENTS

EXHIBIT A: SCOPE OF SERVICES
[Consultant Proposal, dated February 20, 2026]
[Incorporated for scope and pricing only]

PROPOSAL FOR PROFESSIONAL SERVICES

2/20/2026

Owner's Representative

Sam Matheny
Volkert, Inc.
11 N. Water Street, Suite 18290
Mobile, AL 36602

Project

Mobile Arena
Commissioning
Location – Mobile, AL
Project No: 2630001145

Henderson Building Solutions, LLC Scope of Services

1. COMMISSIONING SCOPE OF SERVICES

- A. Henderson Building Solutions, LLC is pleased to submit this Scope of Services and Compensation document to provide commissioning services for the 10,000 seat Mobile Arena in Mobile, AL, ("This Portion of the Project").
- B. Our scope of services is intended to comply with the requirements of the International Energy Conservation Code (IECC) 2015 section C408.
- C. The Scope of Services and Compensation is based on the discussed approximate design and construction schedule as follows:
 1. Construction start date Q1 2025
 2. Construction completion date Q1 2027

2. BASE SERVICES

- A. Henderson Building Solutions, LLC shall direct commissioning activities in the role of Commissioning Authority per the scope of services outlined within this document. A representative of Henderson Building Solutions, LLC will be assigned the role of Commissioning Manager for the duration of the project.
- B. Building Energy-Related and/or Essential Systems to be commissioned
 1. HVAC systems and associated controls
 2. Plumbing systems:
 - a) Domestic water heaters
 - b) Recirculation pumps
 - c) Plumbing fixture controls
 - d) Elevator sump pumps
 3. Lighting control systems:
 - a) Interior lighting controls including daylighting controls
 - b) Exterior and parking lot lighting controls
 4. Emergency power systems (**Additional Alternate**)
 - a) Normal power distribution system (through first 480V transformer)
 - b) Automatic transfer switches
 - c) Emergency generators
 5. Fire Protection & Life safety systems (**Additional Alternate**)
 - a) Witness verification and or review for the fire protection and life safety systems including sprinklers, standpipes, fire pumps, fire alarm systems, voice evacuation systems, fire department communication, stairway pressurization and smoke exhaust system.
 6. Security / Access controls systems (**Additional Alternate**)
 - a) Provide commissioning services related to the electronic security system and infrastructure. The electronic security systems shall include Access Control and Video Surveillance.

C. Commissioning Services

1. Design Phase Commissioning Services:
 - a) Develop a project specific Commissioning Plan for use during construction.
 - b) Develop Commissioning Specification sections to be incorporated into the set of construction documents.
2. Construction Phase Commissioning Services:
 - a) Review construction documents and equipment submittals for the purpose of Performance Test plans.
 - b) Develop project specific Functional Performance Test plans for execution by the installing contractors and equipment vendors as directed by the commissioning agents to demonstrate functionality of the systems.
 - c) Plan and conduct a Commissioning Kick-off Meeting to establish the purpose and proposed process for commissioning during the construction phase, and to establish the individual roles and responsibilities of each member of the Commissioning Team. Kick-off meeting to align with mobilization of MEP sub-contractors.
3. Acceptance Phase Commissioning Services:
 - a) Functional Performance Testing:
 - i. Henderson Building Solutions, LLC will coordinate and execute the system Functional Performance Tests with assistance by the equipment vendors or installing contractors. No sampling will be allowed with the exception of lighting controls (25% sample rate, minimum of one of each type).
 - b) Organize and maintain an Issues Log during construction to track the resolution of deficiencies throughout the construction and acceptance phases. Update the log and provide periodic reports to the Commissioning Team.
 - c) Review contractor provided Operations & Maintenance (O&M) Manuals for compliance with IECC requirements, prior to contractor submission to AHJ.
4. Post-Occupancy Phase Commissioning Services:
 - a) Issue a Commissioning Final Report summarizing the work completed and which demonstrates compliance with the requirements of IECC and the contract documents. The report will include a summary of any deficiencies found and the resolution to these deficiencies.

D. Onsite Commissioning Activities

1. Acceptance Phase:
 - a) Six (6) site visits by individual(s) from Henderson Building Solutions, LLC to direct/witness Functional Performance Testing. Visits include approximately four (4) days on site.
2. Post-Occupancy Phase:
 - a) One (1) site visits by individual(s) from Henderson Building Solutions, LLC to back-check open issues and re-perform any necessary Functional Performance Testing to verify resolutions. Visits include approximately two (2) days on site.

E. The following is a list of the anticipated written Work Products developed as part of the Commissioning Process:

1. Commissioning Specifications
2. Commissioning Plan
3. Functional Performance Tests (for commissioned systems)
4. Project Issues Report Summary
5. Commissioning Final Report

3. **ADDITIONAL ALTERNATES**

A. Construction Documents Design Review

1. Conduct commissioning review of construction documents for consistency with design criteria (the Owner Project Requirements and Basis of Design documents). Back-check final set of documents to confirm commissioning comments have been incorporated. Facilitate meeting with design team to review the commissioning design review comments. Budgeted sixty (60) hours for this design review exercise.

B. Controls Submittal Review

1. Conduct commissioning review of controls submittal documents for consistency with design criteria (the OPR and BoD documents). This is intended to be a concurrent review with the design team. Back-check final set of documents to confirm commissioning comments have been incorporated. Facilitate meeting with design team to review the commissioning design review comments. Budgeted twenty-four (24) hours for this submittal review exercise.

C. Mid-Construction Site Observation Visits

1. HBS will conduct site observation visits during the construction phase of the project to interface with installing contractors and verify proper system installation prior to ceiling and wall closure. Issues reports will be issued after each visit. This allows HBS to identify any potential installation issues prior to start-up and functional testing which can lead to construction delays. Includes three (3) site visits. If additional alternates are accepted more visits can be added.

D. Emergency Power Systems Commissioning

1. Conduct commissioning review of construction documents for consistency with design criteria, functionality and maintainability. Provide comments to project team in interactive format. Back-check final set of documents to confirm commissioning comments have been incorporated.
2. Review equipment submittals
3. Develop project specific Functional Performance Test Plans for execution by the installing vendors and contractors as directed by the commissioning agents to demonstrate functionality of the systems.
4. Functional Performance Testing:
 - a) Review contractor's equipment checkout and start-up procedures and participate in a percentage of start-up activities and third-party testing.
 - b) Plan and conduct a functional performance test coordination meeting to establish the schedule and proposed process for testing during the acceptance phase.
 - c) Coordinate and witness the system functional performance tests executed by the equipment vendors or installing contractors. This does not include coordination and scheduling of third-party testing as specified in the construction documents.
5. Includes two (2) site visits. If additional alternates are accepted more visits can be added.

E. Fire Protection & Life Safety Commissioning

1. Provide witness verification for fire protection and life safety systems, including fire sprinklers, standpipes, fire pumps, fire alarm systems, voice evacuation systems, fire department communication, stairway pressurization systems, smoke exhaust system and elevator hoist way vents.
2. Conduct commissioning review of construction documents for consistency with design criteria, functionality and maintainability. Provide comments to project team in interactive format. Back-check final set of documents to confirm commissioning comments have been incorporated.
3. Review life safety system submittals.
4. Functional Testing:
 - a) Witness and Document fire pump acceptance testing
 - b) Witness differential pressure and door opening force testing for stairway pressurization systems to be performed by others.
 - c) Preform voice evacuation intelligibility testing (STI method)
5. Includes two (2) site visits. If additional alternates are accepted more visits can be added.

F. Security System Commissioning

1. Provide commissioning services related to the electronic security system and infrastructure. The electronic security systems shall include Access Control and Video Surveillance.
2. HBS shall review the electronic security systems design. HBS shall consider the requirements and goals when reviewing the design.
3. HBS shall conduct a pre-functional observation site visit. HBS shall conduct a visual site assessment to determine whether security and access control devices shown in the design documents are in specified locations.
4. Following notification by the installing Contractor (GC/Owners Rep) that the electronic security systems are substantially complete, HBS shall visit the jobsite and conduct an initial functional test of 100% of system devices and components. As a product of the functional test, HBS shall prepare a report identifying non-conforming items, which may be given to the Contractor by the Prime Contractor for remediation. After the Contractor has addressed the items within the report, HBS shall conduct a follow-up visit and check previously noted deficient items. HBS shall create a final report noting those items that have been corrected, and those which are still non-conforming.
5. Includes two (2) site visits. If additional alternates are accepted more visits can be added.

G. 10-Month Warranty Visit

1. Review building operation within 10 months after substantial completion with facility staff. Perform sampling of functional performance tests and trend data review on HVAC systems. Develop plan for resolving outstanding commissioning-related issues and assist facility staff in this regard.
2. Includes one (1) site visit. If additional alternates are accepted more visits can be added.

4. **ASSUMPTIONS**

A. The following assumptions form the basis of our scope proposal:

1. As the Commissioning Authority, Henderson Building Solutions, LLC assumes no liability for the design or installation of the systems being commissioned per the scope of work including the design concepts, design criteria, compliance with codes, design calculations, constructability and detailed drawings and specifications except for those specifically developed by Henderson Building Solutions, LLC.
2. It is the responsibility of the Prime Contractor to coordinate installation schedules to facilitate CxA review of pre-functional and functional testing within the allotted trips. If required, additional site visits can be performed as outlined in the additional services section of this proposal.
3. Henderson Building Solutions, LLC's role is to prepare the functional test procedures for the installing contractors and/or manufacturer's representatives to perform. Henderson Building Solutions, LLC will direct and witness selected tests during the site visits listed above.
4. Henderson Building Solutions, LLC will witness and verify training of the Owner's personnel, but the actual training will be the responsibility of the installing contractors and/or equipment manufacturers authorized representatives except as otherwise noted above.
5. Henderson Building Solutions, LLC includes one (1) backcheck of commissioning issues in our base scope if additional backchecks are required they will be billed at the hourly rates provided.
6. Regular meetings will be attended virtually unless they overlap with mid-construction observations or functional testing visits.

5. ADDITIONAL SERVICES

- A. The following Design Phase, Construction Phase, Construction Administration, and Field Services shall be considered additional services:
1. As a clarification of our scope, the following systems are not included in the proposed commissioning scope of this proposal:
 - a) Energy meters
 - b) Building envelope
 2. Seasonal Testing
 3. Collection and compilation of O&M manuals
 4. Indoor Air Quality (IAQ) Testing
 5. Performance and/or oversight of testing and balancing
 6. Development and execution of Pre-Functional Checklists.
 7. Scope of services necessary to achieve LEED certification.
 8. Evaluation of substitutions proposed by the Owner's consultants or the project Contractors and making subsequent revisions to the instruments of service resulting from the evaluations.
 9. Providing professional services made necessary by the default of the Contractor or by major defects in the work of the contractor in the performance of the Construction Contract.

6. EXCLUDED SERVICES

- A. Other services available from Henderson Building Solutions, LLC and applicable to the project have been made known and explained to the Client. Where Henderson Building Solutions, LLC has deemed a service needed or advisable, Henderson Building Solutions, LLC has made this opinion known to the Client and the Client has confirmed his or her opinion that such services are not requested of Henderson Building Solutions, LLC and/or the Client has made, or shall make, arrangements to obtain those services from a source other than Henderson Building Solutions, LLC. These excluded services include:
1. Full-time, onsite construction observation.
 2. Preparing to serve or serving as an expert witness in connection with any public hearing, or legal proceeding where Henderson Building Solutions, LLC is not a named party to such a hearing or proceeding.
 3. Opinions of probable cost.

Henderson Building Solutions, LLC FEE

Lump Sum Fee: Henderson Building Solutions will provide professional services for This Portion of the Project in accordance with the Scope of Services listed herein as outlined above. Invoices will be sent out on a monthly basis in proportion to the services provided. All payments must be received by Henderson Building Solutions no later than thirty (30) calendar days after invoice date.

Services and Fee Detail

SERVICES	Fee:	Initial to Accept:
Base IECC Commissioning Services	\$ 149,820	
Alt: Construction Documents Design Review	\$ 10,600	
Alt: Controls Submittal Review	\$ 3,960	
Alt: Mid-Construction Site Observation Visits	\$ 31,170	
Alt: Emergency Power Systems Commissioning	\$ 36,715	
Alt: Fire Protection & Life Safety Systems Commissioning	\$ 19,800	
Alt: Security System Commissioning	\$ 23,760	
Alt: 10-Month Warranty	\$ 18,635	

Reimbursable expenses are included in the Lump Sum fee provided above.

Fees for services not included in this proposal will be as mutually agreed between the Owner and Henderson Building Solutions, LLC.

Henderson Building Solutions, LLC appreciates the opportunity to submit this proposal. Please contact Henderson Building Solutions, LLC with any questions or comments.

Submitted By:

Accepted By:

Jason Jenkins
Sr. Director Commissioning
Henderson Building Solutions, LLC

Sam Matheny
Program Manager
Volkert, Inc.

Additional Services

- A. Additional services shall be provided only upon authorization by the Client and shall be paid for by the Client as hereinafter provided. Fees will be billed on a time and expense basis for any Additional Services authorized in writing by the Client, and will be billed separately at the following standard hourly rates:

Henderson Building Solutions, LLC Rates - \$ per hour

Engineering Rates

Director and Executive	235-250
Practice / Technical Manager	210
Project Manager	195-205
Senior Engineer / Designer	205
Lead Engineer / Designer	180
Engineer / Designer III	165
Engineer / Designer II	150
Engineer / Designer I	135
Site Observation Specialist	135
BIM Technician	110
Project Administrative	105-110

Construction Management + Commissioning

Director and Executive	235-250
Construction Management	140-230
Regional Construction Manager	200
Pre-Construction Management	140-200
Project Development	165
Estimator	170-195
Commissioning Sector / Regional Manager	210
Commissioning Project Manager	175
Commissioning Agent	165
Commissioning Technician	120-140
Project Administrative	100

EXHIBIT B: CERTIFICATES OF INSURANCE



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

2/5/2026

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 Greyling Insurance Brokerage 3780 Mansell Road, Suite370 Alpharetta, GA 30022	CONTACT NAME: PHONE (A/C, No, Ext): E-MAIL ADDRESS: FAX (A/C, No):														
INSURED Henderson Building Solutions, LLC 8345 Lenexa Dr Suite 300 Lenexa KS 66214	<table><tr><th>INSURER(S) AFFORDING COVERAGE</th><th>NAIC #</th></tr><tr><td>INSURER A : National Union Fire Ins Co Pittsburgh PA</td><td>19445</td></tr><tr><td>INSURER B : Continental Insurance Company</td><td>35289</td></tr><tr><td>INSURER C : New Hampshire Insurance Company</td><td>23841</td></tr><tr><td>INSURER D : National Fire and Marine Insurance Co</td><td>20079</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 : National Union Fire Ins Co Pittsburgh PA	19445	INSURER B : Continental Insurance Company	35289	INSURER C : New Hampshire Insurance Company	23841	INSURER D : National Fire and Marine Insurance Co	20079	INSURER E :		INSURER F :	
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INSURER D : National Fire and Marine Insurance Co	20079														
INSURER E :															
INSURER F :															

COVERAGES**CERTIFICATE NUMBER:** 89160277**REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☒ PRO-JECT ☒ LOC OTHER:			GL5856910	8/1/2025	8/1/2026	EACH OCCURRENCE \$2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$500,000 MED EXP (Any one person) \$25,000 PERSONAL & ADV INJURY \$2,000,000 GENERAL AGGREGATE \$4,000,000 PRODUCTS - COMP/OP AGG \$4,000,000 \$
A	☒ AUTOMOBILE LIABILITY ☒ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☒ HIRED AUTOS ONLY ☒ NON-OWNED AUTOS ONLY			CA571881	8/1/2025	8/1/2026	COMBINED SINGLE LIMIT (Ea accident) \$2,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
B	☒ UMBRELLA LIAB ☒ OCCUR ☒ EXCESS LIAB ☐ CLAIMS-MADE DED ☒ RETENTION \$10,000			6081363227	8/1/2025	8/1/2026	EACH OCCURRENCE \$2,000,000 AGGREGATE \$2,000,000 \$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N ☒ N	N/A	WC014195822	8/1/2025	8/1/2026	☒ 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
D	Professional Liab Incl. Pollution Liability			42-EPP-330221-03	8/1/2025	8/1/2026	Per Claim Aggregate \$1,000,000

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

Additional Insureds:

Exp: 02/05/2036. Project: CC-0 34A-22 City of Mobile and their officers, directors, and employees are named as additional insureds with regards to General, Auto, Workers, and Umbrella Excess liability. Above policies are primary and non-contributory.

--See Attached Remarks Schedule--

CERTIFICATE HOLDERCity 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

Matias Ormaza

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ACORD 25 (2016/03)

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ADDITIONAL REMARKS SCHEDULE

AGENCY Greyling Insurance Brokerage		NAMED INSURED Henderson Building Solutions, LLC 8345 Lenexa Dr Suite 300 Lenexa KS 66214	
POLICY NUMBER See corresponding Certificate Number: 89160277		EFFECTIVE DATE:	
CARRIER	NAIC CODE		

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: 25 **FORM TITLE:** ACORD 25 (03/16)

HOLDER: City of Mobile

ADDRESS: P.O. Box 1827 Mobile AL 36633

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.

Subject to the terms, conditions, limitations and exclusions of the policies evidenced herein: The above are included as Additional Insureds when required by written contract with the Named Insured under the general liability including ongoing operations and products/completed operations and auto liability, but only with respect to services provided by the Named Insured, regarding the referenced project.

Waiver of Subrogation is applicable where required by written contract & allowed by law.

ENDORSEMENT

This endorsement, effective 12:01 A.M. 2/5/2026 forms a part of

policy No. issued to Henderson Building Solutions, LLC
CA571881

by
National Union Fire Ins Co Pittsburgh PA

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

INSURANCE PRIMARY AS TO CERTAIN ADDITIONAL INSURED

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

Section IV - Business Auto Conditions, B., General Conditions, 5., Other Insurance, c., is amended by the addition of the following sentence:

The insurance afforded under this policy to an additional insured will apply as primary insurance for such additional insured where so required under an agreement executed prior to the date of accident. We will not ask any insurer that has issued other insurance to such additional insured to contribute to the settlement of loss arising out of such accident.

All other terms and conditions remain unchanged.



Authorized Representative or Countersignature (in States Where Applicable)

74445 (10/99)

ENDORSEMENT

This endorsement, effective 12:01 A.M. 2/5/2026

forms a part of

Policy No. CA571881

issued to Henderson Building Solutions, LLC

by

National Union Fire Ins Co Pittsburgh PA

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED - WHERE REQUIRED UNDER CONTRACT OR AGREEMENT

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

SCHEDULE

ADDITIONAL INSURED:

"ANY PERSON OR ORGANIZATION TO WHOM YOU ARE CONTRACTUALLY BOUND TO PROVIDE ADDITIONAL INSURED STATUS. BUT ONLY TO THE EXTENT AS SUCH PERSON'S OR ORGANIZATIONS LIABILITY ARISING OUT OF USE OF A COVERED AUTO."

I. SECTION II - COVERED AUTOS LIABILITY COVERAGE, A. Coverage, 1. - Who Is Insured, is

amended to add:

- d. Any person or organization, shown in the schedule above, to whom you become obligated to include as an additional insured under this policy, as a result of any contract or agreement you enter into which requires you to furnish insurance to that person or organization of the type provided by this policy, but only with respect to liability arising out of use of a covered "auto". However, the insurance provided will not exceed the lesser of:

- (1) The coverage and/or limits of this policy, or
- (2) The coverage and/or limits required by said contract or agreement.



AUTHORIZED REPRESENTATIVE

Includes copyrighted information of Insurance Services Office, Inc.,
with its permission.

87950 (9/14)

Page 1 of 1

ENDORSEMENT

This endorsement, effective 12:01 A.M. 08/01/2025 forms a part of

policy No. CA571881 issued to Henderson Building Solutions, LLC

by National Union Fire Ins Co Pittsburgh PA

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

Section IV - Business Auto Conditions, A. - Loss Conditions, 5. - Transfer of Rights of Recovery Against Others to Us, is amended to add:

However, we will waive any right of recovery we have against any person or organization with whom you have entered into a contract or agreement because of payments we make under this Coverage Form arising out of an "accident" or "loss" if:

- (1) The "accident" or "loss" is due to operations undertaken in accordance with the contract existing between you and such person or organization; and
- (2) The contract or agreement was entered into prior to any "accident" or "loss".

No waiver of the right of recovery will directly or indirectly apply to your employees or employees of the person or organization, and we reserve our rights or lien to be reimbursed from any recovery funds obtained by any injured employee.



AUTHORIZED REPRESENTATIVE

62897 (6/95)

POLICY NUMBER: GL5856910

COMMERCIAL GENERAL LIABILITY
CG 20 10 12 19**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.****ADDITIONAL INSURED - OWNERS, LESSEES OR
CONTRACTORS - SCHEDULED PERSON OR
ORGANIZATION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)	Location(s) Of Covered Operations
ANY PERSON OR ORGANIZATION WHOM YOU BECOME OBLIGATED TO INCLUDE AS AN ADDITIONAL INSURED AS A RESULT OF ANY CONTRACT OR AGREEMENT YOU HAVE ENTERED INTO.	PER THE CONTRACT OR AGREEMENT.
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

A. Section II 6 Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to "bodily injury" or "property damage" occurring after:

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

- C. With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or

2. Available under the applicable limits of insurance;
whichever is less.

This endorsement shall not increase the applicable limits of insurance.

POLICY NUMBER: GL5856910

COMMERCIAL GENERAL LIABILITY
CG 20 01 12 19

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

PRIMARY AND NONCONTRIBUTORY - OTHER INSURANCE CONDITION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
LIQUOR LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

The following is added to the **Other Insurance** Condition and supersedes any provision to the contrary:

Primary And Noncontributory Insurance

This insurance is primary to and will not seek contribution from any other insurance available to an additional insured under your policy provided that:

(1) The additional insured is a Named Insured under such other insurance; and

(2) You have agreed in writing in a contract or agreement that this insurance would be primary and would not seek contribution from any other insurance available to the additional insured.

POLICY NUMBER: GL5856910

COMMERCIAL GENERAL LIABILITY
CG 24 04 12 19

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

SCHEDULE

Name Of Person(s) Or Organization(s):

PURSUANT TO APPLICABLE WRITTEN CONTRACT OR AGREEMENT YOU ENTER INTO.

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

The following is added to Paragraph 8. **Transfer Of Rights Of Recovery Against Others To Us** of Section IV – Conditions:

We waive any right of recovery 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.

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

This endorsement changes the policy to which it is attached effective on inception date of the policy unless a different date is indicated below.

This endorsement, effective 12:01 AM 08/01/2025 forms a part of Policy No. WC014195822

Issued to Henderson Building Solutions, LLC

By New Hampshire Insurance Company

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.

This agreement shall not operate directly or indirectly to benefit any one not named in the Schedule.

Schedule

ANY PERSON OR ORGANIZATION WHOM OR WHICH YOU HAVE
WAIVED SUCH RIGHT OR RECOVERY IN A WRITTEN
CONTRACT WITH THAT PERSON OR ORGANIZATION PROVIDED
SUCH WRITTEN CONTRACT:

1. IT CURRENTLY IN EFFECT OR WILL BECOME EFFECTIVE
DURING THE TERM OF THE POLICY; AND
2. WAS EXECUTED AND BECAME EFFECTIVE PRIOR TO THE
OCCURRENCE OF THE INJURY COVERED BY THIS POLICY.

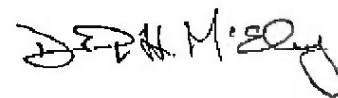
This form is not applicable in Kansas for private construction contracts as defined in K.S.A. 16-1801 through K.S.A. 16-1807 or public construction contracts as defined in K.S.A. 16-1901 through 16-1908, except where permitted by statute or other applicable law, such as for use in wrap-up insurance programs.

Any person or organization for which the employer has agreed by written contract, executed prior to loss, may execute a waiver of subrogation. However, for purposes of work performed by the employer in Missouri, this waiver of subrogation does not apply to any construction group of classifications as designated by the waiver of right to recover from others (subrogation) rule in our manual.

This form is not applicable in California, Kentucky, New Hampshire, New Jersey, Texas, or Utah.

WC 00 03 13
(Ed. 04/84)

Countersigned by _____



Authorized Representative

EXHIBIT C: E-VERIFY DOCUMENTS

Company ID Number: 1231449

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 Henderson Building Solutions, LLC (Employer). The purpose of this agreement is to set forth terms and conditions which the Employer will follow while participating in E-Verify.

E-Verify is a program that electronically confirms an employee's eligibility to work in the United States after completion of Form I-9, Employment Eligibility Verification (Form I-9). This Memorandum of Understanding (MOU) explains certain features of the E-Verify program and describes specific responsibilities of the Employer, the Social Security Administration (SSA), and DHS.

Authority for the E-Verify program is found in Title IV, Subtitle A, of the Illegal Immigration Reform and Immigrant Responsibility Act of 1996 (IIRIRA), Pub. L. 104-208, 110 Stat. 3009, as amended (8 U.S.C. § 1324a note). The Federal Acquisition Regulation (FAR) Subpart 22.18, "Employment Eligibility Verification" and Executive Order 12989, as amended, provide authority for Federal contractors and subcontractors (Federal contractor) to use E-Verify to verify the employment eligibility of certain employees working on Federal contracts.

ARTICLE II RESPONSIBILITIES

A. RESPONSIBILITIES OF THE EMPLOYER

1. The Employer agrees to display the following notices supplied by DHS in a prominent place that is clearly visible to prospective employees and all employees who are to be verified through the system:
 - a. Notice of E-Verify Participation
 - b. Notice of Right to Work
2. The Employer agrees to provide to the SSA and DHS the names, titles, addresses, and telephone numbers of the Employer representatives to be contacted about E-Verify. The Employer also agrees to keep such information current by providing updated information to SSA and DHS whenever the representatives' contact information changes.
3. The Employer agrees to grant E-Verify access only to current employees who need E-Verify access. Employers must promptly terminate an employee's E-Verify access if the employer is separated from the company or no longer needs access to E-Verify.

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4. The Employer agrees to become familiar with and comply with the most recent version of the E-Verify User Manual.

5. The Employer agrees that any Employer Representative who will create E-Verify cases will complete the E-Verify Tutorial before that individual creates any cases.

a. The Employer agrees that all Employer representatives will take the refresher tutorials when prompted by E-Verify in order to continue using E-Verify. Failure to complete a refresher tutorial will prevent the Employer Representative from continued use of E-Verify.

6. The Employer agrees to comply with current Form I-9 procedures, with two exceptions:

a. If an employee presents a "List B" identity document, the Employer agrees to only accept "List B" documents that contain a photo. (List B documents identified in 8 C.F.R. § 274a.2(b)(1)(B)) can be presented during the Form I-9 process to establish identity.) If an employee objects to the photo requirement for religious reasons, the Employer should contact E-Verify at 888-464-4218.

b. If an employee presents a DHS Form I-551 (Permanent Resident Card), Form I-766 (Employment Authorization Document), or U.S. Passport or Passport Card to complete Form I-9, the Employer agrees to make a photocopy of the document and to retain the photocopy with the employee's Form I-9. The Employer will use the photocopy to verify the photo and to assist DHS with its review of photo mismatches that employees contest. DHS may in the future designate other documents that activate the photo screening tool.

Note: Subject only to the exceptions noted previously in this paragraph, employees still retain the right to present any List A, or List B and List C, document(s) to complete the Form I-9.

7. The Employer agrees to record the case verification number on the employee's Form I-9 or to print the screen containing the case verification number and attach it to the employee's Form I-9.

8. The Employer agrees that, although it participates in E-Verify, the Employer has a responsibility to complete, retain, and make available for inspection Forms I-9 that relate to its employees, or from other requirements of applicable regulations or laws, including the obligation to comply with the antidiscrimination requirements of section 274B of the INA with respect to Form I-9 procedures.

a. The following modified requirements are the only exceptions to an Employer's obligation to not employ unauthorized workers and comply with the anti-discrimination provision of the INA: (1) List B identity documents must have photos, as described in paragraph 6 above; (2) When an Employer confirms the identity and employment eligibility of newly hired employee using E-Verify procedures, the Employer establishes a rebuttable presumption that it has not violated section 274A(a)(1)(A) of the Immigration and Nationality Act (INA) with respect to the hiring of that employee; (3) If the Employer receives a final nonconfirmation for an employee, but continues to employ that person, the Employer must notify DHS and the Employer is subject to a civil money penalty between \$550 and \$1,100 for each failure to notify DHS of continued employment following a final nonconfirmation; (4) If the Employer continues to employ an employee after receiving a final nonconfirmation, then the Employer is subject to a rebuttable presumption that it has knowingly

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employed an unauthorized alien in violation of section 274A(a)(1)(A); and (5) no E-Verify participant is civilly or criminally liable under any law for any action taken in good faith based on information provided through the E-Verify.

b. DHS reserves the right to conduct Form I-9 compliance inspections, as well as any other enforcement or compliance activity authorized by law, including site visits, to ensure proper use of E-Verify.

9. The Employer is strictly prohibited from creating an E-Verify case before the employee has been hired, meaning that a firm offer of employment was extended and accepted and Form I-9 was completed. The Employer agrees to create an E-Verify case for new employees within three Employer business days after each employee has been hired (after both Sections 1 and 2 of Form I-9 have been completed), and to complete as many steps of the E-Verify process as are necessary according to the E-Verify User Manual. If E-Verify is temporarily unavailable, the three-day time period will be extended until it is again operational in order to accommodate the Employer's attempting, in good faith, to make inquiries during the period of unavailability.

10. The Employer agrees not to use E-Verify for pre-employment screening of job applicants, in support of any unlawful employment practice, or for any other use that this MOU or the E-Verify User Manual does not authorize.

11. The Employer must use E-Verify for all new employees. The Employer will not verify selectively and will not verify employees hired before the effective date of this MOU. Employers who are Federal contractors may qualify for exceptions to this requirement as described in Article II.B of this MOU.

12. The Employer agrees to follow appropriate procedures (see Article III below) regarding tentative nonconfirmations. The Employer must promptly notify employees in private of the finding and provide them with the notice and letter containing information specific to the employee's E-Verify case. The Employer agrees to provide both the English and the translated notice and letter for employees with limited English proficiency to employees. The Employer agrees to provide written referral instructions to employees and instruct affected employees to bring the English copy of the letter to the SSA. The Employer must allow employees to contest the finding, and not take adverse action against employees if they choose to contest the finding, while their case is still pending. Further, when employees contest a tentative nonconfirmation based upon a photo mismatch, the Employer must take additional steps (see Article III.B. below) to contact DHS with information necessary to resolve the challenge.

13. The Employer agrees not to take any adverse action against an employee based upon the employee's perceived employment eligibility status while SSA or DHS is processing the verification request unless the Employer obtains knowledge (as defined in 8 C.F.R. § 274a.1(l)) that the employee is not work authorized. The Employer understands that an initial inability of the SSA or DHS automated verification system to verify work authorization, a tentative nonconfirmation, a case in continuance (indicating the need for additional time for the government to resolve a case), or the finding of a photo mismatch, does not establish, and should not be interpreted as, evidence that the employee is not work authorized. In any of such cases, the employee must be provided a full and fair opportunity to contest the finding, and if he or she does so, the employee may not be terminated or suffer any adverse employment consequences based upon the employee's perceived employment eligibility status

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(including denying, reducing, or extending work hours, delaying or preventing training, requiring an employee to work in poorer conditions, withholding pay, refusing to assign the employee to a Federal contract or other assignment, or otherwise assuming that he or she is unauthorized to work) until and unless secondary verification by SSA or DHS has been completed and a final nonconfirmation has been issued. If the employee does not choose to contest a tentative nonconfirmation or a photo mismatch or if a secondary verification is completed and a final nonconfirmation is issued, then the Employer can find the employee is not work authorized and terminate the employee's employment. Employers or employees with questions about a final nonconfirmation may call E-Verify at 1-888-464-4218 (customer service) or 1-888-897-7781 (worker hotline).

14. The Employer agrees to comply with Title VII of the Civil Rights Act of 1964 and section 274B of the INA as applicable by not discriminating unlawfully against any individual in hiring, firing, employment eligibility verification, or recruitment or referral practices because of his or her national origin or citizenship status, or by committing discriminatory documentary practices. The Employer understands that such illegal practices can include selective verification or use of E-Verify except as provided in part D below, or discharging or refusing to hire employees because they appear or sound "foreign" or have received tentative nonconfirmations. The Employer further understands that any violation of the immigration-related unfair employment practices provisions in section 274B of the INA could subject the Employer to civil penalties, back pay awards, and other sanctions, and violations of Title VII could subject the Employer to back pay awards, compensatory and punitive damages. Violations of either section 274B of the INA or Title VII may also lead to the termination of its participation in E-Verify. If the Employer has any questions relating to the anti-discrimination provision, it should contact OSC at 1-800-255-8155 or 1-800-237-2515 (TDD).

15. The Employer agrees that it will use the information it receives from E-Verify only to confirm the employment eligibility of employees as authorized by this MOU. The Employer agrees that it will safeguard this information, and means of access to it (such as PINS and passwords), to ensure that it is not used for any other purpose and as necessary to protect its confidentiality, including ensuring that it is not disseminated to any person other than employees of the Employer who are authorized to perform the Employer's responsibilities under this MOU, except for such dissemination as may be authorized in advance by SSA or DHS for legitimate purposes.

16. The Employer agrees to notify DHS immediately in the event of a breach of personal information. Breaches are defined as loss of control or unauthorized access to E-Verify personal data. All suspected or confirmed breaches should be reported by calling 1-888-464-4218 or via email at E-Verify@dhs.gov. Please use "Privacy Incident – Password" in the subject line of your email when sending a breach report to E-Verify.

17. The Employer acknowledges that the information it receives from SSA is governed by the Privacy Act (5 U.S.C. § 552a(i)(1) and (3)) and the Social Security Act (42 U.S.C. 1306(a)). Any person who obtains this information under false pretenses or uses it for any purpose other than as provided for in this MOU may be subject to criminal penalties.

18. The Employer agrees to cooperate with DHS and SSA in their compliance monitoring and evaluation of E-Verify, which includes permitting DHS, SSA, their contractors and other agents, upon

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reasonable notice, to review Forms I-9 and other employment records and to interview it and its employees regarding the Employer's use of E-Verify, and to respond in a prompt and accurate manner to DHS requests for information relating to their participation in E-Verify.

19. The Employer shall not make any false or unauthorized claims or references about its participation in E-Verify on its website, in advertising materials, or other media. The Employer shall not describe its services as federally-approved, federally-certified, or federally-recognized, or use language with a similar intent on its website or other materials provided to the public. Entering into this MOU does not mean that E-Verify endorses or authorizes your E-Verify services and any claim to that effect is false.

20. The Employer shall not state in its website or other public documents that any language used therein has been provided or approved by DHS, USCIS or the Verification Division, without first obtaining the prior written consent of DHS.

21. The Employer agrees that E-Verify trademarks and logos may be used only under license by DHS/USCIS (see [M-795 \(Web\)](#)) and, other than pursuant to the specific terms of such license, may not be used in any manner that might imply that the Employer's services, products, websites, or publications are sponsored by, endorsed by, licensed by, or affiliated with DHS, USCIS, or E-Verify.

22. The Employer understands that if it uses E-Verify procedures for any purpose other than as authorized by this MOU, the Employer may be subject to appropriate legal action and termination of its participation in E-Verify according to this MOU.

B. RESPONSIBILITIES OF FEDERAL CONTRACTORS

1. If the Employer is a Federal contractor with the FAR E-Verify clause subject to the employment verification terms in Subpart 22.18 of the FAR, it will become familiar with and comply with the most current version of the E-Verify User Manual for Federal Contractors as well as the E-Verify Supplemental Guide for Federal Contractors.

2. In addition to the responsibilities of every employer outlined in this MOU, the Employer understands that if it is a Federal contractor subject to the employment verification terms in Subpart 22.18 of the FAR it must verify the employment eligibility of any "employee assigned to the contract" (as defined in FAR 22.1801). Once an employee has been verified through E-Verify by the Employer, the Employer may not create a second case for the employee through E-Verify.

a. An Employer that is not enrolled in E-Verify as a Federal contractor at the time of a contract award must enroll as a Federal contractor in the E-Verify program within 30 calendar days of contract award and, within 90 days of enrollment, begin to verify employment eligibility of new hires using E-Verify. The Employer must verify those employees who are working in the United States, whether or not they are assigned to the contract. Once the Employer begins verifying new hires, such verification of new hires must be initiated within three business days after the hire date. Once enrolled in E-Verify as a Federal contractor, the Employer must begin verification of employees assigned to the contract within 90 calendar days after the date of enrollment or within 30 days of an employee's assignment to the contract, whichever date is later.

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b. Employers enrolled in E-Verify as a Federal contractor for 90 days or more at the time of a contract award must use E-Verify to begin verification of employment eligibility for new hires of the Employer who are working in the United States, whether or not assigned to the contract, within three business days after the date of hire. If the Employer is enrolled in E-Verify as a Federal contractor for 90 calendar days or less at the time of contract award, the Employer must, within 90 days of enrollment, begin to use E-Verify to initiate verification of new hires of the contractor who are working in the United States, whether or not assigned to the contract. Such verification of new hires must be initiated within three business days after the date of hire. An Employer enrolled as a Federal contractor in E-Verify must begin verification of each employee assigned to the contract within 90 calendar days after date of contract award or within 30 days after assignment to the contract, whichever is later.

c. Federal contractors that are institutions of higher education (as defined at 20 U.S.C. 1001(a)), state or local governments, governments of Federally recognized Indian tribes, or sureties performing under a takeover agreement entered into with a Federal agency under a performance bond may choose to only verify new and existing employees assigned to the Federal contract. Such Federal contractors may, however, elect to verify all new hires, and/or all existing employees hired after November 6, 1986. Employers in this category must begin verification of employees assigned to the contract within 90 calendar days after the date of enrollment or within 30 days of an employee's assignment to the contract, whichever date is later.

d. Upon enrollment, Employers who are Federal contractors may elect to verify employment eligibility of all existing employees working in the United States who were hired after November 6, 1986, instead of verifying only those employees assigned to a covered Federal contract. After enrollment, Employers must elect to verify existing staff following DHS procedures and begin E-Verify verification of all existing employees within 180 days after the election.

e. The Employer may use a previously completed Form I-9 as the basis for creating an E-Verify case for an employee assigned to a contract as long as:

- i. That Form I-9 is complete (including the SSN) and complies with Article II.A.6,
- ii. The employee's work authorization has not expired, and
- iii. The Employer has reviewed the Form I-9 information either in person or in communications with the employee to ensure that the employee's Section 1, Form I-9 attestation has not changed (including, but not limited to, a lawful permanent resident alien having become a naturalized U.S. citizen).

f. The Employer shall complete a new Form I-9 consistent with Article II.A.6 or update the previous Form I-9 to provide the necessary information if:

- i. The Employer cannot determine that Form I-9 complies with Article II.A.6,
- ii. The employee's basis for work authorization as attested in Section 1 has expired or changed, or
- iii. The Form I-9 contains no SSN or is otherwise incomplete.

