AGENDA
Mobile City Council

Auditorium
Government Plaza
205 Government Street
Mobile, AL 36644

Tuesday, March 24, 2026, 10:30 AM

1. **CALL TO ORDER**

2. **INVOCATION**

   Dr. Dan Taylor, Public Safety Chaplain

3. **PLEDGE OF ALLEGIANCE**

4. **ROLL CALL**

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

6. **APPROVAL OF MINUTES**

   March 17, 2026

7. **COMMUNICATIONS FROM THE MAYOR**

8. **ADOPTION OF THE AGENDA**

9. **APPEALS**

   Request of St. Catherine of Sienna Parish for a waiver of the Noise Ordinance at 2605

Spring Hill Avenue on April 3, 2026, from 8:00 p.m. - 11:00 P.M. (District 1).

Request of Maura Mandyck for a waiver of the Noise Ordinance at Mardi Gras Park on March 28, 2026, from 12:00 p.m. - 1:30 p.m. (District 2).

Request of Chelsea Miller for a waiver of the Noise Ordinance at 1565 Dauphin Street on March 28, 2026, from 4:30 p.m. - 10:00 p.m. (District 2).

Request of Archdiocese of Mobile for a waiver of the Noise Ordinance at Spanish Plaza, Bienville Square, and Cathedral Square on April 3, 2026, from 10:00 a.m. - 11:30 a.m. (District 2).

Request of Devon McKibben for a waiver of the Noise Ordinance at 2301 Airport Boulevard on April 18, 2026, from 6:00 p.m. - 9:30 p.m. (District 2).

Request of Anitra Smalls for a waiver of the Noise Ordinance at 777 Gorgas Street on April 18, 2026, from 8:00 a.m. - 3:00 p.m. (District 3).

Request of John Brutkiewicz for a waiver of the Noise Ordinance at 56 St. Joseph Street on May 2, 2026, from 4:00 p.m. - 7:00 p.m. (District 2).

Request of Kimberly Thompson for a waiver of the Noise Ordinance at Langan Park on April 3, 2026, from 9:30 a.m. - 2:00 p.m. (District 7).

10. PRESENTATION OF PETITIONS AND OTHER COMMUNICATIONS TO THE COUNCIL

Fred Rendfrey - recap of Business Improvement District services during Mardi Gras.

Patsy Holiday Alexander - request police participation in a community walk/fundraiser on April 11, 2026.

Tammy White - provide information about upcoming Wild About Change event benefitting Helping Surviving Mothers organization.

11. ORDINANCES HELD OVER

34-014 Ordinance to levy taxes for this tax year beginning October 1, 2026, and for successive years, on all real and personal property and intangibles located in certain areas within the corporate limits of the City of Mobile and to except from such taxes other areas within the corporate limits of the City of Mobile (sponsored by Mayor Cheriogotis).

12. RESOLUTIONS HELD OVER

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.).

01-287 Authorize Clarifying Amendment to Project Agreement with Airbus Americas, Inc. (sponsored by Mayor Cheriogotis) (submitted by Ricardo Woods, City Attorney).

01-288 Authorize the Federal Trade Zone Operator Agreement with Nudraulix, Inc. DK LOK USA (sponsored by Mayor Cheriogotis) (submitted by Ricardo Woods, City Attorney).

08-291 Approve purchase order to McSweeney Auto Group Clanton, LLC for 2 Chevrolet passenger vans for MPD; $94,890.80 (sponsored by Mayor Cheriogotis) (submitted by John Paine, Purchasing Dept.).

08-293 Approve purchase order to Stivers Ford Lincoln, Inc. for 3 Ford crew cab pickup trucks for Sanitation Dept.; $93,660.00 (sponsored by Mayor Cheriogotis) (submitted by John Paine, Purchasing Dept.).

21-297 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 City Council and Mayor Cheriogotis) (submitted by Ricardo Woods, City Attorney).

21-298 Authorize Contract with VSC Fire & Security, Inc. for fire sprinkler and backflow preventer inspections and repair for various City locations; $93,610.00 (sponsored by Mayor Spiro N. Cheriogotis) (submitted by Carleen Stout-Clark, REAM Dept.).

23-299 Accept Deed from Tiffany Roux Shinn for property located on Josephine St., for Segment 5 of the CIP Mobile Greenway Initiative (sponsored by Mayor Cheriogotis) (submitted by Jennifer Greene, PPM and Carleen Stout-Clark, REAM Dept.).

23-300 Accept Deed from Patricia Davis Farr for property located north of Knowles St. and west of Bristol Ct. for Three Mile Creek, Segment 2 of the CIP Mobile Greenway Initiative (sponsored by Mayor Cheriogotis) (submitted by Jennifer Greene, PPM and Carleen Stout-Clark, REAM Dept.).

13. ORDINANCES BEING INTRODUCED

09-015 Ordinance to amend Article IV of Chapter 15 of the Mobile City Code relating to the Museum of the City of Mobile (sponsored by Councilmember Josh Woods) (submitted by Jonathan Maples, City Council Attorney).

34-016 Ordinance to Amend Chapter 34 - Licenses and Taxation - of the Mobile City Code (sponsored by Mayor Cheriogotis) (submitted by Ricardo Woods, City Attorney).

36-017 Ordinance to amend the Mobile City Code to add Chapter 36 "Consumable Hemp Products" (sponsored by Mayor Cheriogotis) (submitted by Ricardo Woods, City Attorney).

14. CONSENT RESOLUTIONS BEING INTRODUCED

60-303 Determine an appropriation to A Noble Foundation serves a public purpose and approve payment (sponsored by Councilmember Penn) (submitted by Donna Bryars, Finance Dept.).

60-304 Determine an appropriation to Brothers Working Together serves a public purpose and approve payment (sponsored by Councilmember Penn) (submitted by Donna Bryars, Finance Dept.).

60-305 Determine an appropriation to Brothers Working Together serves a public purpose and approve payment (sponsored by Councilmember Gregory) (submitted by Donna Bryars, Finance Dept.).

60-306 Determine an appropriation to Eureka Chapter #1 serves a public purpose and approve payment (sponsored by Councilmember Penn) (submitted by Donna Bryars, Finance Dept.).

15. CIP RESOLUTIONS BEING INTRODUCED

01-307 Authorize Agreement with Kingdom Construction Group, LLC for Bolton's Branch Drainage Improvements; $828,213.00 (sponsored by Councilmember Fleming and Mayor Cheriogotis) (submitted by John Forrester, Engineering Dept.).

16. RESOLUTIONS BEING INTRODUCED

01-308 Authorize Operating Agreement with Mobile Museum Board for operations and management of History Museum of Mobile, Fort Conde, and the Phoenix Fire Museum (sponsored by Mayor Cheriogotis) (submitted by Ricardo Woods, City Attorney).

08-309 Approve purchase order to Butler Complete Services, LLC for drainage vegetation and debris removal at 3525 Demetropolis Road to Halls Mill Road; $29,479.59 (sponsored by Mayor Cheriogotis) (submitted by John Paine, Purchasing Dept.).

08-310 Approve purchase order to Gaines Utility Construction Company, LLC for drainage vegetation and debris removal from 401 Western Drive to 3320 Moffett Road; $22,998.99 (sponsored by Mayor Cheriogotis) (submitted by John Paine, Purchasing Dept.).

08-311 Approve purchase order to H. F. Glaude Construction for drainage vegetation and debris removal from 1133 Doyle Avenue to Shore Acres Drive; $17,660.53 (sponsored by Mayor Cheriogotis) (submitted by John Paine, Purchasing Dept.).

08-312 Approve purchase order to Godwin Land Solutions, LLC for drainage vegetation and debris removal from 1501 Satchel Paige Dr. to 675 Boiling Brothers Blvd.; $17,000.00 (sponsored by Mayor Cheriogotis) (submitted by John Paine, Purchasing Dept.).

08-313 Approve purchase order to Hughes 360 Services, LLC for drainage vegetation and debris removal from 52 Old Shell Road to 3153 Heather Street; $27,500.00 (sponsored by Mayor Cheriogotis) (submitted by John Paine, Purchasing Dept.).

08-314 Approve purchase order to Galls, LLC for body armor protective vests for MPD; $75,460.56 (sponsored by Mayor Cheriogotis) (submitted by John Paine, Purchasing Dept.).

08-315 Approve purchase order to Jasper Seating Company, Inc. for furniture for Africatown Welcome Center; $34,530.03 (sponsored by City Council and Mayor Cheriogotis) (submitted by John Paine, Purchasing Dept.).

08-316 Approve purchase order to MHC Hino, LLC for knuckleboom trash loader for Trash Dept.; $231,579.40 (sponsored by Mayor Cheriogotis) (submitted by John Paine, Purchasing Dept.).

08-317 Approve purchase order to Southern Earth Sciences, Inc. for geotechnical services for Dauphin Island Parkway Community Center; $16,651.00 (sponsored by Councilmember Small and Mayor Cheriogotis) (submitted by John Paine, Purchasing Dept.).

08-318 Approve purchase order to Sunbelt Fire, Inc. for fire bunker coats, boots, pants, and helmets for MFRD; $118,170.00 (sponsored by Mayor Cheriogotis)

(submitted by John Paine, Purchasing Dept.).

09-319 Transfer funds from Capital Project Convention Center Capital to Convention Center - Exterior Painting for extended construction administration services; $70,000.00 (sponsored by Mayor Spiro Cheriogotis) (submitted by Carleen Stout-Clark, REAM Dept.).

13-320 Authorize Change Order with Bienville Construction Services, LLC for abatement of asbestos at Dauphin Island Parkway Community Center; $47,379.25 (sponsored by Councilmember Small and Mayor Cheriogotis) (submitted by Carleen Stout-Clark, REAM Dept.).

21-321 Authorize Amendment No.1 to Contract with McCrory & Williams, Inc. for erosion mitigation at Azalea City Golf Course and 12-Mile Creek project; $7,295.00 (sponsored by Councilmember Gregory and Mayor Cheriogotis) (submitted by Jennifer Greene, Program & Project Mgmt.).

60-322 Affirm 30-day suspension of B & B Wrecker Service from the City's wrecker rotation list (sponsored by Councilmember Reynolds) (submitted by Jonathan Maples, City Council Attorney).

21-323 Authorize Contract with Urban SDK, Inc. for vehicle traffic analytics software; $64,125.00 (sponsored by Mayor Cheriogotis) (submitted by Ricardo Woods, City Attorney).

17. ANNOUNCEMENTS

CITY CLERK DEPARTMENT
2026 MAR 19 AM 10:49

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: Frederick G. Bori, Jr. (St. Catherine of Siena Parish)
PLEASE PRINT ALL INFORMATION

Home Phone Number: 251-473-1415 Cell Number: 251-404-7814

Organization (if applicable) St. Catherine of Siena Parish

Mailing Address of Applicant 2605 Spring Hill Ave. Mobile, AL 36607

Telephone No. 251-473-1415 E-mail address stcathmob@gmail.com

Location or address of event where amplification will be used:

Date of Event: Apr. 13, 2026 Starting Time: 8PM Ending Time 11PM

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

Type of Event: Religious Procession

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

Music containing obscene language or profanity is prohibited

Send form/letter to: Lisa C. Lambert, City Clerk
P. O. Box 1827 Mobile, AL 36633
(251) 208-7411, Fax. (251) 208-7578
Or e-mail to: cityclerk@cityofmobile.org

APPLICATION FOR WAIVER OF NOISE ORDINANCE

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

Date of Event: 03/28/2026 Starting Time: 12:00 p.m. Ending Time: 1:30 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 X NO

Music containing obscene language or profanity is prohibited

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

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Name of Applicant: Chelsea Miller
PLEASE PRINT ALL INFORMATION

Home Phone Number: n/a Cell Number: 248-504-1774

Organization (if applicable) _____

Mailing Address of Applicant 1565 Dauphin Street Mobile, AL 36604

Telephone No. 248-504-1774 E-mail address chelsearossmiller@gmail.com

Location or address of event where amplification will be used:

1565 Dauphin Street Mobile, AL 36604

Date of Event: March 28, 2026 Starting Time: 4:30 PM Ending Time 10:00 PM
(NOTE: In residential areas, cannot go beyond 10:00 p.m.)

Type of Event: Elopement Party

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: Dillon J. Stein

PLEASE PRINT ALL INFORMATION

Home Phone Number: (251)455-6520 Cell Number: (251)455-6520

Organization (if applicable) Archdiocese of Mobile

Mailing Address of Applicant 352 Government St. Mobile, AL

Telephone No. (251)433-4138 E-mail address dstein@mobarch.org

Location or address of event where amplification will be used:
Spanish Plaza, Bienville Square, Cathedral Square

Date of Event: 04/03/26 Starting Time: 10:00 a.m. Ending Time 11:30 a.m.

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

Type of Event: Good Friday Stations of the Cross procession

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

Music containing obscene language or profanity is prohibited

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

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Name of Applicant: Devon Mckibben
PLEASE PRINT ALL INFORMATION

Home Phone Number: 251-264-0931 Cell Number: 251-264-0931

Organization (if applicable) Snakepit Booking

Mailing Address of Applicant 8880 Home Avenue, Irvington, AL, 36544

Telephone No. 251-264-0931 E-mail address devonmckibben9948@gmail.com

Location or address of event where amplification will be used:
Mobile Skate Park

Date of Event: 04/18/2026 Starting Time: 6:00 PM Ending Time 9:30 PM

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

Type of Event: Music show featuring local bands

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

Music containing obscene language or profanity is prohibited

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P. O. Box 1827 Mobile, AL 36633
(251) 208-7411; Fax: (251) 208-7576
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Name of Applicant: Anitra Smalls
PLEASE PRINT ALL INFORMATION

Home Phone Number: 251.401.8201 Cell Number: 251.401.8201

Organization (if applicable) Field B Community Event

Mailing Address of Applicant 1723 Seven Hills Mobile 36606

Telephone No. 251.401.8201 E-mail address anitrasmalls@gmail.com

Location or address of event where amplification will be used:
777 Gorgas St. Mobile (36603)

Date of Event: 4.18.26 Starting Time: 8am Ending Time 3pm

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

Type of Event: Community Training & Information

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: John Brutkiewicz
PLEASE PRINT ALL INFORMATION

~~Home~~ Office Phone Number: 251·405·3022 Cell Number: 251·508·4154

Organization (if applicable) _____

Mailing Address of Applicant 601 St. Joseph St. Ste. 210 Mobile, AL 36602

Telephone No. 251·405·3022 E-mail address jcb@johnbrutkiewiczlaw.com

Location or address of event where amplification will be used:

56 St. Joseph St. between St. Michael St and St. Francis St.

Date of Event: 5/2/2026 Starting Time: 4:00p.m Ending Time 7:00p.m

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

Type of Event: Engagement Party for my son - Jack Brutkiewicz

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: Kimberly A Thompson
PLEASE PRINT ALL INFORMATION

Home Phone Number: 251-423-3958 Cell Number: 251-422-8427

Organization (if applicable) _____

Mailing Address of Applicant 5109 Overlook Rd Mobile AL 36618

Telephone No. _____ E-mail address youthofdestiny.tld@gmail.com

Location or address of event where amplification will be used:
Langan Park Pavilion # 10

Date of Event: April 3, 2026 Starting Time: 9:30 AM Ending Time 2:00 PM
(NOTE: In residential areas, cannot go beyond 10:00 p.m.)

Type of Event: Easter Egg Hunt

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

Music containing obscene language or profanity is prohibited

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

ADDRESSING THE CITY COUNCIL

This form must be received in the City Clerk's Office by 2:00 p.m., on the Thursday **before** the next City Council meeting you would like to speak at. This form must be filled out to speak about a non-agenda item and your topic must concern City of Mobile business.

Please return this form to:

City Clerk's Office
205 Government Street
9th Floor, South Tower
Mobile, Al 36644
Fax: (251) 208-7576
Email: cityclerk@cityofmobile.org

Your comments will be limited to three (3) minutes

Name: Fred Rendfrey Date: 3/17/2026

Address: 261 Dauphin Street Mobile, Alabama 36602

Phone: 251.434.8498 Email: fred@downtownmobile.org

Date to Address City Council: March 24, 2026

Subject (must complete):

BID Services Mardi Gras Recap

Specific Questions:

Signature: Fred Rendfrey

CITY CLERK DEPARTMENT
2026 MAR 16 PM 1:13

ADDRESSING THE CITY COUNCIL

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

Please return this form to:

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

Your comments will be limited to three (3) minutes

Name: Patsy Holiday Alexander Date: 3/16/26

Address: 6721 Candlelight Ct. Mobile, AL. 36695

Phone: 251-599-7318 Email: patsyalexander3@aol.com

Date to Address City Council: March 24, 2026

Subject and/or specific questions (must complete):

Holiday Transitional Center is having their 6 Community Walk Fundraise on April 11, 2026 We are requesting police partication due to threats in the United States because of the war.

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

Holiday Transitional center is a 501(C)(3) nonprofit org. We empower, support and provide residention, education For women that are experiencing homelessness in the City + County of Mobile

Signature: Patsy Alexander Exec Director

From: City Clerk
To: Pafenbach, Lana
Subject: Fw: CityofMobile.org: Addressing City Council Submission
Date: Thursday, March 19, 2026 8:01:30 AM

From: cityofmobile@forms.dwdgo.net <cityofmobile@forms.dwdgo.net>
Sent: Wednesday, March 18, 2026 9:25 PM
To: City Clerk <cityclerk@cityofmobile.org>
Subject: CityofMobile.org: Addressing City Council Submission

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Name: Tammy White
Date To Address Council: 2026-03-18
Address: 4100 Fenwick Loop W
Email: Admin@Surviving36.org
Phone: 251-607-8252
Subject And Specific Questions: Our upcoming Wild about change event. Helping Surviving Mothers navigate through the unimaginable.
Pertain To City Business: Our organization has been present serving the city of Mobile residents since 2020 With resources from therapy, gravemarkers and assist with funeral services.
Signature: Tammy White Steele
Signature Verify: X
Agree: X
Date Submitted: 2026-03-18 21:25:19

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AN ORDINANCE TO LEVY TAXES FOR THIS TAX YEAR BEGINNING OCTOBER 1, 2026, AND FOR SUCCESSIVE YEARS, ON ALL REAL AND PERSONAL PROPERTY AND INTANGIBLES LOCATED IN CERTAIN AREAS WITHIN THE CORPORATE LIMITS OF THE CITY OF MOBILE AND TO EXCEPT FROM SUCH TAXES OTHER AREAS WITHIN THE CORPORATE LIMITS OF THE CITY OF MOBILE.

BE IT ORDAINED BY THE COUNCIL OF THE CITY OF MOBILE, ALABAMA, as follows:

SECTION 1: For the purpose of paying the expenses of the City Government, the Council of the City of Mobile does hereby lay, levy, and assess for the municipal tax year, beginning October 1, 2026, and for successive tax years, ad valorem taxes on all real and personal property and intangibles located within the corporate limits of the City of Mobile, including, without limitations, property situated in the following described areas within the corporate limits of the City of Mobile, and which may be subjected to municipal ad valorem taxes under the Constitution and Laws of the State of Alabama, viz.:

“A”

Commencing at the intersection of the west harbor line of Mobile River and the township line between Township 3 south and Township 4 south; thence eastwardly along said township line to the point where the same intersects the east shore line of Blakely Island on Polecat Bay; thence southwardly along the meanders of the said east shore line of Blakely Island and the north shore line of the Mobile Bay Bridge Causeway to a point on said north shore line of said Causeway where said shore line is intersected by the north-south Coordinate Line 336,000 of the Transverse Mercator Projection for Alabama west Zone as used officially on Maps of the Mobile Bay area by the United States Corps of Engineers; thence south along said coordinate line to the point of its intersection with the south boundary line of Township 4 south, thence westwardly along said township line between Township 4 south and Township 5 south to the point where the same intersects the north right-of-way line of the Louisville and Nashville Railroad; thence southwestwardly along the north right-of-way line of the Louisville and Nashville Railroad to the west bank of Dog River; thence northwestwardly along the west bank of Dog River to the north bank of Bolton Branch; thence northwestwardly along the north bank of Bolton Branch to the range line between Range 1 west and Range 2 west of the St. Stephens Meridian; thence due north along said range line to the southwest corner of Section 6, Township 4 south, Range 1 west of the St. Stephens Meridian; thence east along the south line of Section 6, and continue east along the south line of Section 5 of said Township 4 south, Range 1 west in a straight line to the southeast line of Alley No. 1 (Prichard Lane); thence northeastwardly along the south property line of Alley No. 1 (Prichard Lane) to the point where the same intersects the east property line of College Avenue; thence southeastwardly along the east and north property lines of College Avenue to the north property line of Sweeney's Lane; thence southwestwardly along the north property line of Sweeney's Lane to the west bank of Toulmin's Branch; thence

southeastwardly along the west bank of Toulmin's Branch to a point directly west of the south boundary line to the City of Prichard; thence eastwardly, northwardly and eastwardly, along the boundary line of the City of Prichard to the southeast corner of the Craftview Court Subdivisions; thence directly eastwardly to the point of Intersection of the west boundary line of West Highlands Subdivision; thence northwardly along the west boundary line of West Highlands Subdivision to the north boundary line of said Subdivision; thence eastwardly along the north boundary line of said subdivision to the west right-of-way line of Telegraph Road; thence northwestwardly along said right-of-way line to the south right-of-way line of the Bay Bridge Road; thence eastwardly along said south right-of-way line to the east right-of-way line of the Southern Railroad; thence northwestwardly along the east right-of-way line of the Southern Railroad to the point where the same intersects the township line between Township 3 south and Township 4 south; and thence eastwardly to the point of beginning at the intersection of said township line and the west harbor line of Mobile River.