Note: If Section 1 of Form I-9 is otherwise valid and up-to-date and the form otherwise complies with

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Article II.C.5, but reflects documentation (such as a U.S. passport or Form I-551) that expired after completing Form I-9, the Employer shall not require the production of additional documentation, or use the photo screening tool described in Article II.A.5, subject to any additional or superseding instructions that may be provided on this subject in the E-Verify User Manual.

g. The Employer agrees not to require a second verification using E-Verify of any assigned employee who has previously been verified as a newly hired employee under this MOU or to authorize verification of any existing employee by any Employer that is not a Federal contractor based on this Article.

3. The Employer understands that if it is a Federal contractor, its compliance with this MOU is a performance requirement under the terms of the Federal contract or subcontract, and the Employer consents to the release of information relating to compliance with its verification responsibilities under this MOU to contracting officers or other officials authorized to review the Employer's compliance with Federal contracting requirements.

C. RESPONSIBILITIES OF SSA

1. SSA agrees to allow DHS to compare data provided by the Employer against SSA's database. SSA sends DHS confirmation that the data sent either matches or does not match the information in SSA's database.

2. SSA agrees to safeguard the information the Employer provides through E-Verify procedures. SSA also agrees to limit access to such information, as is appropriate by law, to individuals responsible for the verification of Social Security numbers or responsible for evaluation of E-Verify or such other persons or entities who may be authorized by SSA as governed by the Privacy Act (5 U.S.C. § 552a), the Social Security Act (42 U.S.C. 1306(a)), and SSA regulations (20 CFR Part 401).

3. SSA agrees to provide case results from its database within three Federal Government work days of the initial inquiry. E-Verify provides the information to the Employer.

4. SSA agrees to update SSA records as necessary if the employee who contests the SSA tentative nonconfirmation visits an SSA field office and provides the required evidence. If the employee visits an SSA field office within the eight Federal Government work days from the date of referral to SSA, SSA agrees to update SSA records, if appropriate, within the eight-day period unless SSA determines that more than eight days may be necessary. In such cases, SSA will provide additional instructions to the employee. If the employee does not visit SSA in the time allowed, E-Verify may provide a final nonconfirmation to the employer.

Note: If an Employer experiences technical problems, or has a policy question, the employer should contact E-Verify at 1-888-464-4218.

D. RESPONSIBILITIES OF DHS

1. DHS agrees to provide the Employer with selected data from DHS databases to enable the Employer to conduct, to the extent authorized by this MOU:

a. Automated verification checks on alien employees by electronic means, and

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- b. Photo verification checks (when available) on employees.
2. DHS agrees to assist the Employer with operational problems associated with the Employer's participation in E-Verify. DHS agrees to provide the Employer names, titles, addresses, and telephone numbers of DHS representatives to be contacted during the E-Verify process.
3. DHS agrees to provide to the Employer with access to E-Verify training materials as well as an E-Verify User Manual that contain instructions on E-Verify policies, procedures, and requirements for both SSA and DHS, including restrictions on the use of E-Verify.
4. DHS agrees to train Employers on all important changes made to E-Verify through the use of mandatory refresher tutorials and updates to the E-Verify User Manual. Even without changes to E-Verify, DHS reserves the right to require employers to take mandatory refresher tutorials.
5. DHS agrees to provide to the Employer a notice, which indicates the Employer's participation in E-Verify. DHS also agrees to provide to the Employer anti-discrimination notices issued by the Office of Special Counsel for Immigration-Related Unfair Employment Practices (OSC), Civil Rights Division, U.S. Department of Justice.
6. DHS agrees to issue each of the Employer's E-Verify users a unique user identification number and password that permits them to log in to E-Verify.
7. DHS agrees to safeguard the information the Employer provides, and to limit access to such information to individuals responsible for the verification process, for evaluation of E-Verify, or to such other persons or entities as may be authorized by applicable law. Information will be used only to verify the accuracy of Social Security numbers and employment eligibility, to enforce the INA and Federal criminal laws, and to administer Federal contracting requirements.
8. DHS agrees to provide a means of automated verification that provides (in conjunction with SSA verification procedures) confirmation or tentative nonconfirmation of employees' employment eligibility within three Federal Government work days of the initial inquiry.
9. DHS agrees to provide a means of secondary verification (including updating DHS records) for employees who contest DHS tentative nonconfirmations and photo mismatch tentative nonconfirmations. This provides final confirmation or nonconfirmation of the employees' employment eligibility within 10 Federal Government work days of the date of referral to DHS, unless DHS determines that more than 10 days may be necessary. In such cases, DHS will provide additional verification instructions.

ARTICLE III

REFERRAL OF INDIVIDUALS TO SSA AND DHS

A. REFERRAL TO SSA

1. If the Employer receives a tentative nonconfirmation issued by SSA, the Employer must print the notice as directed by E-Verify. The Employer must promptly notify employees in private of the finding and provide them with the notice and letter containing information specific to the employee's E-Verify

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case. The Employer also agrees to provide both the English and the translated notice and letter for employees with limited English proficiency to employees. The Employer agrees to provide written referral instructions to employees and instruct affected employees to bring the English copy of the letter to the SSA. The Employer must allow employees to contest the finding, and not take adverse action against employees if they choose to contest the finding, while their case is still pending.

2. The Employer agrees to obtain the employee's response about whether he or she will contest the tentative nonconfirmation as soon as possible after the Employer receives the tentative nonconfirmation. Only the employee may determine whether he or she will contest the tentative nonconfirmation.
3. After a tentative nonconfirmation, the Employer will refer employees to SSA field offices only as directed by E-Verify. The Employer must record the case verification number, review the employee information submitted to E-Verify to identify any errors, and find out whether the employee contests the tentative nonconfirmation. The Employer will transmit the Social Security number, or any other corrected employee information that SSA requests, to SSA for verification again if this review indicates a need to do so.
4. The Employer will instruct the employee to visit an SSA office within eight Federal Government work days. SSA will electronically transmit the result of the referral to the Employer within 10 Federal Government work days of the referral unless it determines that more than 10 days is necessary.
5. While waiting for case results, the Employer agrees to check the E-Verify system regularly for case updates.
6. The Employer agrees not to ask the employee to obtain a printout from the Social Security Administration number database (the Numident) or other written verification of the SSN from the SSA.

B. REFERRAL TO DHS

1. If the Employer receives a tentative nonconfirmation issued by DHS, the Employer must promptly notify employees in private of the finding and provide them with the notice and letter containing information specific to the employee's E-Verify case. The Employer also agrees to provide both the English and the translated notice and letter for employees with limited English proficiency to employees. The Employer must allow employees to contest the finding, and not take adverse action against employees if they choose to contest the finding, while their case is still pending.
2. The Employer agrees to obtain the employee's response about whether he or she will contest the tentative nonconfirmation as soon as possible after the Employer receives the tentative nonconfirmation. Only the employee may determine whether he or she will contest the tentative nonconfirmation.
3. The Employer agrees to refer individuals to DHS only when the employee chooses to contest a tentative nonconfirmation.
4. If the employee contests a tentative nonconfirmation issued by DHS, the Employer will instruct the

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employee to contact DHS through its toll-free hotline (as found on the referral letter) within eight Federal Government work days.

5. If the Employer finds a photo mismatch, the Employer must provide the photo mismatch tentative nonconfirmation notice and follow the instructions outlined in paragraph 1 of this section for tentative nonconfirmations, generally.

6. The Employer agrees that if an employee contests a tentative nonconfirmation based upon a photo mismatch, the Employer will send a copy of the employee's Form I-551, Form I-766, U.S. Passport, or passport card to DHS for review by:

- a. Scanning and uploading the document, or
- b. Sending a photocopy of the document by express mail (furnished and paid for by the employer).

7. The Employer understands that if it cannot determine whether there is a photo match/mismatch, the Employer must forward the employee's documentation to DHS as described in the preceding paragraph. The Employer agrees to resolve the case as specified by the DHS representative who will determine the photo match or mismatch.

8. DHS will electronically transmit the result of the referral to the Employer within 10 Federal Government work days of the referral unless it determines that more than 10 days is necessary.

9. While waiting for case results, the Employer agrees to check the E-Verify system regularly for case updates.

ARTICLE IV SERVICE PROVISIONS

A. NO SERVICE FEES

1. SSA and DHS will not charge the Employer for verification services performed under this MOU. The Employer is responsible for providing equipment needed to make inquiries. To access E-Verify, an Employer will need a personal computer with Internet access.

ARTICLE V MODIFICATION AND TERMINATION

A. MODIFICATION

1. This MOU is effective upon the signature of all parties and shall continue in effect for as long as the SSA and DHS operates the E-Verify program unless modified in writing by the mutual consent of all parties.

2. Any and all E-Verify system enhancements by DHS or SSA, including but not limited to E-Verify checking against additional data sources and instituting new verification policies or procedures, will be covered under this MOU and will not cause the need for a supplemental MOU that outlines these changes.

Company ID Number: 1231449

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: 1231449

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: 1231449

Approved by:

Employer Henderson Building Solutions, LLC	
Name (Please Type or Print) Jennifer Rubis	Title
Signature Electronically Signed	Date 09/19/2017
Department of Homeland Security – Verification Division	
Name (Please Type or Print) USCIS Verification Division	Title
Signature Electronically Signed	Date 09/19/2017

Company ID Number: 1231449

Information Required for the E-Verify Program

Information relating to your Company:

Company Name	Henderson Building Solutions, LLC
Company Facility Address	8345 Lenexa Drive Lenexa, KS 66214
Company Alternate Address	8345 Lenexa Drive, Suite 100 Lenexa, KS 66214
County or Parish	JOHNSON
Employer Identification Number	463518609
North American Industry Classification Systems Code	541
Parent Company	
Number of Employees	20 to 99
Number of Sites Verified for	13

Company ID Number: 1231449

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

KANSAS	2 site(s)
ARKANSAS	1 site(s)
TEXAS	2 site(s)
MISSOURI	1 site(s)
NEVADA	1 site(s)
CALIFORNIA	1 site(s)
NEW YORK	1 site(s)
NEW JERSEY	1 site(s)
ARIZONA	1 site(s)
FLORIDA	2 site(s)

Company ID Number: 1231449

Information relating to the Program Administrator(s) for your Company on policy questions or operational problems:

Name Heidi L Marshall
Phone Number (913) 742 - 5000 ext. 5440
Fax Number (913) 742 - 5001
Email Address heidi.marshall@hendersonengineers.com

Name Pamela B Phillips
Phone Number (913) 742 - 5000 ext. 5671
Fax Number (913) 742 - 5001
Email Address pam.phillips@hendersonengineers.com

Name Stacey A Crabtree
Phone Number (913) 742 - 5000 ext. 5706
Fax Number (913) 742 - 5001
Email Address stacey.crabtree@hendersonengineers.com

Name Jennifer D Rubis
Phone Number (913) 742 - 5000 ext. 5577
Fax Number (913) 742 - 5001
Email Address jennifer.rubis@hendersonengineers.com

Company ID Number: 1231449

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Volkert, Inc.
11 N. Water Street
RSA Tower
Suite 18290
Mobile, AL 36602
www.volkert.com



February 23, 2026

Subject: Mobile Arena Commissioning Services, Project Number CC-034A-22, 2125-2125-42200
Professional Services Agreement recommendation.

On behalf of the City of Mobile, Volkert as the Program Manager, is hereby recommending approval of the attached Mobile Arena Commissioning Services Professional Services Agreement to Henderson Building Solutions, LLC. The Professional Services Agreement is for a stipulated sum in the amount of \$294,460.00.

Henderson Building Solutions sister company, Henderson Engineers, performed the Arena mechanical, plumbing, and electrical design which has placed Henderson Building Solutions in a position to be able to provide commissioning of these systems at a competitive price, well below industry rates for these services, due to the interrelationship of the designer and commissioning agent. It is in the best interests of the City to contract with Henderson Building Solutions for the required Arena commissioning services.

Henderson Building Solutions proposed fee of \$294,460.00 is below the Program estimated budget amount of \$572,000.00.

The proposed fee has been reviewed and is reasonable.

Sincerely,

A handwritten signature in black ink that reads 'Sam Matheny' in a cursive script.

Sam Matheny
Program Manager
Volkert, Inc.

Cc: Carleen Stout-Clark, City of Mobile



CAPITAL CONTRACT SUMMARY SHEET



AGENDA ITEM SUMMARY SHEET

Agenda of: March 3, 2026

Submitted by:

Donna Bryars, Comptroller

Sponsored by:

Spiro Cheriogotis, INACTIVE

Purpose and Scope of Project:

Authorize Contract with Mobile Sports Hall of Fame, Inc. for the implementation of technology integration and facility build-out services to establish an interactive visitor experience;
\$500,000.00 (sponsored by Mayor Cheriogotis) (submitted by Donna Bryars, Finance Dept.)

Amount of Contract:

\$500,000.00

Funding Source

General Fund 10049070.42080

ATTACHMENTS:

1. Resolution - MOBILE SPORTS HALL OF FAME
2. FY26 MOBILE SPORTS HALL OF FAME-PARTIALLY EXECUTED

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 Sports Hall of Fame, Inc. in the amount of \$500,000.00 for the buildout of the existing Mobile Sports Hall of Fame with integrated technology for an interactive experience 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 **MOBILE SPORTS HALL OF FAME, 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 Contractor's purpose is dedicated to celebrating Mobile's deep sports heritage and leveraging that legacy to inspire future generations; 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 **FIVE HUNDRED THOUSAND DOLLARS AND NO/100 (\$500,000.00)**, payable for the period from the execution of this Agreement to **September 30, 2026**. Said funds will be disbursed in a single payment of **FIVE HUNDRED THOUSAND DOLLARS AND NO/100 (\$500,000.00)**, 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; payment is dependent upon receipt of these.**

Contractor agrees that it shall be totally responsible for, and shall have exclusive control over the management and disbursement of all such monies received from the City, and that all monies received under this Agreement shall be used to benefit City of Mobile and its community for the following purposes:

The Mobile Sports Hall of Fame (MSHOF) is a community-wide organization in Mobile, Alabama, focused on the following three core pillars: (1) Honoring the Past, (2) Developing the Present, and (3) Inspiring the Future. Funding from the City of Mobile will be used to build out the existing Mobile Sports Hall of Fame with integrated technology, graphics, displays, story boards, video and touch displays for an interactive experience. Together with curated memorabilia cases, and plaque system for inductees, these designs and technological experiences will bring to life the people, the events and the places that together weave the Mobile Sports Hall of Fame story.

The Contractor shall provide to City's Accounting Department an activity report and financial report upon the completion of its services performed under this Agreement. Additionally, Contractor agrees to permit at all reasonable times and places an audit of its books and records by City's duly authorized representatives.

Notwithstanding any of the provisions of this Agreement, it is agreed that the City has no financial interest in the business of the Contractor, and shall not be liable for any debts or obligations incurred by Contractor, nor shall City be deemed or construed to be a partner, joint venturer or otherwise interested in the assets of the Contractor, or sums earned or derived by the Contractor, nor shall Contractor at any time or times use the name or credit of the City in purchasing or attempting to purchase any car, equipment, supplies or other thing or things whatsoever.

Contractor, in the performance of its operations and obligations hereunder, shall not be deemed to be the agent of the City but shall be deemed to be an independent contractor in every respect and shall take all steps at its own expense, as the City may from time-to-time request, to indicate that it is an independent contractor. City does not and will not assume any responsibility for the means by which or manner in which services by the Contractor 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:

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

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 Sports Hall of Fame, Inc.
P.O. Box 81816
Mobile, AL 36689
ATTN: Joe Gottfried**

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.

MOBILE SPORTS HALL OF FAME, INC.

BY [Signature]

PRINT NAME: Stephen E. Clements

ITS: Chairman

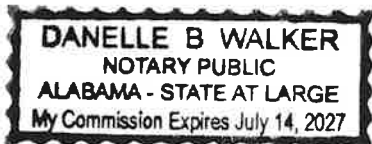
STATE OF ALABAMA)

COUNTY OF MOBILE)

I, the undersigned Notary Public, in and for said County in said State, hereby certify that Stephen E. Clements whose name as Chairman of **Mobile Sports Hall of Fame, 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, (s)he, as such officer and with full authority executed the same voluntarily for and as the act of said corporation on the day the same bears date.

Given under my hand this the 20th day of Feb, 2026

(SEAL)



Danelle B. Walker
Notary Public
State of Alabama At-Large
My Commission Expires: 7/14/27

CITY OF MOBILE, A Municipal Corporation

BY _____
Spiro N. Cheriogotis, Mayor

ATTEST:

BY _____
Its City Clerk



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
02/06/2026

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  Allison Horner, Agent 6353 Cottage Hill Road Mobile, AL 366090		CONTACT NAME: Jack PHONE (A/C, No, Ext): 251-666-1616 E-MAIL ADDRESS: jack@allisonhorner.com FAX (A/C, No):	
INSURED Mobile Sports Hall of Fame, Inc. PO Box 81816 Mobile, AL 36689		INSURER(S) AFFORDING COVERAGE INSURER A : State Farm Fire and Casualty Company INSURER B : INSURER C : INSURER D : INSURER E : INSURER F : NAIC # 25143	

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.

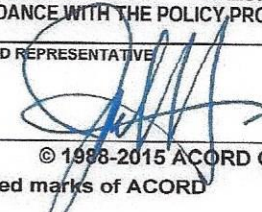
INSR LTR	TYPE OF INSURANCE	ADD INSD	SUB WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PRO-JECT ☐ LOC OTHER:	Y	Y	93-R0-K011-4	02/06/2026	02/06/2027	EACH OCCURRENCE \$ 500,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 500,000 GENERAL AGGREGATE \$ 1,000,000 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 ☐ EXCESS LIAB 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)

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 PO 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 
---	--



CAPITAL CONTRACT SUMMARY SHEET

C#5709



AGENDA ITEM SUMMARY SHEET

Agenda of: March 3, 2026

Submitted by:

John Forrester, City Engineer

Sponsored by:

Samantha Ingram, Councilmember, District 2

Spiro Cheriogotis, INACTIVE

Purpose and Scope of Project:

Approve contract with Thompson Engineering for engineering services.

Amount of Contract:

\$250,000.00

Funding Source

C1046

ATTACHMENTS:

1. 2026-3005-06 Mobile River Fender System Replacement (Thompson Engineering, Inc.)

REVIEWERS:

Jessica White

John Forrester

Brenda Rhodes

Cherlina Monteiro

James Barber

CAPITAL CONTRACT SUMMARY SHEET

(2 COPIES REQUIRED)

CONTRACT #

PROJECT NAME: Mobile River Fender System Replacement (D2)

COM Project: 2026-3005-06

PROJECT #: C1046 DATE OF RECEIPT: _____

PROJECT DESCRIPTION: Engineering Services

CONTRACT AMOUNT: \$250,000.00

VENDOR NAME: Thompson Engineering, Inc.

VENDOR NUMBER: 203598

DEPT #: 3005 DEPT NAME: Engineer

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: 2/26/2026

RESOLUTION

Sponsored by: Mayor Spiro Cheriogotis and Council Person Samantha Ingram

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MOBILE, ALABAMA, that the Mayor and the City Clerk be, and they hereby are authorized to execute and attest, respectively, for and on behalf of the City of Mobile, the Agreement for engineering design and construction inspection services between the City of Mobile and Thompson Engineering, Inc. attached hereto or one with wording substantially similar, and made apart hereof, as though set forth in full, and to take such further action necessary to effectuate the Agreement. A copy of said Agreement is on file in the office of the City Clerk.

Name of Company: Thompson Engineering, Inc.

Project Name: Mobile River Fender System Replacement (D2)
COM Project: 2026-3005-06

Cost: \$250,000.00

ADOPTED:

City Clerk



**MOBILE RIVER
FENDER SYSTEM REPLACEMENT**

PROJECT NO. 2026-3005-06

ENGINEER:

THOMPSON ENGINEERING, INC.



**STATE OF ALABAMA
CITY OF MOBILE**

CONTRACT

This AGREEMENT made and entered into as of the date of execution by and between the CITY OF MOBILE, ALABAMA (hereinafter called the CITY), acting by and through its MAYOR and CITY COUNCIL, and THOMPSON ENGINEERING, INC. (hereinafter called the "ENGINEER").

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

WHEREAS, THOMPSON ENGINEERING, INC. is uniquely qualified in the business of professional engineering design.

WHEREAS, the City of Mobile desires to engage THOMPSON ENGINEERING, INC. based upon its professional skill, competence, and personality especially suited to provide said services upon the following terms and conditions.

NOW, THEREFORE, in consideration of the foregoing and of the mutual promises, covenants, and agreements herein contained, the parties hereto, intending to be legally bound, hereby agree as follows:

I. DEFINITIONS

The following terms and their definitions shall apply:

ALDOT - State of Alabama Department of Transportation

CITY - City of Mobile, Alabama

CITY COUNCIL - Mobile City Council, the governing body of the City of Mobile, Alabama, the party of the first part of the Agreement.

CITY ENGINEER - That person designated by the CITY as CITY ENGINEER or his appointed assistants.

CONTRACT - Whenever the word "CONTRACT" is used it shall be held to mean this executed document and any and all exhibits and attachments including ENGINEER's Proposal 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 **THOMPSON ENGINEERING, INC.**

INSPECTOR - An authorized representative of the ENGINEER, assigned to make inspections of the PROJECT.

NOTICE TO PROCEED - A written notice to proceed issued by the CITY ENGINEER either for the 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 - Mobile River Fender System Replacement, City of Mobile Project No. 2026-3005-06. This is for engineering design and construction inspection of the ship fendering system along the Cruise Terminal and Maritime Museum dock. (See Exhibit A for approximate locations). **The professional engineering design services may include design, preparation of plans/specifications/cost estimates/bid documents; permitting; advertisement and evaluation of bids; and 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 **ENGINEER.**

STANDARD SPECIFICATIONS OMIT.

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

CITY accepts ENGINEER'S Proposal attached hereto as part of the CONTRACT. The ENGINEER shall ensure that all engineers, technical staff, inspectors, observers and agents are duly licensed and qualified as to any duties assigned by, or the responsibility of, the ENGINEER. The parties agree that throughout the life of the contract that the ENGINEER shall submit in writing to the CITY ENGINEER, all qualifications of all engineers, technical staff, inspectors, observers, agents and any substitutions, replacements or additions prior to appointment or use by the ENGINEER. Although the CITY ENGINEER shall have the right to suspend the work wholly, or in part, due to any inadequacies, as opined by the CITY ENGINEER, of any of ENGINEER'S technical staff, inspectors, observers, engineers or agents, all acts by the ENGINEER, or ENGINEER'S technical staff, inspectors, observers, engineers or agents are the sole responsibility and liability of the ENGINEER.

The scope of work is divided into the following Phases:

1. Design Phase
2. Pre-Bid to Pre-Construction Phase
3. Construction Phase

The ENGINEER shall provide professional and technical engineering assistance to the CITY to include, but not necessarily be limited to, the activities, **Project Description, and Statement of Work described in Option 1 in Exhibit C, Mobile River Fender System Replacement, Thompson Engineering Proposal No. 26-4110-0017.**

ENGINEER shall schedule and perform all services to ensure completion of project construction and delivery of As-Built plans prior to arrival of cruise ship Carnival Valor to Mobile on May 15, 2027. Project construction phase shall be restricted to periods when the existing fender system is not in use (03.30.2026 – 10.23.2026 and 03.30.2027 – 05.14.2027 based on the current cruise ship schedule).

A. DESIGN PHASE

1. General

- a. Should the CITY ENGINEER request, the ENGINEER 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. OMIT

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. OMIT
- d. OMIT
- e. Provide cost estimates for construction of the PROJECT.
- f. OMIT
- g. ENGINEER 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.
- h. OMIT
- i. OMIT
- j. OMIT
- k. 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.
- l. OMIT
- m. OMIT
- n. OMIT
- o. OMIT
- 3. Design Surveys
 - a. OMIT
- 4. OMIT
- 5. Plans and Specifications

The ENGINEER shall prepare and submit detailed plans, specifications, Design Construction Cost Estimate, permits, 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 the evaluation, removal, and replacement of the fender systems. 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 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 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 three (3) stages of development. CITY ENGINEER 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 CITY ENGINEER, an explanation of delay. Each submittal shall include the review comments and the ENGINEER's written responses from the previous submittal.

- (1) **50% Design Submittal** (approximately 50% completion) shall be made **Eight (8) weeks** after the Notice to Proceed is received by ENGINEER.

Engineering design plan sheets, erosion control and sedimentation prevention plan, details, 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. If requested, a "Plan-in-Hand" on-site review of the work will be made at this time with the CITY ENGINEER. The ENGINEER will prepare a record of comments and observations and make required changes and/or additions to the plans and specifications.

- (2) **90% Design Submittal** (approximately 90% completion) shall be made **Six (6) weeks** after 50% comments are received by ENGINEER. The 50% review comments will be addressed and incorporated into the 90% plans. Updated plans, 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.

- (3) **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 CITY ENGINEER.

- 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 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.
- 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 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.
- f. 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.

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 ENGINEER and issued by the CITY ENGINEER. During the bid period and up to the notice of award to the successful bidder, the ENGINEER 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 ENGINEER shall number all proposals serially and record the name of the Contractor and the number of the proposal issued to that Contractor. **The ENGINEER 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 ENGINEER 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 ENGINEER'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 ENGINEER shall review the bids to assure proper bid bonds. The ENGINEER shall also prepare a tabulation of all bidders, and submit a copy, 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 ENGINEER 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 ENGINEER within ten (10) working days. The ENGINEER should then check these documents for proper bonding, insurance certificates, proper signatures, and seals. If all documents are in order, the ENGINEER should submit all five (5) contract agreements to the CITY ENGINEER for execution by the CITY COUNCIL.
- h. The ENGINEER 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. ENGINEER shall require the CONTRACTOR to ensure quality assurance during construction. The CONTRACTOR's quality assurance shall be conducted in general conformance to procedures set forth in the STANDARD SPECIFICATIONS and the requirements of the National Pollution Discharge Elimination System (NPDES) Storm

Water Discharge General Permit, if applicable. The ENGINEER shall require the CONTRACTOR to maintain on-site a copy of the STANDARD SPECIFICATIONS and the ENGINEER shall 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 ENGINEER shall enforce all requirements of the plans and specifications for compliance with quality, quantity, materials, and measurements excluding safety.

- a. OMIT
- b. OMIT
- c. The ENGINEER shall ensure that materials comply with specifications.
- d. The ENGINEER shall review construction invoices, verify quantities, and certify accuracy for submittal to and approval and payment by the CITY.
- e. The ENGINEER shall provide construction administration and be in responsible charge of the project.

3. PROJECT Observation/Inspection

- a. The ENGINEER shall appoint a competent INSPECTOR , capable of reading and thoroughly understanding the plans and specifications and thoroughly experienced in the type of work to be performed, who shall work under the direct supervision of a registered PROJECT ENGINEER. The INSPECTOR shall be experienced and qualified to determine the requirements of the plans and specifications. The ENGINEER shall ensure that all engineers, technical staff, inspectors, observers and agents are duly licensed and qualified as to any duties assigned by, or the responsibility of, the ENGINEER. The parties agree that throughout the life of the contract that the ENGINEER shall submit in writing to the CITY ENGINEER, all qualifications of all engineers, technical staff, inspectors, observers, agents and any substitutions, replacements or additions prior to appointment or use by the ENGINEER. Although the CITY ENGINEER shall have the right to suspend the work wholly, or in part, due to any inadequacies, as opined by the CITY ENGINEER, of any of ENGINEER'S technical staff, inspectors, observers, engineers or agents, all acts by the ENGINEER, or ENGINEER'S technical staff, inspectors, observers, engineers or agents are the sole responsibility and liability of the ENGINEER.

The CITY reserves the right to require replacement of any INSPECTOR considered to be unqualified for the work. The duty of the INSPECTOR is to determine CONTRACTOR compliance with the plans and specifications. Nothing contained herein shall be construed to mean that the INSPECTOR or the ENGINEER's agent controls or assumes a right to the manner in which the CONTRACTOR performs the work.

- b. The CITY ENGINEER reserves the right to appoint CITY representatives to observe all plans and works of the ENGINEER. The appointed CITY representatives shall have access to all plans, drawings, specifications and reports of the ENGINEER relating to the PROJECT.
- c. OMIT
- 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. The PROJECT ENGINEER shall conduct weekly on-site construction meetings with the CITY, CONTRACTOR, and other required entities.
- e. The ENGINEER shall have a copy of, and be thoroughly familiar with applicable STANDARD SPECIFICATIONS, Standard and Special Drawings, Testing Manual, and Construction Manual, current non-metric edition, materials sources, and devices with special acceptance requirements.
- f. The INSPECTOR shall keep a daily diary, listing equipment on site and in use, weather conditions, CONTRACTOR's personnel on site, and the work accomplished each day.
- g. Monthly estimates shall be broken down and include an explanation submitted for pay items exceeding plan quantities by more than five percent (5%). The report of overruns shall be submitted with the monthly estimate in which the overrun was incurred. The Professional Engineer in responsible charge for the PROJECT must sign these estimates. A summary of the above noted overruns exceeding five percent (5%) shall be submitted with the Final Closeout Documentation. **Monthly estimates shall also include a DBE Utilization Report, over run report, Progress Report for the month, and an updated schedule for the Contractor.**
- 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. OMIT
- j. The ENGINEER shall require the CONTRACTOR to check all of the CONTRACTOR's equipment before it is used on the PROJECT to assure that it meets the requirements of the STANDARD SPECIFICATIONS, for the sole purpose of quality assurance. The PROJECT shall be stopped at any time if the equipment is not in accordance with STANDARD SPECIFICATIONS.
- k. When all pay items have been completed; the ENGINEER shall hold a semi-final review and give the CONTRACTOR a written "Punch List" of items to be completed prior to the ENGINEER's recommendation for acceptance of the PROJECT. When the CONTRACTOR has completed the work on the Punch List to the satisfaction of the ENGINEER, a written recommendation for acceptance of the PROJECT will be submitted to the CITY ENGINEER.
- l. Upon written certification by the ENGINEER that the PROJECT has been completed in accordance with the contract documents, the CITY ENGINEER will

conduct a final review. Following the CITY ENGINEER's concurrence with the recommendation for acceptance, the ENGINEER shall 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 ENGINEER will be required to maintain strict review of progress of the PROJECT's construction. A monthly time report shall be submitted to the CITY ENGINEER and to the CONTRACTOR. The monthly report will be dated the Monday following the reported period, delivered via fax or regular mail, and postmarked to the CONTRACTOR on the same date.

Any discrepancies between the CONTRACTOR and the ENGINEER regarding the monthly work day charge must be resolved immediately. Discrepancies not resolved within ten (10) working days of the original report date shall be documented by the ENGINEER and delivered to the CITY ENGINEER. At this time, the CITY ENGINEER will intervene and resolve the dispute. The CITY ENGINEER's resolution shall be accepted by and binding on both the ENGINEER and the CONTRACTOR. If the CONTRACTOR has not informed the ENGINEER in writing of any disagreement with the monthly work day charge within ten (10) work days of the original report date, such monthly work day charge shall be deemed accepted by the CONTRACTOR. No subsequent complaint will be allowed. When the work has been stopped by reasons beyond the CONTRACTOR's control, such as weather, unacquired right-of-way, utility obstructions, etc., it will be the duty of the ENGINEER to notify the CONTRACTOR when work can resume. It will then be the duty of the CONTRACTOR to notify the ENGINEER of the time and location work on the PROJECT will resume.

- b. The ENGINEER will provide daily updates including progress photos to a text message group provided by the CITY.
- c. The ENGINEER will review the CONTRACTOR's schedule and ensure it is updated weekly and provided to the CITY.

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 shown in red, shall be prepared and submitted by the PROJECT ENGINEER.
- b. All final quantities and all necessary supporting information shall be prepared and submitted with the "As Built" plans to the CITY ENGINEER. This information, including copies of the daily diary and calculations by which the final quantities were determined, shall be submitted in accordance with the STANDARD SPECIFICATIONS. ENGINEER shall submit to the CITY all documentation required for PROJECT closeout as outlined in Exhibit E.

IV. MUTUAL AGREEMENT

It is mutually agreed by the parties hereto as follows:

A. The ENGINEER agrees to start work on the professional services outlined herein within ten (10) days after issuance of and in accordance with a NOTICE TO PROCEED. The CITY and the ENGINEER shall mutually agree upon the schedule and completion time for Professional Services under this Agreement.

B. This CONTRACT may be terminated by the City for any reason, with or without cause, by providing thirty (30) days written notice to the ENGINEER. In the event of termination, all finished and unfinished documents, data, studies, surveys, drawings, maps, models, photographs, perspectives, and reports prepared by the ENGINEER shall become the property of the CITY. In the event of termination, the ENGINEER shall be compensated for services performed prior to termination. Such compensation shall be negotiated at the time of termination and as based on Section V.A, "Contracted Services". The CITY may notify the ENGINEER, in writing, to suspend, delay, or interrupt all or any part of the work for the CITY's convenience, due to events beyond the control of the CITY, or for any other reasons. After the CITY suspends the PROJECT for more than ninety (90) consecutive days, the ENGINEER may terminate this CONTRACT by giving thirty (30) days written notice.

C. The CITY and the ENGINEER each binds itself, its successors and assigns, to the other party of this contract, in respect to all covenants of this CONTRACT. Engineer shall not transfer or assign this contract or the license or any of the rights or privileges granted herein without the prior written consent of the CITY; which such consent shall be granted or denied solely at CITY'S discretion.

D. All covenants, agreements, and stipulations of this CONTRACT shall remain in full force until completion of construction of the PROJECT encompassed herein or for a period of two (2) years from the date of this CONTRACT, whichever occurs first. The CONTRACT time may be extended by mutual agreement between the CITY and the ENGINEER, provided that nothing contained in this CONTRACT will be deemed to limit or to reduce the ENGINEER's duties and responsibilities for providing professional engineering services, nor to limit or reduce ENGINEER's liability for any breach thereof.

E. The ENGINEER shall reimburse the CITY for attorney's fees incurred due to any breach by ENGINEER of its obligations under the terms of this CONTRACT.

V. BASIS OF PAYMENT

Any language to the contrary in this Agreement notwithstanding, all payments to the ENGINEER for professional engineering services as identified in Section V shall be made *only* in return for work actually performed in completion of the PROJECT and properly documented to the CITY. All payments to the ENGINEER for such work performed shall be compensated at the rates stated in the Engineer's Hourly Rates, which is incorporated into this Agreement as Exhibit C. In all instances where compensation amounts are based upon or associated with a percentage of

completion calculation, that percentage of completion calculation shall be determined by the CITY ENGINEER.

A. CONTRACTED SERVICES

Subject to the provisions below and upon receipt by CITY of the deliverables listed in Section III, CITY agrees to pay the ENGINEER, as compensation for such professional engineering services, as shown in the Engineer's Hourly Rates in Exhibit C and as authorized by the CITY as follows:

1. It is mutually agreed that compensation to the ENGINEER will be as follows:
 - a. After receipt of a NOTICE TO PROCEED from the CITY, the ENGINEER shall perform Design Phase services through 50%, in accordance with the schedule and appropriate portion of Section III.A of this Agreement. Payment for work performed in Section III.A through 50% Design completion shall not exceed \$35,000.00 (Thirty-Five Thousand Dollars and Zero Cents).
 - b. Based on the results of the 50% submittal review, ENGINEER 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 50% through 90% of this CONTRACT shall not exceed \$25,000.00 (Twenty-Five Thousand Dollars and Zero Cents).
 - c. Based on the results of the 90% submittal review, ENGINEER 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 \$6,000.00 (Six Thousand Dollars and Zero Cents). Payment for work performed in Section III.B of this CONTRACT shall not exceed \$6,300.00 (Six Thousand Three Hundred Dollars and Zero Cents).
 - d. Upon letting of the contract for construction of this PROJECT, compensation to the ENGINEER shall continue to be based on work performed and documented but shall be limited to the percentage completion of the construction, which such percentage of completion shall be determined by the CITY ENGINEER. The ENGINEER's invoice shall be submitted with the CONTRACTOR'S monthly estimate. Full payment cannot be paid to the ENGINEER until all close out documents have been received and retainage is released to the CONTRACTOR. See Exhibit E for requirements for closing the PROJECT. The Fee Disbursement Schedule attached hereto as Exhibit D, sets out the maximum amount to be disbursed for work performed under Section III.C, 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).
 - e. Failure to perform any service identified in a NOTICE TO PROCEED shall result in an equitable deduction from ENGINEER's compensation, without limitation or waiver of any other remedy available to City for such failure.

B. ADDITIONAL SERVICES

1. Following award of the Agreement, the CITY shall pay the ENGINEER the expense of additional services, if requested by the CITY, in writing with a NOTICE TO PROCEED. Additional services, if initiated, shall be based on the hourly rates in EXHIBIT C and shall not exceed \$27,700.00 (Twenty-Seven Thousand Seven Hundred Dollars and No Cents).
2. In the event of termination of this Agreement due to failure by the ENGINEER to perform any and/or all of the ENGINEER's obligations in the prompt and efficient manner satisfactory to the CITY, the CITY will have the right to employ one or more other engineers of its choice to complete the PROJECT. The ENGINEER will reimburse the CITY all costs, fees and expenses which may result from such termination and employment of other engineers.

C. LIMITATIONS OF ENGINEERING COMPENSATION

Notwithstanding any other provision of this Agreement or any NOTICE TO PROCEED to the contrary, total and inclusive compensation and fees (including all phases) to be paid the ENGINEER associated with the above-mentioned PROJECT shall not exceed **250,000.00 (Two Hundred Fifty Thousand Three Dollars and Zero Cents)**, unless otherwise approved by the CITY.

VI. INDEMNITY AND INSURANCE REQUIREMENTS

- A. INDEMINIFICATION: The ENGINEER shall indemnify and hold harmless City and its officers, elected officials, agents, representatives, and employees for any and all claims, injuries, losses, diminution in value, damages, liabilities, whether or not currently due, and related expenses to the extent caused by any negligence, recklessness, intentional tort, intellectual property infringement, or failure to pay a subconsultant or supplier that is committed by ENGINEER or the ENGINEER'S agent, ENGINEER under contract, or other entity for which ENGINEER is legally liable. ENGINEER shall defend the City, its officials, agents, representatives, and employees against any and all claims arising out of the rendering of or failure to render professional services by ENGINEER or its agents covered by ENGINEER'S policy of professional liability insurance in accord with named minimum requirements. The parties acknowledge and agree that this contract requires ENGINEER to procure and maintain professional liability insurance that satisfies the named requirements. ENGINEER shall reimburse the City for its reasonable attorney fees, damages, losses, injuries, or other litigation costs in proportion to ENGINEER'S liability, or in proportion to the extent ENGINEER participates in resolution of a claim also made against the City. The parties acknowledge and agree that nothing in the foregoing shall be construed to require ENGINEER to indemnify, hold harmless or defend the CITY except as permissible under §41-9A-3, Code of Alabama (1975) or subsequent codifications thereof.

STANDARD OF PERFORMANCE:

ENGINEER shall perform all professional services under this contract with the professional skill and care ordinarily provided by a competent design professional practicing under the same or similar circumstances and professional licenses as expeditiously as is prudent considering the ordinary professional skill and care of a competent design professional.

B. INSURANCE- For the duration of this Agreement,ENGINEER shall maintain the following minimum amounts for each Project:

1. Professional Liability Insurance:

Professional Liability Insurance including design with the limits not less than \$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 ENGINEER.

- 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

4. Automobile Liability Insurance: Automobile Liability Insurance to cover any automobile, including all owned, non-owned, and hired vehicles, with a \$1,000,000 combined single limit of liability each accident for bodily injury and/or property damage.

5. Excess/Umbrella Liability Insurance

- a. Providing following form coverage for Employer's Liability, comprehensive General Liability, and Automobile Liability.

- b. Limit of Liability: \$2,000,000 combined single limit of liability each occurrence for bodily injury and/or property damage.

6. Subconsultant Monitoring & Compliance

- a. ENGINEER shall:

- i. Ensure all subconsultants comply fully with insurance obligations equal to or exceeding those required of ENGINEER.
 - 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.
7. 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 professional liability and workers compensation, shall be endorsed to name City of Mobile as an Additional Insured.
- 3. Primary Insurance - All policies of insurance, except professional liability and workers compensation, 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, ENGINEER 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. ENGINEER 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 Funds. Said funds are on hand at the time of the execution of this CONTRACT.

IX. PROHIBITION OF BOYCOTTING

By signing this CONTRACT, the ENGINEER represents and agrees that it is not currently engaged in, nor will it engage in, any boycott of a person or entity based in or doing business with a jurisdiction with which the State of Alabama can enjoy open trade.

X. ANTI-DISCRIMINATION CLAUSE

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

XI. GOVERNING LAW AND VENUE

This Agreement shall be governed by the laws of the State of Alabama, and the appropriate venue for any actions arising out of this Agreement shall be a court of proper jurisdiction in Mobile, Alabama.

XII. 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.

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

ENGINEER:
Thompson Engineering, Inc.
c/o General Counsel
2970 Cottage Hill Rd
Ste 190
Mobile, AL 36606

C. Any change in the ENGINEER'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; and (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 ENGINEER for all damages caused by the default and recover the cost thereof; (2) the right to cure any such default by ENGINEER 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 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.

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. ENGINEER shall cooperate fully by providing necessary documentation and access. If the peer review identifies opportunities for cost savings or performance improvements without compromising safety or quality, ENGINEER shall implement such recommendations as directed by the CITY, subject to equitable adjustments if necessary.

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 ENGINEER's performance under this Contract.

E. The rights and remedies of the City provided for under this CONTRACT are in addition to any other rights and remedies provided by law.

F. If the ENGINEER is comprised of more than one legal entity, each entity shall be jointly and severally liable hereunder.

G. The exercise by either party of any rights or remedies provided herein shall not constitute a waiver of any other rights or remedies available under this CONTRACT or any applicable law.

H. If any term, condition, or covenant of this CONTRACT is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions of this CONTRACT shall be valid and binding on each party.

I. The parties covenant and agree that each is duly authorized to enter into and perform this CONTRACT and those executing this CONTRACT have all requisite power and authority to bind the parties.

J. Neither the City's review, approval or acceptance of, nor payment for, the services required under this CONTRACT shall be construed to operate as a waiver of any rights under this CONTRACT or of any cause of action arising out of the performance of this CONTRACT.

K. Paragraph headings are for the convenience of the parties and for reference purposes only and shall be given no legal effect.

L. In the event of conflicts or inconsistencies between the provisions of this CONTRACT and those in any attachment or 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 ENGINEER and City. Each such party has availed itself of such legal advice and counsel as it, respectively, has deemed appropriate. The parties hereto agree that neither one of them shall be deemed to be the drafter or author of this CONTRACT, and in the event this CONTRACT is subject to interpretation or construction by a court of law or panel of arbitration, such court or panel shall not construe this CONTRACT or any portion hereof against either party as the drafter of this CONTRACT.

N. Entire 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 ENGINEER agrees to reimburse the City for all reasonable attorney's fees and associated costs incurred.

S. Non-Waiver of Rights. Failure by the City to enforce any provision of this contract shall not be deemed a waiver of its rights to enforce any other provision or the same provision in the future.

T. Sovereign Immunity. Nothing in this CONTRACT shall be construed as a waiver of any governmental, sovereign, or other immunity by the City, its officials, or employees. All defenses and limitations of liability provided by law remain fully applicable.

U. NON-ASSIGNMENT. The City and ENGINEER each bind itself, its successors and assigns, to the other party of this contract, in respect to all covenants of this CONTRACT. The ENGINEER shall not transfer or assign this contract or the license or any of the rights or privileges granted herein without the prior written consent of the City, which such consent shall be granted or denied solely at the City's sole discretion.

V. This CONTRACT is the final expression of the CONTRACT between the parties and the complete and exclusive statement of the terms agreed upon and shall supersede all prior negotiations, understandings, or 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.

[SIGNATURES FOLLOW THIS PAGE.]

CITY OF MOBILE, A Municipal
Corporation

By: _____
Spiro N. Cheriogotis
Its: Mayor

ATTEST:

By: _____
Its City Clerk
Print: _____

THOMPSON ENGINEERING, INC

By: Robert A. Harvey
Print: ROBERT A. HARVEY
Its: SOUTH INFRASTRUCTURE DIV. LEAD
Address: 2970 Cottage Hill Rd, Ste 190

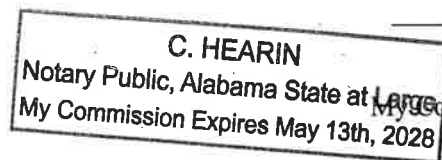
Mobile, AL 36606

Telephone: (251) 666-2443

STATE OF ALABAMA
CITY OF MOBILE

I, Courtney Hearin, a Notary Public in and for said State and County, hereby
certify that Robert Harvey, whose name as South Infrastructure Div. Lead
Thompson Engineering, 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 24 day of February 2026



NOTARY PUBLIC

My Commission Expires: 5/13/26

EXHIBIT A: PROJECT LOCATION



PROJECT LOCATION

EXHIBIT B: PROJECT ESTIMATE

PROJECT –MOBILE RIVER FENDER SYSTEM REPLACEMENT,
City of Mobile Project No. **2026-3005-06** (See Exhibit A for location.)

ESTIMATED PROFESSIONAL ENGINEERING SERVICES COST - Total fees to be paid the
ENGINEER shall **not exceed \$250,000.00 (Two Hundred Fifty Thousand Three Dollars and Zero
Cents**, unless authorized by the CITY.

CITY DISTRICT: District 2

EXHIBIT C: PROPOSAL AND FEE SCHEDULE

ENGINEER'S SUMMARY OF HOURLY RATES



thompson

ENGINEERING

February 13, 2026

City of Mobile
205 Government Street
Government Plaza, 3rd Floor
Mobile, AL 36644

Attn: Guy E. O'Connor, PE, Project Manager
Guy.oconnor@cityofmobile.gov

RE: **Mobile River Fender System Replacement, Thompson Proposal No. 26-4110-0017**
Proposal for Professional Services for Design and Project-Specific Program Oversight – REV4

Dear Mr. O'Connor,

Thompson Engineering, Inc. (Thompson) is excited to propose on the Mobile River Fender System Replacement Project (Project). Upon completion of our comprehensive inspection of the fendering system situated along the Mobile River and adjacent City properties, including the Cruise Terminal and Maritime Museum, we have determined that the conditions are appropriate for proceeding with replacement efforts. At your request, we are providing a Statement of Work to assist the City of Mobile (City) with managing the overall Project, from design to project closeout.

Thompson Engineering has performed the design of numerous ship fender systems including the existing fender system at Mobile Landing, Pier C North Fender System for the Alabama State Port Authority, and the Dauphin Island Bridge fender system for ALDOT, to name a few. Robert Harvey, PE and Matthew Wahn, PE were the lead designers for these projects and have combined over 60 years of experience in the design of waterfront facilities along the gulf coast.

PROJECT DESCRIPTION

From our visual inspection of the existing fenders, we have determined that the rubber compression elements have reached the end of their useful life, and the steel and UHMW-PE components are deteriorating. Furthermore, based on the Carnival Valor coming to Mobile in May of 2027, the existing fenders are not adequate for berthing of the larger 110,000-ton vessel. Therefore, we recommend that the existing fender system be replaced with a larger fender system capable of berthing the new Post Panamax Conquest Class vessel.

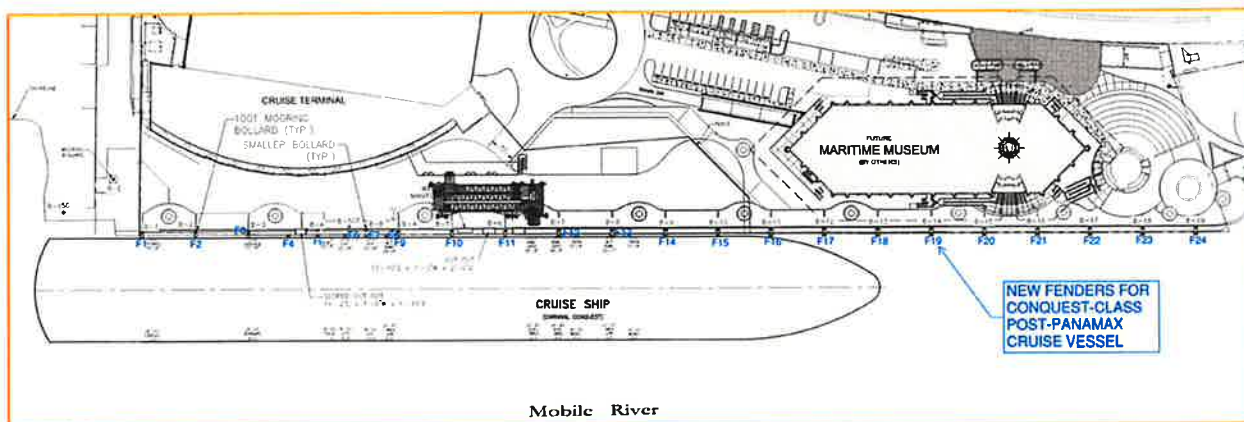
The current fenders are supported by the existing dock structure; accordingly, our proposal is to install new fenders utilizing the same support system. We understand that the Cruise Terminal will soon accommodate a larger and heavier vessel than those presently operating in Mobile. As a result, we will assess the energy absorption capabilities of the proposed fender systems to ensure they can adequately withstand the anticipated loads and pressures associated with the larger cruise ship.

Alabama | Florida | Georgia | Louisiana | Mississippi | North Carolina | Tennessee | Texas

2970 Cottage Hill Rd. Ste. 190 Mobile, AL 36606
thompsonengineering.com | 251.666.2443

Page 1 of 7

Additionally, we noted that the current timber fenders are in poor condition. Thompson will evaluate the timbers along the face of the dock and will provide repair for consideration as an add-alternate to the project construction documents.



STATEMENT OF WORK

This Statement of Work (SOW) defines the scope, objectives, and deliverables for Professional Design Services and Project-Specific Program Oversight services, encompassing contractor procurement, construction administration, and project closeout. The goal is to facilitate successful project delivery within the defined scope, schedule, and budget while upholding quality and compliance standards.

Due to the specific and specialized nature of this Scope of Work, DBE services are not anticipated to be utilized on this project

1 DESIGN PHASE SERVICES

1.1 Pre-Design

Thompson Engineering, Inc. will use data already obtained from visual inspections of the existing fendering systems, including underwater inspections, to define the project limits. We propose to perform additional inspections, specifically of the adjacent concrete areas, to determine the need for repairs. This specific inspection will be to assess the ability of the existing concrete and fender anchorage to support the new fender system. This will be better defined during the inspection, and we will coordinate with the City our findings with recommendations for anchorage of the new fender system.

Thompson will conduct kickoff, progress, and coordination meetings with City staff, facility managers, and stakeholders. We will develop and maintain a project schedule aligned with the May 2027 arrival of the Carnival Valor.

We will inventory fender types, layout, attachment systems, deterioration mechanisms, and adjacent structural/facility interfaces as well as collect as-built drawings, previous ROMs, survey data, and marine structure records, as may be available.

1.2 Final Design

Design effort will begin with the evaluation of the observed damage and will determine remaining service life of existing systems. We will analyze vessel impact loads in accordance with *AASHTO Guide Specification and Commentary for Vessel Collision Design of Highway Bridges* and determine required replacement or repair configurations for each “user” area (i.e., Cruise Terminal, Maritime Museum, others as identified). The fender system will be designed in accordance with the *2024 PIANC Fender Guidelines*. The new fender system will be designed for a post-Panamax Conquest-class cruise ship which includes the Carnival Valor vessel.

Thompson shall provide engineering design for the new fender system package, including:

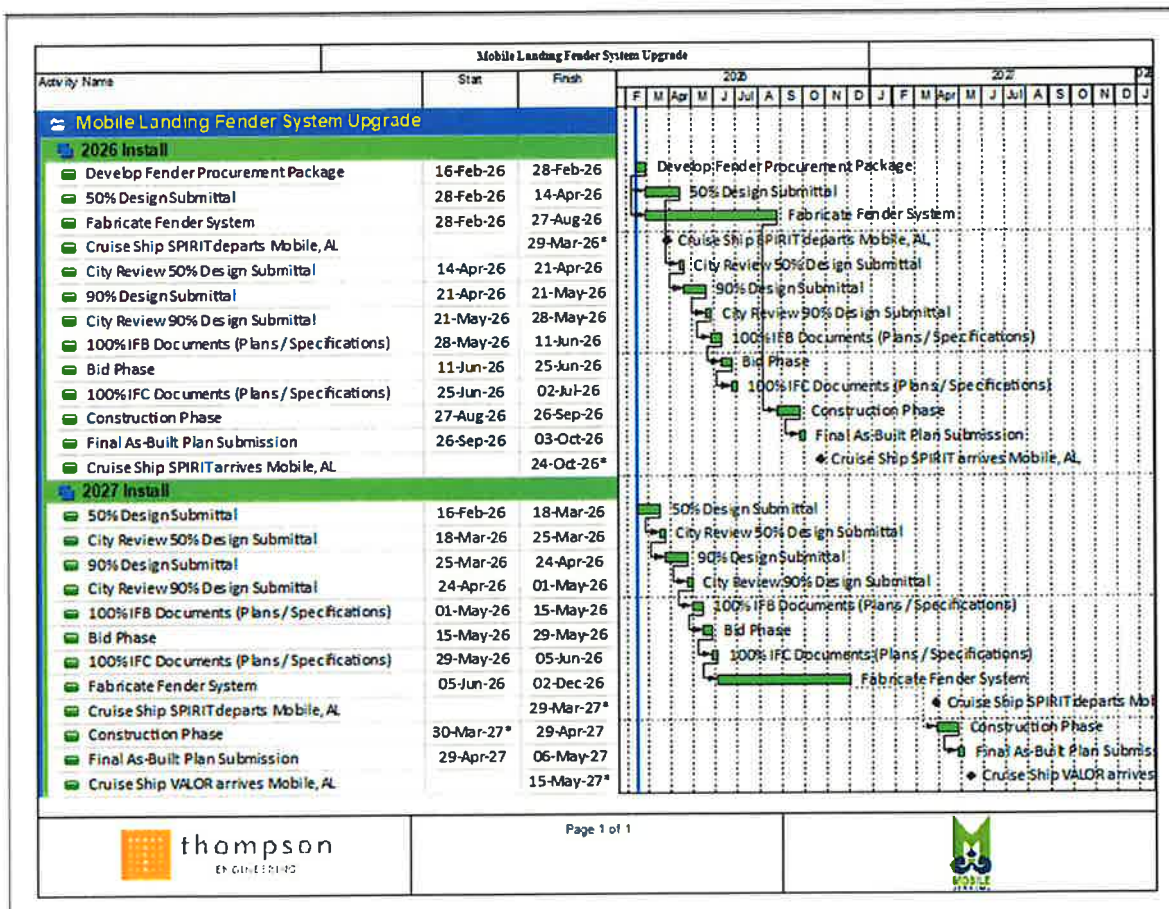
- General arrangement plans showing fender placement by facility.
- Structural design of fender panels, anchorages, connections, and energy-absorbing components (note: actual design of these fender components is delegated to be by the Manufacturer).
- Material specifications for steel, timber, rubber, fasteners, coatings, and hardware.
- Demolition details, showing removal limits for damaged components.
- Protection and staging requirements to maintain waterfront operations during construction.
- Safety and navigational considerations, including visibility, clearance, and vessel approach characteristics.
- Includes improvements to the existing timber fender systems.

Thompson will prepare design documents at the 50% and 90% progress stages for City of Mobile review. We will conduct design review meetings, as may be needed, with the City and stakeholders, including regulatory agencies. Final Issue for Bid (IFB) and Issue for Construction (IFC) documents will be developed to support the Construction Phase Services. Below is our anticipated project design and construction schedule.

The schedule illustrated below offers two options for the project. The first option completes the project in 2026 before the Carnival Spirit vessel arrives on October 24, 2026. Critical to this schedule is the procurement of the new fenders by early March. This window will provide the GC approximately 8 weeks for fender installation. Thompson recommends this option as it may also provide cost savings to the contract. The GC would be selected and under contract by the time the fenders arrive so the City would not have to manage the materials.

Since the fabrication and delivery of the fenders is estimated at 6 months, if the project waits to get a GC on board, there will not be adequate time for installation before the Carnival Spirit arrives. This second option will require installation of the fenders between late March and May 2027, only 6 weeks.

It is noted that the fenders typically cannot be installed between vessel operations because the new fenders will be larger and extend further out into the river than the existing fenders. A third option would be to work with the tug and vessel operators to strategically install fenders in locations that will work intermittently until all the fenders are installed. Planning for this option could be difficult and is not recommended.



1.3 Permitting Support

Thompson shall support the City of Mobile and Project needs by identifying federal, state, and local permit needs (e.g., USACE Section 10/404, ADCNR). We will prepare (if required) engineering exhibits and technical inputs required for permit submittals. This includes routine support during permit reviews and responding to regulatory comments. Please note, we currently do not believe state or federal regulatory permits will be necessary for the replacement of the fendering system. However, we will monitor the design results and advise the City should the need arise.

1.4 Outside Works Coordination

Thompson will manage coordination activities with the outside works stakeholders and/or AHJ to deliver the project. Thompson shall be primarily responsible for observing and reporting on progress of design and construction for external works that support the project, such as utility work. Thompson shall assist with negotiations with utilities that may be necessary, in collaboration with City.

1.5 Cost Estimating

Thompson has estimated that the Rough Order of Magnitude (ROM) construction cost for the required upgrade of the current fendering system is \$2,250,000, which is calculated at \$93,750 per fender. For the

Cruise Terminal, there are seventeen (17) fenders, resulting in an estimated ROM cost of \$1,593,000. Similarly, the Maritime Museum has seven (7) fenders, with an associated ROM construction cost of \$656,250. At this stage, Thompson recommends adding a 15% contingency on the costs indicated, resulting in an estimated construction cost of \$2,587,500.

Thompson will provide updated ROM and detailed opinion of probable construction cost at each design deliverable milestone, refining the preliminary cost per location, i.e., break out estimates by facility (“user”) as requested by the City.

Fees for Task 1: \$66,000 T&M, NTE

2 BID PHASE SERVICES

In support of Project-Specific Program Oversight, Thompson will assist the City in preparing Construction Bid documents and evaluating Value Engineering proposals submitted by contractors. Thompson will also facilitate Pre-Bid Meetings, assess proposals, and provide summaries of contractor selection recommendations. Before implementation begins, Thompson will review the City's procurement procedures to support the evaluation and selection process for contractors.

Additionally, Thompson will develop the Request for Proposals (RFP) to be issued through the City of Mobile's procurement system. The RFP will detail the Project scope, Milestone Schedule, and include IFB documentation generated during Task 1.2, as well as a draft version of the standard City of Mobile construction services contract. After an initial review period, Thompson will support the City during the Pre-Bid Conference by organizing the agenda, offering technical support throughout the Q&A session, and maintaining accurate minutes. Thompson will oversee and respond to Requests for Information (RFIs) throughout the bidding process.

Fees for Task 2: \$6,300 T&M, NTE

3 CONSTRUCTION PHASE SERVICES

Thompson proposes to provide Program Oversight services to support the Construction Phase of the Project. These services include:

3.1 Construction Management Services

3.1.1 Preconstruction Meeting

Prior to the contractor moving onto the Project site, Thompson together with City will hold a pre-construction meeting with the project team to discuss site rules and regulations, including safety and quality expectations. Minutes of the meeting are taken and distributed to all parties.

3.1.2 Project Management

Throughout the course of construction, Thompson will provide a Management Team comprised of project and field management staff for on-site management services required to meet the program objectives.

3.1.3 Construction Administration Services

Thompson will oversee the construction efforts of the contractor for compliance with the Final Design documents. Thompson will perform inspections of daily contractor activities as well as endeavor to provide efficient methods and processes to manage the construction of the Project.

Substantial completion inspections shall be conducted with City's designated representative to check conformance of the work with the requirements of the IFC Documents and to verify the accuracy and completeness. Substantial completion milestones will be defined in coordination with City and the contractor and shall not be limited to project completion milestones.

Thompson will document construction materials and test inspection results and reports. Test results shall be reviewed against the approved plans and specifications for pass/fail evaluations.

3.1.4 NPDES Inspections

Thompson will provide NPDES inspections to support the active ADEM NOI (obtained during final design phase if required) for the site and in accordance with the periods defined by the NOI, at a minimum monthly and after each significant rain event of 0.75" or greater in a 24-hour period, if required. Inspections will include site inspections, site documentation with photos and a written report by a QCI and preparation of a monthly BMP Inspection report signed by a QCP. Reporting and supporting documentation to be submitted to City for record keeping and submission to ADEM in accordance with ADEM and NOI requirements.

Note: Water quality testing is not included but can be provided on a Time & Material basis as needed with approval of a change order.

3.1.5 Progress Meetings & Reports

Throughout the Construction Phase, Thompson will hold weekly Owner-Architect-Contractor (OAC) meetings with City and the Contractor to address current and anticipated issues. Thompson will utilize a standard agenda and facilitate the meetings to endeavor to ensure consistent progress and timely resolution to critical issues.

3.1.6 Review of Contractor Pay Applications

Thompson will review monthly pay applications by the Contractor against construction progress and pay item count. This includes recommending payment by the City of Mobile and progress reporting against final budget and schedule.

3.2 Construction Materials & Testing

Thompson will perform the construction material testing and reporting on concrete, earthwork, and structural activities using our local labs and qualified inspection staff. Thompson will also supply Special Inspections in accordance with IBC requirements to include welding inspection and testing, should this be necessary. Should third-party construction inspection or testing activities be required for the Project, Thompson will coordinate with other entities that may be performing these activities such as utility connection testing and additional Special Inspections requested by the City.

3.3 Project Closeout and Turnover

3.3.1 Closeout Documentation

Thompson will coordinate and expedite the completion of contractor submittal requirements prior to contract closeout. Which may include the following items:

- Certificate of substantial completion
- Completion of punch list work
- Final payment application
- As-Built Drawings

3.3.2 Final Inspections

At the conclusion of corrective action of all punch list items and in conjunction with the contractor, Thompson and City will jointly make a final comprehensive review of the project to support milestone of project completion. Thompson will develop a report to City on acceptance of the work. Thompson will make recommendations as to acceptance of the work.

3.3.3 Coordinate As-Built Drawings

Changes approved during the construction phase are recorded on “mark-up” documents by the contractor as required by the construction contract. Thompson will support City in checking and monitoring as-built information. As-built drawings will be maintained at the project site and checked at each weekly OAC meeting. Thompson will collect the markups, validate, and provide the City with a final set of As-Built plans acceptable to the City.

	Fees for Task 3:	\$150,000 T&M, NTE
4 Additional Services	Fees for Task 4:	\$27,700 T&M, NTE
	Total Fees (NTE):	\$250,000 T&M, NTE

Thompson Engineering, Inc. greatly appreciates the opportunity to support this City with this project. Should you have any questions or require further information, please do not hesitate to call.

Sincerely,

Bryan Cooley, PE
Senior Engineer
Cc: Carleen Stout, City of Mobile


Robert A. Harvey, PE
Sr. Principal Engineer



Schedule of Fees & Services

The attached document is **CONFIDENTIAL**.

It is not to be reproduced or distributed without prior written approval.

The rates are effective January 1 - December 31, 2026.

The following document is confidential and NOT to be distributed without prior written permission.

The rates proposed are effective January 1 – December 31, 2026.

General Information

Quotations for specific projects and defined scopes of work will be provided upon request.

The following schedule of hourly fees are applicable for all time expended on a project including: preparation, site visits, portal-to-portal travel, on-site observations, consultation, research, engineering computations, preparation of drawings/specifications, and report production. The following schedule of unit fees will apply to all tests and other specific items as indicated. Consumable materials and specialized test fixtures/devices will be invoiced on a cost-plus basis.

Overtime charges at one point five (1.5) times the established rate will be applicable for services rendered between 12:00 AM Saturday and 11:59 PM Sunday, on company observed holidays (refer to employee handbook for list of company observed holidays), and on all overtime hours, as mandated by applicable federal labor laws. Emergency call-out (less than twenty-four-hour notice) will be subject to this same rate.

Standard fees allow for reproduction and mailing of a total of two copies of applicable project report. Additional copies will be charged at \$0.75 per page, plus photographic reproduction, where applicable.

Professional services rendered related to expert witness testimony (preparation, deposition and/or courtroom) concerning litigations shall be invoiced at two point zero (2.0) times the listed hourly fees and may require a retainer. Travel expenses and accommodations will be charged on a cost-plus basis.

Corporate Office:
2970 Cottage Hill Rd., Ste. 190
Mobile, Alabama 36606
(P) 251.666.2443
(F) 251.666.642

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1.0 Professional Fees

1.1 Personnel

Engineer

Senior Principal Engineer (code 003)	\$348.00/hr.
Principal Engineer II (code 008).....	\$312.00/hr.
Principal Engineer I (code 005).....	\$275.00/hr.
Senior Engineer III (code 052)	\$255.00/hr.
Senior Engineer II (code 051)	\$230.00/hr.
Senior Engineer I (code 050)	\$218.00/hr.
Project Engineer III (code 152)	\$180.00/hr.
Project Engineer II (code 151)	\$178.00/hr.
Project Engineer I (code 150)	\$160.00/hr.
Engineering Associate III (code 201)	\$138.00/hr.
Engineering Associate II (code 200)	\$120.00/hr.
Engineering Associate I (code 260)	\$115.00/hr.

Scientist / Geologist

Principal Scientist (code 311)	\$210.00/hr.
Senior Scientist (code 115).....	\$135.00/hr.
Staff Scientist III (code 165).....	\$118.00/hr.
Staff Scientist II (code 215).....	\$105.00/hr.
Staff Scientist I (code 270).....	\$96.00/hr.

Designer / Drafter

Senior Designer III (code 658)	\$177.00/hr.
Senior Designer II (code 657)	\$130.00/hr.
Senior Designer I (code 656)	\$117.00/hr.
Designer III (code 654)	\$115.00/hr.
Designer II (code 652)	\$110.00/hr.
Designer I (code 651)	\$85.00/hr.

Technician

Senior Materials Specialist (code 515)	\$140.00/hr.
Materials Specialist (code 514)	\$114.00/hr.
Senior Technician (code 506)	\$105.00/hr.
Technician III (code 503)	\$90.00/hr.
Technician II (code 502)	\$85.00/hr.
Technician I (code 501)	\$70.00/hr.

Inspector

Senior Inspector (code 706)	\$130.00/hr.
Inspector II (code 702).....	\$120.00/hr.
Inspector I (code 701).....	\$80.00/hr.

Specialist

Senior Specialist (code 399)	\$142.00/hr.
Staff Specialist III (code 299)	\$130.00/hr.
Staff Specialist II (code 351)	\$118.00/hr.
Staff Specialist I (code 271)	\$96.00/hr.
Field Assistant (code 500)	\$73.00/hr.

Project Manager

Principal Project Manager (code 001).....	\$292.00/hr.
Senior Project Manager (code 112).....	\$245.00/hr.
Project Manager (code 162).....	\$190.00/hr.
Project Coordinator II (code 250).....	\$120.00/hr.
Project Coordinator I (code 252).....	\$99.00/hr.

Consultant (Roofing, Safety, etc.)

Principal Consultant (code 002)	\$302.00/hr.
Registered Consultant (code 307).....	\$198.00/hr.
Senior Consultant (code 313).....	\$165.00/hr.
Project Consultant (code 309).....	\$160.00/hr.
Staff Consultant II (code 357).....	\$150.00/hr.
Staff Consultant I (code 359).....	\$105.00/hr.

Surveyor

Professional Land Surveyor II (code 604)	\$225.00/hr.
Professional Land Surveyor I (code 605)	\$176.00/hr.
Drone Data Processor (code 601)	\$120.00/hr.
Drone Pilot (code 602)	\$120.00/hr.
Surveyor, Party Chief (code 603).....	\$120.00/hr.
Surveyor, Instrument Man (code 606).....	\$82.00/hr.
Surveyor, Rodman (code 607)	\$67.00/hr.

Administrative

Documentarian II (code 797).....	\$145.00/hr.
Documentarian I (code 798).....	\$100.00/hr.
Administrative Assistant II (code 799).....	\$92.00/hr.
Administrative Assistant I (code 800).....	\$84.00/hr.

Schedule of Fees and Services

Thompson Engineering, Inc.

1.2 Professional Fees

1.2 Other Expenses

1. Automotive mileage (code A002)\$0.75/mile
2. 4-Wheel Drive (code A002a)\$0.85/mile
3. Boat (includes operator) Special Quote
4. Per Diem (Meals and Lodging) (code A004) \$175.00/person/day
Per Diem charge in High-Cost-of-Living areas is based upon actual cost plus 20%.
5. Photographs (reproduced within report or at client's request) (code A005)..... \$ 2.60 ea
6. Color Photocopies (code A006)\$3.15/ea
7. Large Drawing Plots
 - Monochrome Linework on bond \$1.00/Sq. Ft.
 - Size D (code A007a)\$5.19/ea
 - Size E (code A007b) \$10.39/ea
 - Long Plot (140x32) (code A007c) \$31.11/ea
 - 2 pc Super Plot (140x60) (code A007d) \$58.33/ea
 - 11x17 Reduction (code A007e)\$1.30/ea
 - Custom (Glossy 40x28) (code A007f) \$38.89/ea
 - Color Image on plain bond \$6.00/Sq. Ft.
 - Size D (code A007g) \$31.17/ea
 - Size E (code A007h) \$62.33/ea
 - Long Plot (140x32) (code A007i) \$186.67/ea
 - 2 pc Super Plot (140x60) (code A007j) \$350.00/ea
 - 11x17 Reduction (code A007k)\$7.79/ea
 - Custom (Glossy 106x36) (code A007m) \$185.50/ea
8. Direct non-salary expenseCost Plus 10%
9. Sub-Contractor markupCost Plus 15%

2.0 Geotechnical Engineering and Laboratory

2.1 Subsurface Exploration

Soil Test Borings - Drilling/Sampling Landside

1. Truck/Trailer Mounted Drill Equipment

- a. Mobilization (Loading yard equipment, crew transportation, equipment transfer) (code G947) \$500.00
Mileage (each way) (code G947a) \$5.40/mi
- b. Standard Penetration Test Borings - ASTM D1586
(Sampling every 5 feet - Splitspoon Sampler) By depth/ft

<u>Depth (Ft)</u>	<u>Footage Rate</u>
0-50	\$ 17.50/ft (code G910)
50-100	\$ 19.25/ft (code G911)
101-150	\$ 23.00/ft (code G912)
- c. Additional Splitspoon Sampling (code G945) \$24.25/ea
- d. Flight Auger Sampling/Drilling (code G915) \$13.00/ft
- e. Field Vane Shear (in-situ) – ASTM D2573-1 (code G639) . \$600.00/ea plus applicable drilling & engineering fees
- f. Undisturbed Thin Walled Tubes (3" OD) (code G916) \$80.00/atp
- g. Difficult Moving/Standby/Setup/Clearing (code G917) \$250.00/hr
- h. Grouting (code G950) \$7.00/ft
- i. All unit rates increase by 25% during overtime and weekend hours.

2. Track/ATV Mounted Drill Equipment

- a. Mobilization (Loading yard equipment, crew transportation, equipment transfer) (code G930a) \$675.00/ea
Mileage (each way) (code G947b) \$9.00/mi
- b. Standard Penetration Testing Borings - ASTM D1586
(Sampling every 5 feet - Splitspoon Sampler) By depth/ft

<u>Depth (Ft)</u>	<u>Footage Rate</u>
0- 50.....	\$ 18.25/ft (code G942)
50-100.....	\$ 20.25/ft (code G942a)
101-150.....	\$ 25.00/ft (code G942b)
Over 150 feet.....	Special Quote
- c. Additional Splitspoon Sampling (code G944) \$30.00/ea
- d. Flight Auger Sampling/Drilling (code G945a) \$13.50/ft
- e. Undisturbed Thin Walled Tubes (3" OD) (code G946) \$80.00/atp
- f. Difficult Moving/Standby/Setup/Clearing (code G938) \$325.00/hr
- g. Wash Borings - Tripod/Skid Rig Setups (Soft Soils) Up to - 40 Feet (code G948) \$325.00/hr
- h. Grouting (code G950) \$7.25/ft
- i. Setting Casing (code G078) \$17.50/ft
- j. All unit rates increase by 25% during overtime and weekend hours.

3. Marine Drilling

- a. Mobilization (Loading yard equipment, crew transportation, equipment transfer) (code D139) \$800.00/ea
Mileage (each way) (code DM) \$12.50/mi
 - b. Barge Day Rate without Drill Rig (code Barge) \$2,850.00/day
 - c. Barge Day Rate with Drilling Equipment (code G932a) \$7,250.00/day
 - d. Supporting equipment and crew day rate (code A035) \$1,200.00/day
 - e. Marine casing (code G080) \$19.50/ft
 - f. Marine setting grout (code G950) \$8.00/ft
 - g. All unit rates increase by 25% during overtime and weekend hours.
- | <u>Drilling Depth (Ft)</u> | <u>Footage Rate</u> |
|----------------------------|--------------------------|
| h. 0- 50..... | \$ 26.25/ft (code G942) |
| i. 51-100..... | \$ 28.50/ft (code G942a) |
| j. 101-150..... | \$ 31.50/ft (code G942b) |

Schedule of Fees and Services

Thompson Engineering, Inc.

4. CPT Soundings

- a. Mobilization (Loading yard equipment, crew transportation, equipment transfer) (code G918)\$600.00/ea
- b. Mileage (each way) (code G947c)\$10.50/mi
- c. Difficult Moving/Standby/Setup Clearing (code G918c).....\$420.00/hr
- d. CPT Sounding without pore pressure readings (code G918a)\$14.25/ft
- e. CPT Sounding with pore pressure readings and Seismic (1 seismic recording/meter unless directed otherwise) (code G918b)\$15.25/ft
- f. Grouting (code G950)\$7.75/ft
- g. All unit rates increase by 25% during overtime and weekend hours.
- h. Optional Day Rate (code G957)\$4,200.00/day
 - CPT Personnel & Equipment
 - Up to 10 hours/day
 - Regular business hours
 - Excludes mobilization, travel, per-diem and materials/consumables

2.1.1 Staff / Equipment Rates & Expenses

- 1. Crew Rates
 - Field Layout Crew (2 Men) (code G902)\$250.00/hr
- 2. Drill Crew & Equipment (Special projects by-the-hour)
 - Equipment-Portal-to-Portal
 - Truck/Trailer/Track/Tripod Drillrig (Three Man Crew) (code G406).....\$375.00/hr
 - Truck/Trailer/Track/Tripod Drillrig (Two Man Crew) (code G407)\$325.00/hr
- 3. Special Services
 - VibraCore Setup Quote provided upon request
 - ATV 4 Wheeler w/ Support Trailer (code G408)\$375.00/day
 - ATV Mule Side by Side w/Support Trailer (code G409)\$400.00/day
 - Overnight Per Diem Expenses (code G411).....\$175.00/day
 - Standby Time (code G412).....\$300.00/hr

Note: Off Shore and Special project quotations available upon request.

2.2 Laboratory Services

Standard fees are based on normal scheduling of laboratory operations. Samples submitted at times requiring overtime may require surcharge to standard fees presented herein. Whenever possible, we will gladly provide priority service and rapid turnaround needs.