“B”

Commencing at the intersection of the south right-of-way line of Bay Bridge Road with the east right-of-way line of the Southern Railroad; run thence eastwardly along the south right-of-way line of said Bay Bridge Road to its intersection with the center line of Paper Mill Road projected south; run thence northwardly, northwestwardly and westwardly, along the center line of Paper Mill Road projected southwardly and the center line of Paper Mill Road to its intersection with the eastern city limits of Prichard; run thence southwardly and eastwardly along the City Limits of Prichard to the point of beginning.

“C”

Commencing at a point where the north line of Section 7, Township 4 south, Range 1 west intersects the east right-of-way line of Federal Interstate Highway 1-65 (Belt Line Highway); run thence east along the north line of Section 7 and Section 8, Township 4 south, Range 1 west to the east right-of-way line of Mobile Street; run thence northeastwardly along the east line of said Mobile Street and the east line of Prichard Avenue West to the Prichard city limits; run thence northwestwardly along the boundary lines between Mobile and Prichard to where the same intersects the southeast right-of-way line of Federal Interstate Highway 1-65 (Belt Line Highway); run thence southwestwardly along the south and east right-of-way line of said Federal Interstate Highway 1-65 to the point of beginning.

“D”

Commencing at the northeast corner of the northwest one-quarter of the northwest one-quarter of Section 34, Township 3 South, Range 1 West; thence run southwardly, eastwardly, southwardly, westwardly, and southwardly along the Mobile-Prichard city limits line to the north line of Paper Mill Road (Diaz Street); run thence eastward and southward along the north and east lines of Paper Mill Road to the line between Township 3 south and Township 4 south; run thence east along the line between Township 3 south

and Township 4 south to the west bank of Mobile River; run thence northward along the west bank of Mobile River and Chickasaw Creek to the north line of Sections 34 and 35, Township 3 south, Range 1 west extended eastward; run thence west along the north line of Section 35 and 34, Township 3 south, Range 1 west to the point of beginning.

“E”

Commencing at the northwest corner of the northeast one-quarter of Section 1, Township 4 south, Range 2 west and run east along the north line of Section 1, Township 4 south, Range 2 west and Section 6, Township 4 south, Range 1 west, to the west line of Interstate Highway 1-65; run thence northeastward along the west line of Interstate Highway 1-65 to the West Prichard City Limits; run thence southward along the Prichard city limits to the east line of Interstate Highway 1-65; run thence southwestward along the east line of Interstate Highway 1-65 to the south line of Section 6, Township 4 south, Range 1 west; run thence west along the south line of Section 6, Township 4 south, Range 1 west, and Section 1, Township 4 south, Range 2 west to the southwest corner of the southeast one-quarter of Section 1, Township 4 south, Range 2 west; run thence north along the north-south centerline of Section 1, Township 4 south, Range 2 west to the point of beginning.

"F"

All portions of any of the territory heretofore described in this Section which was brought into the corporate limits of the City by an election held pursuant to Article 2, Chapter 5, Title 37 of the Code of Alabama 1940, as amended, within ten years next immediately preceding the adoption of this Ordinance and which at the time it was brought within the City was used or occupied as or as a part of a mining, manufacturing, or industrial plant or construction, or which is used or occupied as or as a part of a railroad or street railroad, or for any other quasi public use, and continues to be so used, and all property having a situs of such territory (but not including residences, dwelling houses, storehouses, commissaries, warehouses, or the land on which they are situated) shall be exempt from the taxes levied by this Ordinance for the tax year beginning October 1, 2017.

“G”

Commencing at the northeast corner of the northwest one-quarter of the northwest one-quarter of Section 34, Township 3 south, Range 1 west, said corner being a corner of the city limits of the City of Mobile and City of Prichard and run thence westwardly, northwardly and eastwardly along the meanderings of the easterly city limits of Prichard and Chickasaw to the south right-of-way line of Viaduct Street; thence easterly and southeasterly along the south side of Viaduct Street and Gulf Warrior Road to a point; thence south a distance of 670 feet, more or less, to a point; thence east a distance of 300 feet, more or less, to a point on the westward property line of Warrior and Gulf Navigation Company; thence west along said property line 180 feet, more or less, to a point; thence southwesterly along said property line a distance of 650 feet, more or less, to a point; thence run south along the west property line a distance of 1,362.28 feet to a

point; thence turn a 90 degree 00' angle to the left and run easterly along the south property line of south property line extended of Warrior and Gulf Navigation Company a distance of 1,600 feet to a point on the centerline of Chickasaw Creek; thence northerly and westerly along the centerline of Chickasaw Creek a distance of 13,200 feet, more or less, to a point on the northerly extension of the east property line of Chickasabogue Lumber Company; thence southerly along the northerly extension of and the east property line of Chickasabogue Lumber Company a distance of 350 feet, more or less, to the southeast property corner of Chickasabogue Lumber Company; said point being 100 feet south of the centerline of a railroad spur track; thence run in a westerly direction 100 feet south of and parallel with the centerline of said spur track a distance of 1,516.50 feet to a point on the east property line of T. Lee Robinson; thence south 27 degrees 36' west along the east property line of T. Lee Robinson a distance of 430 feet to the southeast property corner of T. Lee Robinson; thence easterly 100 feet to a point; thence south 14 degrees 21' west along the east property line of O'Neal Steel, Inc., a distance of 1,013.12 feet to a point; thence westerly a distance of 100 feet to a point; thence south 14 degrees 21' west along the east property line of O'Neal Steel, Inc., a distance of 235 feet to the southeast corner of O'Neal Steel, Inc., property; thence southerly and parallel to the east right-of-way of Southern Railroad a distance of 210 feet, more or less, to a point on the Chickasaw City Limits that is 448 feet easterly of and perpendicular to the east right-of-way of Southern Railroad; thence westwardly and northwardly along the meanderings of the easterly City Limits of Chickasaw to the centerline of Chickasaw Creek; thence eastwardly along the meandering centerline of Chickasaw Creek 1,730 feet, more or less, to a point; thence north 05 degrees, 36' 05" east a distance of 960 feet, more or less, to a point on the south bank of Black Bayou; thence eastwardly along the south bank of Black Bayou 110 feet, more or less, to a point; thence north 05 degrees, 36' 05" west a distance of 4,020 feet, more or less, to a point on the south right-of-way of Industrial Parkway Extension; thence northwestwardly and westwardly along said south right-of-way line a distance of 1,387.63 feet to a point on the east line of Norfolk-Southern Railroad right-of-way; thence north 05 degrees, 36' 05" east along the east right-of-way of Norfolk-Southern Railroad right-of-way a distance of 1,010 feet to a point; thence south 84 degrees 23' 55" east a distance of 100 feet to a point; thence north 05 degrees, 36' 05" east a distance of 190 feet to a point; thence run east along a line parallel with the north line of the southeast quarter of Section 10, Township 3 south, Range 1 west a distance of 4,030 feet to a point lying 765 feet south of the northeast corner of the southeast quarter of Section 10, Township 3 south, Range 1 west; thence run north along the east line of Sections 10 and 3, Township 3 south, Range 1 west a distance of 7,950 feet, more or less to the south bank of Norton's Creek; run thence eastwardly and northwardly along the meanderings of the south and east bank of Norton's Creek to the point where the same meets the south bank of Bayou Sara; run thence eastwardly along the southerly and westerly bank of Bayou Sara to the point of intersection of the township line between Township 3 south and Township 2 south; run thence along said township line to the east boundary line of Mobile; run thence southwardly along the east boundary line of Mobile County to a point on said boundary 200 feet south of the Tensaw River Bridge on the Mobile Bay Causeway; run thence due west to a point of intersection with the north-south coordinate line 336,000 of the Transverse Mercator Projection for Alabama West Zone as officially used on maps of the Mobile Bay Area by the United States Corps of

Engineers; run thence north along said projection line to the north shoreline of the Mobile Bay Causeway; run thence westwardly and northwardly along the north shore line of the Mobile Bay Causeway and along the east shore line of Blakely Island to the point of intersection with the township line between Township 3 south and Township 4 south; run thence westwardly along said township line to the point of intersection with the west harbor line of Mobile River, run thence northwardly along the west harbor line of Mobile River, and the west bank of Chickasabogue Creek to the point of intersection with the north line of Sections 34 and 35 projected eastwardly; run thence westwardly along the north line of Sections 34 and 35 and along said projection to the point of beginning.

Less and except the area described in the Alabama Legislative Act 98-597, that de-annexed and removed from within the boundary lines and corporate limits of the municipality of Mobile the area described in Act 98-597 as:

Commencing at the southeast corner of Section 2, T3S-R1W, Mobile County, Alabama; thence along the east boundary of said Section 2, T3S-R1W run N 01 degrees 35' 03" E 1179.30 feet to a point on the south boundary of Tract "A", Mobile River Coal Handling Facility, Inc. as per instrument from Jacintoport Corporation to Mobile River Coal Handling Facility, Inc., dated June 1, 1976 and the north boundary of United Gas Pipe Line right-of-way; said point being the POINT OF BEGINNING of the property herein described; thence along said south boundary of Tract "A", Mobile River Coal Handling Facility, Inc., and said north boundary of United Gas Pipe Line right-of-way run S 89 degrees 02' 57" E 268.44 feet to a point; thence continuing along said south boundary of Tract "A", Mobile River Coal Handling Facility, Inc., and said north boundary of United Gas Pipe Line right-of-way run S 89 degrees 35' 57" 1817.84 feet to a point; thence continuing along said south boundary of Tract "A", Mobile River Coal Handling Facility, Inc. and said north boundary of United Gas Pipe Line right-of-way run N 00 degrees 24' 03" E 113.90 feet to a point; thence continuing along said south boundary of Tract "A", Mobile River Coal Handling Facility, Inc. and said north boundary of United Gas Pipe Line right-of-way run N 70 degrees 36' 03" E 965.33 feet to a point on the west line of a 25 foot Phillips Petroleum Company easement; thence along said West line of the 25 foot Phillips Petroleum easement run S 01 degrees 12' 36" W 3948.37 feet to a point on the north boundary of the property now or formerly of Southern Railway System; thence along said north boundary of Southern Railway System property run N 89 degrees 42' 50" W 8150 feet, more or less, to a point on the east line of Section 10, T3S-R1W, Mobile County, Alabama; said point also being on the present corporate limits of the City of Saraland; thence along said west corporate limits of the City of Saraland and along the east line of Sections10 and 3, T3S-R1W, run northwardly 6850 feet to a point on the centerline of Norton's Creek; thence along the meandering of said centerline of Norton's Creek and along the meandering of the centerline of Bayou Sara run northeastwardly 6850 feet, more or less, to a point on the Northward projection of the west boundary of the aforementioned Tract "A", Mobile River Coal Handling Facility, Inc.; thence along said northward projection of and the west boundary of Tract "A". Mobile River Coal Handling Facility, Inc., run S 01 degrees 35' 03" W 4650 feet, more or less, to the southwest corner of said Tract "A", Mobile River Coal Handling Facility, Inc., thence along the south line of said Tract "A", Mobile River Coal Handling Facility, Inc. and said north boundary of United

Gas Pipe Line right-of-way run S 89 degrees 02’ 57” E 875.05 feet to the point of beginning. Describe area contains 1,081 acres, more or less.

“H”

Commencing at the intersection of the southern margin of Dog River and the east right-of-way line of Dauphin Island Parkway (Cedar Point Road), Mobile County, Alabama; thence run south 14 degrees 39' west along said east right-of-way line of Dauphin Island Parkway a distance of 72.31 feet, more or less, to a one-half inch iron rod; thence continue south 14 degrees 39' west along said east right-of-way line a distance of 550.00 feet to the point of beginning; thence run south 75 degrees 21' east a distance of 200.00 feet to a point; thence run north 14 degrees 39' east a distance of 510.00 feet, more or less, to the southern margin of Dog River; thence run eastwardly and southwardly along the southern and western margins respectively of Dog River and Mobile Bay a distance of 1,521.00 feet, more or less, to a point, said point being the intersection of the western margin of Mobile Bay and the north line of Lot 1, Block 1 of Bay Division, Hollinger’s Island, as recorded in Map Book 3, Pages 109-110, of the records on file in the Office of the Judge of Probate Court of Mobile County, Alabama; thence run south 79 degrees 15' west along the north line of said Lot 1 distance of 832.17 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 degrees 15' west along the terminus of said right-of-way a distance of 26.89 feet to a point; thence run north 75 degrees 01' 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 degrees 23' west a distance of 135.00 feet to a point; thence run north 14 degrees 39' east a distance of 580.34 feet to a point; thence run north 45 degrees 21' west a distance of 247.51 feet to a point; thence run north 75 degrees 21' west a distance of 200.00 feet to a point on the east right-of-way line of Dauphin Island Parkway; thence run north 14 degrees 39' east along the east right-of-way line of Dauphin Island Parkway a distance of 100.00 feet to the point of beginning, containing 747,700 sq. ft. plus or minus, (17.165 Ac. plus or minus).

”I”

Commencing at the southeast corner of Section 7, Township 5 south, Range 2 west, Mobile County, Alabama; run north 00 degrees 07' 30" east along the east line of said Section 7 to the northeast corner of the southeast quarter of the southeast quarter of Section 7 and the point of beginning; thence run west along the east-west centerline of the southeast and southwest quarters of Section 7 to a point on the northeast corner of the southwest quarter of the southwest quarter of Section 7; thence run north along the north-south centerline of the southwest quarter to the southeast corner of the northeast quarter of the northwest quarter of the southwest quarter; thence run westwardly to the southwest corner of the northeast quarter of the northwest quarter of the southwest quarter of Section 7; thence run northwardly to the northwest corner of the northeast quarter of the northwest quarter of the southwest quarter of Section 7; thence run eastwardly to the southwest corner of the southeast quarter of the northwest quarter of

Section 7; thence run northwardly to the northwest corner of the southwest quarter of the southeast quarter of the northwest quarter of Section 7; thence run eastwardly to the north-south centerline of Section 7; thence run southwardly to a point that lies 2663.77 feet west of and 2427.10 feet north of the southeast corner of Section 7; thence run north 00 degrees 12 minutes 16 seconds west a distance of 438.99 feet to a point; thence run south 89 degrees 40 minutes 29 seconds east a distance of 2666.30 feet to a point on the east section line of Section 7; thence run south along said section line to the point of beginning.

“J”

Beginning at the intersection of the north bank of Halls Mill Creek and the eastward right-of-way line of Interstate Highway 10; thence run southwestwardly, southwardly, and southeastwardly along the southeastward right-of-way line of 1-10 to a point on the centerline of Rangeline Road; thence run southeastwardly along the centerline of Rangeline Road to a point on the westward bank of Rabbit Creek; thence run northeastwardly, northwardly, and northwestwardly along the westward bank of Rabbit Creek to its intersection with the south bank of Halls Mill Creek; thence run westwardly along the southward bank of Halls Mill Creek to the east line of Section 24, Township 5 south, Range 2 west; thence run north along the east line of Section 24 to the north bank of Halls Mill Creek and the existing city limits of Mobile; thence run westwardly along the north bank of Halls Mill Creek and existing city limits of Mobile to the point of beginning.

“K”

All of River Oaks Subdivision as recorded in Map Book 76, Page 83.
All of Riverchase Estates as recorded in Map Book 69, Page 10.
All of Lot 1, Covenant Subdivision, as recorded in Map Book 60, Page 83.

“L”

BEGINNING AT THE INTERSECTION OF THE EAST RIGHT-OF-WAY OF SNOW ROAD AND THE NORTH LINE OF SECTION 15, TOWNSHIP 4 SOUTH, RANGE 3 WEST, MOBILE, COUNTY, ALABAMA FOR THE POINT OF BEGINNING; RUN THENCE IN A NORTHEASTERLY DIRECTION ALONG THE NORTH LINE OF SAID SECTION 15 FOR 694.00 FEET, MORE OR LESS; RUN THENCE NORTH 00° 29' 00" EAST FOR 1958.00 FEET, MORE OR LESS; RUN THENCE NORTH 87° 42' 29" WEST FOR 105.00 FEET, MORE OR LESS; RUN THENCE SOUTH 87° 11' 00" WEST FOR 208.00 FEET, MORE OR LESS; RUN THENCE NORTH 00 ° 08' 00" WEST FOR 420.00 FEET, MORE OR LESS, TO THE SOUTH RIGHT-OF-WAY OF TANNER WILLIAMS ROAD; RUN THENCE IN A NORTHEASTERLY DIRECTION ALONG THE SOUTH RIGHT-OF-WAY OF SAID TANNER WILLIAMS ROAD FOR 1108.00 FEET, MORE OR LESS; RUN THENCE SOUTH 00° 23' 30" WEST FOR 1792.00 FEET, MORE OR LESS; RUN THENCE NORTH 90° 00' 00" EAST FOR 900.00 FEET, MORE OR LESS; RUN THENCE SOUTH 00° 23' 30" WEST FOR 600.00 FEET, MORE OR LESS; RUN THENCE NORTH 90° 00' 00" EAST FOR 440.00 FEET, MORE OR LESS; RUN THENCE