2.3 Soils

2.3.1 Classification-Index Properties

- 1. Atterberg Limits (ASTM D-4318) (AASHTO T-89, T-90)
 - a. Plastic Limit and One (1) Point Liquid Limit (code G001).....\$45.00/ea
 - b. Plastic Limit and Three (3) Point Liquid Limit (code G002).....\$85.00/ea
- 2. Shrinkage Limit and Factors (ASTM D-427) (AASHTO T-92) (code G003)\$70.00/ea
- 3. Specific Gravity of Soils (ASTM D-854) (AASHTO T-100) (code G004)\$79.00/ea
- 4. Maximum Index Density, Dry (ASTM D-4253) (code G005)\$125.00/ea
- 5. Maximum Index Density, Wet (ASTM D-4253) (code G006).....\$120.00/ea

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6. Minimum Index Density (ASTM D-4254) (code T326)	\$62.00/ea
7. Classification (Including Required Tests)	
a. Highway Construction (ASTM D-3282) (code G010)	\$158.00/ea
b. Unified System (ASTM D-2487) (code G011)	\$158.00/ea
c. Peat (ASTM D-4427) (code G013)	\$190.00/ea
d. AASHTO (code G014)	\$155.00/ea
e. Topsoil (code T351)	\$125.00/ea

2.4 Physical Properties

2.4.1 Physical Properties (Inorganic Soils)

1. Moisture Content (ASTM D-2216) (AASHTO T-265) (code G020)	\$13.50/ea
2. Percent Solids (ASTM D-2216) (AASHTO T-265) (code G021)	\$13.50/ea
3. Unit Weight and Moisture Content; Undisturbed Samples (code G022)	\$40.00/ea
4. Particle Size Analysis	
a. Eight (8) Sieve and Hydrometer Analysis (ASTM D-422) (code G023)	\$125.00/ea
b. Eight (8) Sieve Analysis (ASTM D-422) (Including No. 200) (code G024)	\$70.00/ea
Additional Sieves (code G025)	Surcharge @ \$8.00/ea
c. Soil Finer Than No. 200 Sieve (ASTMD-1140) (AASHTO T-11) (code G026)	\$42.00/ea
d. Folk's Statistical Computations, Per Sample (code G028)	\$92.00/ea

2.4.2 Physical Properties (Organic)

1. Moisture Content (ASTM D-2974 Method II) (code G030)	\$13.50/ea
2. Ash, Organic Matter Content (LOI, ASTM D-2974) (code G031)	\$42.50/ea
a. Total Organic Carbon (FDER Method)	Cost plus 10%
3. Peat Material pH (ASTM D-2976)	Cost plus 10%
4. Organic Impurities (ASTM-C40) (code T332)	\$53.00/ea

2.5 Construction Design Properties

1. Standard Proctor Compaction Methods	
a. Five (5) Point, Method A & B (ASTM D-698, AASHTO T-99) (code G040)	\$ 100.00/ea
b. Five (5) Point, Method C & D (ASTM D-698, AASHTO T-99) (code G041)	*\$150.00/ea
Includes bulk specific gravity	
Additional charge for processing soils w/plasticity index greater than 20) (code G051)	\$68.00/ea
2. Modified Proctor Compaction Methods	
a. Five (5) Point, Method A & B (ASTM D-1557, AASHTO T-180) (code G042)	\$ 115.00/ea
b. Five (5) Point, Method C & D (ASTM D-1557, AASHTO T-180) (code G043)	*\$160.00/ea
c. Additional Points Upon Completion (code G044)	\$ 28.00/ea
*includes bulk specific gravity	
*additional charge for processing soils w/plasticity index greater than 20) (code G051)	\$64.00/ea
3. California Bearing Ratio - CBR (ASTM D-1883, AASHTO T-193)	
a. One (1) Point CBR/Proctor (Standard) (code G052)	\$190.00/ea
b. One (1) Point CBR/Proctor (Modified) (code G053)	\$190.00/ea
c. Three (3) Point CBR/Proctor (Standard) (code G045)	\$540.00/ea

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d. Three (3) Point CBR/Proctor (Modified) (code G046).....	\$540.00/ea
e. Five (5) Point CBR/Proctor (Standard) (code G047)	\$700.00/ea
f. Five (5) Point CBR/Proctor (Modified) (code G050).....	\$700.00/ea

2.6 Load-Deformation Properties

1. One-Dimensional Consolidation Potential (ASTM D-2435, AASHTO T-216, Including Unit Weight, Natural Moisture Content, Specific Gravity)
 - a. Standard 7-3, Load-Rebound Increments (code G060) \$405.00/ea
 - b. Additional Rebound-Load Cycle (code G061) Surcharge @\$72.00/ea
 - c. Additional Load Increments (code G062) Surcharge @\$48.00/ea
2. One-Dimensional Swell Potential (ASTM D-4546, Including Unit Weight, Natural Moisture Content, Specific Gravity)
 - a. Method A (code G063)..... \$405.00/ea
 - b. Method B (code G064)..... \$405.00/ea
 - c. Standard One-Dimensional Consolidation (code G065) Surcharge @\$240.00/ea
3. Unconfined Compressive Strength (ASTM D-2166, Including Unit Weight and Moisture Content and Mohr Stress Diagram; Exclusive of Stress-Strain Diagram)
 - a. Undisturbed Sample (code G066).....\$ 98.50/ea
 - b. Remolded Sample (code G067) \$115.50/ea
 - c. Molded Stabilized Soil Sample (code G068)..... \$172.00/ea
 - d. Miniature Penetration Test, 3 Trials (code G069)..... \$18.00/ea
4. Direct Shear Test (ASTM D-3080, Including Unit Weight, Moisture Content, Specific Gravity)
 - a. Undisturbed Sample: 3 Points Consolidated-Drained (G070) \$446.00/ea
 - b. Remolded Sample: 3 Points Consolidated-Drained (G071) \$402.00/ea
5. Triaxial Shear Tests (ASTM D-2850, Including Unit Weight, Moisture Content, Specific Gravity)

All tests for 3-point determination on 2.8 inch maximum diameter undisturbed or remolded specimens. In-house testing of chemically contaminated samples not included in schedule provided. Results presented as stress-strain data only with Mohr stress diagram for sample.

 - a. Unconsolidated-Undrained: UU 3 Pt. (code G080) \$327.50/ea
 - b. Consolidated-Undrained: CU 3 Pt.(code G081) \$1,102.50/ea
 - c. Consolidated-Drained: CD Special Quote
 - d. Triaxial Sample Pore Pressure Determinations (code G083)..... Surcharge..@\$110.00/sample
 - e. Unconsolidated Undrained (UU) One Pt. (code G084) \$131.00/ea
 - f. Unconsolidated Undrained (UU) One Pt. Re-molded (G084B)..... \$151.00/ea
 - g. Consolidated Undrained (CU) One Pt. (code G085) \$420.00/ea
6. Laboratory Miniature Vane Shear Test (code G086) \$23.00/ea
7. Torvane (code T365)\$5.00/ea
8. Pocket Penetrometer (code T366) \$11.00/ea
9. Calcium Carbonate (code G079)..... \$39.50/ea

2.7 Hydraulic Properties

1. Vertical Hydraulic Conductivity (Include unit weight, moisture content, specific gravity of solids. In-house testing of chemically contaminated materials or test with permeate other than water not included in schedule provided)
 - a. Fixed Wall Apparatus-Vacuum Saturation
 - Constant Head, Undisturbed Sample (ASTM D-2434, AASHTO T-215) (code G090) \$128.50/ea
 - Constant Head, Compacted Sample (ASTM D-2434, AASHTO T-215) (code G091)..... \$128.50/ea
 - Constant Head, Compacted Sample (ASTM D-4511) (code G092)..... \$128.50/ea
 - Falling Head, Undisturbed Sample (code G093) \$128.50/ea
 - Falling Head, Compacted Sample (code G094) \$128.50/ea
 - Falling Head, Peat Sample (code G095)..... \$128.50/ea
 - Additional Fluid Head Trials (code G096) Surcharge @ \$52.50/ea
 - b. Triaxial Flexible Wall - Back Pressure Saturation
 - Constant Head, Undisturbed Sample (ASTM D-5084, AASHTO T-215) (code G097) \$380.00/ea
 - Constant Head, Compacted Sample (ASTM D-5084, AASHTO T-215) (code G098)..... \$380.00/ea
 - Falling Head, Undisturbed Sample (code G099) \$300.00/ea
 - Falling Head, Compacted Sample (code G100) \$320.00/ea
 - Additional Fluid Head Trials (code G101) Surcharge @ \$ 60.00/ea
 - Porosity Determinations (ASTM D-2434) (code G102)\$ 68.00/ea
 - c. Corps of Engineer - One Dimensional Consolidation
 - 2 Load Increments, Falling Head (code G110)..... \$315.00/ea
2. Double-Hydrometer Dispersion Test (ASTM D-4221) (code G111)..... \$125.00/ea
3. Zone Settling Test
 - a. 8-Inch Diameter Column, 24-Hr Duration (U.S.C.E. DMRP) (code G112)..... \$803.00/ea
 - Extended Duration Column Test (code G113)..... Surcharge @ \$ 40.00/24 Hrs.
 - Solids Concentration Determination (TSS) (code G114) Surcharge @ \$ 23.00/ea
 - Settling Test on Additional Concentration, 24 Hr Duration (code G115)..... \$459.00/ea
 - Supernatant TSS vs. Elapsed Time Evaluation..... Special Quote
 - b. 1-Inch Diameter Column, 24-Hr Duration (code G116) \$69.50/ea

2.8 Physio-Chemical Properties

1. Laboratory Soil pH
 - a. Direct Contact Method (ASTM G-51)..... \$28.00/ea
 - b. 1:1, Distilled Water:Soil Solution Cost Plus 10%
2. Laboratory Soil Resistivity-Miller Soil Box (Include Moisture Content, Unit Weight and Temperature) (code G132) \$81.50/ea

General

- Minimum Soil Processing Fee (code G133)..... \$30.00/ea
- Sample Photography..... Special Quote
- PH Testing (Code G995)..... Special Quote

2.9 Aggregates

1. Unit Weight (ASTM C-29, AASHTO T-19)
 - a. Rodded, Jigged, or Shoveled (code G140a) \$64.50/ea
 - b. With Voids Determination (code G141) \$120.00/ea
2. Total Moisture Content (ASTM C-566, AASHTO T-255) (code G142)..... \$13.50/ea

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3. Surface Moisture, Fine Aggregate (ASTM C-70, AASHTO T-142) (code G143)	\$61.50/ea
4. Specific Gravity and Absorption	
a. Coarse Aggregate (ASTM C-127, AASHTO T-85) Bulk Specific Gravity and Absorption (code G144)	\$68.00/ea
b. Fine Aggregate (ASTM C-128, AASHTO T-84) Bulk Specific Gravity and Absorption (code G145)	\$79.00/ea
5. Particle Size Analysis	
a. Eight (8) Sieve Analysis (ASTM C-136, AASHTO T-27) (code G160)	\$70.00/ea
b. Finer Than No. 200 Sieve (ASTM C-117, AASHTO T-11)	
Coarse Aggregate (code G161)	\$44.00/ea
Fine Aggregate (code G162)	\$44.00/ea
c. Mineral Filler (AASHTO T-37) (code G163)	\$70.00/ea
d. Additional Sieves (code G164)	Surcharge @ \$8.00/ea
6. Clay Lumps and Friable Particles (ASTM C-142, AASHTO T-112)	
a. Fine Aggregate (code G165)	\$71.00/ea
b. Coarse Aggregate (code G166)	\$111.00/ea
c. Calcium Carbonate Content (ASTM D-4373) (code G167)	\$58.00/ea
7. Organic Impurities (ASTM C-40, AASHTO T-21) (code G180)	\$53.00/ea
8. Soundness by Magnesium or Sodium Sulfate Solution	
a. (ASTM C-88, AASHTO T-104) 5 Cycles (code G181)	\$400.00/ea
b. (ASTM C-88, AASHTO T-104) Each Additional Cycle (code G182)	Surcharge @ \$64.00/Cycle
9. Soundness by Freeze-Thawing	
a. (AASHTO T-103) 10 Cycles (code G183)	\$360.00/ea
b. (AASHTO T-103) Each Additional Cycle (code G184)	Surcharge @ \$64.50/Cycle
10. Staining Materials, Lightweight Aggregate (ASTM C-641) (code G190)	\$125.00/ea
11. Scratch Hardness of Coarse Aggregate (AASHTO T-189) (code G191)	\$101.00/ea
12. Resistance to Abrasion	
a. Small Size Coarse Aggregate (ASTM C-131, AASHTO T-96) 500 REV (code G192)	\$300.00/ea
b. Large Size Coarse Aggregate (ASTM C-535) 1000 REV (code G193)	\$381.00/ea
13. Specification for Concrete Aggregates (Complete)	
a. Fine Aggregate (ASTM C-33)	Special Quote
b. Coarse Aggregate (ASTM C-33)	Special Quote
c. Alabama Highway Department (Section 801)	Special Quote
14. Lightweight Pieces in Aggregate (ASTM C-123) (code G203)	\$215.00/ea
15. Flat and Elongated Pieces in Aggregate (COE CRD-C-119) (code G204)	\$98.50/ea

2.10 On-Site Laboratory / Lab Equipment

1. Mobilization (code A020a)	\$3,000.00/ea
2. Demobilization (code A020a)	\$3,000.00/ea
3. Rental (code A020)	\$3,000.00/month

Note: Utilities and water to be furnished by Client. If utilities are unavailable, a special quote for self contained utilities is to be furnished once project site set-up specifics are determined

3.0 Construction Materials Testing

3.1 Bituminous Materials (Asphalt)

3.1.1 Field Inspection and Testing

Recording pertinent job site conditions and testing will be charged at hourly rates, portal to portal, and unit pricing per test fees presented below. Expense costs contained in the "miscellaneous expenses" sections of the schedule of fees will also apply.

1. Technician - see rates on page 3.
2. Asphalt Cores 4" diameter (Minimum of 3) (code T648) \$36.50/ea
3. Nuclear Density Testing (code P019) \$20.50/ea

3.1.2 Laboratory Analysis

1. Resistance to Plastic Flow Using Marshall Apparatus (ASTM D-1559)..... Special Quote
2. Quantitative Extraction of Bitumen Test (ASTM D-2171)..... Special Quote
3. Density Test of Asphalt Core Samples (ASTM D-1188)..... Special Quote
4. Design and Verification of Asphalt Mix
 - a. Initial Mix..... Special Quote
 - b. Each Additional Special Quote

3.1.3 Bituminous Materials

1. Specific Gravity of Semi-Solid Bituminous Material (ASTM D-70).....Special Quote
2. Bulk Specific Gravity of Bituminous Material/Relative Density
 - Paraffin Coated Specimens (ASTM D-1188)Special Quote
 - Saturated Surface Dry Specimens (ASTM D-2726)..... Special Quote
3. Maximum Theoretical Specific Gravity (ASTM D-2041)..... Special Quote
4. Bitumen Content, Carbon Disulfide Method (ASTM D-4)..... Special Quote
5. Quantitative Extraction of Bitumen (ASTM D-2172) Special Quote
6. Resistance to Plastic Flow, Marshall Apparatus, (ASTM D-1559) Set of Three (3) Special Quote
7. Percent Air Voids in Compacted Paving Mixtures (ASTM D-3203).....Special Quote
8. Effect of Water on Cohesion of Compacted Bituminous Mixture (ASTM D-1075) Set of Four (4) Special Quote
9. Compressive Strength (ASTM D-1074) Set of Three (3)..... Special Quote
10. Degrees of Bituminous Aggregate Particle Coating (ASTM D-2489) Special Quote
11. Index of Aggregate Particle Shape and Texture (ASTM D-3398) Test Per Size Fraction.....Special Quote
12. Permeability of Bituminous Mixtures (ASTM D-3637)
 - Laboratory Compacted Mix.....Special Quote
 - Field Procured Core..... Special Quote
13. Design and Verification of Asphalt Mix
 - Initial Special Quote
 - Each Additional..... Special Quote

3.2 Concrete

3.2.1 Field Inspection and Testing

Recording pertinent job site conditions and testing will be charged at hourly rates, portal to portal, and unit pricing per test fees presented below. Expense costs contained in the "miscellaneous expenses" sections of the schedule of fees will also apply.

1. Technician - see rates on page 3.
2. Cylinder test specimen (includes Slump, Air Test and Temperature per ASTM C-31) (code P009a) \$12.50/ea
3. Additional Slump Testing (ASTM C-143) (code P009b)..... \$12.50/ea
4. Additional Air Test (ASTM C-173 and C-31) (code P009c) \$12.50/ea
5. Beam Test Specimen (includes Slump, Air Test and Temperature per ASTM C-31) (code P019d) \$23.50/ea

3.2.2 Laboratory Testing

1. Curing in Moist Room (ASTM C-511) and Testing of Specimen and Reporting of Results
 - a. Compressive Strength of Concrete Cylinders 6"x12" Test Specimens (ASTM C-39) - Up to Set of Four

Strengths up to 6000 psi (code T617).....	\$58.50/set
Each additional cylinder after set of four (code T600).....	\$15.00/ea
High Strength, 6000 psi and above (code T655)	\$86.00/set
Each additional cylinder after set of four (code T655a).....	\$22.00/ea
 - b. Compressive Strength of Grout Cubes 2"x2" Test Specimen (ASTM C-942) –

Up to Set of Four (code T656)	\$58.50/set
Each additional cube after set of four (code T656a).....	\$15.00/ea
 - c. Tensile Strength of Concrete Cylinder 6"x12" Test Specimen (ASTM C-496) (code T603)
 \$40.00/ea |
 - d. Flexural Strength of Concrete Beam 6"x6"x20" Test Specimen (ASTM C-78) –

Up to Set of Four (code T604).....	\$135.00/set
Each additional beam after set of four (code T604a).....	\$38.00/ea
 - e. Compressive Strength of Masonry Units (ASTM C-140) (code T605).....
 \$41.00/ea |
 - f. Masonry Prisms (code T722)
 \$78.50/ea |
 - g. Swiss (Schmidt) Rebound Test (ASTM C-805) (code T775)
 \$78.50/hr |
2. Diamond Core Drilling (ASTM D-2113)
 - a. Concrete (diameter/inch depth).....
 Special Quote |
 - b. Steel (diameter/inch depth)
 Special Quote |
 - c. Preparation of Drilled Core Sample (diameter/inch depth).....
 Special Quote |
 - d. Compressive Strength of Core Sample (ASTM C-42) (code T725).....
 \$38.50/ea |
 - e. Standby Time (code T726)
 \$60.50/hr |
3. Reinforcement Steel Inspection (R-Meter) (code I058).....
 \$80.00/hr |
4. Windsor Probe Test (plus \$26.00/Set of 3 shots) (code I058a)
 \$80.00/hr |

3.2.3 Laboratory Analysis

1. Concrete Mix Design (Sieve Analysis, Dry Unit Weight and Specific Gravity of Fine and Course Aggregates -Color Plate of Fine Aggregates - Three (3) Point Curves - Engineering Design - Six (6) Proof 4"x8" Cylinders)
 - a. Initial Mix (code T606)
 \$385.00/ea |
 - b. Each Additional (code T606a)
 \$290.00/ea |
2. Concrete Mix Verification - Six (6) Proof 4"x8" Cylinders (code T620).....
 \$255.00/ea |
3. Light Concrete Mix Verification (Sieve Analysis, Dry Unit Weight and Specific Gravity and Color Plate of Fine Aggregates -Six (6) Proof 4"x8" Test Cylinders)
 - a. Initial Mix (code T607)
 \$355.00/ea |
 - b. Each Additional (code T607a)
 \$325.00/ea |
4. Flexural Concrete Pavement Design (Sieve Analysis, Dry Unit Weight and Specific Gravity of Fine and Coarse Aggregates - Color Plate of Fine Aggregates - Three (3) Point Curves - Engineering Design - Six (6) Proof 6"x6"x20" Beams)
 - a. Initial Mix (code T612)
 \$411.00/ea |
 - b. Each Additional (code T612a)
 \$350.50/ea |
5. Flexural Concrete Pavement Verification Mixes (code T608)
 \$355.50/ea |
- (Mixes Batched to Client's design not meeting plastic requirements are discarded) (code T608a).....
 \$150.00/ea |

Schedule of Fees and Services
Thompson Engineering, Inc.

6. Verification of Grout Mix Design (Sieve Analysis, Dry Unit Weight and Specific Gravity of Fine Aggregates – Color Plate of Fine Aggregates - Six (6) Proof 2"x2" Cubes) (code T627) \$235.00/ea
7. Time of Setting of Concrete Mixtures by Penetration Resistance (ASTM C-403-80)
 - a. Initial Time of Set, First Mix (code T613) \$235.00/ea
 - b. Initial Time of Set Each Additional Mix (code T614) \$180.00/ea
 - Note: Initial and Final Set Charged at the Above Rates Plus Applicable Technician Time for Over 4.0 Hours
 - c. Initial Time of Set Performed with Strength Tests (code T615) \$180.00/ea
 - d. Additional Initial Time of Sets with Additional Consecutive Strength Tests (code T616) \$135.00/ea
8. Cement Content of Hardened Portland Cement Concrete (ASTM C-85) Special Quote
9. P.H. and Soluble Salts (Chloride, Sulfates, etc.) Special Quote
10. Microscopical Determination of Air Void Content and Parameters of the Air Void System in Hardened Concrete (ASTM C-457, CRD C-42)
 - a. Air Content Only (Includes Preparation and Polishing)
 1. Initial Surface..... Special Quote
 2. Additional Surface Special Quote
 - b. Air Content, Specific Surface, Spacing Factor
 1. Initial Surface..... Special Quote
 2. Additional Surface Special Quote
11. Splitting Tensile Strength of Cylindrical Concrete Specimens (Sawing Extra) (ASTM C-496) (code T633)... \$52.50/ea
12. Packages, Dry, Combined Materials for Mortar and Concrete (ASTM C-387)
 - a. Mortar for Unit Masonry Includes Yield, Bag Weight, Air Content, Water Retention, Compressive Strength (code T704)..... \$210.50/ea
 - b. Concrete Mix Includes Yield, Air Content, Compressive Strength Bag Weight (code T704a)..... \$268.00/ea
13. Static Modulus of Elasticity and Poisson's Ratio of Concrete in Compression (code T635) \$75.00/ea

3.3 Cement

1. Complete Physical and Chemical Testing of Portland Cement (ASTM C-150) Special Quote
 - a. Physical Only (Does not Include Optional) Special Quote
 - b. Chemical Only (ASTM C-114) Special Quote
2. Test for Time of Setting of Hydraulic Cement by Vicat Needle (ASTM C-191) (code T802) \$115.50/ea
3. Test for Fineness of Portland Cement by Air Permeability Apparatus
 - ASTM C-204 (code T804) \$105.00/ea
 - 325 Sieve (code T804a) \$86.50/ea
4. Test for Compressive Strength of Hydraulic Cement Mortar Using 2 Inch Cube Specimens (ASTM C-109)
 - a. 6 Cubes 2 Ages (code T800) \$161.00/ea
 - b. 6 Cubes 3 Ages (code T800a) \$172.00/ea
 - c. Additional 3 Cubes (code T800b) \$58.00/ea
5. Tests for Air Content of Hydraulic Cement Mortar (ASTM C-185) (code T805) \$74.50/ea
6. Test for Time of Settling of Hydraulic Cement by Gillmore Needles (ASTM C-266) (code T803) \$81.00/ea
7. Test for Tensile Strength of Cement (ASTM C-190) (code T801) \$46.00/ea

Schedule of Fees and Services
Thompson Engineering, Inc.

8. Test for Autoclave Expansion of Portland Cement (ASTM C-185) (code T806).....	Special Quote
9. Normal Consistency (ASTM C-187) (code T807)	\$86.50/ea
10. Loss of Ignition (ASTM C-114) (code T808)	\$85.00/ea
11. Throw-Out Mixes (code T728).....	\$58.00/ea

3.4 Flyash

1. Complete Physical and Chemical (ASTM C-618 and C-311).....	Special Quote
a. Chemical Only (ASTM C-618)	Special Quote
b. Fineness (Blaine) (ASTM C-204) (code T901)	\$81.00/ea
c. Fineness (Wash 325) (ASTM C-430) (code T902)	\$69.50/ea
d. Autoclave (Expansion or Shrinkage)	Special Quote
e. Specific Gravity (ASTM C-188) (code T903)	\$68.00/ea
f. Loss on Ignition (ASTM C-114) (code T904)	\$68.00/ea
g. Pozzolanic Activity Index with Portland Cement - 2 Mixes 28 Day Break Only (code T906)	\$172.00/ea
h. Pozzolanic Activity Index with Lime (code T907)	\$172.00/ea

3.5 Masonry Mortar

1. Compressive Strength (ASTM C-270)	
6 Specimens (code T710).....	\$161.00/ea
9 Specimens (code (code T711).....	\$172.00/ea
2. Autoclave Soundness (ASTM C-151) (code T712).....	Special Quote
3. Water Retention (ASTM C-270) (code T713)	\$69.50/ea
4. Time of Setting (ASTM C-266) (Gilmore)	
a. 1 Mix 8.0 Hours or Less (code T714).....	\$81.00/ea
b. Additional Mix 8.0 Hours or Less (code T715).....	\$58.00/ea
<i>Note: Send 1 Unopened Bat</i>	
5. Complete ASTM C-276 (6 Cubes) (code T715a)	\$289.00/ea

3.6 Soils

3.6.1 Field Inspection

Recording pertinent job site conditions and testing will be charged at hourly rates, portal to portal, and unit pricing per test fees presented below. Expense costs contained in the "miscellaneous expenses" sections of the schedule of fees will also apply.

1. Technician - see rates on page 3.	
2. Nuclear Density Testing (ASTM D-2922) (code P019).....	\$18.50/ea
3. Moisture Test In-Place by Nuclear Methods (ASTM D-3017) (code P019a).....	\$13.50/ea
4. Sand Cone Density Test (ASTM D-1556) (code T940)	\$33.50/ea
5. Calcium Carbide Gas Pressure Test for Moisture (ASTM D-4944) "Speedy" (code T940a).....	\$6.00/ea
6. Sample Collection/Delivery <i>excludes Technician time</i> (code T940b)	\$14.50/ea
7. Hand Auger (ASTM D-1452) (code P115)	\$8.00/ft (up to 6 feet)
8. Dynamic Cone Penetrometer (ASTM D-3441) (code I071).....	\$9.00/ft (up to 6 feet)

3.6.2 Laboratory Analysis

1. Atterberg Limits - Liquid and Plastic Limits (ASTM D-4318) (code T301).....	\$75.00/ea
2. Clay Lumps and Friable Particles (ASTM C-142)	
Coarse Aggregates (code T411)	\$111.00/ea
Fine Aggregates (code T412)	\$75.00/ea
3. Los Angeles Abrasion (ASTM C-131) (code T422)	\$305.00/ea

Schedule of Fees and Services
Thompson Engineering, Inc.

4. Materials Classification		
a. AASHTO (code G014)	\$155.00/ea	
b. ASTM D-3282 (code G010)	\$155.00/ea	
c. Unified (USCS) (code G011).....	\$155.00/ea	
5. Materials Finer than a No. 200 Sieve		
a. Soils (ASTM D-1140) (code G026).....	\$40.00/ea	
b. Aggregates (ASTM C-117)		
Fine Aggregates (code G162)	\$42.00/ea	
Coarse Aggregates (code G161).....	\$42.00/ea	
6. Modified Proctor Density Method A & B (code G042)		\$110.00/ea
Modified Proctor Density Method C & D (code G043)		\$158.00/ea
7. Moisture Content of Materials (ASTM D-2216) (code T300).....		\$13.50/ea
8. Particle Size Analysis (ASTM D-422) (code T303).....		\$125.00/ea
9. Relative Density of Soils (ASTM D-2049) (code G042a)		\$162.50/ea
10. Sieve Analysis (ASTM C-136) (code T400)		\$70.00/ea
11. Soil-Cement-Design and Verification (Materials Supplied by Client F.O.B. Lab)(code T354).....		Special Quote
12. Soundness of Aggregates (ASTM C-88) (code T414).....		\$400.00/ea
13. Specific Gravity of Soils (ASTM D-854) (code G004)		\$75.00/ea
14. Specific Gravity and Absorption of		
Coarse Aggregates (ASTM C-127) (code T405)		\$69.00/ea
Fine Aggregates (ASTM C-128) (code T406).....		\$78.50/ea
15. Standard Proctor Density Method A & B (code G040)		\$100.00/ea
Standard Proctor Density Method C & D (code G041)		\$150.00/ea
16. Unit Weight and Moisture Content of Materials (ASTM C-29) (code G140)		\$68.00/ea

3.7 On-Site Laboratory / Lab Equipment

1. Mobilization (code A020a) (within 200 miles)	\$3,000.00/ea
2. Demobilization (code A020a) (within 200 miles)	\$3,000.00/ea
3. Rental (code A020)	\$3,000.00/month

Note: Utilities and water to be furnished by Client. If utilities are unavailable, a special quote for self-contained utilities is to be furnished once project site set-up specifics are determined

4.0 Investigative Engineering and Consulting

4.1 Physical Testing

Five (5) Universal testing Machines are available and provide a broad range of compression and tensile testing capabilities. Loading ranges from 100 to 600,000 pounds are available utilizing these apparatuses.

Initial Set-Up (code I001).....	\$220.50
Machine Time (code I002)	\$166.00/hr
Report Time (code I003).....	\$ 88.00/hr

4.2 Paints

	<u>TMS</u>	<u>ASTM</u>	
Total Solids, Percent by weight of Paint		D2621	Special Quote
Pigment, Percent by weight of Paint	4021.1	D2698	Special Quote
Nonvolatile Vehicle, Percent by Wt. of Paint	4053.1	D2369	Special Quote
Weight per Gallon, LBS.	4184	D1475	Special Quote
Consistency; K.U.	4287	D562	Special Quote
Fineness of Grind	4411.1		Special Quote
Drying Time	4061.2		Special Quote
Direction Reflectance		E97	Special Quote
Gloss 60 Specular	6101.1		Special Quote
Dry Opacity	4121.1		Special Quote
Lead, percent nonvolatile	7060	D4834	Special Quote
Elco meter Pull-off adhesion			Special Quote
Heat Stability			Special Quote
Flexibility			Special Quote

4.3 Equipment Fees

Nilsson Resistance Meter (code I058b)	\$22.00/day
Portable Dynamic Cone Penetrometer (code I071a).....	\$22.00/day
Portable Dynamometer (code I072)	\$39.00/day
Barcol Hardness Impressor (code I081)	\$17.00/day
Durometer Hardness Gauges (code I082).....	\$17.00/day
Tooke Gauge (Paint Thickness) (code I083)	\$17.00/day
Positector (Paint Thickness) (code I084)	\$22.00/day
Calibrated Torque Wrench (code I092).....	\$27.00/day
Hunter Force Indicator (code I093)	\$27.00/day
Comton Fastener Tester (code I505).....	\$27.00/day
Dial Micrometers (code I103).....	\$11.00/day

4.4 Plastic (Fibrous Reinforced)

ASTM D638 (Tensile) (code I120)	\$446.00/set of 5
ASTM D790 (Flexural) (code I121).....	\$446.00/set of 5
ASTM D2584 (LOI/Resin Content) (code I122).....	\$100.00/set of 5
ASTM D2583 (Hardness) (code I123)	\$66.00/ea
ASTM D1621 (Compressive) (code I124).....	\$446.00/set of 5
ASTM D1622 (Density) (code I125)	\$100.00/set of 3

5.0 Environmental and Hydrogeological Services

Thompson's Environmental Group is comprised of a diverse team of professionals with significant knowledge and experience in environmental compliance and permitting, audits and assessments, engineering design, and monitoring and supervision of remedial activities. We are capable of managing matters involving site selection, assessment, planning and permitting, remediation, waste minimization, and regulatory compliance. We also provide stormwater pollution prevention plans (SWPPP) in accordance with the state environmental regulatory requirements, as well as furnish inspections and reporting. Furthermore, we provide formalized Qualified Credential Inspector (QCI) training programs (initial course with required renewals) that meet both state and transportation department requirements.

5.1 Subsurface Exploration

5.1.1 Groundwater Monitoring Wells

1. Drill Crew - 3 man (Portal-to-Portal) Special Quote
(Loadup, Mobilization, Decontamination, Sampling, Installation, Demobilization, Cleanup)
2. Direct Push – Investigations..... Special Quote
3. Hand Auger Sampling Special Quote
4. Abandonment – Inspection Special Quote
5. Asbestos – Surveying Special Quote
6. Lead Base Paint – Sampling/Testing Special Quote
7. Regulatory Compliance Special Quote
8. Environmental Engineering Special Quote
9. Safety Special Quote

Note: Bulldozer, clearing or special rental, protective safety gear, equipment or additional requested supplies/materials, permits to be provided by client or charged at cost plus 15%. Sites which require a high level of OSHA safety to be quoted on a project by project basis.

Client is responsible for location of core borings outside safe OSHA designated distances from above and underground utilities. Contaminated materials removed from the ground to be responsibility of client unless previously arranged. Hollow stem drilling/sampling operations conducted below water table are conducted at client's risk.

5.1.2 Field Equipment

1. Field Portable Gas Chromatograph (FID) (code E002) \$160.00/day
2. Field Organic Vapor Analyzer (PID) (code E003) \$115.50/day
3. Explosimeter/O₂ Meter (code E004) \$78.00/day
4. pH Meter, Cond. Meter (code E005) \$11.00/day
5. Andersen N6 Air Sampler (IAQ) (code I039)..... \$220.00/ea
6. Optical Survey Equipment (code I106)..... \$105.00/day
7. Well Development/Sampling Unit (Gen., Air Compressor, Accessories) (code E007)..... \$100.00/day
8. Field Decontamination Unit (Gen., Power Washer, Accessories) Special Quote
9. Pump Test Unit (Submersible Pump, Power & Flow Controls) (code E009) \$100.00/day
10. Monitoring well Evacuation Pump Special Quote
11. Metal Detector/Line Locator (code E011)..... \$66.00/day
12. 5kw Electrical Generator Unit (code E014) \$66.00/day
13. Well Sampling Expendables (Bailer Decon., Prot. Gear, etc.) (code E017) \$17.00/well
14. Water Level Detector (code E018) \$11.00/day

Schedule of Fees and Services
Thompson Engineering, Inc.
5.0 Environmental and Hydrogeological Services

15. Stormwater Sampling Instrumentation (Integrated rainfall gauge, flow measurement, and automatic sampler) (code E019).....	\$772.00/week
a. Workboat and 2 man crew	Special Quote
16. GPS (Sub-Foot Accuracy) (code E025)	\$20.00/day
Note: Additional specialized field equipment available through coordination with individual divisions' specialized services.	

Prices available upon request.

6.0 Building Envelope / Roof Consulting / Equipment

6.1 Roofing Materials Testing

ASTM D36: Softening Point of Bitumen.....	Special Quote
ASTM D146: Pliability of Roofing Felt.....	Special Quote
ASTM D146: Strength of Roofing Felt	Special Quote
ASTM D228: Asphalt Roll Roofing, Cap Sheets & Shingles:	
a. Pliability.....	Special Quote
b. Behavior on Heating.....	Special Quote
ASTM D1863: Mineral Aggregate Used on Built-Up Roofs:	
a. Gradation (Size)	Special Quote
b. Dust Content (%)	Special Quote
ASTM D1864:.....	Moisture in Built-Up Roof
Aggregates.....	Special Quote
ASTM D2823:.....	Asphalt Roof Coatings:
a. Uniformity.....	Special Quote
b. Consistency (Stormer Viscometer)	Special Quote
c. Nonvolatile Matter	Special Quote
d. Behavior at 140° Fahrenheit	Special Quote
e. Pliability at 32° Fahrenheit	Special Quote
f. Water (percent).....	Special Quote
g. Residue by Evaporation.....	Special Quote
ASTM D2829:	Analysis of Built-Up Roof Samples (Surfaced):
a. 12" x 12" Sample	Special Quote
b. 4" x 40" Sample	Special Quote
ASTM D3617:	Analysis of Built-Up Roof Samples (Unsurfaced):
a. 12" x 12" Sample	Special Quote
b. 4" x 40" Sample	Special Quote
ASTM E515:.....	Field Leak testing of Seams
(Single Ply Membranes).....	Special Quote
Nuclear Roof Moisture Survey	Quote Available Upon Request
Infrared Roof Survey.....	Quote Available Upon Request

Prices for specific tests of polymeric single ply membrane materials available on request.

6.2 Equipment Fees

Infrared Camera for Roof Survey (code I065)	\$250.00/day
Nuclear Roof Moisture Gauge (code I060)	\$150.00/day
Roof Uplift Chamber (code I099)	\$200.00/day
Window Spray Testing Equipment (code I035)	\$200.00/day
Interior Air Chamber Materials (code I079)	\$100.00/ea
Rappelling Equipment (code I142)	\$100.00/day
Fastener Pull Resistance Tester (code I505a)	\$50.00/day
Roof Moisture Meter (code I011)	\$25.00/day
Wall Moisture Meter (code I012).....	\$20.00/day
Concrete Moisture Meter (code I013)	\$20.00/day

Schedule of Fees and Services

Thompson Engineering, Inc.

6.0 Building Envelope / Roof Consulting / Equipment

Troxler Nuclear Gauge Model 3216 (code I060).....	\$150.00/day
Holiday (Void) Meter (code I 217).....	\$45.00/day
Hygrometers Analog (code I062).....	\$20.00/day
Psychrometer (code I061).....	\$20.00/day
Anemometer (code I117)	\$10.00/day
Borescope (code I116).....	\$40.00/day
Digital Caliper (code I118).....	\$10.00/day
Moisture Detector - Probe (code I41).....	\$20.00/day
Delmhorst G30 & DP Moisture Detectors (code I141)	\$22.00/day
Coating Mil Thickness Gauge (NACE Standards) (code I084a)	\$20.00/day

7.0 Surveying

Registered/Professional Land Surveyor II (code 604)	See Section 1.1 Personnel
Registered/Professional Land Surveyor I (code 605)	See Section 1.1 Personnel
Drone Data Processor (code 601)	See Section 1.1 Personnel
Drone Pilot (code 602)	See Section 1.1 Personnel
Surveyor, Party Chief (code 603)	See Section 1.1 Personnel
Surveyor, Instrument Man (code 606)	See Section 1.1 Personnel
Surveyor, Rodman (code 607)	See Section 1.1 Personnel
Two-man Crew	\$200.00/hr.
Three-man Crew	\$250.00/hr.

Equipment List:

- Trimble R12 and Spectra Precision's SP80 Real Time Kinematic GNSS Receivers
- Trimble tsc7 Data Collectors
- Trimble S5 Robotic Total Station
- Trimble Dini Digital Levels

7.1 Aerial Survey (Drone) Equipment

Lidar (code S200)	\$1,250.00/day
Photogrammetry (code S201)	\$1,000.00/day

8.0 Subsurface Utility Engineering

8.1 NDE / Ground Penetrating Radar

Mileage (code A002).....	See Section 1.2 Other Expenses
Per Diem (code A004)	See Section 1.2 Other Expenses
Non Salary Expense (Consumables)	Cost +10%
Metal Detector/Line Locator (code E011).....	\$75.00/day
GPR Equipment (Voids and Utilities) (code G430).....	\$300.00/day
GPR Day Rate	Special Quote
Survey of Exploration Results	Special Quote
Mapping of Exploration Results	Special Quote

8.2 Advanced Exploration

5kw Generator (code E014).....	\$100.00/day
Diamond Core Drilling.....	Special Quote
Hand Auger (ASTM D-1452) (code P115)	\$8.00/foot
BoreScope (code I116)	\$100.00/day
DCP (ASTM D-3441) (code I071).....	\$9.00/foot
Optical Survey Equipment (code I06)	\$115.00/day
Sample Collection (code T940b).....	\$15.00/ea
GPS (code E025).....	\$30.00/day
Pneumatic Probing.....	Special Quote
Pneumatic/HydroExcavation (Potholing/Trenching).....	Special Quote

9.0 Guidance and General Notes

9.1 Sample Submission

Guidance is provided herein for materials submitted to the laboratory to assure efficient response, accountability, sample integrity, and safety of laboratory personnel. Proper handling of material test samples is critical to the generation of meaningful results.

All material samples should be clearly identified and labeled including client name, sample number, and date/time submitted. Written instructions should be provided which clearly illustrate test and time requirements.

To ensure the health and safety of laboratory personnel and care of laboratory equipment, it is requested that identification include any awareness of sample contamination due to foreign organic and/or inorganic matter. Bulk soil samples (e.g. moisture-density and maximum-minimum index density tests) may be submitted in bound canvas (or plastic) bags, plastic (or metal) buckets with lid, or other similar container with identification of individual samples placed upon or into such container. Disturbed soil samples representative of in-situ substrata should be submitted in moisture-tight plastic or glass sealed containers with identification of individual samples clearly printed upon the exterior.

Undisturbed soil samples should be submitted in sealed thin-wall Shelby sampler tubes or within sealed rigid containers if previously extruded. Undisturbed soil samples and cores should be delivered in a vertical position with consideration to minimize sample vibration and exposure to heat. All soil samples representative of in-situ substrata and submitted to the laboratory should include sample depth (below existing ground surface) and Standard Penetration Resistance values, if applicable.

Excess (or unused) material samples obtained by us or submitted by the client for laboratory analysis are normally archived for a minimum period of 60 days following the date of project test completion unless custody is transferred at the request of the client or additional archive period is specifically requested by the our Engineer-In-Charge or client. Excess sample material may be returned to the client at their request and expense. Samples contaminated with matter meeting Federal and/or State Classification as a hazardous waste must be retrieved by the client at their expense.

9.2 Laboratory Analyses Procedures

Material test procedures listed are performed in accordance with accepted methodologies (Department of the Army, Corps of Engineers; American Society of Testing Materials, ASTM; and American Association of State Highway and Transportation Officials, AASHTO) and are referenced herein. Where such procedures dictate, requested tests of soil samples having insufficient amount of soil by weight or volume, and requested tests upon undisturbed soil samples having inclusions or evidence of disturbance or other physical qualities which indicate the sample to be unsuitable for development of meaningful results, the specific test(s) may not be performed and the client will be charged a minimum soil processing fee as provided herein.

Testing of materials for which there exist no current standards or standard test procedural modifications as authorized by the client for specific material requirements (e.g. samples containing hazardous waste as described) will be performed based upon actual time plus expenses. Contract prices are quoted upon request.

EXHIBIT D: ENGINEER'S FEE DISBURSEMENT SCHEDULE

Design Phase

50% Submittal.....\$ 35,000.00
90% Submittal.....\$ 25,000.00
100% Submittal.....\$ 6,000.00

Pre-Bid to Pre-Construction Phase.....\$ 6,300.00

Construction Phase\$ 150,000.00

Base Contract Amount \$ 222,300.00

Additional Services (If requested in writing by the City Engineer).....\$ 27,700.00

Total Contract Amount including Additional Services \$ 250,000.00

EXHIBIT E: PROJECT CLOSEOUT CHECKLIST

The following items must be submitted to the CITY for PROJECT closeout:

- Engineers Field Book
- Pictures of PROJECT site before, during & after construction
- As-built Drawings
- Copy of Contract Documents:
 - Advertisement for Bids
 - Instructions to Bidders
 - Contractor Proposal
 - Contractor Bid Bond
 - Contractor Labor & Materials Bond
 - Contractor Performance Bond
 - Certificate of Contractor's & Subcontractor's Insurance
 - Special Provisions
 - Articles of Agreement
 - Supplemental Specifications
 - PROJECT Sign Detail
 - Addendums
- INSPECTOR's Daily Reports
- Correspondence affecting Construction
- Quantity & Payment Documentation
 - Documents showing final quantities & payment
 - Product Specifications, if applicable
- All Haul Tickets
 - Separated by pay items & date. Then labeled with date, pay item #, total quantity for that day, & total quantity to date.
- All Test Reports
- CADD files of drawings
- Pdf's of drawings

EXHIBIT F: INSURANCE CERTIFICATIONS



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

2/19/2026

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 Arthur J. Gallagher Risk Management Services, LLC 760 Howard Avenue, 2nd Floor P. O. Box 250 Biloxi MS 39530	CONTACT NAME: Patty Savage PHONE (A/C, No, Ext): 800-277-0856 E-MAIL ADDRESS: Patty_Savage@ajg.com FAX (A/C, No): 228-863-1957
INSURED Thompson Engineering Inc. 2970 Cottage Hill Rd Ste 190 Mobile AL 36606	INSURER(S) AFFORDING COVERAGE INSURER A: Beazley Insurance Company, Inc. INSURER B: Travelers Property Casualty Company of America INSURER C: INSURER D: INSURER E: INSURER F:

COVERAGES	CERTIFICATE NUMBER: 626235747	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 CERTIFICATION 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 \$ COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
B	☒ UMBRELLA LIAB ☒ EXCESS LIAB DED ☒ RETENTION \$ 10,000	Y	Y	CUP-8S426870-26-NF	2/1/2026	2/1/2027	EACH OCCURRENCE \$ 2,000,000 AGGREGATE \$ 2,000,000
	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				PER STATUTE E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A	Professional Liability		Y	C1D697261001	2/1/2026	2/1/2027	Per Claim Aggregate \$2,000,000 \$2,000,000

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

NOTE: Umbrella Coverage above; policy number CUP8S42687026NF through Travelers Property Casualty Co of America is excess coverage over General Liability policy number GLO3534778-04, Auto Liability policy number BAP3534779-04, and Employers Liability policy number WC3534777-04 written through Zurich American Insurance Company effective 2/1/2026 to 2/1/2027. Umbrella is follow form these policies.

RE: Project 2026-3005-06; Mobile River Fender System Replacement

Umbrella is follow form the additional insured and waiver of subrogation, Primary and non-contributory wording and cancellation endorsements of the underlying GL, AL and EL policies. The professional policy provides waiver of subrogation when required by written contract.

CERTIFICATE HOLDER**CANCELLATION**

City of Mobile P. O. Box 1827 Mobile AL 36633 United States	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
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IMPORTANT NOTICE ABOUT HOLD HARMLESS AND INDEMNIFICATION AGREEMENTS

While insurance policies may respond to certain contractual assumption of liability or responsibility (Hold Harmless/Indemnification Agreements/Clauses), such policies are not broad enough to transfer or fund all assumed exposures. In addition, insurance policies have monetary limits that apply to covered claims. Our receipt of hold harmless/indemnification agreements and issuance of certificates of insurance is not validation that all conditions of the hold harmless/indemnification agreement have been met. Most assumption of risk agreements/clauses are broader than the terms and conditions of insurance policies.

IMPORTANT NOTICE ABOUT AUTOMATIC STATUS ADDITIONAL INSURED/WAIVERS

The certificate of insurance may represent that Additional Insured &/or Waiver status is included when required by written contract. In order for Additional Insured &/or Waiver status to be triggered in this case, there must be a written and executed contract between the insured and the person(s) or organization(s) for which Additional Insured &/or Waiver status is required.



THOMENG-01

KCROSBY

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

2/19/2026

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 PGIS, LLC dba Turner Insurance & Bonding Co. PO Drawer 230789 Montgomery, AL 36123	CONTACT NAME: Kirsten Crosby	
	PHONE (A/C, No, Ext): (334) 386-3968	FAX (A/C, No):
INSURED Thompson Engineering, Inc. 2970 Cottage Hill Road, Ste. 190 Mobile, AL 36606	E-MAIL ADDRESS: kcrosby@turnerfirst.com	
	INSURER(S) AFFORDING COVERAGE	
	INSURER A: Zurich American Insurance Co.	NAIC # 16535
	INSURER B:	
	INSURER C:	
	INSURER D:	
INSURER E:		
INSURER F:		

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR ☒ Contractual Liab. ☒ XCU Included GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☒ PROJECT ☐ LOC OTHER:	X	X	GLO 3534778-04	2/1/2026	2/1/2027	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	X	X	BAP 3534779-04	2/1/2026	2/1/2027	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	UMBRELLA LIAB ☐ OCCUR EXCESS LIAB ☐ CLAIMS-MADE DED ☐ RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) ☒ Y/N ☐ N/A If yes, describe under DESCRIPTION OF OPERATIONS below		X	WC 3534777-04	2/1/2026	2/1/2027	☒ 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
A	Auto Physical Damage			BAP 3534779-04	2/1/2026	2/1/2027	Various deductibles

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
PROJECT - Mobile River Fender System Replacement, City of Mobile Project No. 2026-3005-06

City of Mobile is named additional insured on a primary and noncontributory basis as respect General Liability and Automobile Liability where required by written contract. A waiver of subrogation applies in favor of City of Mobile as respect General Liability, Automobile Liability, and Workers Compensation where required by written contract. Thirty (30) days written notice of cancellation applies where required by written contract.

CERTIFICATE HOLDER

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

ACORD 25 (2016/03)

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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

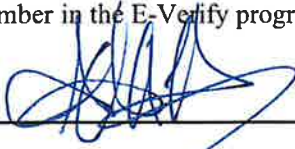
Before me, a Notary public, personally appeared Scott A. Hardy (affiant) who, being duly sworn says as follows:

COO of Thompson Engineering, Inc.

As a condition for the award of a contract by the City of Mobile to a business entity or employer that employs one or more employees, I hereby attest that in my capacity as COO for Thompson Engineering, Inc. that said employer shall not knowingly employ, hire for employment, or continue to employ an unauthorized alien.

By signing this contract, the contracting parties affirm, for the duration of the agreement, that they will not violate Federal Immigration Law or knowingly employ, hire for employment, or continue to employ an unauthorized alien within the State of Alabama. Furthermore, a contracting party found to be in violation of this provision shall be deemed in breach of the agreement and shall be responsible for all damages resulting therefrom.

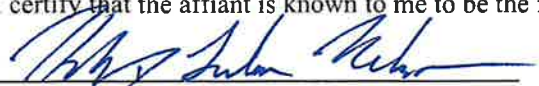
I further attest that said Thompson Engineering, Inc. is enrolled in the E-Verify program. The Company ID Number in the E-Verify program is as follows: 571783.



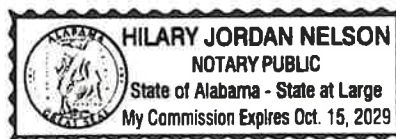
COO of Thompson Engineering, Inc.

Sworn to and subscribed before me this the 25 day of February, 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: 571783



Client Company ID Number: 1426448

THE E-VERIFY MEMORANDUM OF UNDERSTANDING FOR EMPLOYERS USING A WEB SERVICES E-VERIFY EMPLOYER AGENT

ARTICLE I PURPOSE AND AUTHORITY

The parties to this agreement are the Department of Homeland Security (DHS), the Thompson Holdings, Inc (Employer), and the Web Services E-Verify Employer Agent. The purpose of this agreement is to set forth terms and conditions which the Employer and the Web Services E-Verify Employer Agent will follow while participating in E-Verify.

E-Verify is a program that electronically confirms an employee's eligibility to work in the United States after completion of Form I-9, Employment Eligibility Verification (Form I-9). This Memorandum of Understanding (MOU) explains certain features of the E-Verify program and describes specific responsibilities of the Employer, the E-Verify Employer Agent, the Social Security Administration (SSA), and DHS.

References in this MOU to the Employer include the Web Services E-Verify Employer Agent when acting on behalf of the Employer.

For purposes of this MOU, the E-Verify browser refers to the website that provides direct access to the E-Verify system: <https://E-Verify.uscis.gov/emp/>. You may access E-Verify directly free of charge via the E-Verify browser.

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

For purposes of this MOU, references to the Employer include the Web Services E-Verify Employer Agent when acting on behalf of the Employer.

1. By enrolling in E-Verify and signing the applicable MOU, the Employer asserts that it is a legitimate company which intends to use E-Verify for legitimate purposes only and in accordance with the laws, regulations and DHS policies and procedures relating to the use of E-Verify.



Company ID Number: 571783

Client Company ID Number: 1426448

2. The Employer agrees to display the following notices supplied by DHS (though the Web Services E-Verify Employer Agent) 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

3. 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.

4. The Employer agrees to become familiar with and comply with the most recent version of the

E-Verify User Manual. The Employer will obtain the E-Verify User Manual from the Web Services E-Verify Employer Agent, and will be notified by the Web Services E-Verify Employer Agent when a new version of the E-Verify User Manual becomes available.

5. 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.

6. 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.

7. 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



Company ID Number: 571783

Client Company ID Number: 1426448

the Immigration and Nationality Act (INA) with respect to the hiring of that employee; (3) If the Employer receives a final nonconfirmation for an employee, but continues to employ that person, the Employer must notify DHS and the Employer is subject to a civil money penalty between \$550 and \$1,100 for each failure to notify DHS of continued employment following a final nonconfirmation; (4) If the Employer continues to employ an employee after receiving a final nonconfirmation, then the Employer is subject to a rebuttable presumption that it has knowingly employed an unauthorized alien in violation of section 274A(a)(1)(A); and (5) no E-Verify participant is civilly or criminally liable under any law for any action taken in good faith based on information provided through the E-Verify.

b. DHS reserves the right to conduct Form I-9 compliance inspections, as well as any other enforcement or compliance activity authorized by law, including site visits, to ensure proper use of E-Verify.

8. 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.

9. 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.

10. The Employer must use E-Verify (through its Web Services E-Verify Employer Agent) for all new employees. The Employer will not verify selectively and will not verify employees hired before the effective date of this MOU. Employers who are Federal contractors may qualify for exceptions to this requirement as described in Article II.B of this MOU.

11. 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.

12. 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



Company ID Number: 571783

Client Company ID Number: 1426448

verification system to verify work authorization, a tentative nonconfirmation, a case in continuance (indicating the need for additional time for the government to resolve a case), or the finding of a photo mismatch, does not establish, and should not be interpreted as, evidence that the employee is not work authorized. In any of such cases, the employee must be provided a full and fair opportunity to contest the finding, and if he or she does so, the employee may not be terminated or suffer any adverse employment consequences based upon the employee's perceived employment eligibility status (including denying, reducing, or extending work hours, delaying or preventing training, requiring an employee to work in poorer conditions, withholding pay, refusing to assign the employee to a Federal contract or other assignment, or otherwise assuming that he or she is unauthorized to work) until and unless secondary verification by SSA or DHS has been completed and a final nonconfirmation has been issued. If the employee does not choose to contest a tentative nonconfirmation or a photo mismatch or if a secondary verification is completed and a final nonconfirmation is issued, then the Employer can find the employee is not work authorized and terminate the employee's employment. Employers or employees with questions about a final nonconfirmation may call E-Verify at 1-888-464-4218 (customer service) or 1-888-897-7781 (worker hotline).

13. 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).

14. The Employer agrees that it will use the information it receives from E-Verify (through its Web Services E-Verify Employer Agent) only to confirm the employment eligibility of employees as authorized by this MOU. The Employer agrees that it will safeguard this information, and means of access to it (such as Personal Identification Numbers 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.

15. The Employer agrees to notify DHS immediately in the event of a breach of personal information. Breaches are defined as loss of control or unauthorized access to E-Verify personal data. All suspected or confirmed breaches should be reported by calling 1-888-464-4218 or via email at E-Verify@uscis.dhs.gov. Please use "Privacy Incident – Password" in the subject line of your email when sending a breach report to E-Verify.

16. The Employer acknowledges that the information it receives from SSA through its Web Services



Company ID Number: 571783

Client Company ID Number: 1426448

E-Verify Employer Agent 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.

17. 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.

18. 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.

19. 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.

20. 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.

21. 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 THE WEB SERVICES E-VERIFY EMPLOYER AGENT

1. The Web Services E-Verify Employer Agent agrees to complete its Web Services interface no later than six months after the date the Web Services User signs this MOU. E-Verify considers your interface to be complete once it has been built pursuant to the Interface Control Agreement (ICA), submitted to E-Verify for testing, and approved for system access.

2. The Web Services E-Verify Employer Agent agrees to perform sufficient maintenance on the Web Services interface in accordance with the requirements listed in the ICA. These requirements include, but are not limited to, updating the Web Services interface to ensure that any updates or enhancements are incorporated no later than six months after the issuance of an ICA. Web Services E-Verify Employer Agents should be aware that this will require the investment of time and resources. Compliance with the requirements of the ICA must be carried out to the satisfaction of DHS and or its assignees.

3. The Web Services E-Verify Employer Agent agrees to provide to SSA and/or DHS the names, titles, addresses, e-mail addresses, and telephone numbers of the Web Services E-Verify Employer Agent representative who will access information, as well as ensure cooperation, communication, and coordination with E-Verify.



Company ID Number: 571783

Client Company ID Number: 1426448

In addition, Web Services E-Verify Employer Agents must provide to SSA and/or DHS the names, titles, addresses, and telephone numbers of its clients and their staff who will access information through E-Verify. Web Services E-Verify Employer Agents must ensure the contact information is updated with SSA and DHS whenever the points of contact change.

4. The Web Services E-Verify Employer Agent agrees to become familiar with and comply with the E-Verify User Manual and provide a copy of the most current version of the manual to the Employer so that the Employer can become familiar with and comply with E-Verify policy and procedures. The Web Services E-Verify Employer Agent agrees to obtain a revised E-Verify User Manual as it becomes available and to provide a copy of the revised version to the Employer no later than 30 days after the manual becomes available.
5. The Web Services E-Verify Employer Agent agrees that any person accessing E-Verify on its behalf is trained on the most recent E-Verify policy and procedures.
6. The Web Services E-Verify Employer Agent agrees that any of its representatives who will perform employment verification cases will complete the E-Verify Tutorial before that individual initiates any cases.
 - a. The Web Services E-Verify Employer Agent agrees that all of its representatives will take the refresher tutorials initiated by E-Verify as a condition of continued use of E-Verify, including any tutorials for Federal contractors, if any of the Employers represented by the Web Services E-Verify Employer Agent is a Federal contractor.
 - b. Failure to complete a refresher tutorial will prevent the Web Services E-Verify Employer Agent and Employer from continued use of E-Verify.
7. The Web Services E-Verify Employer Agent agrees to grant E-Verify access only to current employees who need E-Verify access. The Web Services E-Verify Employer Agent must promptly terminate an employee's E-Verify access if the employee is separated from the company or no longer needs access to E-Verify.
8. The Web Services E-Verify Employer Agent agrees to obtain the necessary equipment to use E-Verify as required by the E-Verify rules and regulations as modified from time to time.
9. The Web Services E-Verify Employer Agent agrees to, consistent with applicable laws, regulations, and policies, commit sufficient personnel and resources to meet the requirements of this MOU.
10. The Web Services E-Verify Employer Agent agrees to provide its clients with training on E-Verify processes, policies, and procedures. The E-Verify Employer Agent also agrees to provide its clients with ongoing E-Verify training as needed. E-Verify is not responsible for providing training to clients of E-Verify Employer Agents.
11. The Web Services E-Verify Employer Agent agrees to provide the Employer with the notices described in Article II.B.2 below.
12. The Web Services E-Verify Employer Agent agrees to create E-Verify cases for the Employer it represents in accordance with the E-Verify Manual, the E-Verify Web-Based Tutorial and all other published E-Verify



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rules and procedures. The Web Services E-Verify Employer Agent will create E-Verify cases using information provided by the Employer and will immediately communicate the response back to the Employer. If E-Verify is temporarily unavailable, the three-day time period will be extended until it is again operational in order to accommodate the Web Services E-Verify Employer Agent's attempting, in good faith, to make inquiries on behalf of the Employer during the period of unavailability. If, however, the Web Services interface is unavailable due to no fault of E-Verify, then the three-day time period is not extended. In such a case, the Web Services E-Verify Employer Agent must use the E-Verify browser during the outage.

13. The Web Services E-Verify Employer Agent agrees to ensure that all notices, referral letters and any other materials otherwise including instructions regarding tentative nonconfirmations, will be consistent with the most current E-Verify tentative nonconfirmation notices and referral letters, which are available on E-Verify's website.

14. The Web Services E-Verify Employer Agent agrees that any system or interface it develops will follow the steps for creating E-Verify cases and processing tentative nonconfirmations, as laid out in the ICA, this MOU and the User Manual, including but not limited to allowing an employer to close an invalid case where appropriate, allowing an employer to refer a tentative nonconfirmation only when an employee chooses to contest a tentative nonconfirmation (no automatic referrals), and referring a tentative nonconfirmation to the appropriate agency at the time the employer prints the referral letter and provides the letter to the employee. The Web Services E-Verify Employer Agent understands that any failure to make its system or interface consistent with proper E-Verify procedures can result in DHS terminating the Web Services E-Verify Employer Agent's agreement and access with or without notice.

15. When the Web Services E-Verify Employer Agent receives notice from a client company that it has received a contract with the FAR clause, then the Web Services E-Verify Employer Agent must update the company's E-Verify profile within 30 days of the contract award date.

16. If data is transmitted between the Web Services E-Verify Employer Agent and its client, then the Web Services E-Verify Employer Agent agrees to protect personally identifiable information during transmission to and from the Web Services E-Verify Employer Agent.

17. The Web Services E-Verify Employer Agent agrees to notify DHS immediately in the event of a breach of personal information. Breaches are defined as loss of control or unauthorized access to E-Verify personal data. All suspected or confirmed breaches should be reported by calling 1-888-464-4218 or via email at E-Verify@uscis.dhs.gov. Please use "Privacy Incident – Password" in the subject line of your email when sending a breach report to E-Verify.

18. The Web Services E-Verify Employer Agent agrees to fully cooperate with DHS and SSA in their compliance monitoring and evaluation of E-Verify, including permitting DHS, SSA, their contractors and other agents, upon reasonable notice, to review Forms I-9, employment records, and all records pertaining to the Web Services E-Verify Employer Agent's use of E-Verify, and to interview it and its employees regarding the use of E-Verify, and to respond in a timely and accurate manner to DHS requests for information relating to their participation in E-Verify.

- a. The Web Services E-Verify Employer Agent agrees to cooperate with DHS if DHS requests



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information about the Web Services E-Verify Employer Agent's interface, including requests by DHS to view the actual interface operated by the Web Services E-Verify Employer Agent as well as related business documents. The Web Services E-Verify Employer Agent agrees to demonstrate for DHS the functionality of its interface to E-Verify upon request.

b. The Web Services E-Verify Employer Agent agrees to demonstrate, if requested by DHS, that it has provided training to its clients that meets E-Verify standards. Training programs must provide a focused study of the topics covered in the E-Verify User Manual and pertinent Supplemental Guides. Furthermore, training programs and materials must be updated as E-Verify changes occur. The Web Services E-Verify Employer Agent is encouraged to incorporate information from existing E-Verify materials, including the Enrollment Quick Reference Guide, the E-Verify Employer Agent Client Handbook (formerly known as the Designated Agent Client Handbook), and existing tutorials and manuals into their training program. E-Verify also encourages the Web Services E-Verify Employer Agent to supervise first-time use of the E-Verify browser or Web Services interface by its staff and Employer clients as part of any training program. The Web Services E-Verify Employer Agent agrees to submit its training program materials to DHS for review upon request.

Failure to provide adequate training could, in some instances, lead to penalties as described in Article V.F.1. of this MOU.

19. The Web Services E-Verify Employer Agent shall not make any false or unauthorized claims or references about its participation in E-Verify on its website, in advertising materials, or other media. The Web Services E-Verify Employer Agent shall not describe its services as federally-approved, federally-certified, or federally-recognized, or use language with a similar intent on its website or other materials provided to the public. Entering into this MOU does not mean that E-Verify endorses or authorizes your Web Services E-Verify Employer Agent services and any claim to that effect is false.

20. The Web Services E-Verify Employer Agent shall not state in its website or other public documents that any language used therein has been provided or approved by DHS, USCIS or the Verification Division, without first obtaining the prior written consent of DHS.

21. The Web Services E-Verify Employer Agent agrees that [E-Verify trademarks](#) and logos may be used only under license by DHS/USCIS (see [M-795 \(Web\)](#)) and, other than pursuant to the specific terms of such license, may not be used in any manner that might imply that the Web Services E-Verify Employer Agent's services, products, websites, or publications are sponsored by, endorsed by, licensed by, or affiliated with DHS, USCIS, or E-Verify.

22. The Web Services E-Verify Employer Agent understands that if it uses E-Verify procedures for any purpose other than as authorized by this MOU, the Web Services E-Verify Employer Agent may be subject to appropriate legal action and termination of its participation in E-Verify according to this MOU.

C. RESPONSIBILITIES OF FEDERAL CONTRACTORS

The Web Services E-Verify Employer Agent shall ensure that the Web Services E-Verify Employer Agent and the Employers it represents carry out the following responsibilities if the Employer is a Federal contractor or becomes a federal contractor. The Web Services E-Verify Employer Agent should instruct the client to keep the Web Services E-Verify Employer Agent informed about any changes or updates related to federal contracts. It is the Web Services E-Verify Employer Agent's responsibility to ensure that its clients are in compliance



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with all E-Verify policies and procedures.

1. If the Employer is a Federal contractor with the FAR E-Verify clause subject to the employment verification terms in Subpart 22.18 of the FAR, it will become familiar with and comply with the most current version of the E-Verify User Manual for Federal Contractors as well as the E-Verify Supplemental Guide for Federal Contractors.
2. In addition to the responsibilities of every employer outlined in this MOU, the Employer understands that if it is a Federal contractor subject to the employment verification terms in Subpart 22.18 of the FAR it must verify the employment eligibility of any “employee assigned to the contract” (as defined in FAR 22.1801). Once an employee has been verified through E-Verify by the Employer, the Employer may not reverify the employee through E-Verify.
 - a. An Employer that is not enrolled in E-Verify as a Federal contractor at the time of a contract award must enroll as a Federal contractor in the E-Verify program within 30 calendar days of contract award and, within 90 days of enrollment, begin to verify employment eligibility of new hires using E-Verify. The Employer must verify those employees who are working in the United States, whether or not they are assigned to the contract. Once the Employer begins verifying new hires, such verification of new hires must be initiated within three business days after the hire date. Once enrolled in E-Verify as a Federal contractor, the Employer must begin verification of employees assigned to the contract within 90 calendar days after the date of enrollment or within 30 days of an employee’s assignment to the contract, whichever date is later.
 - b. Employers enrolled in E-Verify as a Federal contractor for 90 days or more at the time of a contract award must use E-Verify to begin verification of employment eligibility for new hires of the Employer who are working in the United States, whether or not assigned to the contract, within three business days after the date of hire. If the Employer is enrolled in E-Verify as a Federal contractor for 90 calendar days or less at the time of contract award, the Employer must, within 90 days of enrollment, begin to use E-Verify to initiate verification of new hires of the contractor who are working in the United States, whether or not assigned to the contract. Such verification of new hires must be initiated within three business days after the date of hire. An Employer enrolled as a Federal contractor in E-Verify must begin verification of each employee assigned to the contract within 90 calendar days after date of contract award or within 30 days after assignment to the contract, whichever is later.
 - c. Federal contractors that are institutions of higher education (as defined at 20 U.S.C. 1001(a)), state or local governments, governments of Federally recognized Indian tribes, or sureties performing under a takeover agreement entered into with a Federal agency under a performance bond may choose to only verify new and existing employees assigned to the Federal contract. Such Federal contractors may, however, elect to verify all new hires, and/or all existing employees hired after November 6, 1986. Employers in this category must begin verification of employees assigned to the contract within 90 calendar days after the date of enrollment or within 30 days of an employee’s assignment to the contract, whichever date is later.
 - d. Upon enrollment, Employers who are Federal contractors may elect to verify employment eligibility of all existing employees working in the United States who were hired after November 6, 1986, instead of verifying only those employees assigned to a covered Federal contract. After enrollment, Employers must elect to verify existing staff following DHS procedures and begin E-Verify verification of all



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existing employees within 180 days after the election.

e. The Employer may use a previously completed Form I-9 as the basis for creating an E-Verify case for an employee assigned to a contract as long as:

- i. That Form I-9 is complete (including the SSN) and complies with Article II.A.6,
- ii. The employee's work authorization has not expired, and
- iii. The Employer has reviewed the information reflected in the Form I-9 either in person or in communications with the employee to ensure that the employee's Section 1, Form I-9 attestation has not changed (including, but not limited to, a lawful permanent resident alien having become a naturalized U.S. citizen).

f. The Employer shall complete a new Form I-9 consistent with Article II.A.6 or update the previous Form I-9 to provide the necessary information if:

- i. The Employer cannot determine that Form I-9 complies with Article II.A.6,
- ii. The employee's basis for work authorization as attested in Section 1 has expired or changed, or
- iii. The Form I-9 contains no SSN or is otherwise incomplete.

Note: If Section 1 of Form I-9 is otherwise valid and up-to-date and the form otherwise complies with Article II.C.5, but reflects documentation (such as a U.S. passport or Form I-551) that expired after completing Form I-9, the Employer shall not require the production of additional documentation, or use the photo screening tool described in Article II.A.5, subject to any additional or superseding instructions that may be provided on this subject in the E-Verify User Manual.

g. The Employer agrees not to require a second verification using E-Verify of any assigned employee who has previously been verified as a newly hired employee under this MOU or to authorize verification of any existing employee by any Employer that is not a Federal contractor based on this Article.

3. The Employer understands that if it is a Federal contractor, its compliance with this MOU is a performance requirement under the terms of the Federal contract or subcontract, and the Employer consents to the release of information relating to compliance with its verification responsibilities under this MOU to contracting officers or other officials authorized to review the Employer's compliance with Federal contracting requirements.

D. RESPONSIBILITIES OF SSA

1. SSA agrees to allow DHS to compare data provided by the Employer (through the E-Verify Employer Agent) against SSA's database. SSA sends DHS confirmation that the data sent either matches or does not match the information in SSA's database.

2. SSA agrees to safeguard the information the Employer provides (through the E-Verify Employer Agent) through E-Verify procedures. SSA also agrees to limit access to such information, as is appropriate by law, to individuals responsible for the verification of Social Security numbers or responsible for evaluation of E-Verify or such other persons or entities who may be authorized by SSA as governed by the Privacy Act (5 U.S.C. § 552a), the Social Security Act (42 U.S.C. 1306(a)), and SSA regulations (20 CFR Part 401).



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3. SSA agrees to provide case results from its database within three Federal Government work days of the initial inquiry. E-Verify provides the information to the E-Verify Employer Agent.
4. SSA agrees to update SSA records as necessary if the employee who contests the SSA tentative nonconfirmation visits an SSA field office and provides the required evidence. If the employee visits an SSA field office within the eight Federal Government work days from the date of referral to SSA, SSA agrees to update SSA records, if appropriate, within the eight-day period unless SSA determines that more than eight days may be necessary. In such cases, SSA will provide additional instructions to the employee. If the employee does not visit SSA in the time allowed, E-Verify may provide a final nonconfirmation to the E-Verify Employer Agent.

Note: If an Employer experiences technical problems, or has a policy question, the employer should contact E-Verify at 1-888-464-4218.

E. RESPONSIBILITIES OF DHS

1. DHS agrees to provide the Employer with selected data from DHS databases to enable the Employer (through the E-Verify Employer Agent) to conduct, to the extent authorized by this MOU:
 - a. Automated verification checks on alien employees by electronic means, and
 - b. Photo verification checks (when available) on employees.
2. DHS agrees to assist the E-Verify Employer Agent with operational problems associated with its participation in E-Verify. DHS agrees to provide the E-Verify Employer Agent names, titles, addresses, and telephone numbers of DHS representatives to be contacted during the E-Verify process.
3. DHS agrees to provide to the E-Verify Employer Agent with access to E-Verify training materials as well as an E-Verify User Manual that contain instructions on E-Verify policies, procedures, and requirements for both SSA and DHS, including restrictions on the use of E-Verify.
4. DHS agrees to train E-Verify Employer Agents on all important changes made to E-Verify through the use of mandatory refresher tutorials and updates to the E-Verify User Manual. Even without changes to E-Verify, DHS reserves the right to require E-Verify Employer Agents to take mandatory refresher tutorials.
5. DHS agrees to provide to the Employer (through the E-Verify Employer Agent) a notice, which indicates the Employer's participation in E-Verify. DHS also agrees to provide to the Employer anti-discrimination notices issued by the Office of Special Counsel for Immigration-Related Unfair Employment Practices (OSC), Civil Rights Division, U.S. Department of Justice.
6. DHS agrees to issue each of the E-Verify Employer Agent's E-Verify users a unique user identification number and password that permits them to log in to E-Verify.
7. DHS agrees to safeguard the information the Employer provides (through the E-Verify Employer Agent), and to limit access to such information to individuals responsible for the verification process, for evaluation of E-Verify, or to such other persons or entities as may be authorized by applicable law. Information will be used only to verify the accuracy of Social Security numbers and employment eligibility, to enforce the INA and Federal criminal laws, and to administer Federal contracting requirements.



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8. DHS agrees to provide a means of automated verification that provides (in conjunction with SSA verification procedures) confirmation or tentative nonconfirmation of employees' employment eligibility within three Federal Government work days of the initial inquiry.
9. DHS agrees to provide a means of secondary verification (including updating DHS records) for employees who contest DHS tentative nonconfirmations and photo mismatch tentative nonconfirmations. This provides final confirmation or nonconfirmation of the employees' employment eligibility within 10 Federal Government work days of the date of referral to DHS, unless DHS determines that more than 10 days may be necessary. In such cases, DHS will provide additional verification instructions.

ARTICLE III REFERRAL OF INDIVIDUALS TO SSA AND DHS

A. REFERRAL TO SSA

1. If the Employer receives a tentative nonconfirmation issued by SSA, the Employer must print the notice as directed by E-Verify. The Employer must promptly notify employees in private of the finding and provide them with the notice and letter containing information specific to the employee's E-Verify case. The Employer also agrees to provide both the English and the translated notice and letter for employees with limited English proficiency to employees. The Employer agrees to provide written referral instructions to employees and instruct affected employees to bring the English copy of the letter to the SSA. The Employer must allow employees to contest the finding, and not take adverse action against employees if they choose to contest the finding, while their case is still pending.
2. The Employer agrees to obtain the employee's response about whether he or she will contest the tentative nonconfirmation as soon as possible after the Employer receives the tentative nonconfirmation. Only the employee may determine whether he or she will contest the tentative nonconfirmation.
3. After a tentative nonconfirmation, the Employer will refer employees to SSA field offices only as directed by E-Verify. The Employer must record the case verification number, review the employee information submitted to E-Verify to identify any errors, and find out whether the employee contests the tentative nonconfirmation. The Employer will transmit the Social Security number, or any other corrected employee information that SSA requests, to SSA for verification again if this review indicates a need to do so.
4. The Employer will instruct the employee to visit an SSA office within eight Federal Government work days. SSA will electronically transmit the result of the referral to the Employer within 10 Federal Government work days of the referral unless it determines that more than 10 days is necessary.
5. While waiting for case results, the Employer agrees to check the E-Verify system regularly for case updates.
6. The Employer agrees not to ask the employee to obtain a printout from the Social Security Administration number database (the Numident) or other written verification of the SSN from the SSA.



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B. REFERRAL TO DHS

1. If the Employer receives a tentative nonconfirmation issued by DHS, the Employer must promptly notify employees in private of the finding and provide them with the notice and letter containing information specific to the employee's E-Verify case. The Employer also agrees to provide both the English and the translated notice and letter for employees with limited English proficiency to employees. The Employer must allow employees to contest the finding, and not take adverse action against employees if they choose to contest the finding, while their case is still pending.
2. The Employer agrees to obtain the employee's response about whether he or she will contest the tentative nonconfirmation as soon as possible after the Employer receives the tentative nonconfirmation. Only the employee may determine whether he or she will contest the tentative nonconfirmation.
3. The Employer agrees to refer individuals to DHS only when the employee chooses to contest a tentative nonconfirmation.
4. If the employee contests a tentative nonconfirmation issued by DHS, the Employer will instruct the employee to contact DHS through its toll-free hotline (as found on the referral letter) within eight Federal Government work days.
5. If the Employer finds a photo mismatch, the Employer must provide the photo mismatch tentative nonconfirmation notice and follow the instructions outlined in paragraph 1 of this section for tentative nonconfirmations, generally.
6. The Employer agrees that if an employee contests a tentative nonconfirmation based upon a photo mismatch, the Employer will send a copy of the employee's Form I-551, Form I-766, U.S. Passport, or passport card to DHS for review by:
 - a. Scanning and uploading the document, or
 - b. Sending a photocopy of the document by express mail (furnished and paid for by the employer).
7. The Employer understands that if it cannot determine whether there is a photo match/mismatch, the Employer must forward the employee's documentation to DHS as described in the preceding paragraph. The Employer agrees to resolve the case as specified by the DHS representative who will determine the photo match or mismatch.
8. DHS will electronically transmit the result of the referral to the Employer within 10 Federal Government work days of the referral unless it determines that more than 10 days is necessary.
9. While waiting for case results, the Employer agrees to check the E-Verify system regularly for case updates.



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ARTICLE IV SERVICE PROVISIONS

A. NO SERVICE FEES

1. SSA and DHS will not charge the Employer or the Web Services E-Verify Employer Agent 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 SYSTEM SECURITY AND MAINTENANCE

A. DEVELOPMENT REQUIREMENTS

1. Software developed by Web Services E-Verify Employer Agents must comply with federally-mandated information security policies and industry security standards to include but not limited to:

- a. Public Law 107-347, "E-Government Act of 2002, Title III, Federal Information Security Management Act (FISMA)," December 2002.
- b. Office of Management and Budget (OMB) Memorandum (M-10-15), "FY 2010 Reporting Instructions for the Federal Information Security Management Act and Agency Privacy Management," April 2010.
- c. National Institute of Standards and Technology (NIST) Special Publication (SP) and Federal Information Processing Standards Publication (FIPS).
- d. International Organization for Standardization/International Electrotechnical Commission (ISO/IEC) 27002, Information Technology — Security Techniques — Code of Practice for Information Security Management.

2. The Web Services E-Verify Employer Agent agrees to update its Web Services interface to reflect system enhancements within six months from the date DHS notifies the Web Services User of the system update. The Web Services User will receive notice from DHS in the form of an Interface Control Agreement (ICA). The Web Services E-Verify Employer Agent agrees to institute changes to its interface as identified in the ICA, including all functionality identified and all data elements detailed therein.

3. The Web Services E-Verify Employer Agent agrees to demonstrate progress of its efforts to update its Web Services interface if and when DHS requests such progress reports.

4. The Web Services E-Verify Employer Agent acknowledges that if its system enhancements are not completed to the satisfaction of DHS or its assignees within six months from the date DHS notifies the Web Services User of the system update, then the Web Services User's E-Verify account may be suspended, and support for previous releases of E-Verify may no longer be available to the Web Services User. The Web Services E-Verify Employer Agent also acknowledges that DHS may suspend the Web Services User's account after the six-month period has elapsed.

5. The Web Services E-Verify Employer Agent agrees to incorporate error handling logic into its development or software to accommodate and act in a timely fashion should an error code be returned.



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6. The Web Services E-Verify Employer Agent agrees to complete the technical requirements testing which is confirmed upon receiving approval of test data and connectivity between the Web Services E-Verify Employer Agent and DHS.
7. DHS will not reimburse any Web Services E-Verify Employer Agent or software developer who has expended resources in the development or maintenance of a Web Services interface if that party is unable, or becomes unable, to meet any of the requirements set forth in this MOU.
8. Housing, development, infrastructure, maintenance, and testing of the Web Services applications may take place outside the United States and its territories, but testing must be conducted to ensure that the code is correct and secure.
9. If the Web Services E-Verify Employer Agent includes an electronic Form I-9 as part of its interface, then it must comply with the standards for electronic retention of Form I-9 found in 8 CFR 274a.2(e).

B. INFORMATION SECURITY REQUIREMENTS

Web Services E-Verify Employer Agents performing verification services under this MOU must ensure that information that is shared between the Web Services E-Verify Employer Agent and DHS is appropriately protected comparable to the protection provided when the information is within the DHS environment [OMB Circular A-130 Appendix III].