NORTH 00° 35' 43" EAST FOR 1984.00 FEET, MORE OR LESS; RUN THENCE SOUTH 87° 17' 41" WEST FOR 565.00 FEET, MORE OR LESS; RUN THENCE NORTH 02° 23' 56" WEST FOR 250.00 FEET, MORE OR LESS, TO THE SOUTH RIGHT-OF-WAY OF SAID TANNER WILLIAMS ROAD; RUN THENCE IN A NORTHEASTERLY- THENCE SOUTHEASTERLY DIRECTION ALONG THE SOUTH RIGHT-OF-WAY OF SAID TANNER WILLIAMS ROAD FOR 3127.00 FEET, MORE OR LESS, TO THE EAST LINE OF SECTION 10, TOWNSHIP 4 SOUTH, RANGE 3 WEST, MOBILE COUNTY, AL; RUN THENCE SOUTH ALONG THE EAST LINE OF SAID SECTION 10 FOR 329.00 FEET, MORE OR LESS; RUN THENCE SOUTH 69° 24' 46" EAST FOR 333.00 FEET, MORE OR LESS; RUN THENCE NORTH 12° 35'14" EAST FOR 338.00 FEET, MORE OR LESS, TO THE NORTH RIGHT-OF-WAY OF SAID TANNER WILLIAMS ROAD; RUN THENCE NORTH 64° 34' 06" WEST ALONG THE NORTH RIGHT-OF-WAY OF SAID TANNER WILLIAMS ROAD FOR 351.00 FEET, MORE OR LESS; RUN THENCE NORTH 00° 00' 00" WEST FOR 749.00 FEET, MORE OR LESS; RUN THENCE NORTH 90° 00' 00" EAST FOR 666.00 FEET, MORE OR LESS; RUN THENCE SOUTH 00° 00' 00" EAST FOR 1152.00 FEET, MORE OR LESS, TO THE SOUTH RIGHT-OF-WAY OF SAID TANNER WILLIAMS ROAD; RUN THENCE IN A SOUTHEASTERLY DIRECTION ALONG THE SOUTH RIGHT-OF-WAY OF SAID TANNER WILLIAMS ROAD FOR 2153.00 FEET, MORE OR LESS, TO THE WEST PROPERTY LINE OF THE U.S. COAST GUARD AVIATION TRAINING CENTER; RUN THENCE SOUTH 00° 24' 30" WEST ALONG SAID WEST PROPERTY LINE FOR 1424.00 FEET, MORE OR LESS; RUN THENCE IN A SOUTHEASTERLY DIRECTION ALONG THE SOUTH PROPERTY LINE OF THE SAID U.S. COAST GUARD AVIATION TRAINING CENTER FOR 6765.00 FEET, MORE OR LESS, TO THE EAST LINE OF SAID U.S. COAST GUARD AVIATION TRAINING CENTER PROPERTY; RUN THENCE IN A NORTHERLY DIRECTION ALONG SAID EAST LINE FOR 3954.00 FEET, MORE OR LESS, TO THE SOUTH RIGHT-OF-WAY OF SAID TANNER WILLIAMS ROAD; RUN THENCE NORTH 00° 26' 55" WEST FOR 1116.00 FEET, MORE OR LESS; RUN THENCE SOUTH 89° 48' 52" EAST FOR 1337.00 FEET, MORE OR LESS; RUN THENCE SOUTH 00 ° 26' 57" WEST FOR 3336 FEET, MORE OR LESS, TO THE NORTHWEST CORNER OF AIRWAY COMMERCIAL PARK AS RECORDED IN MAP BOOK 31 PAGE 97 IN THE OFFICE OF JUDGE OF PROBATE MOBILE COUNTY, ALABAMA; RUN THENCE SOUTH ALONG THE WEST LINE OF SAID AIRWAY COMMERCIAL PARK TO THE SOUTHWEST CORNER OF SAID SUBDIVISION, SAID POINT ALSO BEING THE NORTHWEST CORNER OF NORTH HALF OF THE NORTHWEST QUARTER OF THE NORTHEAST QUARTER OF SECTION 24,T4, SR3W; RUN THENCE SOUTH ALONG THE WEST LINE OF THE NORTH HALF OF THE NORTHWEST QUARTER OF THE NORTHEAST QUARTER OF SAID SECTION 24 TO THE SOUTHWEST CORNER OF SAID NORTH HALF; RUN THENCE EAST ALONG THE SOUTH LINE OF SAID NORTH HALF TO THE SOUTHEAST CORNER OF SAID NORTH HALF; RUN THENCE NORTH ALONG THE EAST LINE OF SAID NORTH HALF TO A POINT ON THE NORTH LINE OF SECTION 24, T4, SR3W; RUN THENCE EAST ALONG THE NORTH LINE OF SAID SECTION 24 TO THE NORTHWEST CORNER OF THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 24 T4SR3W; RUN THENCE SOUTH ALONG THE WEST LINE OF THE EAST HALF OF THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 24 T4SR3W

TO THE SOUTHWEST CORNER OF SCHILLINGER PARK WEST AS RECORDED IN MAP BOOK 29 PAGE 116 IN THE OFFICE OF JUDGE OF PROBATE MOBILE COUNTY, ALABAMA; RUN THENCE EAST ALONG THE SOUTH LINE OF SAID SCHILLINGER PARK WEST A DISTANCE OF 315.0 FEET TO THE SOUTHEAST CORNER OF LOT 8, SCHILLINGER PARK WEST; THENCE RUN SOUTH A DISTANCE OF 160.0 FEET MORE OR LESS TO A POINT; THENCE RUN WEST 590.0 FEET MORE OR LESS TO A POINT; THENCE RUN SOUTH 603.09 FEET TO A POINT ON THE NORTHWEST CORNER OF A PARCEL CONVEYED AND RECORDED IN REAL PROPERTY BOOK 2430, PAGE 0442; THENCE CONTINUE SOUTH 620 FEET MORE OR LESS TO A POINT ON THE EAST-WEST HALF SECTION LINE OF SECTION 24, TOWNSHIP 4 SOUTH, RANGE 3 WEST; THENCE RUN NORTH 89° 52'30" WEST ALONG SAID HALF SECTION LINE A DISTANCE OF 500 FEET, MORE OR LESS, TO THE NORTHWARD PROJECTION OF THE WEST LINE OF LOT 1, L & T SUBDIVISION AS RECORDED IN MAP BOOK 66, PAGE 26; THENCE RUN SOUTH 00° 19' 38" WEST ALONG THE PROJECTED WEST LINE OF LOT 1, L & T SUBDIVISION A DISTANCE OF 308.64 FEET TO THE NORTHWEST CORNER OF LOT 1, L & T SUBDIVISION; THENCE CONTINUE SOUTH 00° 19' 38" WEST ALONG THE WEST LINE OF LOT 1 A DISTANCE OF 21.36 FEET TO THE NORTHEAST CORNER OF LOT 2, LLT AIRPORT SUBDIVISION AS RECORDED IN MAP BOOK 73, PAGE 103 IN THE OFFICE OF JUDGE OF PROBATE MOBILE COUNTY, ALABAMA; THENCE RUN NORTH 89° 43' 56" WEST ALONG THE NORTH LINE AND NORTH LINE PROJECTED OF LLT AIRPORT SUBDIVISION A DISTANCE OF 659.33 FEET TO A POINT; THENCE SOUTH 00° 19' 38" WEST A DISTANCE OF 437.13 FEET TO THE NORTH RIGHT OF WAY LINE OF AIRPORT BOULEVARD; RUN THENCE SOUTHWARDLY TO A POINT ON THE SOUTH RIGHT OF WAY LINE OF AIRPORT BLVD. SAID POINT ALSO BEING THE NORTHWEST CORNER PROPERTY RECORDED IN REAL PROPERTY BOOK 4560 PAGE 912 IN THE OFFICE OF JUDGE OF PROBATE MOBILE COUNTY, ALABAMA; THENCE RUN SOUTHWARDLY AND THENCE EASTWARDLY ALONG SAID PROPERTY TO A POINT ON THE WESTWARDLY RIGHT OF WAY LINE OF DAWES ROAD; RUN THENCE SOUTHWESTWARDLY ALONG THE WEST RIGHT OF WAY LINE OF DAWES ROAD TO A POINT ON THE EASTERLY PROJECTION OF THE NORTH LINE OF WEST MINISTER ESTATES SUBDIVISION; RUN THENCE IN A NORTHWESTERLY DIRECTION ALONG THE NORTH LINE OF WEST MINISTER ESTATES AS RECORDED IN MAP BOOK 23, PAGE 86 IN THE OFFICE OF JUDGE OF PROBATE MOBILE, COUNTY, ALABAMA AND AN EASTERLY EXTENSION THEREOF FOR 2032.00 FEET, MORE OR LESS; RUN THENCE NORTH 04° 22' 03" EAST FOR 989.00 FEET, MORE OR LESS, TO THE NORTH RIGHT-OF-WAY OF SAID AIRPORT BOULEVARD; RUN THENCE IN A SOUTHWESTERLY DIRECTION ALONG THE NORTH RIGHT-OF-WAY OF SAID AIRPORT BOULEVARD FOR 3738.00 FEET, MORE OR LESS; RUN THENCE NORTH 00° 00' 00" EAST FOR 470.00 FEET, MORE OR LESS; RUN THENCE NORTH 88° 40' 10" WEST FOR 230.00 FEET, MORE OR LESS; RUN THENCE SOUTH 00° 19' 36" WEST FOR 570.00 FEET, MORE OR LESS, TO THE NORTH RIGHT-OF-WAY OF SAID AIRPORT BOULEVARD; RUN THENCE IN A SOUTHWESTERLY DIRECTION ALONG THE NORTH RIGHT-OF-WAY OF SAID AIRPORT BOULEVARD FOR 260.00 FEET, MORE OR LESS; RUN THENCE NORTH 00° 00' 00" EAST FOR 672.00 FEET, MORE OR LESS, TO THE SOUTH LINE OF

SECTION 23, TOWNSHIP 4 SOUTH, RANGE 3 WEST, MOBILE CO., AL; RUN THENCE SOUTH 90° 00' 00" WEST ALONG THE SOUTH LINE OF SAID SECTION 23 FOR 1400.00 FEET, MORE OR LESS, TO THE SOUTHWEST CORNER OF THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SAID SECTION 23, TOWNSHIP 4 SOUTH, RANGE 3 WEST, MOBILE CO., AL; RUN THENCE NORTH 00° 00' 00" WEST ALONG THE WEST LINE OF SAID SOUTHEAST QUARTER FOR 1350.00 FEET, MORE OR LESS TO THE SOUTHEAST CORNER OF THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SAID SECTION 23; RUN THENCE SOUTH 90° 00' 00" WEST FOR 3,400.00 FEET, MORE OR LESS; RUN THENCE SOUTH 00° 00' 00" EAST FOR 640.00 FEET, MORE OR LESS; RUN THENCE SOUTH 90° 00' 00" WEST FOR 700.00 FEET, MORE OR LESS TO THE EAST RIGHT-OF-WAY OF HALE ROAD; RUN THENCE NORTH 00° 00' 00" WEST FOR 3,500.00 FEET, MORE OR LESS, TO THE SOUTHEAST CORNER F THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER OF SECTION 22, OWNSHIP 4 SOUTH, RANGE 3 WEST, MOBILE CO., AL; RUN THENCE SOUTH 90° 0' 00" WEST ALONG THE SOUTH LINE OF SAID QUARTERQUARTER SECTION FOR 1305.00 FEET, MORE OR LESS TO THE SOUTHWEST CORNER OF THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION 22; RUN THENCE SOUTH 00° 00' 00" EAST FOR 1300.00 FEET, MORE OR LESS, TO THE SOUTHEAST CORNER OF THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION 22; RUN THENCE SOUTH 90° 00' 00" WEST ALONG THE SOUTH LINE OF SAID QUARTER SECTION FOR 1300.00 FEET, MORE OR LESS, TO THE EAST RIGHT-OF-WAY OF SNOW ROAD; RUN THENCE NORTH 00° 06' 54" WEST ALONG THE EAST RIGHT-OF-WAY OF SAID SNOW ROAD FOR 8,000 FEET, MORE OR LESS, TO THE POINT OF BEGINNING.

“M”

BEGINNING at the point of intersection of the east line Lot 7 Smithfield Unit 10 MB 42 P 111 and the south right-of-way line of Hitt Road; thence run southeastwardly along the south line of Hitt Road to the point of intersection with the present corporate limits of the City of Mobile; thence run southwardly along said corporate limits to the point of intersection with the eastward projection of the south line a common area (labeled detention area) shown on plat of Windmill Place Phase One MB 60 P 69; thence run westwardly along the south line of said common area to the east line of Smithfield Drive East; thence run northwardly along the east line of said Smithfield Drive East to the east projection of the north line of Lot 25 Smithfield Unit 1 MB 29 P 59; thence run west along said north line to northeast corner of said Lot 25; thence run westwardly then northwestwardly along the south line of said Windmill Place Unit 1 to the southwest corner of said Windmill Place Unit 1; thence run northwardly along the west line of said Windmill Place Unit 1 to the northeast corner of Lot 35 Smithfield Place Unit 3 MB 37 P 34; thence run westwardly along the north line of said Lot 35 to the southeast corner of Lot 10 Smithfield Unit 10 MB 42 P 111; thence run northeastwardly along the east line of said Smithfield Unit 10 to the south line of Hitt Road and the POINT OF BEGINNING.

“N”

(That property known as The Greater Gulf State Fairgrounds that was annexed into the City of Mobile pursuant to ordinance number 02-016 which was adopted March 3, 2015. Said property to be shown as Parcels A, B, C, D, E and F of The Greater Gulf State Fairgrounds, at the intersection of Cody Road and Zeigler Boulevard as follows):

Parcel A:

That parcel of land being bounded by a line described as follows: From the northeast corner of the southeast quarter of the southeast quarter of Section 7, Township 4 south, Range 2 west, run north 89 degrees 36 minutes west a distance of 40.0 feet to a point at the west right way line of Cody Road; then north 00 degrees 03 minutes east along the said west right of way line a distance of 699.3 feet to a point; then north 89 degrees 38 minutes west a distance of 60.0 feet to a point that is on the proposed west right away line of Cody Road and the point of beginning of the property herein described, then continuing north 89 degrees 38 minutes west along an old fence line a distance of 427.0 feet to a point, then north 00 degrees 75 minutes west a distance 627.65 feet to a point on the north line of the southeast quarter of the said section 7, then north 89 degrees 48 minutes west along said north line a distance of 2275.9 feet for a point the west line of said southeast quarter, then south 00 degrees 03 minutes west along said west line 1235.0 feet to a point on the north right of way line of the proposed Zeigler Boulevard Connection Road, then south 89 degrees 56 minutes east alongside north line 2609.9 feet to a point of curve of said right-of-way line forming the intersection with the proposed right-of-way of the Cody Road, said curve having a central angle of 90 degrees 81 minutes and radius of 96.0 feet, then northeast along said curve 150.80 feet to P.T. of said curve, then north 08 degrees 03 minutes east along proposed west right of way line of said Cody Road a distance of 104.3 feet to the point of the beginning. All according to the survey by Tarlton D. Powers & Associated dated March 11, 1970 and revised April 1, 1970

Parcel B:

Commencing at the northeast corner of the northeast quarter of the southeast quarter of Section 7, Township 4 south Range 2 west, and running hence west along the north line of said quarter, 40 feet to a point on the west right of way line of Cody Road as now located, then continue running west along said north line of the northwest quarter of the southeast quarter, 490 feet more or less, to a point, then run south 276 feet more or less, then run east 490 feet more or less to a point on the west right of way line of Cody Road; run then north along the said west right of way 278 feet more or less, to the point of beginning.

Parcel C:

Commencing at the southwest corner of the southeast quarter of Section 7, Township 4 south, Range 2 west, Mobile County, Alabama, run north 00 degrees 17 minutes 38 seconds west along the west line of said southeast quarter of Section 7, a distance of 1730.07 feet to the northwest corner of the southwest quarter of said southeast quarter

of section 7, then along the north line of said southwest quarter of the southeast quarter of Section 7, run north 09 degrees 56 minutes east 310.0 feet to the point of the beginning of the property here as described, then continuing north 89 degrees 56 minutes east run 661.04 feet to a point on the north right of way line of Zeigler Boulevard, said point being on the arc of 915.19 foot radius curve concave southeastwardly, then run southwestwardly along arc of said curve and said north line of Zeigler Boulevard 622.96 feet to a point, then run north 44 degrees 79 minutes 28 seconds west 150.0 feet to a point, then run north 15 degrees 55 minutes 09 seconds west 284.58 feet to the point of the beginning.

Parcel D:

From the northeast corner of southeast quarter of Section 7. Township 4 south, Range 2 west, Mobile County, Alabama, run north 89 degrees 36 minutes west a distance of 40 feet to a point on the western right-of-way lines of Cody Road, as such a road is now located; then the north 00 degrees for 03 minutes east along said western right of way of Cody Road a distance of 699.1 feet to the point of the beginning, then run north 89 degrees 38 minutes west a distance of 483.0 feet to a pole; hence run north 00 degrees, 35 minutes west distance 353 feet to a point, then run south 89 degrees east a distance of 275 feet, then run south 80 degrees 01 minutes west 38 minutes east a distance of 208 feet to a point, then run south 89 degrees 38 minutes east a distance of 208 feet to a point on the western right way line of Cody Road, which point bears north 00 degrees along the western right of way to said Cody Road a distance of 145 feet to the point of beginning.

Parcel E:

From the northeast corner of the southeast quarter of the southeast quarter of Section 7, Township 4 south, Range 2 west, Mobile County, Alabama, run north 89 degrees 56 minutes west a distance of 40 feet to a point on the western right-of-way line of Cody Road, as such road is now located, hen run north 00 degrees 03 minutes east alongside western Right of way of Cody Road a distance of 440 feet to the point of beginning, then run north 89 degrees 38 minutes west a distance of 288 feet to a point, then run north 00 degrees 00 minutes for a distance of 208 feet to a point, then run south 89 degree 38 minutes east a distance of 208 feet to a point of the point of the beginning, then run south 60 degrees 83 minutes west along the western right of the way of said Cody Road a distance of 208 feet to the point of the beginning.

Parcel F:

Commencing at the southwest corner of the southeast quarter of Section 7, Township 4 south Range 2 west, Mobile County, Alabama, run north 00 degrees 85 minutes 00 seconds west along the west line of said southwest quarter 1338.42 feet to a point on the greater line of the abandoned right of way for Zeigler Boulevard, said point being the point of beginning of the property herein described, then continuing north 00 degrees 05 minutes west alongside west line at the southeast quarter run 100 feet to the point on the

north of said abandoned right of way for Zeigler Boulevard, then alongside north Line run north 89 degrees 36 minutes east 1476,69 feet to a point, then run south 08 degrees 84 minutes east 100 feet to a point on the centerline of said abandoned right-of-way for Zeigler Boulevard run south 89 degrees 56 minutes west 146.66 feet to the point of the beginning.

“O”

AREA A
BEGINNING AT A POINT ON THE EASTERLY PROJECTION OF THE NORTH RIGHT OF WAY LINE OF ZEIGLER BOULEVARD AND THE WEST LINE SECTION 8 T4S R2W SAID POINT ALSO LYING ALONG THE PRESENT WEST CORPORATE LIMITS OF THE CITY OF MOBILE; RUN THENCE WEST ALONG THE PROJECTED NORTH LINE AND ALONG THE NORTH RIGHT OF WAY LINE OF ZEIGLER BLVD TO A POINT ON THE NORTH LINE OF AN ABANDONED RIGHT OF WAY FOR ZEIGLER BOULEVARD; RUN THENCE SOUTH 100 FEET MORE OR LESS TO A POINT ON THE CENTERLINE OF SAID ABANDONED RIGHT OF WAY, SAID POINT ALSO LYING ALONG THE PRESENT NORTH RIGHT OF WAY LINE OF ZEIGLER BLVD; RUN THENCE SOUTHWESTWARDLY ALONG THE NORTHERLY RIGHT OF WAY LINE OF ZEIGLER BLVD. TO SOUTHEAST CORNER OF CODY ZEIGLER SUBDIVISION REVISED PLAT AS RECORDED IN MAP BOOK 68 PAGE 62 IN THE OFFICE OF JUDGE OF PROBATE, MOBILE COUNTY ALABAMA; RUN THENCE NORTHWARDLY ALONG THE EAST LINE OF SAID SUBDIVISION TO A POINT ON THE CENTERLINE OF SAID ABANDONED RIGHT OF WAY FOR ZEIGLER BLVD; RUN THENCE WEST ALONG SAID CENTERLINE TO POINT ON THE WEST LINE OF SOUTHEAST QUARTER OF SECTION 7 T4S R2W; RUN THENCE SOUTH ALONG SAID WEST LINE TO THE POINT OF INTERSECTION WITH THE NORTH LINE OF ZEIGLER BLVD; RUN THENCE WEST ALONG THE NORTH RIGHT OF WAY LINE OF ZEIGLER BLVD TO THE SOUTHEAST CORNER OF ZEIGLER CORNERS RESUBDIVISION OF LOT A OF RESUBDIVISION OF LOT 1 AS RECORDED IN MAP BOOK 84 PAGE 95 IN THE OFFICE OF JUDGE OF PROBATE, MOBILE COUNTY ALABAMA; RUN THENCE NORTH ALONG THE EAST LINE OF SAID ZEIGLER CORNERS TO THE NORTHEAST CORNER OF LOT C, ZEIGLER CORNERS RESUBDIVISION OF LOT 1 AS RECORDED IN MAP BOOK 77 PAGE 68 IN THE OFFICE OF JUDGE OF PROBATE, MOBILE COUNTY, ALABAMA; RUN THENCE WEST ALONG THE NORTH LINE OF SAID SUBDIVISION AND THE WESTERLY PROJECTION TO A POINT ON THE WEST RIGHT OF WAY LINE OF SCHILLINGER ROAD NORTH; RUN THENCE SOUTH ALONG THE WEST LINE OF SAID SCHILLINGER ROAD NORTH TO THE SOUTHEAST CORNER OF LOT I D. E. COMMERCIAL PLACE AS RECORDED IN MAP BOOK 90 PAGE 108 IN THE OFFICE OF JUDGE OF PROBATE, MOBILE COUNTY, ALABAMA; RUN THENCE WEST ALONG THE SOUTH LINE OF SAID D. E. COMMERCIAL PLACE AND THE PROJECTION TO A POINT ON THE WEST LINE OF SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 12 T4S R3W; RUN THENCE SOUTH ALONG SAID WEST LINE AND ALONG THE WEST LINE OF THE EAST HALF OF THE NORTHEAST QUARTER OF SECTION 13 T4S R3W TO THE SOUTHWEST CORNER OF THE EAST HALF OF THE NORTHEAST QUARTER OF

SECTION 13 T4S R3W; RUN THENCE EAST ALONG THE SOUTH LINE OF SAID EAST HALF OF THE NORTHEAST QUARTER OF SAID SECTION 13 TO THE NORTHEAST CORNER OF LARRY AND BRADLEY WARD SUBDIVISIION AS RECORDED IN MAP BOOK 83 PAGE 113 IN THE OFFICE OF JUDGE OF PROBATE, MOBILE COUNTY, ALABAMA; RUN THENCE SOUTH ALONG THE EAST LINE OF SAID SUBDIVISION TO THE NORTH RIGHT OF WAY LINE OF TANNER WILLIAMS ROAD; RUN THENCE NORTHWESTWARDLY ALONG SAID NORTH RIGHT OF WAY LINE OF TANNER WILLIAMS ROAD TO A POINT OF INTERSECTION WITH THE NORTHERLY PROJECTION OF THE WEST LINE OF TANNER WILLIAMS BUSINESS PARK AS RECORDED IN MAP BOOK 97 PAGE 90 IN THE OFFICE OF JUDGE OF PROBATE MOBILE COUNTY ALABAMA; RUN THENCE SOUTH ALONG SAID PROJECTION AND ALONG THE WEST LINE OF SAID TANNER WILLIAMS BUSINESS PARK TO A POINT ON THE NORTH LINE OF SOUTH HALF OF SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 13, T4SR3W; RUN THENCE WEST ALONG SAID NORTH LINE TO THE NORTHWEST CORNER OF AIRWAY COMMERCIAL PARK AS RECORDED IN MAP BOOK 31 PAGE 97 IN THE OFFICE OF JUDGE OF PROBATE MOBILE COUNTY, ALLABAMA; RUN THENCE SOUTH ALONG THE WEST LINE OF SAID AIRWAY COMMERCIAL PARK TO THE SOUTHWEST CORNER OF SAID SUBDIVISION, SAID POINT ALSO BEING THE NORTHWEST CORNER OF NORTH HALF OF THE NORTHWEST QUARTER OF THE NORTHEAST QUARTER OF SECTION 24 T4SR3W; RUN THENCE SOUTH ALONG THE WEST LINE OF THE NORTH HALF OF THE NORTHWEST QUARTER OF THE NORTHEAST QUARTER OF SAID SECTION 24 TO THE SOUTHWEST CORNER OF SAID NORTH HALF; RUN THENCE EAST ALONG THE SOUTH LINE OF SAID NORTH HALF TO THE SOUTHEAST CORNER OF SAID NORTH HALF; RUN THENCE NORTH ALONG THE EAST LINE OF SAID NORTH HALF TO A POINT ON THE NORTH LINE OF SECTION 24 T4SR3W; RUN THENCE EAST ALONG THE NORTH LINE OF SAID SECTION 24 TO THE NORTHWEST CORNER OF THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 24 T4SR3W; RUN THENCE SOUTH ALONG THE WEST LINE OF THE EAST HALF OF THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 24 T4SR3W TO THE SOUTHWEST CORNER OF SCHILLINGER PARK WEST AS RECORDED IN MAP BOOK 29 PAGE 116 IN THE OFFICE OF JUDGE OF PROBATE MOBILE COUNTY, ALABAMA; RUN THENCE EAST ALONG THE SOUTH LINE OF SAID SCHILLINGER PARK WEST A DISTANCE OF 315.0 FEET TO THE SOUTHEAST CORNER OF LOT 8, SCHILLINGER PARK WEST; THENCE RUN SOUTH A DISTANCE OF 160.0 FEET MORE OR LESS TO A POINT; THENCE RUN WEST 590.0 FEET MORE OR LESS TO A POINT; THENCE RUN SOUTH 603.09 FEET TO A POINT ON THE NORTHWEST CORNER OF A PARCEL CONVEYED AND RECORDED IN REAL PROPERTY BOOK 2430, PAGE 0442; THENCE CONTINUE SOUTH 620 FEET MORE OR LESS TO A POINT ON THE EAST-WEST HALF SECTION LINE OF SECTION 24, TOWNSHIP 4 SOUTH, RANGE 3 WEST; THENCE RUN NORTH 89º 52’30” WEST ALONG SAID HALF SECTION LINE A DISTANCE OF 500 FEET, MORE OR LESS, TO THE NORTHWARD PROJECTION OF THE WEST LINE OF LOT 1, L & T SUBDIVISION AS RECORDED IN MAP BOOK 66, PAGE 26; THENCE RUN SOUTH 00º 19’ 38” WEST ALONG THE PROJECTED WEST LINE OF LOT 1, L & T SUBDIVISION A DISTANCE

OF 308.64 FEET TO THE NORTHWEST CORNER OF LOT 1, L & T SUBDIVISION; THENCE CONTINUE SOUTH 00º 19’ 38” WEST ALONG THE WEST LINE OF LOT 1 A DISTANCE OF 21.36 FEET TO THE NORTHEAST CORNER OF LOT 2, LLT AIRPORT SUBDIVISION AS RECORDED IN MAP BOOK 73, PAGE 103 IN THE OFFICE OF JUDGE OF PROBATE MOBILE COUNTY, ALABAMA; THENCE RUN NORTH 89º 43’ 56” WEST ALONG THE NORTH LINE AND NORTH LINE PROJECTED OF LLT AIRPORT SUBDIVISION A DISTANCE OF 659.33 FEET TO A POINT; THENCE SOUTH 00º 19’ 38” WEST A DISTANCE OF 437.13 FEET TO THE NORTH RIGHT OF WAY LINE OF AIRPORT BOULEVARD; RUN THENCE SOUTHWARDLY TO A POINT ON THE SOUTH RIGHT OF WAY LINE OF AIRPORT BLVD. SAID POINT ALSO BEING THE NORTHWEST CORNER PROPERTY RECORDED IN REAL PROPERTY BOOK 4560 PAGE 912 IN THE OFFICE OF JUDGE OF PROBATE MOBILE COUNTY, ALABAMA; THENCE RUN SOUTHWARDLY AND THENCE EASTWARDLY ALONG SAID PROPERTY TO A POINT ON THE WESTWARDLY RIGHT OF WAY LINE OF DAWES ROAD; RUN THENCE SOUTHWESTWARDLY ALONG THE WEST RIGHT OF WAY LINE OF DAWES ROAD TO THE POINT ON THE WESTERLY PROJECTION OF THE SOUTH RIGHT OF WAY LINE OF OLD GOVERNMENT STREET ROAD; RUN THENCE EAST ALONG THE PROJECTED RIGHT OF WAY AND ALONG THE RIGHT OF WAY OF OLD GOVERNMENT STREET ROAD TO THE EAST LINE OF KIMBERLIN SUBDIVISION AS RECORDED IN MAPBOOK 13 PAGE 103 IN THE OFFICE OF JUDGE OF PROBATE MOBILE COUNTY, ALABAMA; RUN THENCE SOUTH ALONG THE EAST LINE OF SAID KIMBERLIN SUBDIVISION TO THE SOUTHWEST CORNER OF SOUTH SCHILLINGER COMMERCIAL PARK AS RECORDED IN MAP BOOK 79 PAGE 50 IN THE OFFICE OF JUDGE OF PROBATE MOBILE COUNTY, ALABAMA; RUN THENCE EAST ALONG THE SOUTH LINE OF SAID SOUTH SCHILLINGER COMMERCIAL PARK TO A POINT ON WEST RIGHT OF WAY LINE OF SCHILLINGER ROAD SOUTH; RUN THENCE EASTWARDLY TO THE POINT OF INTERSECTION WITH THE EAST RIGHT OF WAY OF SCHILLINGER ROAD SOUTH AND THE SOUTH RIGHT OF WAY LINE OF HITT ROAD; RUN THENCE EAST ALONG THE SOUTH RIGHT OF WAY LINE OF HITT ROAD TO A POINT ON THE SOUTH PROJECTION OF THE WEST LINE OF PROPERTY CONVEYED TO CITY OF MOBILE AND RECORDED IN REAL PROPERTY BOOK 5721 PAGE 1518 IN THE OFFICE OF JUDGE OF PROBATE MOBILE COUNTY, ALABAMA; RUN THENCE NORTHWARDLY ALONG SAID PROJECTION AND ALONG SAID WEST LINE TO A POINT ON THE SOUTH LINE OF PROPERTY CONVEYED TO THE CITY OF MOBILE AND RECORDED IN REAL PROPERTY BOOK 6200 PAGE 161 IN THE OFFICE OF JUDGE OF PROBATE MOBILE COUNTY, ALABAMA; RUN THENCE WEST TO SOUTHWEST CORNER OF SAID PROPERTY; RUN THENCE NORTH THENCE EAST THENCE NORTH ALONG WEST LINE OF SAID PROPERTY TO THE NORTHWEST CORNER OF SAID PROPERTY, SAID POINT ALSO LYING ALONG THE NORTH LINE OF SECTION 24 T4SR3W; RUN THENCE EAST ALONG THE NORTH LINE OF SAID SECTION 24 TO THE SOUTHWEST CORNER OF PROPERTY RECORDED IN REAL PROPERTY BOOK 887 PAGE 534 IN THE OFFICE OF JUDGE OF PROBATE MOBILE COUNTY, ALABAMA; THENCE RUN NORTH ALONG THE WEST SIDE OF SAID PROPERTY TO THE SOUTH RIGHT OF WAY OF OLD GOVERNMENT STREET ROAD; THENCE RUN NORTHWESTWARDLY TO THE SOUTHEAST CORNER OF AIRPORT ACRES NO. 1

AS RECORDED IN MAP BOOK 4 PAGE 39 IN THE OFFICE OF JUDGE OF PROBATE MOBILE COUNTY, ALABAMA; RUN THENCE NORTHWARDLY ALONG THE EAST LINE OF SAID AIRPORT ACRES TO THE NORTHEAST CORNER; RUN THENCE WESTWARDLY ALONG THE NORTH LINE OF SAID AIRPORT ACRES TO THE EAST LINE OF TYLER RIDGE SUBDIVISION AS RECORDED IN MAP BOOK 113 PAGE 50 IN THE OFFICE OF JUDGE OF PROBATE MOBILE COUNTY, ALABAMA; RUN THENCE NORTHWARDLY ALONG THE EAST LINE OF SAID TYLER RIDGE SUBDIVISION TO THE SOUTH WEST CORNER OF MILL CREEK SUBDIVISION AS RECORDED IN MAP BOOK 90 PAGE 118 IN THE OFFICE OF JUDGE OF PROBATE MOBILE COUNTY, ALABAMA; RUN THENCE EAST ALONG THE SOUTH LINE OF SAID MILL CREEK SUBDIVISION TO THE SOUTHWEST CORNER OF WESTOVER SUBDIVISION UNIT 4 AS RECORDED IN MAP BOOK 66 PAGE 23 IN THE OFFICE OF JUDGE OF PROBATE MOBILE COUNTY, ALABAMA; RUN THENCE NORTHWARDLY THENCE NORTHEASTWARDLY THENCE NORTHWARDLY ALONG THE WEST LINE OF SAID WESTOVER SUBDIVISION TO THE SOUTHWEST CORNER OF PORTSIDE BUSINESS CENTER RESUBDIVISION OF LOTS 27, 28, & 29 AS RECORDED IN MAP BOOK 59 PAGE 106 IN THE OFFICE OF JUDGE OF PROBATE MOBILE COUNTY, ALABAMA; RUN THENCE EAST ALONG THE SOUTH LINE OF SAID PORTSIDE BUSINESS CENTER RESUBDIVISION TO A POINT ON THE WEST SIDE OF PORTSIDE BLVD.; RUN THENCE NORTHEASTWARDLY TO THE SOUTHWEST CORNER OF PORTSIDE BUSINESS CENTER AS RECORDED IN MAP BOOK 54 PAGE 43 IN THE OFFICE OF JUDGE OF PROBATE MOBILE COUNTY, ALABAMA; RUN THENCE EAST ALONG SOUTH LINE OF SAID PORTSIDE BUSINESS CENTER TO THE NORTHEAST CORNER OF SAID WESTOVER SUBDIVISION UNIT 4; RUN THENCE SOUTH ALONG THE EAST LINE OF SAID WESTOVER UNIT 4 TO THE NORTH LINE OF WESTOVER UNIT 2 AS RECORDED IN MAP BOOK 63 PAGE 111 IN THE OFFICE OF JUDGE OF PROBATE MOBILE COUNTY, ALABAMA; RUN THENCE EAST ALONG THE NORTH LINE OF SAID WESTOVER SUBD. UNIT 2 TO THE NORTHEAST CORNER OF SAID UNIT 2; RUN THENCE SOUTH ALONG THE EAST LINE OF SAID UNIT 2 TO THE NORTHWEST CORNER OF LOT 6 BLOCK 8 HIGHLAND PARK SUBDIVISION AS RECORDED IN MAP BOOK 4 PAGE 380 IN THE OFFICE OF JUDGE OF PROBATE MOBILE COUNTY, ALABAMA; RUN THENCE EAST ALONG THE NORTH LINE OF SAID LOT 6 AND THE PROJECTION THEREOF TO A POINT ON THE EAST LINE OF LAKEVIEW DRIVE; RUN THENCE NORTH ALONG THE EAST SIDE OF LAKEVIEW DRIVE TO THE NORTHWESTWARDLY CORNER OF LOT B RESUBDIVISION OF LOTS 42 & 43 BLOCK 5 HIGHLAND PARK SUBDIVISION AS RECORDED IN MAP BOOK 99 PAGE 76 IN THE OFFICE OF JUDGE OF PROBATE MOBILE COUNTY, ALABAMA; RUN THENCE NORTHEASTWARDLY AND THEN EASTWARDLY ALONG THE NORTHERLY LINE OF SAID LOT B TO THE NORTHEAST CORNER OF SAID LOT B; RUN THENCE SOUTH ALONG THE EAST LINE OF SAID LOT B TO THE NORTHWEST CORNER OF LOT 2 BLOCK 5 HIGHLAND PARK AS RECORDED IN MAP BOOK 4 PAGE 380-381 IN THE OFFICE OF JUDGE OF PROBATE MOBILE COUNTY, ALABAMA; RUN THENCE EAST ALONG THE NORTH LINE OF SAID LOT 2 TO A POINT ON THE WEST RIGHT OF WAY LINE OF PARK AVENUE SOUTH; RUN THENCE EASTWARDLY TO A POINT ON THE EAST LINE OF PARK AVENUE SOUTH, SAID POINT BEING THE NORTHWEST CORNER OF THE

SOUTH 100 FEET OF LOT 7 BLOCK 6 HIGHLAND PARK; RUN THENCE EAST ALONG NORTH LINE OF SAID SOUTH 100 FEET OF LOT 7 TO A POINT ON THE WEST LINE OF LOT 3 BLOCK 6 OF SAID HIGHLAND PARK; RUN THENCE SOUTH ALONG THE WEST LINE OF SAID LOT 3 TO A POINT ON THE NORTH LINE OF LOT 8 BLOCK 6 OF SAID HIGHLAND PARK; RUN THENCE EAST ALONG THE NORTH LINE OF SAID LOT 8 A DISTANCE OF 35 FEET MORE OR LESS TO A POINT; RUN THENCE SOUTH TO A POINT ON THE NORTH LINE OF LOT 9 BLOCK 6 OF SAID HIGHLAND PARK SUBDIVISION; RUN THENCE EAST ALONG THE NORTH LINE OF SAID LOT 9 AND LOT 41 BLOCK 6 OF SAID HIGHLAND PARK AND THE PROJECTION THEREOF TO A POINT ON THE WEST LINE OF SECTION 20 T4SR2W, SAID POINT ALSO LYING ALONG THE PRESENT CORPORATE LIMITS OF THE CITY OF MOBILE; RUN THENCE NORTHWARDLY ALONG THE PRESENT CORPORATE LIMITS OF THE CITY OF MOBILE TO THE EASTERLY PROJECTED NORTH RIGHT OF WAY LINE OF ZEIGLER BLVD. AND THE POINT OF BEGINNING. LESS AND EXCEPT THE FOLLOWING AREA AS SHOWN BELOW AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

AREA EXCEPTED:

BEGINNING AT THE SOUTHEAST CORNER OF ALVERSON COMMERCIAL PARK AS RECORDED IN MAP BOOK 111, PAGE 29 IN THE OFFICE OF JUDGE OF PROBATE MOBILE COUNTY, ALABAMA; RUN THENCE WESTWARDLY ALONG THE SOUTH LINE OF SAID SUBDIVISON TO THE SOUTHWEST CORNER OF SAID SUBDIVISION;RUN THENCE NORTHWARDLY ALONG THE WEST LINE OF SAID SUBDIVISION AND ALSO ALONG THE EAST LINE OF ALVERSON ROAD SOUTH TO THE NORTHWEST CORNER OF SAID SUBDIVISION; RUN THENCE WESTWARDLY 60 FEET MORE OR LESS TO THE NORTHEAST CORNER OF LOT 3, LOWES SUBDIVISION AS RECORDED IN MAP BOOK 89, PAGE 44 IN THE OFFICE OF JUDGE OF PROBATE MOBILE COUNTY, ALABAMA; THENCE CONTINUE WESTWARDLY ALONG THE NORTH LINE OF SAID SUBDIVISION A DISTANCE OF 451.6 FEET MORE OR LESS TO A POINT; RUN THENCE NORTHWARDLY AND PARALLEL WITH ALVERSON ROAD SOUTH TO A POINT ON THE NORTH RIGHT OF WAY LINE OF HIGHLAND AVENUE; RUN THENCE EASTWARDLY ALONG THE NORTH RIGHT OF WAY LINE OF HIGHLAND AVENUE TO A POINT ON THE WEST RIGHT OF WAY LINE OF ALVERSON ROAD NORTH; RUN THENCE NORTHEASTWARDLY ALONG THE WESTERLY RIGHT OF WAY LINE OF ALVERSON ROAD NORTH TO THE POINT OF INTERSECTION WITH THE SOUTH RIGHT OF WAY LINE OF MONK AVENUE; RUN THENCE EASTWARDLY ALONG THE SOUTH RIGHT OF WAY LINE OF MONK AVENUE TO THE POINT OF INTERSECTION WITH THE SOUTH RIGHT OF WAY LINE OF OLD SHELL ROAD; RUN THENCE EASTWARDLY ALONG THE SOUTH RIGHT OF WAY LINE OF OLD SHELL ROAD TO THE POINT OF INTERSECTION WITH THE PROJECTED WEST LINE OF BERDIE BROADUS SUBDIVISION AS RECORDED IN MAP BOOK 89, PAGE 59 IN THE OFFICE OF JUDGE OF PROBATE MOBILE COUNTY, ALABAMA; RUN THENCE SOUTHWARDLY ALONG THE WEST LINE PROJECTED AND CONTINUING ALONG SAID WEST LINE TO THE SOUTHWEST CORNER OF LOT 2 OF SAID BERDIE BROADUS SUBDIVISION; RUN THENCE EASTWARDLY