To achieve this level of information security, the Web Services E-Verify Employer Agent agrees to institute the following procedures:

1. Conduct periodic assessments of risk, including the magnitude of harm that could result from the unauthorized access, use, disclosure, disruption, modification, or destruction of information and information systems that support the operations and assets of the DHS, SSA, and the Web Services E-Verify Employer Agent and its clients;
2. Develop policies and procedures that are based on risk assessments, cost-effectively reduce information security risks to an acceptable level, and ensure that information security is addressed throughout the life cycle of each organizational information system;
3. Implement subordinate plans for providing adequate information security for networks, facilities, information systems, or groups of information systems, as appropriate;
4. Conduct security awareness training to inform the Web Services E-Verify Employer Agent's personnel (including contractors and other users of information systems that support the operations and assets of the organization) of the information security risks associated with their activities and their responsibilities in complying with organizational policies and procedures designed to reduce these risks;
5. Develop periodic testing and evaluation of the effectiveness of information security policies, procedures, practices, and security controls to be performed with a frequency depending on risk, but no less than once per year;



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6. Develop a process for planning, implementing, evaluating, and documenting remedial actions to address any deficiencies in the information security policies, procedures, and practices of the organization;
7. Implement procedures for detecting, reporting, and responding to security incidents;
8. Create plans and procedures to ensure continuity of operations for information systems that support the operations and assets of the organization;
9. In information-sharing environments, the information owner is responsible for establishing the rules for appropriate use and protection of the subject information and retains that responsibility even when the information is shared with or provided to other organizations [NIST SP 800-37].
10. DHS reserves the right to restrict Web Services calls from certain IP addresses.
11. DHS reserves the right to audit the Web Services E-Verify Employer Agent's application.
12. Web Services E-Verify Employer Agents and Software Developers agree to cooperate willingly with the DHS assessment of information security and privacy practices used by the company to develop and maintain the software.

C. DATA PROTECTION AND PRIVACY REQUIREMENTS

1. Web Services E-Verify Employer Agents must practice proper Internet security; this means using HTTP over SSL/TLS (also known as HTTPS) when accessing DHS information resources such as E-Verify [NIST SP 800-95]. Internet security practices like this are necessary because Simple Object Access Protocol (SOAP), which provides a basic messaging framework on which Web Services can be built, allows messages to be viewed or modified by attackers as messages traverse the Internet and is not independently designed with all the necessary security protocols for E-Verify use.
2. In accordance with DHS standards, the Web Services E-Verify Employer Agent agrees to maintain physical, electronic, and procedural safeguards to appropriately protect the information shared under this MOU against loss, theft, misuse, unauthorized access, and improper disclosure, copying use, modification or deletion.
3. Any data transmission requiring encryption shall comply with the following standards:
 - Products using FIPS 197 Advanced Encryption Standard (AES) algorithms with at least 256-bit encryption that has been validated under FIPS 140-2.
 - NSA Type 2 or Type 1 encryption.
4. User ID Management (Set Standard): All information exchanged between the parties under this MOU will be done only through authorized Web Services E-Verify Employer Agent representatives identified above.
5. The Web Services E-Verify Employer Agent agrees to use the E-Verify browser instead of its own interface if it has not yet upgraded its interface to comply with the Federal Acquisition Regulation (FAR) system changes. In addition, Web Services E-Verify Employer Agents whose interfaces do not support the Form I-9 from 2/2/2009 or 8/7/2009 should also use the E-Verify browser until the system upgrade is completed.



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6. The Web Services E-Verify Employer Agent agrees to use the E-Verify browser instead of its own interface if it has not completed updates to its system within six months from the date DHS notifies the Web Services E-Verify Employer Agent of the system update. The Web Services E-Verify Employer Agent can resume use of its interface once it is up-to-date, unless the Web Services E-Verify Employer Agent has been suspended or terminated from continued use of the system.

D. COMMUNICATIONS

1. Web Services E-Verify Employer Agents and Software Developers agree to develop an electronic system that is not subject to any agreement that would restrict access to and use of by an agency of the United States.
2. The Web Services E-Verify Employer Agent agrees to develop effective controls to ensure the integrity, accuracy and reliability of its electronic system.
3. The Web Services E-Verify Employer Agent agrees to develop an inspection and quality assurance program that regularly, at least once per year, evaluates the electronic system, and includes periodic checks of electronically stored information. The Web Services E-Verify Employer Agent agrees to share the results of its regular inspection and quality assurance program with DHS upon request.
4. The Web Services E-Verify Employer Agent agrees to develop an electronic system with the ability to produce legible copies of applicable notices, letters, etc.
5. All information exchanged between the parties under this MOU will be in accordance with applicable laws, regulations, and policies, including but not limited to, information security guidelines of the sending party with respect to any information that is deemed Personally Identifiable Information (PII), including but not limited to the employee or applicant's Social Security number, alien number, date of birth, or other information that may be used to identify the individual.
6. Suspected and confirmed information security breaches must be reported to DHS according to Article II.A.17. Reporting such breaches does not relieve the Web Services E-Verify Employer Agent from further requirements as directed by state and local law. The Web Services E-Verify Employer Agent is subject to applicable state laws regarding data protection and incident reporting in addition to the requirements herein.

E. SOFTWARE DEVELOPER RESTRICTIONS

1. The Web Services E-Verify Employer Agent agrees that if it develops a Web Services interface and sells such interface, then it can be held liable for any misuse by the company that purchases the interface. It is the responsibility of the Web Services E-Verify Employer Agent to ensure that its interface is used in accordance with E-Verify policies and procedures.
2. The Web Services E-Verify Employer Agent agrees to provide software updates to each client who purchases its software. Because of the frequency Web Services updates, an ongoing relationship between the software developer and the client is necessary.



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3. DHS reserves the right to terminate the access of any software developer with or without notice who creates or uses an interface that does not comply with E-Verify procedures.

4. Web Services Software Developers pursuing software development independent of serving clients as a Web Services E-Verify Employer Agent are not eligible to receive an ICA. At this time, E-Verify does not permit Web Services software development without also being a Web Services E-Verify Employer Agent or Web Services Employer.

F. PENALTIES

1. The Web Services E-Verify Employer Agent agrees that any failure on its part to comply with the terms of the MOU may result in account suspension, termination, or other adverse action.

2. DHS is not liable for any financial losses to Web Services E-Verify Employer Agent, its clients, or any other party as a result of your account suspension or termination.

ARTICLE VI 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 Web Services E-Verify Employer Agent may terminate this MOU and its participation in E-Verify at any time upon 30 days prior written notice to the other parties. In addition, any Employer represented by the Web Services E-Verify Employer Agent may voluntarily terminate its MOU upon giving DHS 30 days' written notice. The Web Services E-Verify Employer Agent may not refuse to terminate the Employer based upon an outstanding bill for verification services.

2. Notwithstanding Article V, part A of this MOU, DHS may terminate this MOU, and thereby the Web Services E-Verify Employer Agent'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 Web Services E-Verify Employer Agent or Employer, or a failure on the part of either party 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.



Company ID Number: 571783

Client Company ID Number: 1426448

3. A Web Services E-Verify Employer Agent for 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 Web Services E-Verify Employer Agent must provide written notice to DHS. If the Web Services E-Verify Employer Agent 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 Web Services E-Verify Employer Agent agrees that E-Verify is not liable for any losses, financial or otherwise, if the Web Services E-Verify Employer Agent or the Employer is terminated from E-Verify.

ARTICLE VII 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 Web Services E-Verify Employer Agent, its agents, officers, or employees.

C. The Web Services E-Verify Employer Agent 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 Web Services E-Verify Employer Agent or 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 Web Services E-Verify Employer Agent or the Employer.

E. The Web Services E-Verify Employer Agent understands that its participation in E-Verify is not confidential information and may be disclosed as authorized or required by law and DHS or SSA policy, including but not limited to, Congressional oversight, E-Verify publicity and media inquiries, determinations of compliance with Federal contractual requirements, and responses to inquiries under the Freedom of Information Act (FOIA).

F. The individuals whose signatures appear below represent that they are authorized to enter into this MOU on behalf of the Employer, the Web Services E-Verify Employer Agent and DHS respectively. The Web Services E-Verify Employer Agent understands that any inaccurate statement, representation, data or other information provided to DHS may subject the Web Services E-Verify Employer Agent, as the case may be, 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.



Company ID Number: 571783



Client Company ID Number: 1426448

G. The foregoing constitutes the full agreement on this subject between DHS, the Employer, and the E-Verify Employer Agent. Thompson Holdings, Inc (Employer) hereby designates and appoint Paylocity Corporation (E-Verify Employer Agent) including its officers and employees, as the E-Verify Employer Agent for the purpose of carrying out (Employer) responsibilities under the MOU between the Employer, the E-Verify Employer Agent, and DHS.
If you have any questions, contact E-Verify at 1-888-464-4218.



Company ID Number: 571783

Client Company ID Number: 1426448

Approved by:

Employer	
Thompson Holdings, Inc	
Name (Please Type or Print) Chacyra Lloyd	Title
Signature Electronically Signed	Date 06/27/2019
E-Verify Employer Agent	
Paylocity Corporation	
Name (Please Type or Print) Chacyra Lloyd	Title
Signature Electronically Signed	Date 06/27/2019
Department of Homeland Security – Verification Division	
Name (Please Type or Print) USCIS Verification Division	Title
Signature Electronically Signed	Date 07/03/2019



Company ID Number: 571783

Client Company ID Number: 1426448

Information Required for the E-Verify Program	
Information relating to your Company:	
Company Name	Thompson Holdings, Inc
Company Facility Address	2970 Cottage Hill Road Suite 190 Mobile, AL 36606
Company Alternate Address	2970 Cottage Hill Road Suite 190 Mobile, AL 36606
County or Parish	MOBILE
Employer Identification Number	721381313
North American Industry Classification Systems Code	541
Parent Company	
Number of Employees	500 to 999
Number of Sites Verified for	19 site(s)



Company ID Number: 571783



Client Company ID Number: 1426448

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	1
LA	3
MS	2
NC	1
TN	5



Company ID Number: 571783

Client Company ID Number: 1426448

Information relating to the Program Administrator(s) for your Company on policy questions or operational problems:

Name Chad Brown
Phone Number 2515103156
Fax
Email cbrown@thompsonengineering.com

Name Bill Morgan
Phone Number 2515186299
Fax
Email bmogan@thompsonengineering.com

Name Edna Lugo
Phone Number 2515250227
Fax
Email elugo@thompsonengineering.com



Company ID Number: 571783



Client Company ID Number: 1426448

This list represents the first 20 Program Administrators listed for this company.

EXHIBIT H: SUBCONTRACTING PLAN AND DBE UTILIZATION REPORT



City of Mobile

Office of Supplier Diversity

Request of Waiver of DBE Goal

The City of Mobile establishes an overall goal of 15% utilization of socially and economically disadvantaged businesses for all public spending or private projects that utilize public funding and/or incentives.

Use this form to request a waiver of DBE goals on a City of Mobile Bid, RFP, solicitation or contract. You can download a PDF fill-in version of this form at <https://cityofmobile.sharepoint.com/sites/COMPortal>.

Contact the Office of Supplier Diversity at 251-208-7967 if you require assistance with completing this or any other DBE form.

**This form should be completed by the City department requesting a waiver.
Upon completion, submit the form to the Office of Supplier Diversity
by email at officeofsupplierdiversity@cityofmobile.org.**



City of Mobile
Office of Supplier Diversity

**REQUEST FOR WAIVER OF DISADVANTAGED BUSINESS
ENTERPRISE (DBE) GOAL**

Bid/RFP/P.O./Solicitation/Other# Project No.2026-3005-06 Current Date 2 / 19 / 26

Project Description Mobile River Fender System Replacement - COM Project No 2026-3005-06

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.

Due to the specific and specialized nature of the scope of work, as well as the urgent timeline working around the

cruise line, DBE services were not met. The vendors needed for this project must meet certain

specifications. Those vendors do not qualify as DBE.

Requested By (Department Director)

[Signature]
(Signature)

CITY ENGINEER
(Title)

2-20-2026
(Date)

251-208-7243
Telephone Number

forrestercity@mobile.gov
Email Address

Reviewed By (Office of Supplier Diversity)

Archnique Kidd

Small Business Development Manager

2/23/2026

(Signature)

(Title)

(Date)

Approved By (CAO)



CAPITAL CONTRACT SUMMARY SHEET

C#5702 - JASON KRAUSE
C#5703 - GREG MURPHY
C#5704- ALMZA BOTA
C#5705- BRENDA J. PIERCE
C#5706- WILLIAM GUMP
C#5707- MARY E ZOGHBY
C#5708- KAREN Z CHARNOCK



AGENDA ITEM SUMMARY SHEET

Agenda of: March 3, 2026

Submitted by:

Carleen Stout, Dep Dir-Real Estate/Asset Mgmt
John Forrester, City Engineer

Sponsored by:

Spiro Cheriogotis, INACTIVE
Cory Penn, Councilmember

Purpose and Scope of Project:

Grant a Permanent Drainage Easement, Permanent Utility Easement, and/or a Permanent Drainage Easement with Temporary Construction Easement Agreement for tracts 2, 3, 4, 6, 10, and 12 of land for the 2018-3005-11 CIP Woodcock Creek, West Branch Drainage Improvements project.

Amount of Contract:

11903.00

Funding Source

C077 CIP Woodcock Drainage - Mt Islands - FL

ATTACHMENTS:

1. Tract 2- Signed Easement
2. Tract 3- Signed Easement
3. Tract 4- Signed Easement
4. Tract 6- Signed Easement
5. Tract 10- Signed Easement
6. Tract 12- Signed Easement
7. Resolution - Woodcock (1)

REVIEWERS:

Stacey Howard
Carleen Stout

Brenda Rhodes
Cherlina Monteiro
James Barber

CAPITAL CONTRACT SUMMARY SHEET

(2 COPIES REQUIRED)

CONTRACT #

PROJECT NAME: Woodcock Creek Drainage Easement

CAPITAL PROJECT # C0777

DATE OF RECEIPT 02/04/2026

DEPT. PROJECT # 2018-3005-11

PROJECT DESCRIPTION CIP Woodcock Creek, West Branch Drainage

Permanent Drainage Easement and Permanent Utility Easement

CONTRACT AMOUNT \$ 1,417.00

VENDOR NAME Jason Mark Krause

VENDOR NUMBER 300223

DEPT # 3005

DEPT NAME Engineering

CONTRACT ADMINISTRATOR John Forrester

Please Select by circling one (Type):

Architectural

Engineering

Testing

Professional Services

Construction (Unit Price)* Construction**

ROW (Acquisitions)

Performance-Contributed Contractual

NonContractual

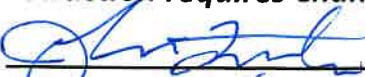
RETAINAGE INFORMATION:

SHOULD RETAINAGE BE WITHHELD? Y___ N ☒; 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:


Mary W. Daffin

Date 2/4/2026

Revised 5/16/2022 Tiffany Hollins

**PERMANENT DRAINAGE EASEMENT
AND
PERMANENT UTILITY EASEMENT**

STATE OF ALABAMA)

COUNTY OF MOBILE)

KNOW ALL MEN BY THESE PRESENTS, that the undersigned, **JASON MARK KRAUSE and BRANDON TOOMEY, a married couple**, (hereinafter referred to as "Grantors") for and in consideration of the amount of One thousand four hundred seventeen and No/100 (\$1,417.00) Dollars, cash in hand paid to the undersigned by **THE CITY OF MOBILE**, a municipal corporation of the State of Alabama, (hereafter "**City**"), and the **BOARD OF WATER AND SEWER COMMISSIONERS OF THE CITY OF MOBILE**, a public corporation of the State of Alabama, (hereafter "**Board**"), (the City and Board hereafter collectively referred to as "**Grantees**") receipt whereof is hereby acknowledged, and for the further consideration of the general benefit which will accrue to the public, DO HEREBY, to the extent of Grantors' power and authority to do so, and subject to the terms and conditions set forth herein, **REMISE, RELEASE, QUITCLAIM and CONVEY** unto the following **GRANTEES**:

1. The CITY, their successors and assigns, a permanent drainage easement full and free right, liberty and authority to enter upon and to construct, operate and maintain a storm drainage sewer and/or ditch, or other such drainage improvements as deemed necessary and appropriate by the Grantee for the Project No. 2018-3005-11, 2018 CIP Woodcock Creek, West Branch Drainage Improvements and any future projects along this easement, over, under and across the following described land, and;

**SEE "EXHIBIT A" ATTACHED HERETO
AS SHOWN IN "EXHIBIT B"**

It is understood between the parties that the rights in and to the above described property which the Grantors are relinquishing by this instrument include, but are not limited to, the right to plant and grow shade and ornamental trees on said property, and the right to place any structure, vehicle or other personal property on any part of the property above described, either temporarily or permanently. The CITY shall have the right to install fencing or 6-foot privacy fence to other improvements within the easement boundary line. Any such fencing or improvements shall be deemed a one-time installation only. The CITY shall have no duty or obligation to maintain, repair, replace, inspect, or assume liability for said fencing or improvements and all maintenance and upkeep shall be the sole responsibility of the Grantor, its successors, and assigns. Nothing herein shall be construed as an acceptance by the CITY of any maintenance responsibility.

TO HAVE AND TO HOLD, the said permanent drainage easement unto the Grantees, their successors and assigns, as appurtenant to its storm drainage sewer and/or ditch, or other drainage improvements deemed appropriate and/or necessary so long as the CITY, its successors and assigns,

shall continue to operate and use for such purposes the storm drainage sewer and/or ditch, or other such drainage improvements constructed thereon or thereunder; and,

2. The **BOARD**, their successors and assigns, a permanent utility easement for construction, operation, inspection, maintenance, replacement and removal of a utility line under the soil of the same strip of land running across the Grantor's parcel of real property, in the County of Mobile, State of Alabama which strip and easement are more particularly described as follows:

**SEE EXHIBIT "A" ATTACHED HERETO
AS SHOWN IN EXHIBIT "B"**

TO HAVE AND TO HOLD unto **BOARD**, its successors and assigns, for so long as the Grantees, its successors and assigns, shall continue to use said easement for such purposes as stated herein.

Except as otherwise provided herein, Grantees do hereby obtain all the rights and privileges necessary or convenient for the full enjoyment or use of said easement, including the right of necessary and reasonable ingress and egress by the agents and employees of Grantees, their successors and assigns, over, and across the strip of land hereinabove described for the purpose of laying, inspecting, repairing, and maintaining said line or lines under the soil along said strip.

It is understood and agreed by all parties hereto that the rights hereby granted are subject to the following terms and conditions:

- a. This easement is made subject to any and all liens, encumbrances, easements, rights of way and all other matters recorded in the office of the Judge of Probate, Mobile County, Alabama.
- b. All construction and maintenance of the utility line or lines will be the full responsibility of the **BOARD**.
- c. **BOARD** covenants that the initial improvements to the Subject Property will be in substantial compliance with the CITY'S storm water ordinances and with those engineering drawings prepared by Michael Baker International which such drawings are hereby incorporated by reference herein as a part hereof. The said utility line shall be constructed only after approval by the CITY'S Engineering Department via the CITY'S Land Disturbance Permitting Process.
- d. Any City owned drainage improvements and/or structures are to be identified, noted and protected on plans submitted via the CITY'S Land Disturbance Permitting Process.
- e. **BOARD**, in the construction or maintenance of the utility line, will not be permitted to interfere with maintenance operations, nor alter the hydraulic capacity or function of any adjacent drainage systems. Any damage to the said drainage systems resulting from activities by the **BOARD** will be repaired or replaced to design capacity and function at **BOARD**'S sole expense.
- f. Any and all lands and /or improvements, disturbed in the utilization of the rights hereby granted will be restored by the **BOARD** to a condition substantially the same as existed immediately prior to said disturbance; **BOARD** must establish vegetation or provide other means of erosion control

on all areas disturbed by any of its activities and any erosion caused by its activities must be repaired all at no direct cost to the GRANTORS.

- g. The easement granted hereby may not be conveyed by the BOARD without the written consent of the GRANTORS, which such consent will be granted or withheld at the sole discretion of the GRANTORS.
- h. Except as otherwise provided herein, BOARD does hereby obtain all rights and privileges necessary or convenient for full enjoyment or use of said easement.
- i. In consideration of the above, Grantor hereby releases City from all consequential damages, present, or prospective to the property of Grantor, arising out of construction, maintenance or repair of said easement.
- j. The rights conveyed pursuant to this easement shall be deemed conveyed when this instrument is signed by all parties hereto.

IN WITNESS WHEREOF, this instrument is executed this the 4th day of February, 202~~3~~²⁰

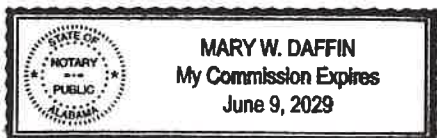
GRANTORS/OWNERS:

Jason Mark Krause
Jason Mark Krause (printed name)
Brandon Toomey
Brandon Toomey (printed name)

STATE OF ALABAMA)
COUNTY OF MOBILE)

I, the undersigned, a Notary Public in and for said County in said State, hereby certify that Jason Mark Krause and Brandon Toomey, whose names are signed to the foregoing instrument, and who are known to me, acknowledged before me on this day that, being informed of the contents of said instrument, they executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this the 4th day of February, 202~~3~~²⁰



Mary W. Daffin
Notary Public, State of Alabama

My Commission Expires: June 9, 2029

GRANTEE:
**BOARD OF WATER AND SEWER
COMMISSIONERS OF THE CITY OF MOBILE,**
a Public Corporation

By: _____
Daryl B. Russell
Its: Director of Planning & Market Development

STATE OF ALABAMA)
COUNTY OF MOBILE)

I, the undersigned, a Notary Public in and for said County in said State, hereby certify that Daryl B. Russell as Director of Planning & Market Development of the Board of Water and Sewer Commissioners of the City of Mobile, a public corporation, is signed to the foregoing conveyance, and who is known to me, acknowledged before me on this day that, being informed of the contents of the above and foregoing conveyance, that he, as such officer and with full authority, executed the same voluntarily for and as the act of said public corporation, on the day the same bears date.

Given under my hand and official seal this the ____ day of _____ 20__.

Notary Public, State of Alabama
My Commission Expires: _____

GRANTEE:
CITY OF MOBILE, a Municipal Corporation

By: _____
Spiro N. Cheriogotis, Mayor

ATTEST:

City Clerk, Lisa C. Lambert

Grantees:
Board of Water and Sewer Commissioners
of the City of Mobile
207 N. Catherine Street
Mobile, AL 36603

City of Mobile
P.O. Box 1827
Mobile, AL 36633-1827

Grantors:
Jason Mark Krause and Brandon Toomey
2614 Walton Avenue
Mobile, AL 36606

This instrument prepared by:
City of Mobile
P.O. Box 1827
Mobile, AL 36633

EXHIBIT "A"
CITY OF MOBILE PROJECT NUMBER
2018-3005-11, WOODCOCK CREEK

TRACT 2

State of Alabama
County of Mobile

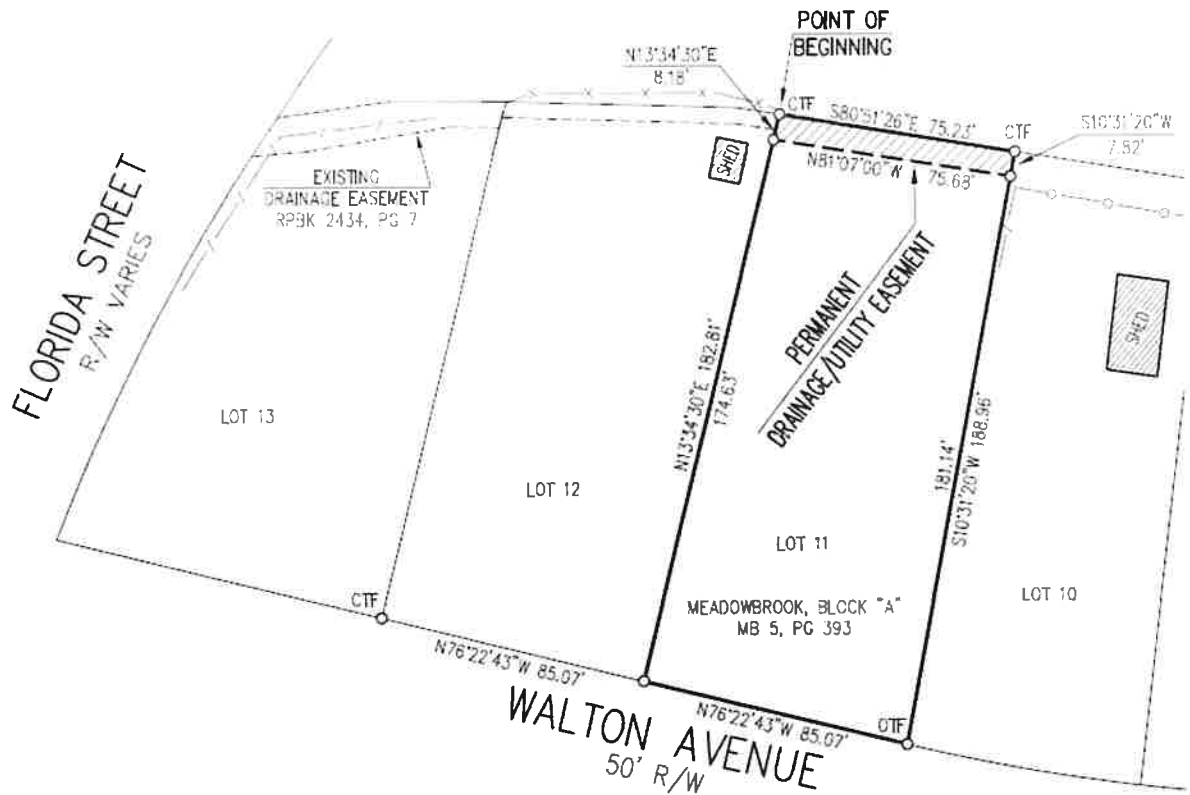
A portion of Lot 11, Meadowbrook, Block "A", as recorded in Map Book 5, Page 393 of the records in the office of the Judge of Probate, Mobile County, Alabama,

more particularly described as follows:

Beginning at a crimp top pipe at the northwest corner of Lot 11, Meadowbrook, Block "A", as recorded in Map Book 5, Page 393 of the records in the office of the Judge of Probate, Mobile County, Alabama; thence run South 80°-51'-26" East along the north line of said Lot 11 a distance of 75.23 feet to a crimp top pipe at the northeast corner of said Lot 11; thence run South 10°-31'-20" West along the east line of said Lot 11 a distance of 7.82 feet; thence run North 81°-07'-00" West a distance of 75.68 feet to the west line of said Lot 11; thence run North 13°-34'-30" East along said west line a distance of 8.18 feet to the Point of Beginning. The described Permanent Drainage/Utility Easement contains 603 square feet (0.01 acre), more or less.

EXHIBIT "B"

THIS IS NOT A BOUNDARY SURVEY



R02-29-08-20-3-000-082

KEY NO. 863471

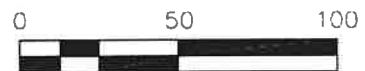
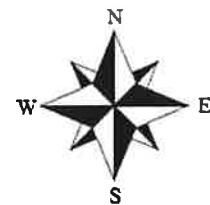
KRAUSE, JASON MARK

2614 WALTON AVENUE

MOBILE, AL 36606

LEGEND

- CTF CRIMP TOP PIPE
- OTF 1-1/8" OPEN TOP PIPE
- CHAIN-LINK FENCE
- /—/— WOOD FENCE
- x—x— WIRE FENCE



1" = 50'

TRACT 2
CITY OF MOBILE PROJECT NUMBER
2018-3005-11, WOODCOCK CREEK

MAY 7, 2025

EXHIBIT B

CAPITAL CONTRACT SUMMARY SHEET

(2 COPIES REQUIRED)

CONTRACT #

PROJECT NAME: Woodcock Creek Drainage Easement

CAPITAL PROJECT # C0777

DATE OF RECEIPT 02/04/2026

DEPT. PROJECT # 2018-3005-11

PROJECT DESCRIPTION CIP Woodcock Creek, West Branch Drainage

Permanent Drainage Easement w/ TCE and Permanent Utility Easement

CONTRACT AMOUNT \$ 1,575.00

VENDOR NAME Greg Murphy

VENDOR NUMBER 300224

DEPT # 3005

DEPT NAME Engineering

CONTRACT ADMINISTRATOR John Forrester

Please Select by circling one (Type):

Architectural

Engineering

Testing

Professional Services

Construction (Unit Price)* Construction**

ROW (Acquisitions)

Performance-Contributed Contractual

NonContractual

RETAINAGE INFORMATION:

SHOULD RETAINAGE BE WITHHELD? Y___ N X; 5% of the 1st 50% ___ or If different, indicate special rate ___

***Unit Price Contracts are estimates per F. Kessler - do not require Change Orders**

****General Construction requires Change Order for 10% overages.**

Prepared by: Mary W. Daffin

Date 2/4/2026

Revised 5/16/2022 Tiffany Hollins

**PERMANENT DRAINAGE EASEMENT WITH
TEMPORARY CONSTRUCTION EASEMENT
AND
PERMANENT UTILITY EASEMENT**

STATE OF ALABAMA)
COUNTY OF MOBILE)

KNOW ALL MEN BY THESE PRESENTS, that the undersigned, **GREG MURPHY, a single man**, (hereinafter referred to as "Grantor") for and in consideration of the amount of One thousand five hundred seventy-five and No/100 (\$1,575.00) Dollars, cash in hand paid to the undersigned by **THE CITY OF MOBILE**, a municipal corporation of the State of Alabama, (hereafter "**City**"), and the **BOARD OF WATER AND SEWER COMMISSIONERS OF THE CITY OF MOBILE**, a public corporation of the State of Alabama, (hereafter "**Board**"), (the City and Board hereafter collectively referred to as "**Grantees**") receipt whereof is hereby acknowledged, and for the further consideration of the general benefit which will accrue to the public, DO HEREBY, to the extent of Grantor's power and authority to do so, and subject to the terms and conditions set forth herein, **REMISE, RELEASE, QUITCLAIM and CONVEY** unto the following **GRANTEES**:

1. The **CITY**, their successors and assigns, a permanent drainage easement full and free right, liberty and authority to enter upon and to construct, operate and maintain a storm drainage sewer and/or ditch, or other such drainage improvements as deemed necessary and appropriate by the Grantee for Project No. 2018-3005-11, 2018 CIP Woodcock Creek, West Branch Drainage Improvements and any future projects along this easement, over, under and across the following described land, and;

**SEE "EXHIBIT A" ATTACHED HERETO
AS SHOWN IN "EXHIBIT B"**

It is understood between the parties that the rights in and to the above described property which the Grantor is relinquishing by this instrument include, but are not limited to, the right to plant and grow shade and ornamental trees on said property, and the right to place any structure, vehicle or other personal property on any part of the property above described, either temporarily or permanently. The CITY shall have the right to install fencing or 6-foot privacy fence to other improvements within the easement boundary line. Any such fencing or improvements shall be deemed a one-time installation only. The CITY shall have no duty or obligation to maintain, repair, replace, inspect, or assume liability for said fencing or improvements and all maintenance and upkeep shall be the sole responsibility of the Grantor, its successors, and assigns. Nothing herein shall be construed as an acceptance by the CITY of any maintenance responsibility.

TO HAVE AND TO HOLD, the said permanent drainage easement unto the Grantee, its successors and assigns, as appurtenant to its storm drainage sewer and/or ditch, or other drainage improvements deemed appropriate and/or necessary so long as the CITY, its successors and assigns, shall continue to operate and

use for such purposes the storm drainage sewer and/or ditch, or other such drainage improvements constructed thereon or thereunder; and,

In and for the same consideration hereinabove recited, Grantor does hereby grant to the said Grantee, its successors and assigns, full and free right, liberty and authority to enter upon and to use the lands hereinafter described for the operation and storage of such equipment and materials as may be necessary in the construction of the drainage improvements on adjacent land, a temporary construction easement, said easement being on and across the following described lands:

**SEE EXHIBIT "A" ATTACHED HERETO
AS SHOWN IN EXHIBIT "B"**

TO HAVE AND TO HOLD the said temporary construction easement unto the Grantee its successors and assigns until twelve months after the Grantee completes construction of the above named Project, it being understood that the work will be done in an orderly manner and any property disturbed by the Grantee will be returned to a condition substantially the same as it was on the date work started on the above described property.

2. The **BOARD**, their successors and assigns, a permanent utility easement for construction, operation, inspection, maintenance, replacement and removal of a utility line under the soil of the same strip of land running across the Grantor's parcel of real property, in the County of Mobile, State of Alabama which strip and easement are more particularly described as follows:

**SEE EXHIBIT "A" ATTACHED HERETO
AS SHOWN IN EXHIBIT "B"**

TO HAVE AND TO HOLD unto **BOARD**, its successors and assigns, for so long as the Grantee, its successors and assigns, shall continue to use said easement for such purposes as stated herein.

Except as otherwise provided herein, Grantee does hereby obtain all the rights and privileges necessary or convenient for the full enjoyment or use of said easement, including the right of necessary and reasonable ingress and egress by the agents and employees of Grantee, its successors and assigns, over, and across the strip of land hereinabove described for the purpose of laying, inspecting, repairing, and maintaining said line or lines under the soil along said strip.

It is understood and agreed by all parties hereto that the rights hereby granted are subject to the following terms and conditions:

- a. This easement is made subject to any and all liens, encumbrances, easements, rights of way and all other matters recorded in the office of the Judge of Probate, Mobile County, Alabama.
- b. All construction and maintenance of the utility line or lines will be the full responsibility of the **BOARD**.
- c. **BOARD** covenants that the initial improvements to the Subject Property will be in substantial compliance with the CITY'S storm water ordinances and with those engineering drawings prepared by Michael Baker International which such drawings are hereby incorporated by reference herein as a part

hereof. The said utility line shall be constructed only after approval by the CITY'S Engineering Department via the CITY'S Land Disturbance Permitting Process.

- d. Any City owned drainage improvements and/or structures are to be identified, noted and protected on plans submitted via the CITY'S Land Disturbance Permitting Process.
- e. **BOARD**, in the construction or maintenance of the utility line, will not be permitted to interfere with maintenance operations, nor alter the hydraulic capacity or function of any adjacent drainage systems. Any damage to the said drainage systems resulting from activities by the BOARD will be repaired or replaced to design capacity and function at BOARD'S sole expense.
- f. Any and all lands and /or improvements, disturbed in the utilization of the rights hereby granted will be restored by the BOARD to a condition substantially the same as existed immediately prior to said disturbance; BOARD must establish vegetation or provide other means of erosion control on all areas disturbed by any of its activities and any erosion caused by its activities must be repaired all at no direct cost to the GRANTOR.
- g. The easement granted hereby may not be conveyed by the BOARD without the written consent of the GRANTOR, which such consent will be granted or withheld at the sole discretion of the GRANTOR.
- h. Except as otherwise provided herein, BOARD does hereby obtain all rights and privileges necessary or convenient for full enjoyment or use of said easement.
- i. In consideration of the above, GRANTOR hereby releases City from all consequential damages, present, or prospective to the property of Grantor, arising out of construction, maintenance or repair of said easement.
- j. The rights conveyed pursuant to this easement shall be deemed conveyed when this instrument is signed by all parties hereto.

IN WITNESS WHEREOF, this instrument is executed this the 12 day of February 2026

GRANTOR/OWNER:

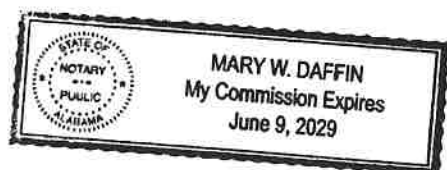
Greg Murphy
Greg Murphy (printed name)

STATE OF ALABAMA)

COUNTY OF MOBILE)

I, the undersigned, a Notary Public in and for said County in said State, hereby certify that Greg Keith Murphy, whose name is signed to the foregoing instrument, and who is known to me, acknowledged before me on this day that, being informed of the contents of said instrument, he executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this the 12 day of February, 2026



Mary W. Daffin
Notary Public, State of Alabama

My Commission Expires: June 9, 2029

-----GRANTEE SIGNATURES TO FOLLOW-----

GRANTEE:
**BOARD OF WATER AND SEWER
COMMISSIONERS OF THE CITY OF MOBILE,**
a Public Corporation

By: _____
Daryl B. Russell
Its: Director of Planning & Market Development

STATE OF ALABAMA)
COUNTY OF MOBILE)

I, the undersigned, a Notary Public in and for said County in said State, hereby certify that Daryl B. Russell as Director of Planning & Market Development of the Board of Water and Sewer Commissioners of the City of Mobile, a public corporation, is signed to the foregoing conveyance, and who is known to me, acknowledged before me on this day that, being informed of the contents of the above and foregoing conveyance, that he, as such officer and with full authority, executed the same voluntarily for and as the act of said public corporation, on the day the same bears date.

Given under my hand and official seal this the ____ day of _____ 20__.

Notary Public, State of Alabama

My Commission Expires: _____

GRANTEE:
CITY OF MOBILE, a Municipal Corporation

By: _____
Spiro N. Cheriogotis, Mayor

ATTEST:

City Clerk, Lisa C. Lambert

Grantees:
Board of Water and Sewer Commissioners
of the City of Mobile
207 N. Catherine Street
Mobile, AL 36603

City of Mobile
P.O. Box 1827
Mobile, AL 36633-1827

Grantor:
Greg Murphy
2612 Walton Ave
Mobile, AL 36606

This instrument prepared by:
City of Mobile
P.O. Box 1827
Mobile, AL 36633

EXHIBIT "A"
CITY OF MOBILE PROJECT NUMBER
2018-3005-11, WOODCOCK CREEK

TRACT 3

State of Alabama
County of Mobile

A portion of Lot 10, Meadowbrook, Block "A", as recorded in Map Book 5, Page 393 of the records in the office of the Judge of Probate, Mobile County, Alabama,

more particularly described as follows:

Commencing at a crimp top pipe at the northwest corner of Lot 10, Meadowbrook, Block "A", as recorded in Map Book 5, Page 393 of the records in the office of the Judge of Probate, Mobile County, Alabama; thence run South 10°-31'-20" West along the west line of said Lot 10 a distance of 7.82 feet to the Point of Beginning of the following described Temporary Construction Easement; thence run South 81°-07'-00" East a distance of 62.19 feet to the east line of said Lot 10; thence run South 06°-35'-35" West along the east line of said Lot 10 a distance of 14.19 feet; thence run North 80°-11'-52" West a distance of 63.14 feet to the west line of said Lot 10; thence run North 10°-31'-20" East along said west line a distance of 13.18 feet to the Point of Beginning. The described Temporary Construction Easement contains 857 square feet (0.02 acre), more or less.

EXHIBIT "A"- (cont.)