ALONG THE SOUTH LINE OF SAID LOT 2 TO THE WEST LINE OF THE PRESENT CORPORATE LIMITS OF THE CITY OF MOBILE; RUN THENCE SOUTHWARDLY ALONG SAID CORPORATE LIMITS TO THE SOUTHEAST CORNER OF SECTION 18 T4S R2W; RUN THENCE WESTWARDLY ALONG THE SOUTH LINE OF SAID SECTION 18 TO THE NORTHWEST CORNER OF THE EAST 130 FEET LOT 30 HIGHLAND PARK EXT #2 AS RECORDED IN MAP BOOK 5 PGS 233-234 IN THE OFFICE OF JUDGE OF PROBATE MOBILE COUNTY, ALABAMA;RUN THENCE SOUTHWARDLY ALONG THE WEST LINE OF SAID EAST 130 FEET AND THE PROJECTION THEREOF TO THE SOUTH LINE OF CEDAR STREET; RUN THENCE EASTWARDLY ALONG THE SOUTH LINE OF CEDAR STREET TO THE NORTHWEST CORNER OF THE EAST 94 FEET OF LOT 31, OF SAID HIGHLAND PARK EXT #2; RUN THENCE SOUTHWARDLY ALONG THE WEST LINE OF SAID EAST 94 FEET OF LOT 31 TO THE POINT OF INTERSECTION WITH THE NORTH LINE OF LOT 32 OF SAID HIGHLAND PARK EXT # 2; RUN THENCE WESTWARDLY ALONG THE NORTH LINE OF SAID LOT 32 TO THE NORTHWEST CORNER OF SAID LOT 32; RUN THENCE SOUTHWARDLY ALONG THE WEST LINE OF SAID LOT 32 AND ALONG THE WEST LINE OF LOT 33 TO THE POINT OF INTERSECTION WITH THE NORTH RIGHT OF WAY LINE OF DICKENS FERRY ROAD; RUN THENCE WESTWARDLY ALONG THE NORTH RIGHT OF WAY LINE OF DICKENS FERRY ROAD TO THE SOUTHWEST CORNER OF LOT 8 OF SAID HIGHLAND PARK EXT #2; RUN THENCE NORTHWARDLY ALONG THE WEST LINE OF SAID LOT 8 A DISTANCE OF 161.4 FEET MORE OR LESS TO A POINT; RUN THENCE WESTWARDLY 170 FEET MORE OR LESS TO A POINT ON THE EAST RIGHT OF WAY LINE OF BORDER CIRCLE EAST; RUN THENCE WESTWARDLY 50 FEET MORE OR LESS TO THE SOUTH EAST CORNER OF LOT 4, BLOCK 3, W.H. JOWERS TRACT AS RECORDED IN MAP BOOK 4, PAGE 614-615 IN THE OFFICE OF JUDGE OF PROBATE MOBILE COUNTY, ALABAMA; RUN THENCE WESTWARDLY ALONG THE SOUTH LINE OF LOT 4 AND ALONG THE SOUTH LINE LOT 9 OF SAID SUBDIVISION AND THE PROJECTION THEREOF TO A POINT ON THE WEST RIGHT OF WAY LINE CENTER STREET, SAID POINT ALSO BEING THE SOUTHEAST CORNER OF LOT 5 OF SAID JOWERS TRACT; RUN THENCE SOUTHWARDLY ALONG THE WEST RIGHT OF WAY LINE OF CENTER STREET TO THE SOUTHEAST CORNER OF LOT 4 OF SAID JOWERS TRACT; RUN THENCE WESTWARDLY ALONG THE SOUTH LINE OF SAID LOT 4 TO A POINT ON THE WEST LINE OF LOT 3 OF SAID SUBDIVISION;RUN THENCE SOUTHWARDLY ALONG THE WEST LINE OF SAID LOT 3 100 FEET MORE OR LESS TO A POINT; RUN THENCE SOUTH 83°09’11”WEST A DISTANCE OF 252.45 FEET MORE OR LESS TO THE POINT OF INTERSECTION WITH THE EAST RIGHT OF WAY LINE OF BORDER CIRCLE WEST; RUN THENCE SOUTHWESTWARDLY A DISTANCE OF 58 FEET MORE OR LESS TO A POINT ON THE WEST RIGHT OF WAY LINE OF BORDER CIRCLE WEST SAID POINT BEING THE SOUTHEAST CORNER OF THE NORTH 80 FEET OF LOT 1 BLOCK 1 OF SAID W.H. JOWERS TRACT; RUN THENCE WESTWARDLY ALONG THE SOUTH LINE OF THE SAID NORTH 80 FEET TO THE EAST LINE OF LOT 2 OF SAID SUBDIVISION; RUN THENCE NORTHWARDLY ALONG THE EAST LINE OF SAID LOT 2 TO THE SOUTH LINE OF LOT 3 OF SAID SUBDIVISION; RUN THENCE WESTWARDLY ALONG THE SOUTH LINE OF LOT 3 TO THE SOUTHWEST CORNER OF SAID LOT 3; RUN THENCE

NORTHWARDLY ALONG THE WEST LINE OF SAID LOT 3 AND CONTINUING ALONG THE WEST LINE OF LOT B RESUB OF LOT 4 BLOCK 1 W.H. JOWERS AS RECORDED IN MAP BOOK 88 PAGE 100 IN THE OFFICE OF JUDGE OF PROBATE MOBILE COUNTY, ALABAMA TO THE SOUTHEAST CORNER OF LOT 6 BLOCK 1 W.H. JOWERS TRACT AS RECORDED IN MAP BOOK 4, PAGE 614-615; RUN THENCE WESTWARDLY ALONG THE SOUTH LINE OF SAID LOT 6 TO NORTHEAST CORNER OF THE SOUTH HALF OF THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER OF SECTION 19 T4S R2W; RUN THENCE WEST ALONG THE NORTH LINE OF SAID SOUTH HALF TO THE NORTHWEST CORNER OF SAID SOUTH HALF; RUN THENCE SOUTH ALONG THE WEST LINE OF SAID SOUTH HALF TO THE SOUTHEAST CORNER OF ALVERSON COMMERCIAL PARK SUBDIVISION AS RECORDED IN MAP 111 PAGE 29 AND THE POINT OF BEGINNING.

“P”

LESS AND EXCEPT THAT PORTION OF PROPERTY THAT WAS DE-ANNEXED IN 2015 AS PER RESOLUTION 02-219 AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF THE NORTHWEST QUARTER OF SECTION 19, TOWNSHIP 4 SOUTH, RANGE 2 WEST, MOBILE COUNTY, ALABAMA; THENCE RUN EASTWARDLY ALONG THE NORTH LINE OF SECTION 19, A DISTANCE OF 76.00 FEET TO THE NORTHWEST CORNER OF THE W. H. JOWERS TRACT AS PER PLAT RECORDED IN MAP BOOK 4, PAGES 614-615, PROBATE COURT RECORDS, MOBILE COUNTY, ALABAMA; THENCE RUN 500°17'00"E, ALONG THE WEST LINE OF SAID W. H. JOWERS TRACT, 894.94 FEET TO THE POINT OF BEGINNING; THENCE RUN N89° 10'34"E, 108.27 FEET TO A POINT; THENCE RUN S00°38'09"E, 79.88 FEET TO A POINT; THENCE RUN S89°09'51"W, 108.77 FEET TO A POINT; THENCE RUN N00°17'00"W, 79.90 FEET TO THE POINT OF BEGINNING, CONTAINING 0.20 ACRE.

“Q”

All of that real property, including all forty-three (43) lots, common areas, detention areas, rights-of-way and streets as described in and made a part of the Darby Creek Subdivision Plat recorded at Map Book 67, Page 71 in the records of the Judge of Probate of Mobile County.

“R”

That property known as 3865 Remington Court, Mobile, Alabama 36618 Parcel number 2304202000004.010, that was annexed into the city of Mobile pursuant to ordinance number 83-021 which was adopted March 12, 2024. Said property to be shown as Lot 24 Remington Subdivision, according to map or plat thereof as recorded in map book 46,

page 122 of the public records in the office of the judge of Probate of Mobile County, Alabama.

“S”

That property known as 4589 Hermitage Ave. Mobile, Alabama 36619, Parcel number 23305223000022.000 and 5344 Highway 90 W. Mobile, Alabama 36619, Parcel number 23305223000021.001, that was annexed into the city of Mobile pursuant to ordinance number 83-049 which was adopted September 24, 2024. Said property to be shown as The western portion of lots 6 & 7, block 1, Suburban Gardens, as recorded in map book 5, pages 295-300 of the public records in the office of the judge of Probate, Mobile County, Alabama and the western portion of lot 1, resubdivision of lot 8 and a portion of lot 9, Block 1, Suburban Gardens, as recorded in map book 113, page 77 of the public records in the office of the judge of Probate, Mobile County, Alabama;

More particularly described as follows:

Beginning at a capped rebar (Poly) at the southwest corner of lot 1, resubdivision of lot 8 and a portion of lot 9, Block 1, Suburban Gardens, as recorded in map book 113, page 77 of the records in the office of the judge of probate, Mobile County, Alabama; thence run north 89°-56'-02" east along the south line of said lot 1 a distance of 177.47 feet to a capped rebar (Poly) at the northwest corner of lot 2 of said resubdivision of lot 8 and a portion of lot 9, Block 1, Suburban Gardens; thence run north 00°-58'-21" east a distance of 299.53 feet to the north line of lot 6, Block 1, Suburban Gardens, as recorded in map book 5, pages 295-300 of the records in the office of the judge of probate, Mobile County, Alabama; thence run south 89°-55'-3311 west along the north line of said lot 6 a distance of 126.31 feet to a 60d nail in a root; thence run south 89°-55'-49" west along the north line of said lot 6 a distance of 199.76 feet to a 1" open top pipe at the northwest corner of said lot 6; thence run south 00°-05'-56" east along the east right-of-way line of Hermitage Avenue (50' r/w) and along the west line of said lot 6 and along the west line of lot 7, Block 1 of said Suburban Gardens a distance of 199.86 feet to a capped rebar (Poly) at the southwest corner of said lot 7; thence run north 89°-53'-32" east along the south line of said lot 7 a distance of 143.23 feet to a capped rebar (Poly) at the northwest corner of said lot 1; thence run south 00°-02'-00" west along the west line of said lot 1 a distance of 99.68 feet to the point of beginning. The described parcel contains 1.90 acres, more or less.

SECTION 2: Pursuant to the provisions of Act No. 18, General Acts of Alabama, 1956, Second Special Session, Page 279, and for the purpose of paying the expenses of the City Government, the Council of the City of Mobile does hereby lay, levy and assess for the municipal tax year beginning October 1, 2019, and for successive tax years, ad valorem taxes, on all real and personal property and intangibles situated in the following described areas within the corporate limits of the City of Mobile, which areas are being furnished the services set out in the aforesaid Act of the Legislature during the year for which this ad valorem tax is being levied, and which may be subjected to the municipal ad valorem taxes under the Constitution and Laws of the State of Alabama, viz.:

Beginning at the southwest corner of Section 5, Township 4 south, Range 2 west, thence run northward along the west line of Section 5, to the northwest corner of Section 5 and the southwest corner of Section 32, Township 3 south, Range 2 west; thence continue northward along the west line of Section 32 to the northwest corner of Section 32; thence run eastward along the north line of Sections 32, 33, 34, 35, and 36 to the northwest corner of the northeast quarter of the northeast quarter of Section 36; thence run southward along the north-south centerline of the northeast quarter of Section 36 to the east-west half-section line of Section 36; thence run eastward along the east-west half-section line to the east line of Section 36; thence run southeastwardly, northeastwardly, and southeastwardly along the existing corporate limits line of the City of Mobile to its intersection with the west line of Interstate 65; thence run southwestwardly along the west line of Interstate 65 to the north line of Section 6, Township 4 south, Range 1 west; thence run westward along the north line of Section 6, Township 4 south, Range 1 west and Section 1, Township 4 south, Range 2 west to the north-south one-half section line of said Section 1; run thence southwardly along the north-south one-half section line of said Section 1 to a point on the south line of said Section 1; run thence eastwardly along the south line of said Section 1 to the range line between Range 1 west and Range 2 west; run thence southwardly along the range line between Range 1 west and Range 2 west to the north bank of Bolton's Branch; run thence southwardly and eastwardly along the meanderings of the north bank of Bolton's Branch to the west bank of Dog River; run thence southwardly along the west bank of Dog River to the north right-of-way line of the Louisville and Nashville Railroad; run thence northeastwardly along the north right-of-way line of said railroad to a point on the township line between Township 4 south and Township 5 south; run thence eastwardly along said township line between Township 4 south and Township 5 south to a point on the north-south coordinate line 336,000 of the Transverse Mercator Projection for Alabama West Zone as used officially on maps of the Mobile Bay Area by the United States Corps of Engineers; run thence south along said coordinate line to a point due east of the north bank of Dog River; run thence due west to the north bank of Dog River; run thence northwestwardly along the meanderings of the northerly and easterly bank of Dog River to a point due east of the north bank of Halls Mill Creek; run thence due west to the north bank of Halls Mill Creek; run thence northwardly and westwardly along the meanderings of the north bank of Halls Mill Creek to the west line of Section 17, Township 5 south, Range 2 west; thence run northwardly along the west line of Sections 17, 8 and 5, Township 5 south, Range 2 west and along the west line of Sections 32, 29, 20, 17 and 8, Township 4 south, Range 2 west to the northwest corner of said Section 8, said corner also being the southwest corner of Section 5, Township 4 south, Range 2 west and the point of beginning.

SECTION 3: Pursuant to the provisions of Act No. 18, General Acts of Alabama, 1956, Second Special Session, Page 279, the area described in said Act No. 18 but outside of that area described in Sections 1 and 2 of this Ordinance is hereby exempted from the City of Mobile ad valorem taxes for the municipal tax year beginning October 1, 2019.

SECTION 4: That the annual rate of each levy provided in Sections 1 and 2 of this Ordinance shall be seventy hundredths (.70) of one per centum as authorized by law, of the value of such property as assessed for State Taxation during the preceding year.

SECTION 5: Should any section, provision, or part of this Ordinance be declared unconstitutional or void by any court of competent jurisdiction it shall not affect the validity of the remaining sections, provisions, or parts of this Ordinance.

Adopted:

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City Clerk

AGENDA ITEM SUMMARY SHEET

Agenda of: March 24, 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:
Lana Pafenbach
Lana Pafenbach

2026

R E S O L U T I O N

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:

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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 24, 2026

Submitted by:
Ricardo Woods, City Attorney

Sponsored by:
Spiro Cheriogotis, INACTIVE

Purpose and Scope of Project:
Authorize Clarifying Amendment to Project Agreement between City of Mobile, Mobile County and Airbus Americas, Inc. dated May 30, 2023

Amount of Contract:

Funding Source

ATTACHMENTS:
1. Resolution - Clarifying Amendment County City and Airbus Agreement
2. AIRBUS- CLARIFYING AMENDMENT TO PROJECT AGREEMENT- Project Ramp
3. Project Ramp Project Agreement_Mobile City + County_30 May 2023 (EXECUTED) (1) (1)(63112127.1)

REVIEWERS:
Lana Pafenbach
Lana Pafenbach

RESOLUTION

Sponsored by: Mayor Spiro Cheriogotis

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MOBILE, ALABAMA, that the Mayor and the City Clerk be, and they hereby are authorized to execute and attest, respectively, for and on behalf of the City of Mobile, the Clarifying Amendment to the Project Agreement between Mobile County, the City of Mobile and Airbus Americas, Inc., which clarifies and updates, on a retroactive and prospective basis, certain language set forth in the Agreement, dated May 30, 2023, to replace the language in the recitals and Section 2 definitions. The Clarifying Amendment is attached hereto or one with wording substantially similar, and made a part hereof, as though set forth in full, and to take such further action necessary to effectuate the Agreement. A copy of said Amendment and Agreement is on file in the office of the City Clerk.

ADOPTED:

_____

City Clerk

CLARIFYING AMENDMENT
TO THE
PROJECT AGREEMENT
DATED MAY 30, 2023

THIS CLARIFYING AMENDMENT TO THE PROJECT AGREEMENT DATED MAY 30, 2023 (this "Clarifying Amendment") is made and entered into as of the 22nd day of August, 2025 (the "Effective Date"), by and among **MOBILE COUNTY** ("County"), the **CITY OF MOBILE** ("City") and **AIRBUS AMERICAS, INC.** ("Company"). The County, City and Company are each a "Party" to this Agreement and are collectively referred to as the "Parties."

The Parties entered into that certain Project Agreement dated May 30, 2023. The Parties would like to clarify and update, on a retroactive and prospective basis, certain language set forth in the Project Agreement.

Company has always contemplated that the ACDC Parcel (defined below) and the ACDC Facilities (defined below) are included as part of the scope of the Project. This Clarifying Amendment clarifies and confirms this understanding of the Parties.

NOW, THEREFORE, in consideration of these premises, the mutual covenants and agreements hereinafter set forth and for other good and valuable consideration, the receipt of which is hereby acknowledged, the Parties hereto agree as follows:

1. The Sixth Recital of the Project Agreement is hereby amended by deleting it therefrom and substituting the following in lieu thereof:

> **WHEREAS**, the Mobile Airport Authority ("MAA") intends to construct the New Facility (defined herein) with an estimated capital investment of Seven Hundred Million Dollars ($700,000,000); and

2. The Seventh Recital of the Project Agreement is hereby amended by deleting it therefrom and substituting the following in lieu thereof:

> **WHEREAS**, the Company wishes to lease the New Facility and expand the Project (defined herein), and where the Company is expected to hire and employ, in addition to the Baseline Jobs, at least one thousand (1,000) net new Full-Time Employee positions, earning an average hourly wage of at least Thirty-One Dollars and Twenty-Five Cents ($31.25), exclusive of Fringe Benefits, with a total direct Capital Investment in the Project by the Company estimated to be One Hundred Fifty Million Dollars ($150,000,000); and

3. Section 2 of the Project Agreement is hereby amended by adding the following definitions:

> "ACDC Facilities" means those certain buildings and other facilities on the ACDC Parcel, including a parts consolidation facility that will house and distribute aircraft components to the Company Final Assembly Line at the Brookley Aeroplex.

"ACDC Parcel" means the real property specifically described in the First Amendment to Project Ramp Facilities Lease Agreement dated August 22, 2025, entered into by and between the MAA and the Company and any other real property that under the terms hereof constitutes a part of the ACDC Parcel.

"Project Site" means the Brookley Campus and the ACDC Parcel.

4. Where the term "Brookley Campus" is referred to in the Project Agreement (except in Section 2), the term "Project Site" shall be substituted in lieu thereof.

5. Section 2 of the Project Agreement is hereby amended by deleting the definition of "New Facility" and substituting the following in lieu thereof:

"New Facility" shall mean the facilities to be constructed by MAA and leased and equipped by Company at the Project Site.

6. Section 2 of the Project Agreement is hereby amended by deleting the definition of "Project" and substituting the following in lieu thereof:

"Project" shall mean the combined business operations undertaken at the New Facility by the Company at the Project Site.

7. The amendments contained herein shall apply (i) retroactively back to and including the Effective Date; and (ii) prospectively throughout the term of the Project Agreement.

8. Except as herein and hereby amended, modified or changed, all terms of the Project Agreement shall continue in full force and effect according to the terms thereof.

[EXECUTION BEGINS ON NEXT PAGE]

IN WITNESS WHEREOF, the parties hereto have each caused this Clarifying Amendment to be duly executed as of the date set forth above.

MOBILE COUNTY, a body politic and a political subdivision of the State of Alabama

By:_____

As Chairman of the Mobile County Commission

STATE OF ALABAMA)

COUNTY OF MOBILE)

Before me, the undersigned, a Notary Public, in and for said county, in said state, personally appeared_____, Chairman of the Mobile County Commission, whose name is signed to the foregoing Agreement, and who is known to me, being first duly sworn, acknowledged before me on this day that, being informed of the contents of said Agreement, makes oath that she/he, as such official and with full authority, has read the foregoing Agreement and knows the contents thereof, executed the same voluntarily for and as the act of Mobile County on this date.

Subscribed and sworn to before me on this ____ day of _____, 2026.

_____

Notary Public

IN WITNESS WHEREOF, the parties hereto have each caused this Clarifying Amendment to be duly executed as of the date set forth above.

CITY OF MOBILE, a body politic and a political subdivision of the State of Alabama

By:_____

_____

As _____

STATE OF ALABAMA)

COUNTY OF MOBILE)

Before me, the undersigned, a Notary Public, in and for said county, in said state, personally appeared_____, as _____, whose name is signed to the foregoing Agreement, and who is known to me, being first duly sworn, acknowledged before me on this day that, being informed of the contents of said Agreement, makes oath that she/he, as such official and with full authority, has read the foregoing Agreement and knows the contents thereof, executed the same voluntarily for and as the act of the City of Mobile on this date.