CITY OF MOBILE PROJECT NUMBER
2018-3005-11, WOODCOCK CREEK

TRACT 3

State of Alabama
County of Mobile

A portion of Lot 10, Meadowbrook, Block "A", as recorded in Map Book 5, Page 393 of the records in the office of the Judge of Probate, Mobile County, Alabama,

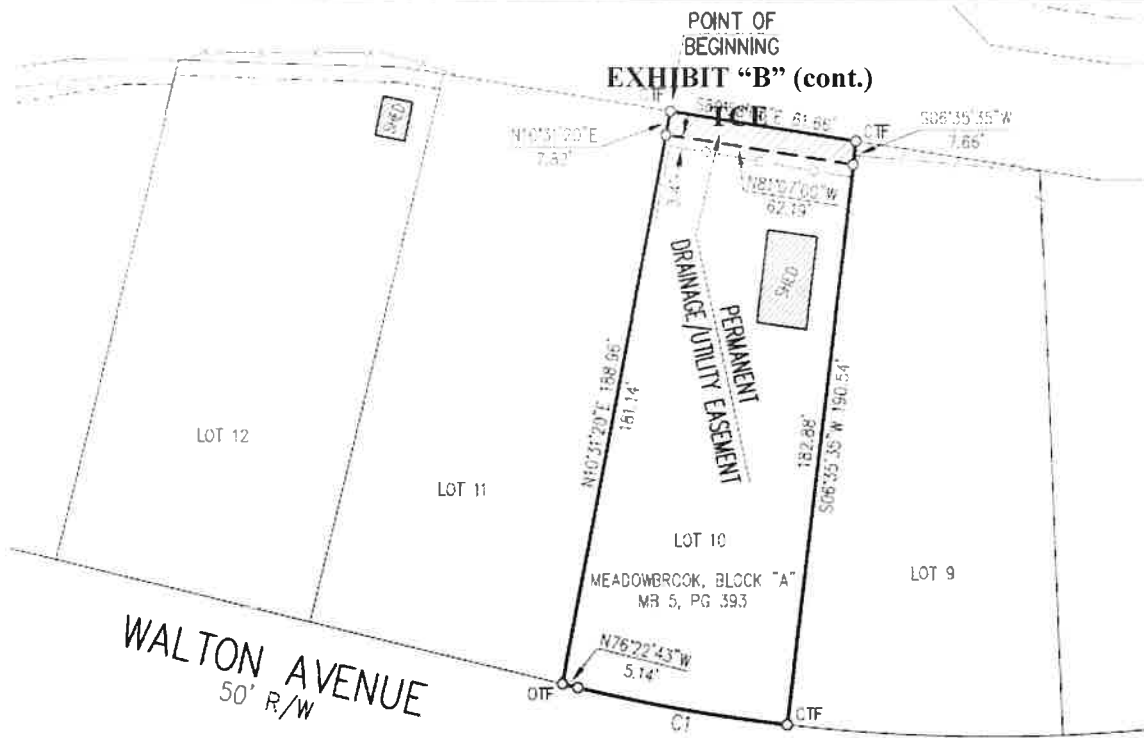
more particularly described as follows:

Beginning at a crimp top pipe at the northwest corner of Lot 10, Meadowbrook, Block "A", as recorded in Map Book 5, Page 393 of the records in the office of the Judge of Probate, Mobile County, Alabama; thence run South 80°-58'-05" East along the north line of said Lot 10 a distance of 61.66 feet to a crimp top pipe at the northeast corner of said Lot 10; thence run South 06°-35'-35" West along the east line of said Lot 10 a distance of 7.66 feet; thence run North 81°-07'-00" West a distance of 62.19 feet to the west line of said Lot 10; thence run North 10°-31'-20" East along said west line a distance of 7.82 feet to the Point of Beginning. The described Permanent Drainage/Utility Easement contains 479 square feet (0.01 acre), more or less.

EXHIBIT "B"

THIS IS NOT A BOUNDARY SURVEY

POINT OF BEGINNING
EXHIBIT "B" (cont.)



CURVE	DELTA ANGLE	RADIUS	ARC LENGTH	CHORD BEARING	CHORD LENGTH
C1	6°43'41"	592.76'	69.61'	N80°06'00"W	69.57'

R02-29-08-20-3-000-081

KEY NO. 863462

MURPHY, GREG KEITH

2612 WALTON AVE

MOBILE, AL 36606

LEGEND

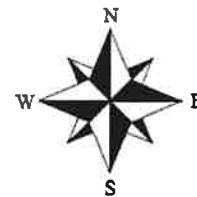
CTF CRIMP TOP PIPE

OTF 1-1/8" OPEN TOP PIPE

—○— CHAIN-LINK FENCE

—/—/— WOOD FENCE

—x—x— WIRE FENCE



1" = 50'

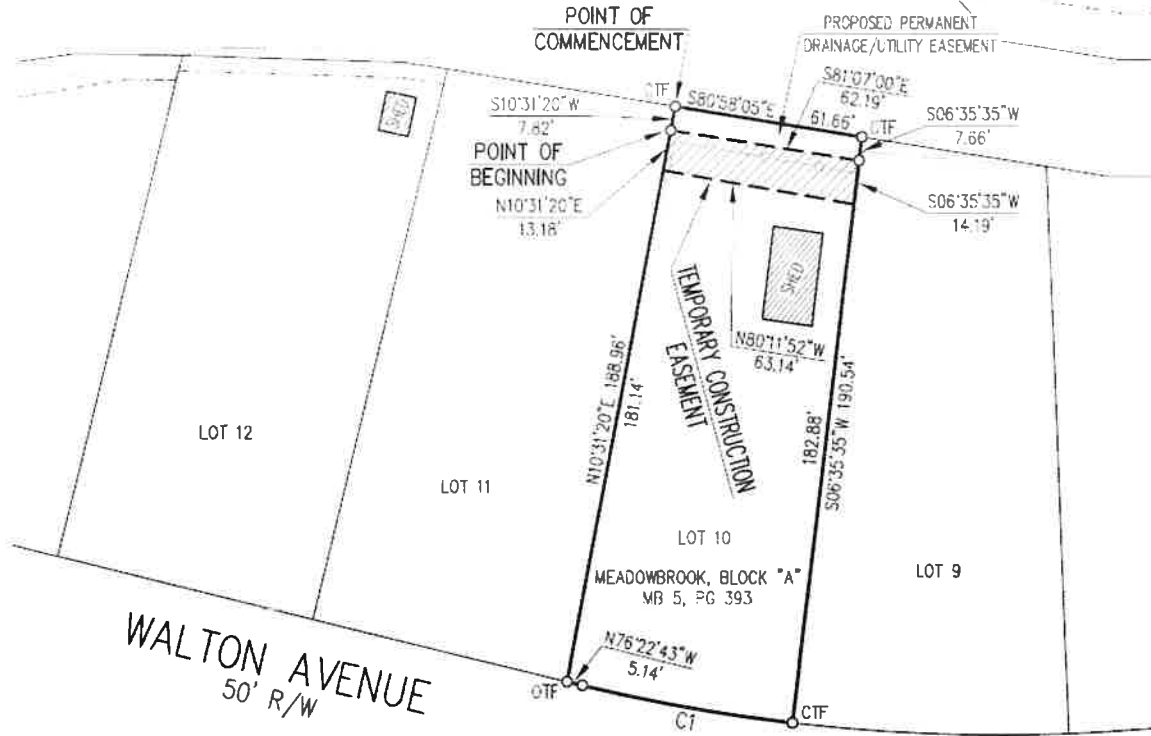
TRACT 3
CITY OF MOBILE PROJECT NUMBER
2018-3005-11, WOODCOCK CREEK

MAY 7, 2025

EXHIBIT B

EXHIBIT "B"- (cont.)

THIS IS NOT A BOUNDARY SURVEY



CURVE	DELTA ANGLE	RADIUS	ARC LENGTH	CHORD BEARING	CHORD LENGTH
C1	6°43'41"	592.76'	69.61'	N80°06'00"W	69.57'

R02-29-08-20-3-000-081

KEY NO. 863462

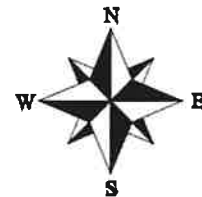
MURPHY, GREG KEITH

2612 WALTON AVE

MOBILE, AL 36606

LEGEND

CTF	CRIMP TOP PIPE
OTF	1-1/8" OPEN TOP PIPE
—○—	CHAIN-LINK FENCE
—/—/—	WOOD FENCE
—x—x—	WIRE FENCE



1" = 50'

TRACT 3 TCE
CITY OF MOBILE PROJECT NUMBER
2018-3005-11, WOODCOCK CREEK

JULY 10, 2025

EXHIBIT B

CAPITAL CONTRACT SUMMARY SHEET

(2 COPIES REQUIRED)

CONTRACT #

PROJECT NAME: Woodcock Creek Drainage Easement

CAPITAL PROJECT # C0777 DATE OF RECEIPT 02/04/2026

DEPT. PROJECT # 2018-3005-11

PROJECT DESCRIPTION CIP Woodcock Creek, West Branch Drainage

Permanent Drainage Easement and Permanent Utility Easement

CONTRACT AMOUNT \$ 1,109.00

VENDOR NAME ALMAZ BOTA, LLC

VENDOR NUMBER 300224

DEPT # 3005 DEPT NAME Engineering

CONTRACT ADMINISTRATOR John Forrester

Please Select by circling one (Type):

Architectural

Engineering

Testing

Professional Services

Construction (Unit Price)* Construction**

ROW (Acquisitions)

Performance-Contributed Contractual

NonContractual

RETAINAGE INFORMATION:

SHOULD RETAINAGE BE WITHHELD? Y___ N X; 5% of the 1st 50% ___ or If different, indicate special rate ___

**Unit Price Contracts are estimates per F. Kessler - do not require Change Orders*

***General Construction requires Change Order for 10% overages.*

Prepared by: Mary W. Daffin Date 2/4/2026

Revised 5/16/2022 Tiffany Hollins

**PERMANENT DRAINAGE EASEMENT
AND
PERMANENT UTILITY EASEMENT**

STATE OF ALABAMA)
COUNTY OF MOBILE)

KNOW ALL MEN BY THESE PRESENTS, that the undersigned, **ALMAZ BOTA, LLC, an Alabama limited liability company**, (hereinafter referred to as "Grantors") for and in consideration of the amount of One thousand one hundred nine and No/100 (\$1,109.00) Dollars, cash in hand paid to the undersigned by **THE CITY OF MOBILE**, a municipal corporation of the State of Alabama, (hereafter "City"), and the **BOARD OF WATER AND SEWER COMMISSIONERS OF THE CITY OF MOBILE**, a public corporation of the State of Alabama, (hereafter "**Board**"), (the City and Board hereafter collectively referred to as "**Grantees**") receipt whereof is hereby acknowledged, and for the further consideration of the general benefit which will accrue to the public, DO HEREBY, to the extent of Grantor's power and authority to do so, and subject to the terms and conditions set forth herein, **REMISE, RELEASE, QUITCLAIM and CONVEY** unto the following **GRANTEES**:

1. The CITY, their successors and assigns, a permanent drainage easement full and free right, liberty and authority to enter upon and to construct, operate and maintain a storm drainage sewer and/or ditch, or other such drainage improvements as deemed necessary and appropriate by the Grantee for the Project No. 2018-3005-11, 2018 CIP Woodcock Creek, West Branch Drainage Improvements and any future projects along this easement, over, under and across the following described land, and;

**SEE "EXHIBIT A" ATTACHED HERETO
AS SHOWN IN "EXHIBIT B"**

It is understood between the parties that the rights in and to the above described property which the Grantors are relinquishing by this instrument include, but are not limited to, the right to plant and grow shade and ornamental trees on said property, and the right to place any structure, vehicle or other personal property on any part of the property above described, either temporarily or permanently. The CITY shall have the right to install fencing or 6-foot privacy fence to other improvements within the easement boundary line. Any such fencing or improvements shall be deemed a one-time installation only. The CITY shall have no duty or obligation to maintain, repair, replace, inspect, or assume liability for said fencing or improvements and all maintenance and upkeep shall be the sole responsibility of the Grantor, its successors, and assigns. Nothing herein shall be construed as an acceptance by the CITY of any maintenance responsibility.

TO HAVE AND TO HOLD, the said permanent drainage easement unto the Grantee, its successors and assigns, as appurtenant to its storm drainage sewer and/or ditch, or other drainage improvements

deemed appropriate and/or necessary so long as the CITY, its successors and assigns, shall continue to operate and use for such purposes the storm drainage sewer and/or ditch, or other such drainage improvements constructed thereon or thereunder; and,

2. The **BOARD**, their successors and assigns, a permanent utility easement for construction, operation, inspection, maintenance, replacement and removal of a utility line under the soil of the same strip of land running across the Grantor's parcel of real property, in the County of Mobile, State of Alabama which strip and easement are more particularly described as follows:

**SEE EXHIBIT "A" ATTACHED HERETO
AS SHOWN IN EXHIBIT "B"**

TO HAVE AND TO HOLD unto **BOARD**, its successors and assigns, for so long as the Grantee, its successors and assigns, shall continue to use said easement for such purposes as stated herein.

Except as otherwise provided herein, Grantees do hereby obtain all the rights and privileges necessary or convenient for the full enjoyment or use of said easement, including the right of necessary and reasonable ingress and egress by the agents and employees of Grantee, its successors and assigns, over, and across the strip of land hereinabove described for the purpose of laying, inspecting, repairing, and maintaining said line or lines under the soil along said strip.

It is understood and agreed by all parties hereto that the rights hereby granted are subject to the following terms and conditions:

- a. This easement is made subject to any and all liens, encumbrances, easements, rights of way and all other matters recorded in the office of the Judge of Probate, Mobile County, Alabama.
- b. All construction and maintenance of the utility line or lines will be the full responsibility of the **BOARD**.
- c. **BOARD** covenants that the initial improvements to the Subject Property will be in substantial compliance with the CITY'S storm water ordinances and with those engineering drawings prepared by Michael Baker International which such drawings are hereby incorporated by reference herein as a part hereof. The said utility line shall be constructed only after approval by the CITY'S Engineering Department via the CITY'S Land Disturbance Permitting Process.
- d. Any City owned drainage improvements and/or structures are to be identified, noted and protected on plans submitted via the CITY'S Land Disturbance Permitting Process.
- e. **BOARD**, in the construction or maintenance of the utility line, will not be permitted to interfere with maintenance operations, nor alter the hydraulic capacity or function of any adjacent drainage systems. Any damage to the said drainage systems resulting from activities by the **BOARD** will be repaired or replaced to design capacity and function at **BOARD**'S sole expense.
- f. Any and all lands and /or improvements, disturbed in the utilization of the rights hereby granted will be restored by the **BOARD** to a condition substantially the same as existed immediately prior

to said disturbance; BOARD must establish vegetation or provide other means of erosion control on all areas disturbed by any of its activities and any erosion caused by its activities must be repaired all at no direct cost to the GRANTORS.

- g. The easement granted hereby may not be conveyed by the BOARD without the written consent of the GRANTORS, which such consent will be granted or withheld at the sole discretion of the GRANTORS.
- h. Except as otherwise provided herein, BOARD does hereby obtain all rights and privileges necessary or convenient for full enjoyment or use of said easement.
- i. In consideration of the above, Grantor hereby releases City from all consequential damages, present, or prospective to the property of Grantor, arising out of construction, maintenance or repair of said easement.
- j. The rights conveyed pursuant to this easement shall be deemed conveyed when this instrument is signed by all parties hereto.

IN WITNESS WHEREOF, this instrument is executed this the 26th day of

January, 2026

GRANTORS/OWNERS:

ALMAZ BOTA, LLC

An Alabama liability company

Makeda Nichols
Makeda Nichols

Makeda Nichols (printed name)

As its: Authorized Signor/Member

STATE OF ALABAMA)
COUNTY OF MOBILE)

I, the undersigned notary public, in and for said county and state, hereby certify that Makeda Nichols, whose name as Authorized Signor/Member of Almaz Bota, LLC, an Alabama limited liability company 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, she, as such Authorized Signor/Member and with full authority, executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this the 26 day of January, 2026

Nikolai Zistrunk
Notary Public, State of Alabama

My Commission Expires: 10/24/2027

GRANTEE:
**BOARD OF WATER AND SEWER
COMMISSIONERS OF THE CITY OF MOBILE,**
a Public Corporation

By: _____
Daryl B. Russell
Its: Director of Planning & Market Development

STATE OF ALABAMA)
COUNTY OF MOBILE)

I, the undersigned, a Notary Public in and for said County in said State, hereby certify that Daryl B. Russell as Director of Planning & Market Development of the Board of Water and Sewer Commissioners of the City of Mobile, a public corporation, is signed to the foregoing conveyance, and who is known to me, acknowledged before me on this day that, being informed of the contents of the above and foregoing conveyance, that he, as such officer and with full authority, executed the same voluntarily for and as the act of said public corporation, on the day the same bears date.

Given under my hand and official seal this the ____ day of _____ 20__.

Notary Public, State of Alabama

My Commission Expires: _____

GRANTEE:
CITY OF MOBILE, a Municipal Corporation

By: _____
Spiro N. Cheriogotis, Mayor

ATTEST:

City Clerk, Lisa C. Lambert

Grantees:
Board of Water and Sewer Commissioners
of the City of Mobile
207 N. Catherine Street
Mobile, AL 36603

City of Mobile
P.O. Box 1827
Mobile, AL 36633-1827

Grantor:
Almaz Bota, LLC
4150 Skywood Lane
Mobile, AL 36693

This instrument prepared by:
City of Mobile
P.O. Box 1827
Mobile, AL 36633

EXHIBIT "A"
CITY OF MOBILE PROJECT NUMBER
2018-3005-11, WOODCOCK CREEK

TRACT 4

State of Alabama
County of Mobile

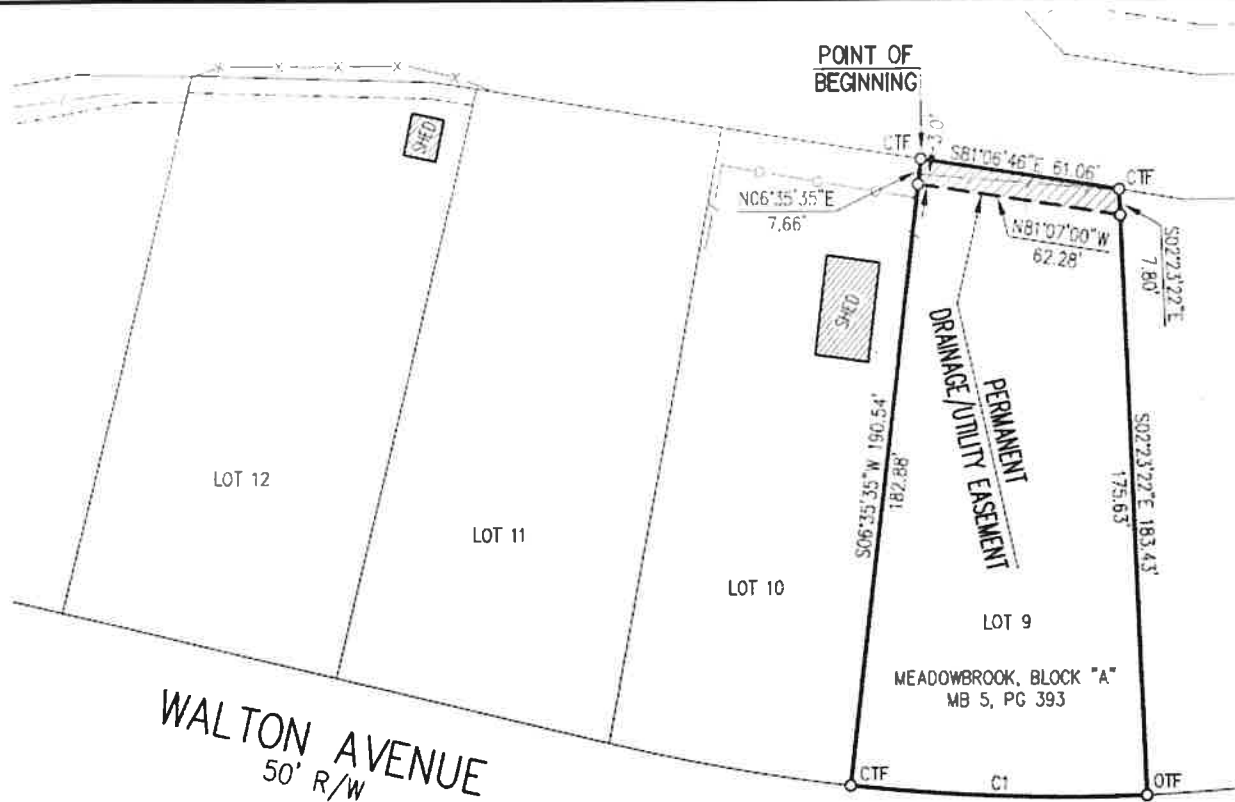
A portion of Lot 9, Meadowbrook, Block "A", as recorded in Map Book 5, Page 393 of the records in the office of the Judge of Probate, Mobile County, Alabama,

more particularly described as follows:

Beginning at a crimp top pipe at the northwest corner of Lot 9, Meadowbrook, Block "A", as recorded in Map Book 5, Page 393 of the records in the office of the Judge of Probate, Mobile County, Alabama; thence run South $81^{\circ}-06'-46''$ East along the north line of said Lot 9 a distance of 61.06 feet to a crimp top pipe at the northeast corner of said Lot 9; thence run South $02^{\circ}-23'-22''$ East along the east line of said Lot 9 a distance of 7.80 feet; thence run North $81^{\circ}-07'-00''$ West a distance of 62.28 feet to the west line of said Lot 9; thence run North $06^{\circ}-35'-35''$ East along said west line a distance of 7.66 feet to the Point of Beginning. The described Permanent Drainage/Utility Easement contains 472 square feet (0.01 acre), more or less.

EXHIBIT "B"

THIS IS NOT A BOUNDARY SURVEY

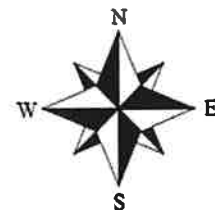


CURVE	DELTA ANGLE	RADIUS	ARC LENGTH	CHORD BEARING	CHORD LENGTH
C1	8°41'59"	592.76'	90.00'	N87°48'50"W	89.92'

LEGEND

- CTF CRIMP TOP PIPE
- OTF 7/8" OPEN TOP PIPE
- CHAIN-LINK FENCE
- / — WOOD FENCE
- x — WIRE FENCE

R02-29-08-20-3-000-080
 KEY NO. 863453
 ALMAZ BOTA, LLC
 4150 SKYWOOD LANE
 MOBILE, AL 36693



1" = 50'

TRACT 4
CITY OF MOBILE PROJECT NUMBER
2018-3005-11, WOODCOCK CREEK

MAY 7, 2025

EXHIBIT B

CAPITAL CONTRACT SUMMARY SHEET

(2 COPIES REQUIRED)

CONTRACT #

PROJECT NAME: Woodcock Creek Drainage Easement

CAPITAL PROJECT # C0777

DATE OF RECEIPT 02/04/2026

DEPT. PROJECT # 2018-3005-11

PROJECT DESCRIPTION CIP Woodcock Creek, West Branch Drainage

Permanent Drainage Easement and Permanent Utility Easement

CONTRACT AMOUNT \$ 1,382.00

VENDOR NAME Brenda J. Pierce

VENDOR NUMBER 300227

DEPT # 3005

DEPT NAME Engineering

CONTRACT ADMINISTRATOR John Forrester

Please Select by circling one (Type):

Architectural

Engineering

Testing

Professional Services

Construction (Unit Price)* Construction**

ROW (Acquisitions)

Performance-Contributed Contractual

NonContractual

RETAINAGE INFORMATION:

SHOULD RETAINAGE BE WITHHELD? Y___ N~~X~~; 5% of the 1st 50% ___ or If different, indicate special rate ___

**Unit Price Contracts are estimates per F. Kessler - do not require Change Orders*

***General Construction requires Change Order for 10% overages.*

Prepared by: Mary W. Daffin Date 2/4/2026

Revised 5/16/2022 Tiffany Hollins

**PERMANENT DRAINAGE EASEMENT
AND
PERMANENT UTILITY EASEMENT**

STATE OF ALABAMA)

COUNTY OF MOBILE)

KNOW ALL MEN BY THESE PRESENTS, that the undersigned, **BRENDA J. PIERCE, a single woman**, (hereinafter referred to as "Grantor") for and in consideration of the amount of One thousand three hundred eighty-two and No/100 (\$1,382.00) Dollars, cash in hand paid to the undersigned by **THE CITY OF MOBILE**, a municipal corporation of the State of Alabama, (hereafter "**City**"), and the **BOARD OF WATER AND SEWER COMMISSIONERS OF THE CITY OF MOBILE**, a public corporation of the State of Alabama, (hereafter "**Board**"), (the City and Board hereafter collectively referred to as "**Grantees**") receipt whereof is hereby acknowledged, and for the further consideration of the general benefit which will accrue to the public, DO HEREBY, to the extent of Grantor's power and authority to do so, and subject to the terms and conditions set forth herein, **REMISE, RELEASE, QUITCLAIM and CONVEY** unto the following **GRANTEES**:

1. The CITY, their successors and assigns, a permanent drainage easement full and free right, liberty and authority to enter upon and to construct, operate and maintain a storm drainage sewer and/or ditch, or other such drainage improvements as deemed necessary and appropriate by the Grantee for the Project No. 2018-3005-11, 2018 CIP Woodcock Creek, West Branch Drainage Improvements and any future projects along this easement, over, under and across the following described land, and;

**SEE "EXHIBIT A" ATTACHED HERETO
AS SHOWN IN "EXHIBIT B"**

It is understood between the parties that the rights in and to the above described property which the Grantor is relinquishing by this instrument include, but are not limited to, the right to plant and grow shade and ornamental trees on said property, and the right to place any structure, vehicle or other personal property on any part of the property above described, either temporarily or permanently. The CITY shall have the right to install fencing or 6-foot privacy fence to other improvements within the easement boundary line. Any such fencing or improvements shall be deemed a one-time installation only. The CITY shall have no duty or obligation to maintain, repair, replace, inspect, or assume liability for said fencing or improvements and all maintenance and upkeep shall be the sole responsibility of the Grantor, its successors, and assigns. Nothing herein shall be construed as an acceptance by the CITY of any maintenance responsibility.

TO HAVE AND TO HOLD, the said permanent drainage easement unto the Grantee, its successors and assigns, as appurtenant to its storm drainage sewer and/or ditch, or other drainage improvements deemed appropriate and/or necessary so long as the CITY, its successors and assigns, shall continue to operate and use for such purposes the storm drainage sewer and/or ditch, or other such drainage improvements constructed thereon or thereunder; and,

2. The **BOARD**, their successors and assigns, a permanent utility easement for construction, operation, inspection, maintenance, replacement and removal of a utility line under the soil of the same strip of land running across the Grantor's parcel of real property, in the County of Mobile, State of Alabama which strip and easement are more particularly described as follows:

**SEE EXHIBIT "A" ATTACHED HERETO
AS SHOWN IN EXHIBIT "B"**

TO HAVE AND TO HOLD unto **BOARD**, its successors and assigns, for so long as the Grantee, its successors and assigns, shall continue to use said easement for such purposes as stated herein.

Except as otherwise provided herein, Grantee does hereby obtain all the rights and privileges necessary or convenient for the full enjoyment or use of said easement, including the right of necessary and reasonable ingress and egress by the agents and employees of Grantee, its successors and assigns, over, and across the strip of land hereinabove described for the purpose of laying, inspecting, repairing, and maintaining said line or lines under the soil along said strip.

It is understood and agreed by all parties hereto that the rights hereby granted are subject to the following terms and conditions:

- a. This easement is made subject to any and all liens, encumbrances, easements, rights of way and all other matters recorded in the office of the Judge of Probate, Mobile County, Alabama.
- b. All construction and maintenance of the utility line or lines will be the full responsibility of the **BOARD**.
- c. **BOARD** covenants that the initial improvements to the Subject Property will be in substantial compliance with the CITY'S storm water ordinances and with those engineering drawings prepared by Michael Baker International which such drawings are hereby incorporated by reference herein as a part hereof. The said utility line shall be constructed only after approval by the CITY'S Engineering Department via the CITY'S Land Disturbance Permitting Process.
- d. Any City owned drainage improvements and/or structures are to be identified, noted and protected on plans submitted via the CITY'S Land Disturbance Permitting Process.
- e. **BOARD**, in the construction or maintenance of the utility line, will not be permitted to interfere with maintenance operations, nor alter the hydraulic capacity or function of any adjacent drainage systems. Any damage to the said drainage systems resulting from activities by the **BOARD** will be repaired or replaced to design capacity and function at **BOARD**'S sole expense.

- f. Any and all lands and /or improvements, disturbed in the utilization of the rights hereby granted will be restored by the BOARD to a condition substantially the same as existed immediately prior to said disturbance; BOARD must establish vegetation or provide other means of erosion control on all areas disturbed by any of its activities and any erosion caused by its activities must be repaired all at no direct cost to the GRANTOR.
- g. The easement granted hereby may not be conveyed by the BOARD without the written consent of the GRANTOR, which such consent will be granted or withheld at the sole discretion of the GRANTOR.
- h. Except as otherwise provided herein, BOARD does hereby obtain all rights and privileges necessary or convenient for full enjoyment or use of said easement.
- i. In consideration of the above, Grantor hereby releases City from all consequential damages, present, or prospective to the property of Grantor, arising out of construction, maintenance or repair of said easement.
- j. The rights conveyed pursuant to this easement shall be deemed conveyed when this instrument is signed by all parties hereto.

IN WITNESS WHEREOF, this instrument is executed this the 29th day of January, 2026

GRANTOR/OWNER:

Brenda J. Pierce

Brenda J. Pierce (printed name)

STATE OF ALABAMA)
COUNTY OF MOBILE)

I, the undersigned, a Notary Public in and for said County in said State, hereby certify that Brenda J. Pierce, whose name is signed to the foregoing instrument, and who is known to me, acknowledged before me on this day that, being informed of the contents of said instrument, she executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this the 29th day of JANUARY 2026

[Signature]
Notary Public, State of Alabama

My Commission Expires: 3-28-26

GRANTEE:
**BOARD OF WATER AND SEWER
COMMISSIONERS OF THE CITY OF MOBILE,**
a Public Corporation

By: _____
Daryl B. Russell
Its: Director of Planning & Market Development

STATE OF ALABAMA)
COUNTY OF MOBILE)

I, _____ the undersigned, a Notary Public in and for said County in said State, hereby certify that Daryl B. Russell as Director of Planning & Market Development of the Board of Water and Sewer Commissioners of the City of Mobile, a public corporation, is signed to the foregoing conveyance, and who is known to me, acknowledged before me on this day that, being informed of the contents of the above and foregoing conveyance, that he, as such officer and with full authority, executed the same voluntarily for and as the act of said public corporation, on the day the same bears date.

Given under my hand and official seal this the ____ day of _____ 20__.

Notary Public, State of Alabama

My Commission Expires: _____

GRANTEE:
CITY OF MOBILE, a Municipal Corporation

By: _____
Spiro N. Cheriogotis, Mayor

ATTEST:

City Clerk, Lisa C. Lambert

Grantees:
Board of Water and Sewer Commissioners
of the City of Mobile
207 N. Catherine Street
Mobile, AL 36603

City of Mobile
P.O. Box 1827
Mobile, AL 36633-1827

Grantor:
Brenda J. Pierce
2606 Walton Avenue
Mobile, AL 36606

This instrument prepared by:
City of Mobile
P.O. Box 1827
Mobile, AL 36633

EXHIBIT "A"
CITY OF MOBILE PROJECT NUMBER
2018-3005-11, WOODCOCK CREEK

TRACT 6

State of Alabama
County of Mobile

A portion of Lot 7, Meadowbrook, Block "A", as recorded in Map Book 5, Page 393 of the records in the office of the Judge of Probate, Mobile County, Alabama,

more particularly described as follows:

Beginning at a crimp top pipe at the northwest corner of Lot 7, Meadowbrook, Block "A", as recorded in Map Book 5, Page 393 of the records in the office of the Judge of Probate, Mobile County, Alabama; thence run North 89°-38'-48" East along the north line of said Lot 7 a distance of 69.02 feet to a capped rebar (BSI); thence run North 66°-50'-33" East along the north line of said Lot 6 a distance of 15.87 feet to a crimp top pipe at the northeast corner of said Lot 7; thence run South 13°-49'-05" East along the east line of said Lot 7 a distance of 9.06 feet; thence run South 84°-39'-31" West a distance of 84.14 feet to the west line of said Lot 7; thence run North 11°-23'-36" West along said west line a distance of 10.16 feet to the Point of Beginning. The described Permanent Drainage/Utility Easement contains 588 square feet (0.01 acre), more or less.

EXHIBIT "B"

THIS IS NOT A BOUNDARY SURVEY



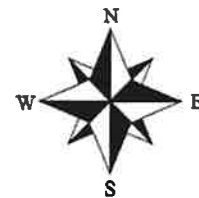
CURVE	DELTA ANGLE	RADIUS	ARC LENGTH	CHORD BEARING	CHORD LENGTH
C1	2°39'28"	551.92'	25.60'	S77°00'12"W	25.60'

LEGEND

- CTF CRIMP TOP PIPE
- CRF CAPPED REBAR (BSI)
- OTF 3/4" OPEN TOP PIPE
- CHAIN-LINK FENCE
- /—/— WOOD FENCE
- — RETAINING WALL
- SS— SANITARY SEWER LINE

R02-29-08-20-3-000-078

KEY NO. 863435
PEIRCE, BRENDA J
2606 WALTON AVE
MOBILE, AL 36606



1" = 50'

TRACT 6
CITY OF MOBILE PROJECT NUMBER
2018-3005-11, WOODCOCK CREEK

MAY 7, 2025

EXHIBIT B

CAPITAL CONTRACT SUMMARY SHEET

(2 COPIES REQUIRED)

CONTRACT #

PROJECT NAME: Woodcock Creek Drainage Easement

CAPITAL PROJECT # C0777

DATE OF RECEIPT 02/04/2026

DEPT. PROJECT # 2018-3005-11

PROJECT DESCRIPTION CIP Woodcock Creek, West Branch Drainage

Permanent Drainage Easement w/ TCE and Permanent Utility Easement

CONTRACT AMOUNT \$ 1,829.00

VENDOR NAME William F. Gump

VENDOR NUMBER 300225

DEPT # 3005

DEPT NAME Engineering

CONTRACT ADMINISTRATOR John Forrester

Please Select by circling one (Type):

Architectural

Engineering

Testing

Professional Services

Construction (Unit Price)* Construction**

ROW (Acquisitions)

Performance-Contributed Contractual

NonContractual

RETAINAGE INFORMATION:

SHOULD RETAINAGE BE WITHHELD? Y N X; 5% of the 1st 50% or If different, indicate special rate

**Unit Price Contracts are estimates per F. Kessler - do not require Change Orders*

***General Construction requires Change Order for 10% overages.*

Prepared by: Mary W. Daffin Date 2/4/2026

Revised 5/16/2022 Tiffany Hollins

**PERMANENT DRAINAGE EASEMENT WITH
TEMPORARY CONSTRUCTION EASEMENT
AND
PERMANENT UTILITY EASEMENT**

STATE OF ALABAMA)
COUNTY OF MOBILE)

KNOW ALL MEN BY THESE PRESENTS, that the undersigned, **WILLIAM F. GUMP and ROSALYN GUMP, husband and wife**, (hereinafter referred to as “GRANTORS”) for and in consideration of the amount of One thousand eight hundred twenty-nine and No/100 (\$1,829.00) Dollars, cash in hand paid to the undersigned by **THE CITY OF MOBILE**, a municipal corporation of the State of Alabama, (hereafter “**City**”), and the **BOARD OF WATER AND SEWER COMMISSIONERS OF THE CITY OF MOBILE**, a public corporation of the State of Alabama, (hereafter “**Board**”), (the City and Board hereafter collectively referred to as “**Grantees**”) receipt whereof is hereby acknowledged, and for the further consideration of the general benefit which will accrue to the public, DO HEREBY, to the extent of GRANTOR’S power and authority to do so, and subject to the terms and conditions set forth herein, **REMISE, RELEASE, QUITCLAIM and CONVEY** unto the following **GRANTEES**:

1. The **CITY**, their successors and assigns, a permanent drainage easement full and free right, liberty and authority to enter upon and to construct, operate and maintain a storm drainage sewer and/or ditch, or other such drainage improvements as deemed necessary and appropriate by the Grantees for Project No. 2018-3005-11, 2018 CIP Woodcock Creek, West Branch Drainage Improvements and any future projects along this easement, over, under and across the following described land, and;

**SEE “EXHIBIT A” ATTACHED HERETO
AS SHOWN IN “EXHIBIT B”**

It is understood between the parties that the rights in and to the above described property which the Grantors are relinquishing by this instrument include, but are not limited to, the right to plant and grow shade and ornamental trees on said property, and the right to place any structure, vehicle or other personal property on any part of the property above described, either temporarily or permanently. The CITY shall have the right to install fencing or 6-foot privacy fence or other improvements within the easement boundary line. Any such fencing or improvements shall be deemed a one-time installation only. The CITY shall have no duty or obligation to maintain, repair, replace, inspect, or assume liability for said fencing or improvements and all maintenance and upkeep shall be the sole responsibility of the Grantor, its successors, and assigns. Nothing herein shall be construed as an acceptance by the CITY of any maintenance responsibility.

TO HAVE AND TO HOLD, the said permanent drainage easement unto the Grantees, their successors and assigns, as appurtenant to its storm drainage sewer and/or ditch, or other drainage improvements deemed appropriate and/or necessary so long as the CITY, its successors and assigns, shall continue to operate and use for such purposes the storm drainage sewer and/or ditch, or other such drainage improvements constructed thereon or thereunder; and,

In and for the same consideration hereinabove recited, GRANTORS do hereby grant to the said Grantees, their successors and assigns, full and free right, liberty and authority to enter upon and to use the lands hereinafter described for the operation and storage of such equipment and materials as may be necessary in the construction of the drainage improvements on adjacent land, a temporary construction easement, said easement being on and across the following described lands:

**SEE EXHIBIT "A" ATTACHED HERETO
AS SHOWN IN EXHIBIT "B"**

TO HAVE AND TO HOLD the said temporary construction easement unto the Grantees their successors and assigns until twelve months after the Grantees completes construction of the above named Project, it being understood that the work will be done in an orderly manner and any property disturbed by the Grantees will be returned to a condition substantially the same as it was on the date work started on the above described property.

2. The **BOARD**, their successors and assigns, a permanent utility easement for construction, operation, inspection, maintenance, replacement and removal of a utility line under the soil of the same strip of land running across the GRANTORS's parcel of real property, in the County of Mobile, State of Alabama which strip and easement are more particularly described as follows:

**SEE EXHIBIT "A" ATTACHED HERETO
AS SHOWN IN EXHIBIT "B"**

TO HAVE AND TO HOLD unto **BOARD**, its successors and assigns, for so long as the Grantees, their successors and assigns, shall continue to use said easement for such purposes as stated herein.

Except as otherwise provided herein, Grantees do hereby obtain all the rights and privileges necessary or convenient for the full enjoyment or use of said easement, including the right of necessary and reasonable ingress and egress by the agents and employees of Grantees, its successors and assigns, over, and across the strip of land hereinabove described for the purpose of laying, inspecting, repairing, and maintaining said line or lines under the soil along said strip.

It is understood and agreed by all parties hereto that the rights hereby granted are subject to the following terms and conditions:

- a. This easement is made subject to any and all liens, encumbrances, easements, rights of way and all other matters recorded in the office of the Judge of Probate, Mobile County, Alabama.
- b. All construction and maintenance of the utility line or lines will be the full responsibility of the **BOARD**.
- c. **BOARD** covenants that the initial improvements to the Subject Property will be in substantial compliance with the CITY'S storm water ordinances and with those engineering drawings prepared by Michael Baker International which such drawings are hereby incorporated by reference herein as a part hereof. The said utility line shall be constructed only after approval by the CITY'S Engineering Department via the CITY'S Land Disturbance Permitting Process.
- d. Any City owned drainage improvements and/or structures are to be identified, noted and protected on plans submitted via the CITY'S Land Disturbance Permitting Process.
- e. **BOARD**, in the construction or maintenance of the utility line, will not be permitted to interfere with maintenance operations, nor alter the hydraulic capacity or function of any adjacent drainage systems. Any damage to the said drainage systems resulting from activities by the **BOARD** will be repaired or replaced to design capacity and function at **BOARD**'S sole expense.
- f. Any and all lands and /or improvements, disturbed in the utilization of the rights hereby granted will be restored by the **BOARD** to a condition substantially the same as existed immediately prior to said disturbance; **BOARD** must establish vegetation or provide other means of erosion control on all areas disturbed by any of its activities and any erosion caused by its activities must be repaired all at no direct cost to the GRANTORS.
- g. The easement granted hereby may not be conveyed by the **BOARD** without the written consent of the GRANTORS, which such consent will be granted or withheld at the sole discretion of the GRANTORS.
- h. Except as otherwise provided herein, **BOARD** does hereby obtain all rights and privileges necessary or convenient for full enjoyment or use of said easement.
- i. In consideration of the above, Grantor hereby releases City from all consequential damages, present or prospective to the property of Grantor, arising out of construction, maintenance or repair of said easement.
- j. The rights conveyed pursuant to this easement shall be deemed conveyed when this instrument is signed by all parties hereto.

IN WITNESS WHEREOF, this instrument is executed this the 2nd day of February, 2026

GRANTORS/OWNERS:

William F. Gump
William F. Gump (printed name)

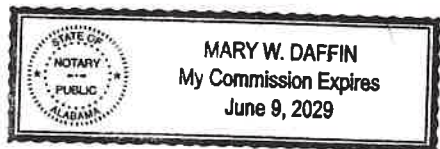
Rosalyn Gump
Rosalyn Gump (printed name)

STATE OF ALABAMA)

COUNTY OF MOBILE)

I, the undersigned, a Notary Public in and for said County in said State, hereby certify that William F. Gump and Rosalyn Gump, whose names are signed to the foregoing instrument, and who are known to me, acknowledged before me on this day that, being informed of the contents of said instrument, they executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this the 2nd day of February, 2026



[Signature]
Notary Public, State of Alabama

My Commission Expires: 6/9/2029

-----GRANTEES SIGNATURES TO FOLLOW-----

GRANTEES:
**BOARD OF WATER AND SEWER
COMMISSIONERS OF THE CITY OF MOBILE,**
a Public Corporation

By: _____
Daryl B. Russell
Its: Director of Planning & Market Development

STATE OF ALABAMA)
COUNTY OF MOBILE)

I, the undersigned, a Notary Public in and for said County in said State, hereby certify that Daryl B. Russell as Director of Planning & Market Development of the Board of Water and Sewer Commissioners of the City of Mobile, a public corporation, is signed to the foregoing conveyance, and who is known to me, acknowledged before me on this day that, being informed of the contents of the above and foregoing conveyance, that he, as such officer and with full authority, executed the same voluntarily for and as the act of said public corporation, on the day the same bears date.

Given under my hand and official seal this the ____ day of _____ 20__.

Notary Public, State of Alabama

My Commission Expires: _____

GRANTEES:
CITY OF MOBILE, a Municipal Corporation

By: _____
Spiro N. Cheriogotis, Mayor

ATTEST:

City Clerk, Lisa C. Lambert

Grantees:
Board of Water and Sewer Commissioners
of the City of Mobile
207 N. Catherine Street
Mobile, AL 36603

City of Mobile
P.O. Box 1827
Mobile, AL 36633-1827

GRANTORS:
William F. and Rosalyn Gump
252 Mount Island Drive West
Mobile, AL 36606

This instrument prepared by:
City of Mobile
P.O. Box 1827
Mobile, AL 36633

EXHIBIT "A"
CITY OF MOBILE PROJECT NUMBER
2018-3005-11, WOODCOCK CREEK

TRACT 10

State of Alabama
County of Mobile

A portion of Lot 33, Addition to Mount Island Subdivision, as recorded in Map Book 5, Page 363 of the records in the office of the Judge of Probate, Mobile County, Alabama,

more particularly described as follows:

Commencing at a crimp top pipe at the northeast corner of Lot 34, Addition to Mount Island Subdivision, as recorded in Map Book 5, Page 363 of the records in the office of the Judge of Probate, Mobile County, Alabama; thence run South 01°-39'-11" West along the east line of Lots 34 and 33 of said Addition to Mount Island Subdivision and along the west right-of-way line of Mount Island Drive West (60' r/w) a distance of 182.00 feet to the south line of an existing drainage easement (Real Property Book 2393, Page 711) and the Point of Beginning of the following described Permanent Drainage/Utility Easement: thence continue South 01°-39'-11" West along the east line of said Lot 33 and along the west right-of-way line of said Mount Island Drive West a distance of 2.63 feet; thence run North 87°-40'-10" West a distance of 9.39 feet; thence run South 84°-39'-06" West a distance of 71.04 feet; thence run North 09°-15'-31" West a distance of 4.97 feet; thence run South 84°-20'-35" West a distance of 36.35 feet; thence run South 05°-23'-08" East a distance of 4.83 feet; thence run South 84°-36'-52" West a distance of 59.51 feet to the west line of said Lot 33; thence run North 00°-45'-39" East along said west line a distance of 2.99 feet to the south line of said existing drainage easement; thence run North 83°-31'-55" East along the south line of said existing drainage easement a distance of 38.27 feet; thence run North 81°-14'-29" East along the south line of said existing drainage easement a distance of 100.08 feet; thence run South 83°-16'-20" East along the south line of said existing drainage easement a distance of 39.24 feet to the Point of Beginning. The described Permanent Drainage/Utility Easement contains 826 square feet (0.02 acre), more or less.

EXHIBIT "A"- (cont.)
CITY OF MOBILE PROJECT NUMBER
2018-3005-11, WOODCOCK CREEK

TRACT 10

State of Alabama
County of Mobile

A portion of Lot 33, Addition to Mount Island Subdivision, as recorded in Map Book 5, Page 363 of the records in the office of the Judge of Probate, Mobile County, Alabama,

more particularly described as follows:

Commencing at a crimp top pipe at the northeast corner of Lot 34, Addition to Mount Island Subdivision, as recorded in Map Book 5, Page 363 of the records in the office of the Judge of Probate, Mobile County, Alabama; thence run South 01°-39'-11" West along the east line of Lots 34 and 33 of said Addition to Mount Island Subdivision and along the west right-of-way line of Mount Island Drive West (60' r/w) a distance of 184.63 feet to the Point of Beginning of the following described Temporary Construction Easement: thence continue South 01°-39'-11" West along the east line of said Lot 33 and along the west right-of-way line of said Mount Island Drive West a distance of 10.56 feet; thence run North 88°-17'-18" West a distance of 29.95 feet; thence run North 87°-37'-15" West a distance of 41.01 feet; thence run North 08°-45'-31" West a distance of 2.54 feet; thence run North 84°-39'-06" East a distance of 62.50 feet; thence run South 87°-40'-10" East a distance of 9.39 feet to the Point of Beginning. The described Temporary Construction Easement contains 512 square feet (0.01 acre), more or less.

EXHIBIT "B"

THIS IS NOT A BOUNDARY SURVEY

LEGEND

POC POINT OF COMMENCEMENT

POB POINT OF BEGINNING

CTF CRIMP TOP PIPE

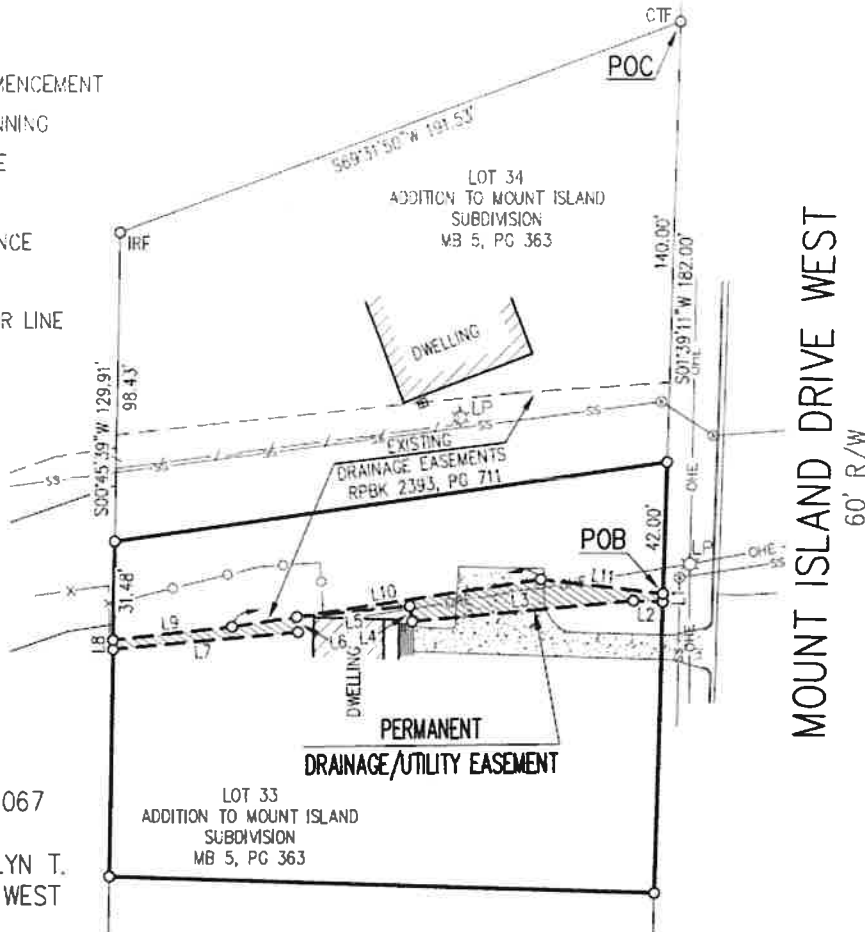
IRF IRON ROD

—○—○— CHAIN-LINK FENCE

— / — / — WOOD FENCE

————SS———— SANITARY SEWER LINE

LP LIGHT PCLE



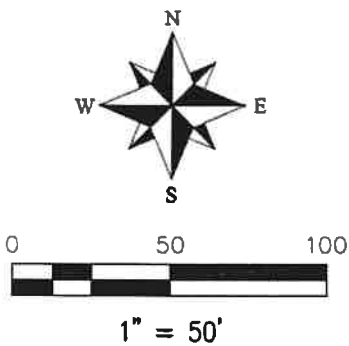
R02-29-08-20-3-000-067

KEY NO. 863328

GUMP, WILLIAM F. & ROSALYN T.

252 MOUNT ISLAND DRIVE WEST

MOBILE, AL 36606



LINE	BEARING	DISTANCE
L1	S01°39'11"W	2.63'
L2	N87°40'10"W	9.39'
L3	S84°39'06"W	71.04'
L4	N09°15'31"W	4.97'
L5	S84°20'35"W	36.35'
L6	S05°23'08"E	4.83'
L7	S84°36'52"W	59.51'
L8	N00°45'39"E	2.99'
L9	N83°31'55"E	38.27'
L10	N81°14'29"E	100.08'
L11	S83°16'20"E	39.24'

TRACT 10

CITY OF MOBILE PROJECT NUMBER

2018-3005-11, WOODCOCK CREEK

MAY 7, 2025

EXHIBIT B

EXHIBIT B- (cont.)

THIS IS NOT A BOUNDARY SURVEY

LEGEND

POC POINT OF COMMENCEMENT

POB POINT OF BEGINNING

CTF CRIMP TOP PIPE

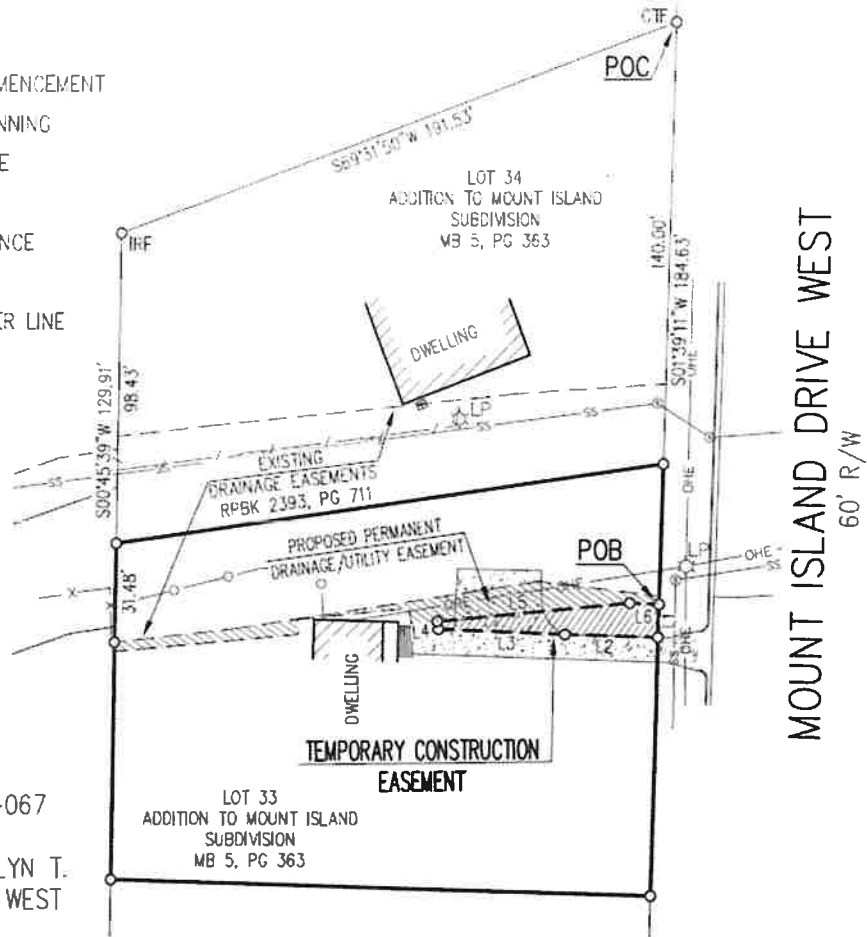
IRF IRON ROD

—○—○— CHAIN-LINK FENCE

— / — / — WOOD FENCE

—— SS —— SANITARY SEWER LINE

 LP LIGHT POLE



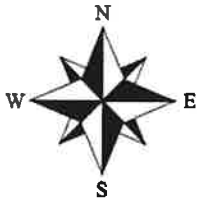
R02-29-08-20-3-000-067

KEY NO. 863328

GUMP, WILLIAM F. & ROSALYN T.

252 MOUNT ISLAND DRIVE WEST

MOBILE, AL 36606


$$1'' = 50'$$

LINE	BEARING	DISTANCE
L1	S01°39'11"W	10.56'
L2	N88°17'18"W	29.95'
L3	N87°37'15"W	41.01'
L4	N08°45'31"W	2.54'
L5	N84°39'06"E	62.50'
L6	S87°40'10"E	9.39'

TRACT 10

CITY OF MOBILE PROJECT NUMBER

2018-3005-11, WOODCOCK CREEK

MAY 7, 2025

EXHIBIT B

CAPITAL CONTRACT SUMMARY SHEET

(2 COPIES REQUIRED)

CONTRACT #

PROJECT NAME: Woodcock Creek Drainage Easement

CAPITAL PROJECT # C0777 DATE OF RECEIPT 02/04/2026

DEPT. PROJECT # 2018-3005-11

PROJECT DESCRIPTION CIP Woodcock Creek, West Branch Drainage

Permanent Drainage Easement and Permanent Utility Easement

CONTRACT AMOUNT \$ 4,591.00

VENDOR NAME Mary Ellen Zoghby and Karen Zoghby Charnock

VENDOR NUMBER 300221 / 300222

DEPT # 3005 DEPT NAME Engineering

CONTRACT ADMINISTRATOR John Forrester

Please Select by circling one (Type):

Architectural	Engineering	Testing	Professional Services
Construction (Unit Price)*	Construction**	<u>ROW (Acquisitions)</u>	
Performance-Contributed	Contractual	NonContractual	

RETAINAGE INFORMATION:

SHOULD RETAINAGE BE WITHHELD? Y___ N X; 5% of the 1st 50% ___ or If different, indicate special rate ___

**Unit Price Contracts are estimates per F. Kessler - do not require Change Orders*

***General Construction requires Change Order for 10% overages.*

Prepared by: Mary W. Daffin Date 2/4/2026

Revised 5/16/2022 Tiffany Hollins

**PERMANENT DRAINAGE EASEMENT
AND
PERMANENT UTILITY EASEMENT**

STATE OF ALABAMA)

COUNTY OF MOBILE)

KNOW ALL MEN BY THESE PRESENTS, that the undersigned, **MARY ELLEN ZOGHBY and KAREN ZOGBHY CHARNOCK** (hereinafter referred to as "GRANTORS") for and in consideration of the amount of Four thousand five hundred ninety-one and No/100 (\$4,591.00) Dollars, cash in hand paid to the undersigned by **THE CITY OF MOBILE**, a municipal corporation of the State of Alabama, (hereafter "**City**"), and the **BOARD OF WATER AND SEWER COMMISSIONERS OF THE CITY OF MOBILE**, a public corporation of the State of Alabama, (hereafter "**Board**"), (the City and Board hereafter collectively referred to as "**GRANTEES**") receipt whereof is hereby acknowledged, and for the further consideration of the general benefit which will accrue to the public, DO HEREBY, to the extent of GRANTOR'S power and authority to do so, and subject to the terms and conditions set forth herein, **REMISE, RELEASE, QUITCLAIM and CONVEY** unto the following **GRANTEES**:

1. The **CITY**, their successors and assigns, a permanent drainage easement full and free right, liberty and authority to enter upon and to construct, operate and maintain a storm drainage sewer and/or ditch, or other such drainage improvements as deemed necessary and appropriate by the **GRANTEES** for the Project No. 2018-3005-11, 2018 CIP Woodcock Creek, West Branch Drainage Improvements and any future projects along this easement, over, under and across the following described land, and;

**SEE "EXHIBIT A" ATTACHED HERETO
AS SHOWN IN "EXHIBIT B"**

It is understood between the parties that the rights in and to the above described property which the Grantors are relinquishing by this instrument include, but are not limited to, the right to plant and grow shade and ornamental trees on said property, and the right to place any structure, vehicle or other personal property on any part of the property above described, either temporarily or permanently. The CITY shall have the right to install fencing or 6-foot privacy fence or other improvements within the easement boundary line. Any such fencing or improvements shall be deemed a one-time installation only. The CITY shall have no duty or obligation to maintain, repair, replace, inspect, or assume liability for said fencing or improvements and all maintenance and upkeep shall be the sole responsibility of the Grantor, its successors, and assigns. Nothing herein shall be construed as an acceptance by the CITY of any maintenance responsibility.

TO HAVE AND TO HOLD, the said permanent drainage easement unto the **GRANTEES**, their successors and assigns, as appurtenant to its storm drainage sewer and/or ditch, or other drainage

improvements deemed appropriate and/or necessary so long as the CITY, its successors and assigns, shall continue to operate and use for such purposes the storm drainage sewer and/or ditch, or other such drainage improvements constructed thereon or thereunder; and,

2. The **BOARD**, its successors and assigns, a permanent utility easement for construction, operation, inspection, maintenance, replacement and removal of a utility line under the soil of the same strip of land running across the GRANTORS's parcel of real property, in the County of Mobile, State of Alabama which strip and easement are more particularly described as follows:

**SEE EXHIBIT "A" ATTACHED HERETO
AS SHOWN IN EXHIBIT "B"**

TO HAVE AND TO HOLD unto **BOARD**, its successors and assigns, for so long as the GRANTEES, its successors and assigns, shall continue to use said easement for such purposes as stated herein.

Except as otherwise provided herein, GRANTEES do hereby obtain all the rights and privileges necessary or convenient for the full enjoyment or use of said easement, including the right of necessary and reasonable ingress and egress by the agents and employees of GRANTEES, their successors and assigns, over, and across the strip of land hereinabove described for the purpose of laying, inspecting, repairing, and maintaining said line or lines under the soil along said strip.

It is understood and agreed by all parties hereto that the rights hereby granted are subject to the following terms and conditions:

- a. This easement is made subject to any and all liens, encumbrances, easements, rights of way and all other matters recorded in the office of the Judge of Probate, Mobile County, Alabama.
- b. All construction and maintenance of the utility line or lines will be the full responsibility of the **BOARD**.
- c. **BOARD** covenants that the initial improvements to the Subject Property will be in substantial compliance with the CITY'S storm water ordinances and with those engineering drawings prepared by Michael Baker International which such drawings are hereby incorporated by reference herein as a part hereof. The said utility line shall be constructed only after approval by the CITY'S Engineering Department via the CITY'S Land Disturbance Permitting Process.
- d. Any City owned drainage improvements and/or structures are to be identified, noted and protected on plans submitted via the CITY'S Land Disturbance Permitting Process.
- e. **BOARD**, in the construction or maintenance of the utility line, will not be permitted to interfere with maintenance operations, nor alter the hydraulic capacity or function of any adjacent drainage systems. Any damage to the said drainage systems resulting from activities by the **BOARD** will be repaired or replaced to design capacity and function at **BOARD**'S sole expense.

- f. Any and all lands and /or improvements, disturbed in the utilization of the rights hereby granted will be restored by the BOARD to a condition substantially the same as existed immediately prior to said disturbance; BOARD must establish vegetation or provide other means of erosion control on all areas disturbed by any of its activities and any erosion caused by its activities must be repaired all at no direct cost to the GRANTORS.
- g. The easement granted hereby may not be conveyed by the BOARD without the written consent of the GRANTORS, which such consent will be granted or withheld at the sole discretion of the GRANTORS.
- h. Except as otherwise provided herein, BOARD does hereby obtain all rights and privileges necessary or convenient for full enjoyment or use of said easement.
- i. In consideration of the above, Grantor hereby releases City from all consequential damages, present or prospective to the property of Grantor, arising out of construction, maintenance or repair of said easement.
- j. The rights conveyed pursuant to this easement shall be deemed conveyed when this instrument is signed by all parties hereto.

IN WITNESS WHEREOF, this instrument is executed this the 29 day of January, 2026

GRANTORS/OWNERS:

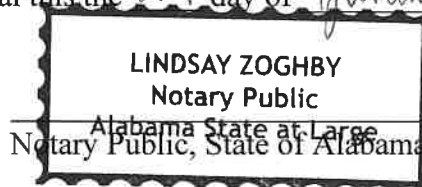
Mary Ellen Zoghby
Mary Ellen Zoghby (printed name)

Karen Zoghby Charnock
Karen Zoghby Charnock (printed name)

STATE OF ALABAMA)
COUNTY OF MOBILE)

I, the undersigned, a Notary Public in and for said County in said State, hereby certify that Mary Ellen Zoghby and Karen Zoghby Charnock, whose names are signed to the foregoing instrument, and who are known to me, acknowledged before me on this day that, being informed of the contents of said instrument, they executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this the 29 day of January, 2026



My Commission Expires: 2-11-27

GRANTEES:
**BOARD OF WATER AND SEWER
COMMISSIONERS OF THE CITY OF MOBILE,**
a Public Corporation

By: _____
Daryl B. Russell
Its: Director of Planning & Market Development

STATE OF ALABAMA)
COUNTY OF MOBILE)

I, the undersigned, a Notary Public in and for said County in said State, hereby certify that Daryl B. Russell as Director of Planning & Market Development of the Board of Water and Sewer Commissioners of the City of Mobile, a public corporation, is signed to the foregoing conveyance, and who is known to me, acknowledged before me on this day that, being informed of the contents of the above and foregoing conveyance, that he, as such officer and with full authority, executed the same voluntarily for and as the act of said public corporation, on the day the same bears date.

Given under my hand and official seal this the ____ day of _____ 20__.

Notary Public, State of Alabama

My Commission Expires: _____

GRANTEES:
CITY OF MOBILE, a Municipal Corporation

By: _____
Spiro N. Cheriogotis, Mayor

ATTEST:

City Clerk, Lisa C. Lambert

GRANTEES:
Board of Water and Sewer Commissioners
of the City of Mobile
207 N. Catherine Street
Mobile, AL 36603

City of Mobile
P.O. Box 1827
Mobile, AL 36633-1827

GRANTORS:
Mary Ellen Zoghby and Karen Zoghby Charnock
2617 S. Florida Street
Mobile, AL 36606

This instrument prepared by:
City of Mobile
P.O. Box 1827
Mobile, AL 36633

EXHIBIT "A"
CITY OF MOBILE PROJECT NUMBER
2018-3005-11, WOODCOCK CREEK

TRACT 12

State of Alabama
County of Mobile

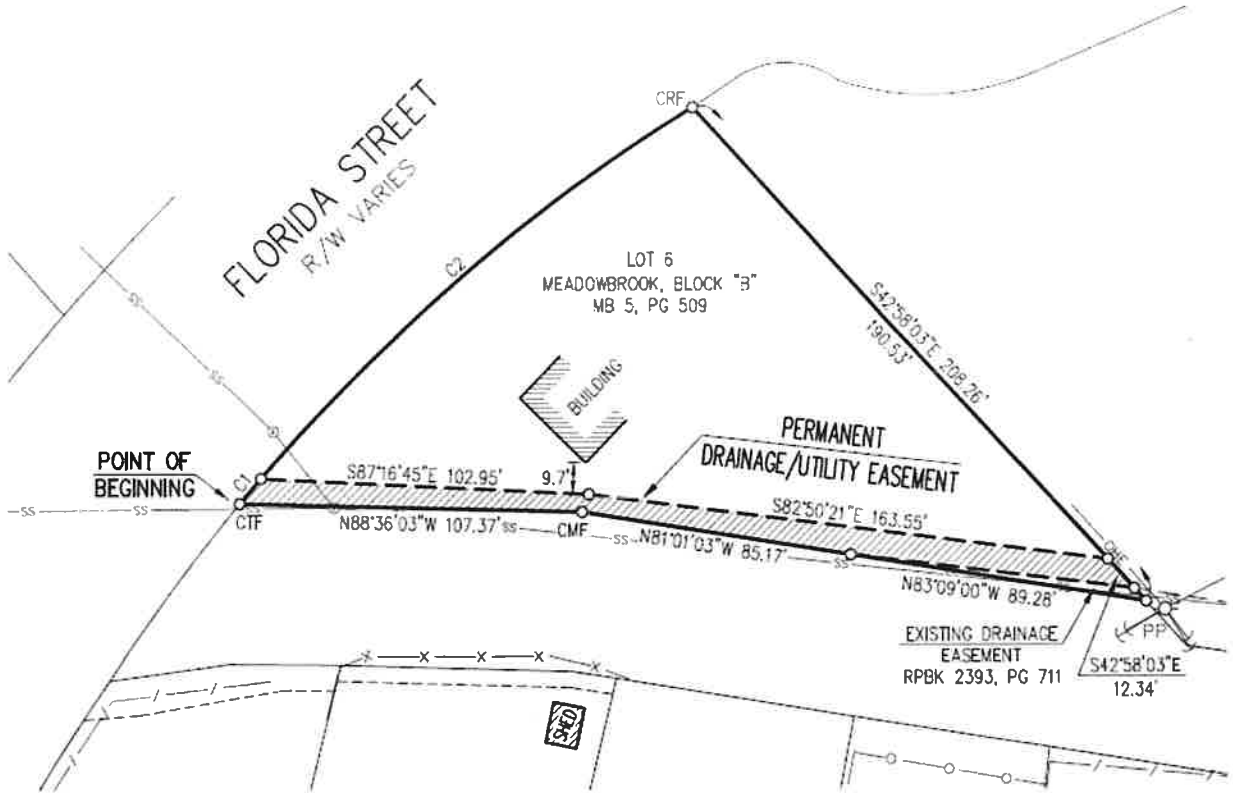
A portion of Lot 6, Meadowbrook, Block "B", as recorded in Map Book 5, Page 509 of the records in the office of the Judge of Probate, Mobile County, Alabama,

more particularly described as follows:

Beginning at a crimp top pipe at the southwest corner of Lot 6, Meadowbrook, Block "B", as recorded in Map Book 5, Page 509 of the records in the office of the Judge of Probate, Mobile County, Alabama; thence run northeastwardly along the east right-of-way line of Florida Street (variable r/w), along the west line of said Lot 6, and along the arc of a curve to the right (having a delta of 01°-01'-07", a radius of 571.53 feet, a chord bearing of North 40°-25'-13" East, and a chord length of 10.16 feet) an arc distance of 10.16 feet; thence run South 87°-16'-45" East a distance of 102.95 feet; thence run South 82°-50'-21" East a distance of 163.55 feet to the northeast line of said Lot 6; thence run South 42°-58'-03" East along said east line a distance of 12.34 feet to the north line of an existing drainage easement (Real Property Book 2393, Page 711); thence run North 83°-09'-00" West along the north line of said existing drainage easement a distance of 89.28 feet to the south line of said Lot 6; thence run North 81°-01'-03" West along the south line of said Lot 6 a distance of 85.17 feet to a 4"x4" concrete monument; thence run North 88°-36'-03" West along the south line of said Lot 6 a distance of 107.37 feet to the Point of Beginning. The described Permanent Drainage/Utility Easement contains 1,996 square feet (0.05 acre), more or less.

EXHIBIT "B"

THIS IS NOT A BOUNDARY SURVEY



CURVE	DELTA ANGLE	RADIUS	ARC LENGTH	CHORD BEARING	CHORD LENGTH
C1	1°01'07"	571.53'	10.16'	N40°25'13"E	10.16'
C2	17°48'48"	571.53'	177.69'	N49°50'11"E	176.97'

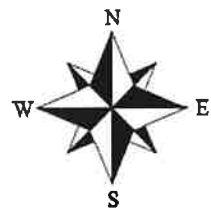
LEGEND

CTF	CRIMP TOP PIPE
CMF	4"x4" CONCRETE MONUMENT
CRF	CAPPED REBAR (POLY)
	CHAIN-LINK FENCE
	WOOD FENCE
	WIRE FENCE
	UTILITY POLE WITH ANCHOR
	OVERHEAD UTILITY LINE

R02-29-08-20-3-000-086

KEY NO. 863514

ZOGHBY, MARY ELLEN &
CHARNOCK, KAREN ZOGHBY
2617 S. FLORIDA ST
MOBILE, AL 36606


$$1'' = 50'$$

MAY 7, 2025

EXHIBIT B

TRACT 12
CITY OF MOBILE PROJECT NUMBER
2018-3005-11, WOODCOCK CREEK

RESOLUTION

Sponsored by Mayor Spiro N. Cheriogotis and Councilmember Corey Penn

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MOBILE, ALABAMA, that the City hereby accepts the following easements for the 2018-3005-11 CIP Woodcock Creek, West Branch Drainage Improvements:

- Tract 2, Permanent Drainage Easement and Permanent Utility Easement, from Jason Mark Krause and Brandon Toomey
- Tract 3, Permanent Drainage Easement with Temporary Construction Easement and Permanent Utility Easement, from Greg Murphy
- Tract 4, Permanent Drainage Easement and Permanent Utility Easement, from ALMAZ BOTA, LLC, a limited liability company
- Tract 6, Permanent Drainage Easement and Permanent Utility Easement, from Brenda J. Pierce
- Tract 10, Permanent Drainage Easement with Temporary Construction Easement and Permanent Utility Easement, from William F. Gump and Rosalyn Gump
- Tract 12, Permanent Drainage Easement and Permanent Utility Easement, from Mary Ellen Zoghby and Karen Zoghby Charnock

SAID documents with sketches being attached hereto and made a part hereof as fully as if set forth herein.

Adopted:

City Clerk



AGENDA ITEM SUMMARY SHEET

Agenda of: March 3, 2026

Submitted by:

James Roberts, Sr Dir-Neighborhood Dev

Sponsored by:

Cory Penn, Councilmember
Spiro Cheriogotis, INACTIVE

Purpose and Scope of Project:

Amount of Contract:

Funding Source

ATTACHMENTS:

1. PY 2026 Resolution for Council

REVIEWERS:

Shakeena Cox
James Roberts
James Barber

RESOLUTION

Sponsored By: Mayor William S. Stimpson and Councilor Cory Penn

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MOBILE, ALABAMA, that the Action Plan for 2026 is hereby adopted. Said Plan shall direct resources to develop a viable urban community by providing decent affordable housing and a suitable living environment along with expanding economic opportunities for low and moderate-income persons. Said Action Plan is the fourth installment within the City's overall five-year "2023-2027 Consolidated Housing and Community Development Plan," and establishes projects for the next Program Year from May 1, 2026 through April 30, 2027, to be funded with assistance from the following three programs which are funded by the U.S. Department of Housing and Urban Development (HUD): Community Development Block Grants (CDBG), HOME Investment Partnership Grants (HOME), and Emergency Solutions Grants (ESG). This funding being authorized and permitted to be drawn on a first in first out accounting basis. The City followed its HUD and City Council approved Citizen Participation Plan throughout the process.

BE IT FURTHER RESOLVED that the Mayor, or his designee, is authorized to act on behalf of the City of Mobile in the filing of this plan with HUD, and that this authorization extends to the execution of all required certifications and to all other actions required to obtain referenced Federal funds. The Mayor, or his designee, is further authorized to execute Subrecipient Agreements, Conditional Commitment Letters, Developer Agreements, Administrative Agreements, Loan Agreements, and associated security documents on behalf of the City in accordance with the funding recommendations attached herein as Exhibit 1.

A copy of this Plan shall remain on file in the office of the City Clerk.

Adopted:

Lisa C. Lambert, City Clerk

EXHIBIT 1



2026 Program Year Action Plan

PY 2026-2027 ACTION PLAN PROJECTS AND COMMUNITY PARTNERS

Community Development Block Grant (CDBG)

City of Mobile Programs

HUD Category

Administration (City of Mobile)	Administration	593,400
Public Facility and Improvements	Public Facilities	250,000
Float Loan Program	Various Eligibilities	1,000,000
Housing Rehabilitation	Decent Housing	995,360
Microenterprise Loan Program	Economic Opportunity	86,186
Blight Removal	Decent Housing	450,000
SUBTOTAL – CITY OF MOBILE PROGRAMS		3,374,946

Community Development Block Grant (CDBG)

Public Services

HUD Category

Dearborn YMCA	Public Services	12,000
Dumas Wesley Community Center	Public Services	15,000
Districts 1, 2, and 3 Food Pantry Program	Public Services	45,000
Legal Services of Alabama-Fair Housing	Public Services	40,000
Legal Services of Alabama-Will Program	Public Services	40,000
Mobile Area Interfaith Conference	Public Services	20,000
Mobile Housing Authority	Public Services	9,000
Ozanam Charitable Pharmacy	Public Services	45,000
VIA Senior Services	Public Services	15,000
VIA Volunteer Guardian Program	Public Services	15,000
United Methodist Inner City Mission	Public Services	43,000
United Way of Southwest Alabama	Public Services	6,000
City of Mobile Intern Program	Public Services	10,240
SUBTOTAL – PUBLIC SERVICES		315,240

TOTAL ANTICIPATED CDBG FUNDING \$ 3,690,186

Emergency Solutions Grant (ESG)

HUD Category

Administration (City of Mobile)	Administration	15,000
Legal Services of Alabama	Homeless Prevention	66,682
McKemie Place	Emergency Shelter	28,000
Family Promise	Emergency Shelter	25,000
Penelope House Family Violence Center	Emergency Shelter	40,000
Franklin Primary Health Center	Street Outreach	15,000
Salvation Army	Emergency Shelter	14,500

TOTAL ANTICIPATED ESG FUNDING \$ 204,182

HOME Investment Partnership Program (HOME) &

City of Mobile and Developers

HUD Category

Administration (City of Mobile)	Administration	99,200
Homebuyer Activities-(TBD)	Decent Housing	149,100
Affordable Housing-Homebuyer/Rental Activities (TBD)	Decent Housing	745,207

TOTAL ANTICIPATED HOME FUNDING \$ 993,507

SUMMARY: 2026-2027 ANTICIPATED HUD FUNDING

Community Development Block Grant (CDBG)	\$ 3,690,186
Emergency Solutions Grant (ESG)	\$204,182
HOME Investment Partnership Program (HOME)	\$993,507
GRAND TOTAL	\$ 4,887,875



AGENDA ITEM SUMMARY SHEET

Agenda of: March 3, 2026

Submitted by:

Ricardo Woods, City Attorney

Sponsored by:

Spiro Cheriogotis, INACTIVE

Purpose and Scope of Project:

Authorize Settlement Agreement and Release of Claims: Z. Christian

Amount of Contract:

Funding Source

ATTACHMENTS:

1. Resolution.Settlement Zoie Christian 2026

REVIEWERS:

Patricia Primm

Cherlina Monteiro

James Barber

RESOLUTION

Sponsored by: Mayor Spiro N. Cheriogotis

BE IT RESOLVED by the City Council of the City of Mobile, that the City Attorney and the City Council Attorney, or their respective designees, be, and they hereby are, authorized to execute for and on behalf of the City of Mobile and the City Council of the City of Mobile, Alabama, the Settlement Agreement and Release of Claims arising out of the claims of Zoie Christian, as outlined in the Settlement Agreement and Release of Claims. A copy of said settlement agreement is on file in the Office of the City Clerk.

Adopted:

City Clerk



AGENDA ITEM SUMMARY SHEET

Agenda of: March 3, 2026

Submitted by:

Ricardo Woods, City Attorney

Sponsored by:

Spiro Cheriogotis, INACTIVE

Purpose and Scope of Project:

Authorize Settlement Agreement and Release of Claims: Jamyre K. Reed

Amount of Contract:

Funding Source

ATTACHMENTS:

1. Resolution.Settlement Jamyre Reed 2026

REVIEWERS:

Patricia Primm

Cherlina Monteiro

James Barber

RESOLUTION

Sponsored by: Mayor Spiro N. Cheriogotis

BE IT RESOLVED by the City Council of the City of Mobile, that the City Attorney and the City Council Attorney, or their respective designees, be, and they hereby are, authorized to execute for and on behalf of the City of Mobile and the City Council of the City of Mobile, Alabama, the Settlement Agreement and Release of Claims arising out of the claims of Jamyre Reed, as outlined in the Settlement Agreement and Release of Claims. A copy of said settlement agreement is on file in the Office of the City Clerk.

Adopted:

City Clerk