Subscribed and sworn to before me on this ____ day of _____, 2026.

_____

Notary Public

AIRBUS AMERICAS, INC.

By:_____

Its: _____

STATE OF _____)

COUNTY OF _____)

Before me, the undersigned, a Notary Public, in and for said county, in said state, personally appeared _____, as _____ of Airbus Americas, Inc., whose name is signed to the foregoing Agreement, and who is known to me, being first duly sworn, acknowledged before me on this day that, being informed of the contents of said Agreement, makes oath that he, as such official and with full authority, has read the foregoing Agreement and knows the contents thereof, executed the same voluntarily for and as the act of said Airbus Americas, Inc. on this date.

Subscribed and sworn to before me on this ____ day of _____, 2026.

_____

Notary Public

PROJECT AGREEMENT

THIS PROJECT AGREEMENT ("Agreement") is made and entered into as of May 30, 2023 (the "Effective Date") by and among **MOBILE COUNTY,** a body politic and political subdivision of the State of Alabama, by and through the Mobile County Commission (the "County"), the **CITY OF MOBILE**, an Alabama municipal corporation (the "City"), and **AIRBUS AMERICAS, INC.**, a Delaware corporation (the "Company"). The County, the City and Company are each a "Party" to this Agreement and are collectively referred to as the "Parties."

RECITALS

WHEREAS, the County, City and the Company were parties to that certain Site Location and Development Agreement dated July 12, 2012 (the "SLDA") whereby Airbus established and now operates a final assembly line facility at the Brookley Aeroplex; and

WHEREAS, the County, City and Airbus U.S. A220, Inc. (f/k/a CSALP US Inc.) ("Airbus A220"), a Delaware corporation and an affiliate of the Company, were parties to that certain Project Agreement dated January 22, 2019, whereby Airbus A220 established and now operates a final assembly line facility for the assembly and manufacture of A220 aircraft at the Brookley Aeroplex; and

WHEREAS, the Company and Airbus 220 lease facilities at Brookley Aeroplex where they assemble A320 aircraft and A220 aircraft, respectively (collectively, the "Existing Facilities"); and

WHEREAS, Airbus A220 is under common ownership, management, or control with the Company and therefore meets the definition of a "related company" under section 40-18-370(c)(15) of the Code of Alabama (1975); and

WHEREAS, the Company and Airbus 220 have a total of one thousand one hundred thirty-five (1,135) Full-Time Employee positions (the "Baseline Jobs Threshold"); and

WHEREAS, the Mobile Airport Authority ("MAA") intends to construct a new facility located at Brookley Aeroplex located at 320 Airbus Way, Mobile, Alabama 36615 in Mobile, Mobile County, Alabama (the "New Facility") with an estimated Capital Investment of Seven Hundred Million Dollars ($700,000,000); and

WHEREAS, the Company wishes to lease the New Facility and expand its production of the A320 aircraft (the "Project"), and where the Company is expected to hire and employ, in addition to the Baseline Jobs, at least one thousand (1,000) net new Full-Time Employee positions, earning an average hourly wage of at least Thirty-One Dollars and Twenty-Five Cents ($31.25), exclusive of Fringe Benefits, with a total direct Capital Investment in the Project by the Company estimated to be One Hundred Fifty Million Dollars ($150,000,000); and

WHEREAS, the Alabama Secretary of Commerce has found and certified to the Governor of the State of Alabama that the Project meets the definition of a Qualifying Project under the Code of Alabama § 40-18-372 and that the Company should be designated as an Approved Company under Code of Alabama § 40-18-373 and in reliance the Governor has made such designations; and

WHEREAS, the State of Alabama and the Company have entered into a Project Agreement for the Project (the "State Project Agreement"); and

WHEREAS, in reliance on the Company's representations of the total capital investment and employment for the Project as described herein, and in consideration of the economic impact, the increased tax revenues, and other benefits to be received by the County, the City, and their citizens, the County and the City have committed to making available to the Company certain incentives in the manner and amounts described herein, contingent upon the commitment of separate incentives by the State of Alabama and subject to existing law, as presently interpreted and construed.

NOW, THEREFORE, in consideration for the mutual promises and covenants contained herein and for other valuable consideration, the receipt, adequacy and sufficiency of which is hereby acknowledged, the Parties enter into this Agreement on the following terms and conditions.

1. **Scope of Agreement.** This Agreement fully sets out the complete agreement of the Parties. This Agreement includes the facts, averments and representations set out in the Recitals, as well as all exhibits, attachments or appendices attached hereto or referenced herein, all of which are hereby incorporated by reference.

2. **Capitalized Terms.** For the purposes of this Agreement, the following capitalized terms shall have the meanings set forth in this Section 2:

"A220 Project Agreement" shall mean that certain Project Agreement by and between the City, the County, and Airbus A220 having an effective date of January 22, 2019.

"A220 Project Employee" shall have the meaning set forth in the A220 Project Agreement.

"Adequate Health Insurance Coverage" shall mean health insurance which provides, at a minimum, the following: hospital care, physician care, prenatal and postnatal care and prescription drugs; and for which the Company shall pay at least fifty percent (50%) of the Project Employee's insurance plan premium.

"Agreement" shall mean this document and any other attached or referenced documents that are within the scope of agreement as established in Section 1 of this Agreement.

"Airbus A220" shall mean Airbus U.S. A220, Inc., a Delaware corporation.

"Annual Mobile First Report" shall have the meaning set forth in Section 3(r) hereof.

"Approved Company" shall mean any company determined by the Secretary and the Governor to meet the criteria provided in sections 40-18-373 and 40-18-376.1 of the Code of Alabama.

"Approval Event" means (i) any governmental approval not being granted or being materially delayed upon application having been duly made that complies with the requirements for such approval to be granted, or (ii) any governmental approval ceasing to remain in full force and effect, or not being renewed upon application having been duly made that complies with the requirements for such renewal to be granted.

"Baseline Job" shall mean an Existing Employee and an A220 Project Employee.

"Baseline Jobs Threshold" shall mean one thousand one hundred thirty-five (1,135) Baseline Jobs.

"Brookley Campus" shall mean, collectively, the Existing Facilities and the New Facility.

"Capital Investment" shall have the meaning as provided in section 40-18-370 of the Code of Alabama.

"Capital Investment Target" shall mean One Hundred Twenty Million Dollars ($120,000,000).

"Capital Investment Target Date" shall mean the date set forth in Subsection 1(c) of the Project Schedule.

"Cash Maintenance Period" shall mean the period of five (5) Reporting Years immediately following the Initial Jobs Target Date.

"Change of Control" shall have the meaning of either:

i. The acquisition by any "Person" (as the term "person" is used for the purposes of Subsection 13(d) or 14(d) of the Securities Exchange Act of 1934, as amended (the "Exchange Act")) of direct or indirect beneficial ownership (within the meaning of Rule 13d-3 promulgated under the Exchange Act) of fifty percent (50%) or more of the combined voting power of the then-outstanding securities or membership interests of the Company entitled to vote in the election of directors or governing body, or

ii. The consummation of a merger, consolidation, reorganization, statutory share exchange, or similar form of corporate transaction involving the Company, or the sale or other disposition of all or substantially all of the Company's assets.

"City" shall have the meaning set forth in the Preamble hereof.

"City Commitment" shall have the meaning set forth in Section 4(b) hereof.

"City First Payment Date" shall have the meaning set forth in Section 4(b) hereof.

"Commence Construction" or "Commencement of Construction" shall mean physical work is being performed regularly, using appropriate equipment and manpower to construct and equip the New Facility and install necessary infrastructure to accomplish the objectives of the Project.

"Company" shall mean Airbus Americas, Inc., a Delaware corporation.

"County" shall have the meaning set forth in the Preamble hereof.

"County Commitment" shall have the meaning set forth in Section 4(a) hereof.

"County First Payment Date" shall have the meaning set forth in Section 4(a) hereof.

"Effective Date" shall have the meaning set forth in the Preamble hereof.

"Eligible Job" shall mean a Project Job occupied by an Alabama resident.

"Employment Level" shall mean, in the aggregate, the Yearly Average of Baseline Jobs and the Yearly Average of Project Jobs.

"Existing Employee" shall mean a Full-Time Employee occupying a job at the Existing Facilities that is not an A220 Project Employee.

"Existing Facilities" shall mean the facilities leased by the Company and Airbus A220 at Brookley Aeroplex where they assemble A320 aircraft and A220 aircraft, respectively.

"Final Jobs Target" shall mean the sum of the Project Jobs Target plus the Baseline Jobs Threshold, which equals two thousand on hundred thirty-five (2,135) Full-Time Employees.

"Final Jobs Target Date" shall mean the date set forth in the Project Schedule.

"Force Majeure Event" shall mean a matter which (i) is beyond the reasonable control of the Company, (ii) materially affects the performance by the Company of its obligations under this Agreement and (iii) could not reasonably have been foreseen by the Company, including, but not limited to, acts of God, acts of terrorism, and extreme weather, but excluding unfavorable economic conditions.

"Fringe Benefits" shall mean all non-Wage consideration paid or otherwise provided to Project Employees, including, but not limited to, health insurance, retirement, life insurance, workers' compensation, unemployment compensation, and the employer portion of Federal Insurance Contributions Act taxes. Fringe Benefits must include Adequate Health Insurance Coverage as defined in this Agreement.

"Full-Time Employee" shall mean a person who is paid directly by the Company or Airbus A220 for not less than thirty-five (35) hours per week, is employed at the Brookley Campus, and who his or her employer identifies as its employee to the U.S. Internal Revenue Service or the

Alabama Department of Revenue or the Alabama Department of Labor on returns or reports filed with the foregoing, including but not limited to, IRS Form 941. In the case where persons are assigned to multiple facilities at the Brookley Campus, the County and the City shall recognize any determination made by the State as to how these positions shall be allocated between projects. Notwithstanding the above, the definition of "Full-Time Employee" for purposes of this Agreement shall not include a temporary employee or a worker performing construction work on buildings or other structures which are intended to be part of the Project.

"Governor" shall mean the Governor of the State of Alabama.

"Indemnified Parties" shall have the meaning set forth in Section 18 hereof.

"Initial Jobs Target" shall mean the sum of five hundred (500) Project Jobs plus the Baseline Jobs Threshold, which equals one thousand six hundred thirty-five (1,635) Full-Time Employees.

"Initial Jobs Target Date" shall mean the date set forth in Subsection 1(d) of the Project Schedule.

"MAA" shall mean the Mobile Airport Authority, a public corporation duly organized under the laws of the State of Alabama.

"Minimum Average Hourly Wage" shall mean Thirty-One Dollars and Twenty-Five Cents ($31.25).

"Mobile First Initiative" shall have the meaning set forth in Section 3(e) hereof.

"New Facility" shall mean the new facilities to be constructed by MAA and leased and equipped by the Company located at Brookley Aeroplex at 320 Airbus Way in Mobile, Mobile County, Alabama, as set forth in the Recitals of this Agreement.

"Parties" shall mean the County, the City and the Company, collectively, each of which is a Party to this Agreement.

"Project" shall have the meaning set forth in the Recitals hereof.

"Project Employee" shall mean a Full-Time Employee occupying a Project Job. All Project Employees shall be eligible to receive any Fringe Benefit provided by his or her employer.

"Project Job" shall mean a net new Full-Time Employee position created during and after the Project Ramp-Up Period for the Project and assigned to the Project for a period of at least one (1) year. No Project Job occupied by a Transferred Employee shall be considered eligible, except to the extent that the Company certifies to the State with respect to such Transferred Employee that it has not eliminated the Transferred Employee's Baseline Job and that a new Full-Time Employee has been hired to fill substantially the same job and in the same pay category as that

previously held by the Transferred Employee. A Project Job must be occupied by a Full-Time Employee to count towards the Project Jobs Target.

"Project Jobs Target" shall mean shall mean one thousand (1,000) Project Jobs.

"Project Ramp-Up Period" shall mean the period of time beginning on May 2, 2022 and ending on the Final Jobs Target Date.

"Project Schedule" shall mean the schedule of dates set forth in *Exhibit A* of the State Project Agreement, which schedule is attached hereto as **Exhibit A** and hereby incorporated herein by reference, and any modified Project Schedule hereafter approved by the Secretary and the Company, a copy of which shall be provided by the Company to the County and the City within ten (10) days following the Secretary's approval thereof.

"Qualifying Project" shall mean any project to be undertaken by an Approved Company pursuant to section 40-18-372 Code of Alabama.

"Reporting Year" shall mean a twelve (12) month period beginning on July 1st and ending on June 30th. The first Reporting Year shall begin on July 1, 2027, and the final Reporting Year shall end on June 30th of the final year of the Cash Maintenance Period.

"Secretary" shall mean the Secretary of Commerce of the State of Alabama.

"SLDA" shall have the meaning set forth in the Recitals hereof.

"State" shall mean the State of Alabama.

"State Project Agreement" shall have the meaning set forth in the Recitals hereof.

"Transferred Employee" shall mean an employee of the Company or Airbus A220 employed in a Baseline Job and transferred to a Project Job.

"Wage" or "Wages" shall have the meaning as provided under section 40-18-370 of the Code of Alabama. Wages shall not include Fringe Benefits.

"Yearly Average" shall mean the average number of Baseline Jobs or Project Jobs, as the case may be, calculated on an annual basis for each Reporting Year by adding the total number of Baseline Jobs or Project Jobs on the 15th day of each month in the applicable Reporting Year and dividing that sum by twelve (12).

3. The Company's Commitments, Representations and Warranties. The Company acknowledges that the citizens of the County and City anticipate the prompt receipt of substantial economic benefit to the local economies in return for the incentives granted under this Agreement. In consideration of the County and City providing the incentives described herein, the Company makes the following commitments, representations, and warranties:

(a) The Parties acknowledge that the Company has Commenced Construction prior to the Effective Date. The Company shall cause the Commencement of Operations not later than the date set forth in Subsection 1(b) of the Project Schedule.

(b) In furtherance of the Project, not later than the Capital Investment Target Date, the Company's total Capital Investment in the Project is estimated to be the Capital Investment Target.

(c) Not later than the Initial Jobs Target Date, the Company shall achieve the Initial Jobs Target, wherein Project Employees earn an average hourly wage of at least the Minimum Average Hourly Wage. Not later than the Final Jobs Target Date, the Company shall achieve the Final Jobs Target, wherein Project Employees earn an average hourly wage of at least the Minimum Average Hourly Wage.

(d) The Company acknowledges that Fringe Benefits shall include Adequate Health Care Coverage for all Project Employees.

(e) The Company, directly and through its construction manager, has implemented contracting and hiring goals for the Project consistent with the "Mobile First Initiative for the Mobile Area Business Community" attached hereto as **Exhibit B** (the "Mobile First Initiative"). The Company, in implementing the Mobile First Initiative, shall consider incorporating quantifiable incentives when issuing bid requests and RFPs/RFQs to County-based contractors and vendors and County and City residents to provide products and services in constructing, equipping, and operating the Project. The Company shall use commercially reasonable efforts to ensure that contractors and vendors selected by the Company for the Project are in good standing, licensed, and qualified to do business in Alabama, all in accordance with Alabama law. Notwithstanding the foregoing, the Parties acknowledge that selection of contractors and vendors for the Project shall be at the sole discretion of the Company.

(f) The Company acknowledges and agrees that the City and the County, as a matter of public policy, encourage minority-owned and disadvantaged business entity participation to the maximum extent possible. It is the intent of the Company to provide equal access to minority-owned and/or disadvantaged business entities that desire to provide products and services in constructing, equipping, and operating the Project. The Parties acknowledge that selection of vendors providing products and services for the Project shall be at the sole discretion of the Company.

(g) The Company, consistent with the hiring goals set forth in the Mobile First Initiative, shall:

(i) Focus on and use best effort to recruit and hire qualified current County and City residents for the Project, subject in all cases to the Company's then usual and customary hiring policies. Notwithstanding the foregoing, the Parties acknowledge that selection, hiring, and termination of employees for the Project shall be at the sole discretion of the Company, and

(ii) Implement programs to specifically target residents of Mobile County in recruiting and training efforts to help ensure the employment profile at the Brookley Campus is reflective of the local community. These training

programs will be developed in collaboration with AIDT, the Mobile County Public School System, the Alabama Two-Year College System, the University of South Alabama and Flight Works Alabama, and shall consist of one or more apprenticeship, workforce training and/or training programs to introduce, recruit and train current students, newly-graduated students, adults with little or no formal skills or training and new hires in the aviation manufacturing business sector. In addition, the Company will use its best efforts to collaborate with the Southwest Alabama Partnership for Training and Employment (formerly known as Mobile Works) to accomplish these goals.

(h) The Company commits to collaborate with the Mobile Area Chamber of Commerce to develop the next phase of the Mobile First Initiative, which will provide financial assistance and incentives to new employees, or relocating current employees, who are moving into this region that purchase housing located within the County and City. To execute this program, the Company, when recruiting or relocating employees to this region, agrees to implement and present the program described herein and utilize good faith best efforts to encourage those new employees to secure housing located within the County and City. Notwithstanding the foregoing, the Parties acknowledge that housing decisions shall be at the sole discretion of the Project Employees.

(i) The Company is expecting numerous employees from throughout the United States and overseas, employed by the Company and other affiliates, to travel to the County and City on a regular basis. The Company agrees to use good faith best efforts to encourage employees of the Company to utilize hotels and similar facilities located within the County and City.

(j) The Company is a going concern, is financially solvent and shall make available adequate funding to complete the Project and conduct the Company's business at the New Facility.

(k) The Company is in good standing, licensed and qualified to do business in Alabama, all in accordance with Alabama law, and shall remain licensed, qualified, in good standing and in compliance with all Alabama laws applicable to its operations at the New Facility throughout the duration of this Agreement including any applicable employment and immigration laws.

(l) By signing this Agreement, the Company affirms, for the duration of the Agreement, that it will not violate federal or state immigration law or knowingly employ, hire for employment or continue to employ an unauthorized alien within the State. Furthermore, if the Company is found to be in violation of this provision, the Company shall be deemed in breach of this Agreement and shall be responsible for all damages resulting therefrom. The Company has provided to the County and the City documentation evidencing its participation in the E-Verify program.

(m) The Company shall satisfy in all material respects its obligations under other agreements with local governments or private economic development organizations, if any, which relate to the Project.

(n) The Company is not prohibited from consummating the transactions contemplated in this Agreement by any law, regulation, agreement, instrument, restriction, order or judgment.

(o) The Company has the legal power and authority to enter into this Agreement and to make the respective commitments made in this Agreement. To the extent that (i) any authorization, approval, resolution or consent of the Company's board of directors, officers, managers, trustees or any other persons is required under either the Company's organizational and/or governing documents or otherwise is required by law and (ii) that any authorization, approval or consent of any governmental authority, body, or agency or third party is required for the Company to enter into this Agreement and make the commitments contained in this Agreement, such authorizations, approvals and consents have been duly obtained in accordance with applicable law and procedures. Upon request by the County and/or City, the Company shall provide reasonable documentation of the foregoing authority and action. The Company's legal counsel, upon reasonable request by the County and/or City, shall furnish to the County and/or City an opinion of counsel or other form of documentation reasonably satisfactory as to the matters set forth in Section 3(k) and Section 3(n). Further, upon reasonable request of the County and/or City, the Company's accountants and other representatives shall furnish to the County and/or City other forms of documentation reasonably satisfactory as to the matters described herein.

(p) If the Company determines that it will not meet any of the commitments set forth in Subsections 3(a), (b) or (c) by the deadlines set forth in those Subsections due to the occurrence of a Force Majeure Event, such delay shall not immediately result in a default or grounds for termination of this Agreement by the County and the City. In such an event within a reasonable time prior to expiration of any such commitment that the Company claims has been or will be delayed by a Force Majeure Event, the Company shall give the County and the City written notice containing a description of the Force Majeure Event in question, an explanation of how the Company anticipates such event will affect the Company's performance under this Agreement, what actions the Company plans to undertake in order to address the conditions caused by the Force Majeure Event and an estimate of how long the Company anticipates the Force Majeure Event will delay the Company in meeting its commitments under this Agreement. If the County or the City determines that a Force Majeure Event has occurred and that the Company is making a good faith effort to meet its commitments despite the delay caused by the Force Majeure Event, the County and the City shall give the Company a reasonable period of time to address such conditions before the Company shall be considered in default under this Agreement.

(q) No Change of Control shall occur without the Company obtaining the Secretary's written consent. Upon receipt by the Company of such consent from the Secretary, the Company shall provide a copy of such written consent to the County and the City.

(r) The Company agrees to provide an annual written update (the "Annual Mobile First Report") to the Mobile Area Chamber of Commerce on its efforts to achieve the goals set forth in the Mobile First Initiative. The Annual Mobile First Report will include any reports as contemplated by the Mobile First Initiative and will be provided within thirty (30) days of the annual anniversary date of this Agreement.

4. **Commitments of the County and the City.** In consideration of the Company undertaking the Project and the economic benefit to the County, City, and local community to be realized from the Project:

(a) County Commitment.

(i) *Cash Incentive*. The County shall make available up to Ten Million and No/100 Dollars ($10,000,000.00) (the "County Commitment"), to be paid in the manner set forth below, to reimburse the Company for costs and capital expenses: (i) incurred in leasing, developing, constructing, and equipping the Project, (ii) to support the workforce development, recruiting and training efforts in Mobile County, and (iii) in providing the amenities needed to support the continued workforce recruiting and current employee retention efforts at the Brookley Aeroplex. The County shall make annual installment payments for the benefit of the Company in ten (10) equal installments of One Million and No/100 Dollars ($1,000,000.00) as provided herein. The County shall pay the first installment payment within thirty (30) days after the Commencement of Operations. The payment date of the first installment payment shall be referred to as the "County First Payment Date." The County shall make an installment payment in the amount of One Million Dollars ($1,000,000.00) on the following nine (9) anniversaries of the County First Payment Date.

(ii) *Payment of the County Commitment*. To request a payment, the Company shall submit to the County a request for payment using the form attached hereto as **Exhibit C**, and documentation demonstrating that the expenditures for which reimbursement is sought were incurred only for the Project. Payment under this Section 4(a) shall be in accordance with and subject to the provisions of Section 6(a).

(iii) The Company hereby commits to utilize Two Million, Five Hundred Thousand and No/100 Dollars ($2,500,000.00) of the County Commitment to achieve the goals set forth above in Section 3(g)(ii).

(b) City Commitment.

(i) *Cash Incentive*. The City shall make available up to Ten Million and No/100 Dollars ($10,000,000.00) (the "City Commitment"), to be paid in the manner set forth below, to reimburse the Company for costs and capital expenses: (i) incurred in leasing, developing, constructing, and equipping the Project, (ii) to support the workforce development, recruiting and training efforts in Mobile County, and (iii) in providing the amenities needed to support the continued workforce recruiting and current employee retention efforts at the Brookley Aeroplex. The City shall make annual installment payments for the benefit of the Company in ten (10) installments as provided herein. The City shall pay the first installment payment of Five Million Dollars ($5,000,000.00) within thirty (30) days after the

Commencement of Operations. The payment date of the first installment payment shall be referred to as the "City First Payment Date." The City shall make an installment payment in the amount of Five Hundred Fifty-five Thousand, Five Hundred Fifty-five and 55/100 Dollars ($555,555.55) on the following nine (9) anniversaries of the City First Payment Date.

(ii) *Payment of the City Commitment.* To request a payment, the Company shall submit to the City a request for payment using the form attached hereto as **Exhibit C**, and documentation demonstrating that the expenditures for which reimbursement is sought were incurred only for the Project. Payment under this Section 4(b) shall be in accordance with and subject to the provisions of Section 6(b).

(iii) The Company hereby commits to utilize Two Million, Five Hundred Thousand and No/100 Dollars ($2,500,000.00) of the City Commitment to achieve the goals set forth above in Section 3(g)(ii).

(c) Assistance with Permits.

(i) The City and County shall provide a License and Permit Coordinator, as such term is defined in the SLDA, on an as needed basis, during construction of the Project and thereafter.

(ii) To the extent permitted by applicable law and provided the Company has submitted all applicable permit applications and other required information and documents in a materially complete and prompt manner, and without the following being deemed to limit or otherwise shorten any time periods prescribed by law, the County and the City shall, with respect to all permits necessary for the startup of the Project: (i) assist the Company in its communications with all applicable agencies of the County and the City, including, when applicable, encouraging and supporting the timely issuance of all permits required in connection with the startup of the Project; and (ii) use reasonable efforts to (A) cause all permit decisions necessary for the establishment and equipping of the Project to be made within the shortest period of time as reasonably possible following the filing of the applicable and materially complete application in accordance with the applicable statutes and regulations and (B) avoid an Approval Event. The Company agrees to use its best efforts in submitting applications and other documentation to the County and the City for permits, all on a timely basis.

(iii) To the extent permitted by applicable law, and consistent with the manner in which this provision has been similarly applied under the existing SLDA, the County and the City shall waive all of its respective administrative, licensing and permitting fees or charges otherwise payable by the Company, MAA, or any contractor retained by MAA or the Company in connection with construction of the Project or other improvements related to the Project, in connection with its compliance with all applicable local, State and federal laws, rules, regulations, orders, etc., from the Commencement of Construction through the completion of construction of the Project and the directly related improvements to the Project.

(d) Assistance with Tax Exemption. Attached hereto as **Exhibit D** is a copy of a letter from the Revenue Commissioner for Mobile County, the public official whose duties include determining and assessing real property subject to ad valorem taxation, stating that Project improvements owned by MAA will not be subject to ad valorem taxes pursuant to Section 4-3-59, Code of Alabama (1975) as in effect on the date hereof.

(e) Assistance with Tax Abatements. The City shall use its reasonable efforts to encourage the Industrial Development Board of the City of Mobile, Alabama to grant to the Company for the Project statutory noneducational tax abatements pursuant to the Tax Reform Act of 1992, Section 40-9B-1, *et seq.*, Code of Alabama (1975) as amended, as follows: (i) noneducational construction related transaction taxes (sales and use taxes) until the entire Project has been placed in service; and (ii) the noneducational portion of all ad valorem taxes for a period of ten (10) years.

(f) Enhanced Law Enforcement and Fire Protection. The City hereby confirms that it will provide the Project with the law enforcement and fire protection that is outlined in Section 6.7 of the SLDA.

(g) Vendors. The City and County commit to provide the Company's Vendors, as defined in the SLDA, with the same opportunities as set forth in Section 8.3 of the SLDA.

(h) Payments by City and County to MAA. The City and County are parties to that certain Local Party Funding and Participation Agreement Regarding the Site Location and Development Agreement with Airbus Americas, Inc. dated July 12, 2012 (the "Local Party Funding Agreement"). The Parties recognize and acknowledge that the lease referenced in Section 8 of the Local Party Funding Agreement was terminated to allow the MAA to use the facility for its commercial aviation operations at Brookley Field. Notwithstanding the language of such Section 8, the City and County agree to continue making payments for the full fifteen (15) year term contemplated therein.

(i) [Reserved.]

5. Annual Compliance. Within thirty (30) days after the annual anniversary of the County First Payment Date, the Company shall furnish to the County a Certificate of Compliance substantially in the form of **Exhibit E** certifying the Employment Level of the Project for the previous calendar year. Within thirty (30) days after the annual anniversary of the City First Payment Date, the Company shall furnish to the City a Certificate of Compliance substantially in the form of **Exhibit E** certifying the Employment Level of the Project for the previous calendar year. The County and/or City may require the Company to provide such other documentation which the County and/or City deems reasonably necessary to confirm the Company's certification. These reporting and compliance provisions are in addition to the Annual Mobile First Report.

6. Recapture of the County Commitment and the City Commitment. The Company acknowledges that the incentives offered by the County and City hereunder are based, in part, on the estimated economic impact that will be realized from the Company's capital investment, additional payroll and jobs created for the Project, and that those benefits are justified only if the Company fulfills its commitments as described herein. In consideration thereof, the

Company agrees to the following provisions for recapture of the County Commitment and the City Commitment:

(a) County Commitment.

(i) If the Employment Level is not at least equal to seventy percent (70%) of the Initial Jobs Target by the Initial Jobs Target Date, then the total amount of the County Commitment paid to the Company to date shall, upon written demand by the County, be remitted to the County by the Company. In such event, the Company shall receive no further County Commitment payments.

(ii) For any Reporting Year of the Cash Maintenance Period prior to or containing the Final Jobs Target Date during which the Company does not meet an Employment Level at least equal to ninety percent (90%) of the Initial Jobs Target, the Company shall pay to the County an amount equal to the total amount of the County Commitment paid to date multiplied by:

[(90% of the Initial Jobs Target) less (the Employment Level during such Reporting Year)] divided by 90% of the Initial Jobs Target.

(iii) If the Employment Level is not at least equal to seventy percent (70%) of the Final Jobs Target by the Final Jobs Target Date, then the total amount of the County Commitment paid to the Company to date shall, upon written demand by the County, be remitted to the County by the Company. In such event, the Company shall receive no further County Commitment payments.

(iv) For any Reporting Year of the Cash Maintenance Period after the Final Jobs Target Date during which an Employment Level of at least ninety percent (90%) of the Final Jobs Target is not met, the Company shall pay to the County an amount equal to the total amount of the County Commitment paid to the Company to date multiplied by:

[(90% of the Final Jobs Target) less (the Employment Level during such Reporting Year)] divided by 90% of the Final Jobs Target.

(v) Any recapture payment under this Section shall be paid to the County by the Company within thirty (30) days after the Company receives written demand from the County.

(vi) Notwithstanding anything contained herein to the contrary, the maximum recapture amount of the County Commitment that the County may recover from the Company is the County Commitment actually paid to the Company as provided in this Agreement.

(vii) The maximum recapture amount payable to the County for any Reporting Year of the Cash Maintenance Period shall be reduced by any recapture

amount paid to the County with respect to the County Commitment in any prior year of the Cash Maintenance Period.

(viii) The right of the County to recapture the County Commitment shall survive termination of this Agreement.

(b) City Commitment.

(i) If the Employment Level is not at least equal to seventy percent (70%) of the Initial Jobs Target by the Initial Jobs Target Date, then the total amount of the City Commitment paid to the Company shall, upon written demand by the City, be remitted to the City by the Company. In such event, the Company shall receive no further City Commitment payments.

(ii) For any Reporting Year of the Cash Maintenance Period prior to or containing the Final Jobs Target Date during which the Company does not meet an Employment Level at least equal to ninety percent (90%) of the Initial Jobs Target, the Company shall pay to the City an amount equal to the total amount of the City Commitment paid to the Company to date multiplied by:

[(90% of the Initial Jobs Target) less (the Employment Level during such Reporting Year)] divided by 90% of the Initial Jobs Target.

(iii) If the Employment Level is not at least equal to seventy percent (70%) of the Final Jobs Target by the Final Jobs Target Date, then the total amount of the City Commitment paid to the Company to date shall, upon written demand by the City, be remitted to the City by the Company. In such event, the Company shall receive no further City Commitment payments.

(iv) For any Reporting Year of the Cash Maintenance Period after the Final Jobs Target Date during which an Employment Level of at least ninety percent (90%) of the Final Jobs Target is not met, the Company shall pay to the City an amount equal to the total amount of the City Commitment paid to the Company to date multiplied by:

[(90% of the Final Jobs Target) less (the Employment Level during such Reporting Year)] divided by 90% of the Final Jobs Target.

(v) Any recapture payment under this Section shall be paid to the City by the Company within thirty (30) days after the Company receives written demand from the City.

(vi) Notwithstanding anything contained herein to the contrary, the maximum recapture amount of the City Commitment that the City may recover from the Company is the City Commitment actually paid to the Company as provided in this Agreement.

(vii) The maximum recapture amount payable to the City for any Reporting Year of the Cash Maintenance Period shall be reduced by any recapture amount paid to the City with respect to the City Commitment in any prior year of the Cash Maintenance Period.

(viii) The right of the City to recapture the City Commitment shall survive termination of this Agreement.

7. **Grounds for Termination of the Obligations of the County and City.** The obligations of the County and/or City hereunder may be terminated by the County and/or City, as applicable, by providing written notice to the Company, upon the occurrence of any of the following events:

(a) Failure of the Company to Commence Operations by the date set forth in the Project Schedule.

(b) Failure of the Company to meet the Initial Jobs Target by the Initial Jobs Target Date.

(c) Failure of the Company to meet the Final Jobs Target by the Final Jobs Target Date.

(d) Failure of the Company to file any form, certificate, or other documentation required by the terms of this Agreement; provided, however, that the County and/or City shall provide thirty (30) days written notice to the Company of default and an opportunity to cure before terminating.

(e) Failure of the Company to timely pay all amounts required under Section 6 of this Agreement as a result of the Company's failure to maintain any jobs or wage target as required by the terms of this Agreement; provided, however that the County and/or City shall provide thirty (30) days written notice to the Company of default and an opportunity to cure before terminating.

(f) A Change of Control of the Company that occurs in violation of the State Project Agreement, before the expiration of the Cash Maintenance Period.

(g) The determination by the County or City that any representations made by the Company or its agents to induce the County or City or any agency or subdivision thereof to offer incentives to the Company pursuant to this Agreement are not true in any material respect.

(h) Failure of the Company to fulfill any other material obligation of this Agreement.

Should either the County or the City exercise its right to terminate as described in this Section 7, all County Commitment funds or City Commitment funds, as applicable, paid to the Company pursuant to this Agreement shall be immediately due and payable by the Company to the County and/or the City, as applicable. The County and the City each reserve all rights and claims they may have against the Company, whether arising under the terms of this Agreement or under Alabama law, and each reserves the right to pursue any such rights or claims against the Company.

8. **Grounds for Suspension of the Obligations of the County and City.** The obligations of the County and/or City hereunder may be suspended by the County and/or City, as applicable, by providing written notice to the Company, upon the failure of the Company to submit an Annual Mobile First Report. After any such failure, the County and/or City shall provide thirty (30) days written notice to the Company and provide the Company with an opportunity to cure before declaring a default.

9. **Costs and Expenses.** Each Party agrees to pay its own costs and expenses incurred in connection with the proposals, responses, and negotiation of the transactions contemplated herein, including all costs and expenses incurred in connection with the preparation of any studies or reports, surveys or approvals for this Agreement or otherwise.

10. **No Impact on SLDA**. The terms and conditions of this Agreement shall in no way impact, impair, limit or reduce any of the rights, covenants, warranties and representations set forth in the SLDA.

11. **Assignment.** This Agreement is not assignable, except that the Company shall have the right at any time to assign this Agreement or any part hereof if such assignment is part of a transfer of substantially all of the Company's assets related to the Project. In the event of such assignment, the Company shall give the County and City written notice at least ten (10) days prior to the effective date of such assignment. Any assignee must agree in writing to assume the obligations of the Company under this Agreement. In the event of such an assignment the Company hereby agrees to continue to be responsible for the performance of the obligations of the Company under this Agreement unless specifically excused therefrom by the County and/or City, to be expressed in writing and signed by an authorized representative of the County and/or City, as applicable. The above-mentioned notice must contain sufficient documentation to satisfy the County and/or City that the proposed assignee has agreed to perform all obligations required of the Company under this Agreement. In the absence of written notice by the Company that meets the requirements above, the Agreement shall not be assignable. Nothing herein shall prohibit the Company from assigning this Agreement through a merger or otherwise by operation of law.

12. **Further Assurances.** The County and City each agree to do all things and take all actions permitted by law required by this Agreement. The Company agrees to do all things and take all actions permitted by law required by this Agreement.

13. **Section Titles and Headings.** The section titles and headings of this Agreement are for convenience only and do not define, modify or limit any of the terms and provisions hereof.

14. **Survival of Representations and Warranties.** The representations, warranties, and covenants made by each of the Parties hereto and contained herein shall survive the performance of any obligations to which such representations, warranties, and covenants relate.

15. **Waivers.** Waiver of any of the obligations of any Party under this Agreement will be effective only when stated in writing and signed by the waiving Party. No delay or omission to exercise any right or power by any Party shall be construed to be a waiver. In the event any provision is waived by a Party, such waiver shall not be deemed to waive any other provision. To the extent that any Party's performance is subject to any regulatory or governing body approvals

or requires approval by qualified electors under applicable law, that Party or those Parties shall have no obligation to perform and shall not be liable for non-performance, unless and until such regulatory or governing body approves or authorizes such performance, or such approval of the qualified electors is obtained; provided, however, all Parties affected shall use their best reasonable efforts to secure such approval or authorization.

16. Time is of the Essence. The Parties acknowledge and agree that time is of the essence in the performance of their respective duties under this Agreement.

17. Notices. All notices required by, or arising out of, or related to this Agreement shall be sent by United States Mail, first class postage affixed, addressed to the receiving Party as described below:

To the County:

Mr. Glenn L. Hodge
Mobile County Administrator
Mobile County Commission
Post Office Box 1443
Mobile, Alabama 36633

With a copy to:
Jay Ross, Esq.
Adams and Reese LLP
11 North Water Street, Suite 23200
Mobile, Alabama 36602

To the City:

City of Mobile
Office of City Clerk
Mobile Government Plaza
9th Floor, South Tower
205 Government Street
Mobile, Alabama 36644

With a copy to:
Honorable William S. Stimpson
Mayor of the City of Mobile
Post Office Box 1827
Mobile, Alabama 36633

With a copy to:
Britton Bonner, Esq.
Adams and Reese LLP
11 North Water Street, Suite 23200
Mobile, Alabama 36602

To the Company:

Airbus Americas, Inc.
320 Airbus Way
Mobile, Alabama 36615
Attn: Vice President and
General Manager

With a Copy to:
Airbus Americas, Inc.
Wasser Terrace, Suite 9100
Herndon, Virginia 20171
Attn: General Counsel

With a Copy to:
Warren C. Matthews
Burr & Forman LLP
445 Dexter Avenue, Suite 2040
Montgomery, Alabama 36104
Telephone: (334) 241-7000

or to such other address as the receiving Party shall have most recently forwarded to the sending Party pursuant to the provisions of this Section 17.

18. Indemnification. The Company shall release, save, hold harmless, and indemnify the County and City, their elected officials, officers, employees, and agents (collectively, the "Indemnified Parties") from and against any and all third party claims arising from the performance of any obligation herein, or arising from or in connection with any activity

of the Company or any of the Company's agents, contractors or employees in connection with the Project, and from and against all costs, attorney fees, expenses and liabilities incurred in the defense of any such claim or any action against the Indemnified Parties, or any of them individually, by reason of any such claim, and the Company, upon notice from the County or City, shall defend the same at the Company's expense by counsel reasonably satisfactory to the County and/or City as the case may be. The foregoing indemnity obligation shall include, but is not limited to, indemnification of the Indemnified Parties against any claim for payment brought by any contractor, subcontractor, materialman, supplier, laborer, design professional or the like in connection with work, labor and/or materials supplied in connection with the improvements of the Project. The foregoing indemnity obligation shall survive the expiration or earlier termination of this Agreement.

19. Entire Agreement; Amendment. This Agreement, except as expressly noted herein, is the entire agreement and supersedes all prior and collateral communications and agreements of the Parties relating to the subject matter hereof. This Agreement may be amended only by a written modification executed by duly authorized representatives of each of the Parties.

20. Press Releases. To the extent permitted by applicable law, the County and City each agrees to cooperate fully to coordinate with the Company in connection with all press releases and publications concerning the Project.

21. Binding Effect; Change in Law. This Agreement and all terms, provisions and obligations of the Company herein are binding upon and shall inure to the benefit of the Company and its permitted successors and assigns. This Agreement and all terms, provisions and obligations of the County and the City herein are binding upon and shall to the extent provided by the terms of this Agreement inure to the benefit of the County and the City, as the case may be, and all other agencies, departments, divisions, governmental entities, public corporations and other entities acting on behalf of the County or the City. In the event of a change in law after the Effective Date, the result of which would be to lessen or remove from the Project the economic benefit of any incentives provided hereunder, the County and the City shall enter into good faith discussions for the purpose of seeking a mutually acceptable way, to the extent permitted by law, to provide the Company either with an exemption from the law as so changed or another incentive having equivalent economic effect to the benefit so lessened or removed.

WHEREFORE, the Parties hereto, intending to be legally bound by the provisions herein set out, have caused this Agreement to be signed and delivered by their duly authorized representatives.

Remainder of Page Intentionally Left Blank

AIRBUS AMERICAS, INC.

By: _____

Name: C. Jeffrey Knittel

Title: Chairman and CEO

Date: May 11, 2023

ATTEST:

Glenn L. Hodge
County Administrator

MOBILE COUNTY COMMISSION

Connie Hudson, Commission President

ATTEST:

Lisa C. Lambert
City Clerk

CITY OF MOBILE, ALABAMA

William S. Stimpson, Mayor

EXHIBIT A

PROJECT SCHEDULE

(Excerpt from State Project Agreement)

1. PROJECT TARGET DATES:

a.	Commencement of Construction:	September 30, 2023
b.	Commencement of Operations:	December 31, 2024
c.	Capital Investment Target Date:	December 31, 2025
d.	Initial Jobs Target Date:	December 31, 2026
e.	Final Jobs Target Date:	December 31, 2029

2. DEADLINE TO START FIRST REPORTING YEAR:

a.	Jobs Credit:	July 1, 2027
b.	Investment Credit:	July 1, 2027

3. COMPLIANCE DUE DATES:

a. Form Comp-1: not later than 45 days following Commencement of Operations

b. Annual Compliance Report: not later than 45 days following the last day of each Reporting Year

The first day of the first Reporting Year for the Jobs Credit and Investment Credit may occur in different years but must occur on the calendar quarter date of July 1.

Any change to the Project Schedule occurring after the Effective Date shall require approval by the Secretary. Any such approved Project Schedule change shall be acknowledged in writing by the Company and the Secretary.

EXHIBIT B

MOBILE FIRST INITIATIVE FOR THE MOBILE AREA BUSINESS COMMUNITY

(attached)

Mobile Chamber

MOBILE FIRST

ABOUT

Mobile First is an initiative of the Mobile Chamber that supports local businesses by encouraging the use of local contractors, services, suppliers and workforce in advancing new business investment and expansion projects in the community.

Supported by the many economic development partners of Team Mobile, Mobile First will expand access to jobs and economic opportunities for area residents and businesses. Economic research proves dollars spent locally are significantly more impactful in creating local jobs and wealth than spending with outside firms.

Mobile First is a pledge and not legally binding. It is intended to positively influence the culture of doing business in Mobile, where local businesses, including historically disadvantaged businesses, are given greater consideration. It will also help identify opportunities for growth and capacity-building among local businesses to become more successful in competitive bids.

The Mobile First pledge should be acknowledged by signature and included in all applications to the City Industrial Development Board (IDB) or the County Industrial Development Authority (IDA) requesting statutory incentives.

For other projects, the Mobile Chamber is a coordinating resource for promoting Mobile First. The guidelines can be included in bid specifications, requests for proposals (RFPs) and requests for qualifications (RFQs) for both public (to the extent permitted by law) and privately financed projects.

GOALS AND GUIDELINES

Project Commencement

Mobile First prioritizes communication and transparency at the project outset. For capital projects that are awarded statutory tax incentives, the awardee commits to hosting a Mobile First community orientation meeting within 4 weeks of IDB or IDA approval, coordinated by the Mobile Chamber.

Contracting Goals

For contracts related to construction projects and capital improvements, Mobile First establishes these goals:

- A minimum of 50% local business participation in all contracts
- A minimum of 15% combined disadvantaged business participation or veteran-owned business participation in all contracts
- All contractor and subcontractor awardees will be Equal Opportunity Employers

Hiring Goals

Upon occupancy and commencement of operations, Mobile First establishes this goal:

- A minimum of 75% of new hires will be local residents, with the exception of headquarters or certain back-office operations that require the relocation of personnel

Contract awardees are expected to hire only qualified personnel to fill openings and are encouraged to consider opportunities for apprenticeship programs or on-the-job training for entry-level employees. For more information on available workforce development incentives and programs, please contact the Mobile Chamber.

Suggested Incentives

The goals of Mobile First should be considered in issuing bid requests and RFPs/RFQs. Incorporating quantifiable incentives is a recommended approach. Examples:

- On contracts awarded through a bid process, a 5% minimum discount could be applied for local businesses
- On contracts awarded based on a point system, i.e., RFP/RFQ, 5 preference points could be awarded for local business qualification on a 100-point scale
- Proportionate discounts or preference points could be applied for non-local businesses that have participation from local contractors, i.e., joint ventures or suppliers

Reporting

The Mobile Chamber will collect data to track the success of the initiative. The awardee will be asked to submit a report to the Mobile Chamber documenting the implementation of Mobile First, quantifying the achievement of its metrics, either a) 12 months after award or b) after occupancy, whichever is earliest.

Note: If at least three qualified local businesses in the industry, trade or profession that constitute a major category of work do not exist, the guideline is waived. This should be explained in reporting. The information is valuable to the Chamber in identifying opportunities to build local labor and supplier networks.

DEFINITIONS

Local business: For purposes of this initiative, a business with a substantial presence within a 50-mile radius from the City of Mobile and has employees who work from a location that has been operational for at least 12 months within the local area.

Local resident: Individual who maintains their primary residence within a 50-mile radius of the City of Mobile.

Disadvantaged Business: Businesses where socially and economically disadvantaged individuals own at least 51% interest and control management and daily operations. African Americans, Hispanics, Native Americans, Asian-Pacific Americans, Subcontinent Asian Americans and women are presumed to be socially and economically disadvantaged. Other individuals can also qualify as disadvantaged on a case-by-case basis.

Veteran-owned business: Business where a veteran or veterans own at least 51% interest and also control management and daily operations. A veteran is an individual who has served in active duty for the U.S. Army, Navy, Air Force, Marine Corps or Coast Guard and has not been dishonorably discharged.

STATEMENT OF ACKNOWLEDGEMENT

When making decisions regarding construction contracts, service contracts, equipment purchases, general procurement and hiring, a good faith effort to meet the local-sourcing goals and metrics of Mobile First is acknowledged.

_____

On behalf of

_____

Applicant (print)

_____ _____

Applicant (signature) Date

EXHIBIT C

REQUEST FOR PAYMENT

DATE: _____

TO: _____
_____
_____

FROM: AIRBUS AMERICAS, INC.

RE: PROJECT RAMP

PROJECT AGREEMENT DATED: _____

AMOUNT REQUESTED: $_____

Pursuant to the Project Agreement for this Project, Airbus Americas, Inc. ("Company") hereby requests payment in the amount specified above. Recipient certifies that the Commencement of Operations date was _____ ___, 202_, and that all other conditions for payment under the terms of the Project Agreement have been satisfied and that the expenditures for which reimbursement is being requested qualify for reimbursement under the Project Agreement and that each has been paid either directly by the Company, Mobile Airport Authority or an affiliate thereof. Submitted with this request for payment are invoices or other evidence of documentation of these costs and the payment thereof.

AIRBUS AMERICAS, INC.

By: _____
Title: _____

EXHIBIT D

LETTER FROM MOBILE COUNTY REVENUE COMMISSIONER

Kim Hastie
Revenue Commissioner
Mobile County
P.O. Box 1169
Mobile, Alabama 36633-1169

_____ ___, 2023

Mobile Airport Authority
1891 Ninth Street
Mobile, Alabama 36655

RE: Airbus Project Ramp

Dear Ladies and Gentlemen:

The office of Revenue Commissioner is an elected office created by state statute which consolidates the duties of Tax Collector and Tax Assessor. In my official capacity, I follow state law in determining which properties are subject to or exempt from assessment for and collection of ad valorem taxes.

The Mobile Airport Authority ("MAA") was incorporated pursuant to Alabama Code (1975), § 4-3-1, et seq. Section 4-3-59 provides in part that, "[a]ll property and income of the Authority shall be exempt from state, county, municipal and other local taxation...." As such, my office recognizes this exemption and does not require assessment of real property owned by MAA for ad valorem taxes.

I understand that Airbus Americas, Inc. or an assignee (collectively, "Airbus") and MAA may enter into an agreement and lease by which MAA will construct on its property another final assembly line facility (the "Facility") to assemble and equip aircraft and then lease the Facility to Airbus. I understand that you expect that MAA will retain title to the Facility and that the terms of the lease will cause MAA to be treated as the owner of the Facility for federal income tax purposes. If MAA remains the owner of the Facility for purposes of federal income taxes the property will be exempt from ad valorem taxes.

The representations made in this letter are based on the factual assumptions set out herein and on existing law.

Sincerely,

Kim Hastie
Revenue Commissioner

EXHIBIT E

CERTIFICATE OF COMPLIANCE

The undersigned officer of AIRBUS AMERICAS, INC. ("Company") hereby certifies to the [CITY OF MOBILE ("City")/MOBILE COUNTY, ALABAMA ("County")] that he or she has knowledge of the facts set out below and does hereby certify as follows:

1. That the Company, County and the City did enter into that certain Project Agreement dated _____ __, 2023 (the "Agreement").

2. Pursuant to Section 5 of the Agreement, the Company is required to file this Certificate of Compliance on an annual basis.

3. The undersigned hereby certifies on behalf of the Company that, as of _____ __, 20__, which is the ___ anniversary of the [County/City] First Payment Date, the Employment Level for the previous calendar year was _____ Full-Time Employees.

4. Capitalized terms not defined in this certificate have the respective meanings as provided in the Agreement.

AIRBUS AMERICAS, INC.

_____

[Name], [Title]

Date:_____

AGENDA ITEM SUMMARY SHEET

Agenda of: March 24, 2026

Submitted by:
Ricardo Woods, City Attorney

Sponsored by:
Spiro Cheriogotis, Mayor

Purpose and Scope of Project:
Authorize the Federal Trade Zone (FTZ) Operator Agreement with Nudraulix DK LOK USA

Amount of Contract:

Funding Source

ATTACHMENTS:
1. Resolution - FTZ Operator Agreement Nudraulix DK LOK USA
2. Nudraulix DK LOK FTZ Agreement.v3

REVIEWERS:
Lana Pafenbach
Lana Pafenbach

RESOLUTION

Sponsored by: Mayor Spiro Cheriogotis

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MOBILE, ALABAMA, that the Mayor and the City Clerk be, and they hereby are authorized to execute and attest, respectively, for and on behalf of the City of Mobile, the Foreign Trade Zone Operator Agreement for operator services between the City of Mobile and Nudraulix, Inc.-DK-LOK USA, attached hereto or one with wording substantially similar, and made apart hereof, as though set forth in full, and to take such further action necessary to effectuate the Agreement. A copy of said Agreement is on file in the office of the City Clerk.

ADOPTED:

_____

City Clerk

FOREIGN-TRADE ZONE OPERATOR AGREEMENT

THIS AGREEMENT is made and entered into on this the __ day of _____, 2026, the City of Mobile, an Alabama Class 2 municipal corporation; hereinafter referred to as "City" or "Grantee", and Nudraulix, Inc. – DK-LOK USA qualified to do business in Alabama hereinafter referred to as "Operator".

WITNESSETH:

WHEREAS, on or about February 24, 1983 and pursuant to the Foreign-Trade Zones Act of 1934, as amended (19 U.S.C. 81a-81-u), the City received a grant from the U.S. Foreign-Trade Zones Board, to establish, operate, and maintain a foreign-trade zone which is designated as Foreign-Trade Zone No. 82; and

WHEREAS, the purpose of the foreign-trade zone program is to encourage, facilitate, and expedite U.S. participation in international trade, which in turn fosters economic development and increases employment opportunities; and

WHEREAS, certain facilities of Operator, said facilities including but not limited to 311 ARI Ct., Mobile, AL 36607, are within, have been, or shall be designated as foreign-trade zone sites by a grant of authority issued by, or to be issued by, the Foreign-Trade Zones Board, such site or sites to be singularly or collectively referred to as "Site;" ; and

WHEREAS, pursuant to certain regulations promulgated by the federal Foreign-Trade Zones Board, 15 C.F.R. Part 400, Grantee is now required to enter into an agreement with each operator to carry out the objectives of the zone program, to identify roles and responsibilities, and to provide indemnification to the Grantee; and

WHEREAS, Operator desires to conduct certain activities on the Site and to avail itself of the rights and privileges attendant to operating in a foreign-trade zone; and

NOW, THEREFORE, in consideration of the premises and the mutual covenants contained herein, the parties hereto agree as follows:

I. AUTHORITY GRANTED/ACCEPTED

1.1 Authority Granted: City hereby agrees that Operator may use the Site as a foreign-trade zone, subject to all terms and conditions of this Agreement, and for the term specified herein and any extension thereof.

1.2 Authority Accepted: Operator hereby accepts the foreign-trade zone status for the Site and hereby agrees to operate the Site in accordance with the terms and conditions of this Agreement, the effective Zone Schedule, and any applicable standards of operation, rules or regulations which now exist, or which may in the future be instituted or amended by City, the Bureau of Customs and Border Protection, the Foreign-Trade Zones Board or any other federal, state, county, or local authority relating to occupancy or use of the Site.

II. EFFECTIVE DATE AND DURATION OF AGREEMENT

2.1 This Agreement shall be effective as of the _____ day of _____, 2026, and shall continue in effect for a term of Five (5) years unless extended or sooner terminated as herein provided, and shall automatically renew for successive five (5) year terms, on the same terms and conditions, unless terminated as herein provided. However, should this Agreement automatically renew, Operator will be bound by the fees contained in the then current Zone Schedule, and any future changes in the Zone Schedule. Notwithstanding the foregoing, one year from the effective date of this Agreement, any party hereto shall have the absolute right and authority to terminate this Agreement, without cause and without liability to any other party hereto, upon giving one hundred and eighty (180) days advance, written notice of such termination to all parties.

III. STANDARDS OF OPERATION

3.1 Operational Management Procedures: Operator shall establish operating standards for the Site, which shall conform to all applicable requirements of City, the Bureau of Customs and Border Protection, the Foreign-Trade Zones Board, and any other federal, state, county, or local authority with authority to regulate in this area. Operator shall operate in conformance with said operating standards for the term of this Agreement, and shall ensure the compliance of other parties operating at the Site.

3.2 Right of Entry: City, its contracted Administrator, the Bureau of Customs and Border Protection, the Foreign-Trade Zones Board, and any other federal, state, county, or local authority, or their authorized agents or representatives, shall have the right to enter the Site at all

reasonable times, to inspect the Site and to ensure that all activities conform to the operating standards promulgated by City and the requirements of this Agreement. City or its contracted Administrator shall provide Operator with forty-eight (48) hours prior to its entry for inspection. Where possible, any such entry shall be limited to normal working hours and shall be made in accordance with the established security procedures of Operator. Operator shall have no claim against City or its contracted Administrator for interference with Operator's interests during such period of entry.

IV. RECORD KEEPING

4.1 Annual Reporting: Within sixty (60) days after the close of each calendar year during the term of this Agreement, or the expiration hereof, Operator shall submit to the Foreign-Trade Zones Board, via its online electronic interface, such reports as may be required by the Foreign-Trade Zones Board. Said reports shall include, but not be limited to, all information required for the annual report to the Foreign-Trade Zones Board. Grantee, at its discretion, may require Operator to submit any such reports in electronic or hard-copy form to Grantee or its contracted Administrator, either of which may edit such reports in filing Grantee's overall annual report to the Foreign-Trade Zones Board.

4.2 Activity Reports: Within fifteen (15) days after the end of each month during the term of this Agreement, or the expiration thereof, Operator shall, if requested by City, submit financial statements or activity reports containing such information as may be required by City to comply with requests of the Foreign-Trade Zones Board, the Bureau of Customs and Border Protection, or any other authorized federal, state, county, or local agency. All such statements or reports shall be signed by an appropriate officer of the Operator, certifying that said statements or reports are true, correct, and accurate. All such information obtained from Operator shall be kept confidential, except for such information which is required to be made public by the Foreign-Trade Zones Board, the Bureau of Customs and Border Protection, or which shall be determined to be public information under applicable federal, state, or local laws.

4.3 Notification: Operator shall promptly notify City and its contracted Administrator of any audit, investigation, or additional reporting requirements instituted by the Bureau of Customs and Border Protection, the Foreign-Trade Zones Board, or any federal, state, county, or local governmental agency which concerns foreign-trade zone operations within the Site. Operator

agrees to furnish copies to City of all such requests for documentation, together with any response thereto.

4.4 Audit: City, or its designated representatives reserve the right to audit Operator's books, financial statements, and records with respect to its zone operations for the purpose of verifying the information provided by Operator under this section.

4.5 Conformance: In the event it is determined that the operations of Operator are not in conformance with the requirements of City, the Bureau of Customs and Border Protection, or the Foreign-Trade Zones Board, Operator agrees to take whatever steps are necessary to immediately remedy the situation. In the event the deficiency cannot be corrected within five (5) working days after notification, Operator shall prepare a written plan of performance outlining the measures to be taken to ensure conformance with said requirement and the time period required therefor, which shall be subject to approval by City.

4.6 Retention: Operator shall retain all receiving, shipping, financial, and accounting records concerning foreign-trade zone operations for five (5) years after the date of the act or occurrence. All such records shall be made available for inspection and audit by any appropriate governmental agency, City, or its contracted Administrator during normal business hours. Notwithstanding any of the foregoing, any of the information regarding the Operator shall be kept confidential by the City or its contracted Administrator and shall not be disclosed to any other person, except for disclosure of such information as shall be required under federal, state, or local laws. The City agrees to provide advance written notice to the Operator or any intended disclosure, and to allow the Operator thirty (30) days to object and to take judicial and/or administrative measures to support the confidentiality of the information.

V. ADVERTISING

5.1 City reserves the right on behalf of itself and its contracted Administrator to advertise the fact that Operator is a foreign-trade zone user in general promotions for Foreign-Trade Zone No. 82.

VI. OPERATOR FEES

6.1 Operator Fees: Operator agrees to pay the City's contracted Administrator certain fees in accordance with the terms of Exhibit "A", which is attached hereto and incorporated herein by reference. Operator agrees to pay to Administrator interest at the rate of one and one-half (1 1/2%) per month on all sums not received by the due date. In addition, any sums not received by Administrator by the due date shall constitute a breach of this Agreement and shall give rise to any of the remedies provided for by this Agreement. Notwithstanding the foregoing, no interest shall be due and no breach of this Agreement occur until ten (10) days after City or its contracted Administrator has provided Operator with written notice that said fees are due and unpaid.

VII. INDEMNIFICATION

7.1 Hold Harmless: It is an express condition of this Agreement that Operator shall protect, defend, indemnify, and hold harmless City, its elected officials, directors, officers, agents, representatives, and employees, from and against any and all liabilities, charges, demands, suits, claims, losses, fines, expenses or judgments arising by reason of the injury or death of any person, or loss or damage to any property, from any cause and of any nature whatsoever arising out of, or incidental to this Agreement or activities or operations on the Site. The provisions of this section shall survive the expiration or earlier termination of this Agreement.

Further, Operator agrees to indemnify and hold City, its elected officials, directors, officers, agents, representatives, and employees harmless from any fines, fees, penalties, damages, claims, expenses, or causes of action of any nature whatsoever arising out of any act, omission or incident of Operator or their officers, representatives, agents, employees, contractors, subcontractors, licensees or invitees including but not limited to, such fines, duties, liquidated damages or penalties as might be assessed by the Bureau of Customs and Border Protection. The provisions of this section shall survive the expiration or earlier termination of this Agreement.

Operator shall post and maintain for the duration of this Agreement a Customs Bond, at Operator's sole expense, in such amount as shall be determined by the Bureau of Customs and Border Protection.

VIII. INSURANCE

8.1 Operator agrees to obtain and continuously maintain in effect during the term of this Agreement and any extension thereof, insurance against such risks as are customarily insured against by businesses of like size and type, paying as the same come due all premiums with respect thereto, with a uniform standard extended coverage endorsement limited only as may be provided in the standard form of extended coverage at the time in use in the State of Alabama. All such policies shall be obtained and maintained in generally recognized, responsible insurance companies qualified under the laws of the State of Alabama to assume the risks undertaken. Operator shall obtain and continuously maintain in effect during the term of this Agreement comprehensive public liability insurance with respect to its use and occupation of the Site with limits sufficient to reasonably cover all activities of Operator, but in no event less than One Million ($1,000,000.00) Dollars per occurrence as to bodily injury, including death, and damage to property, with an aggregate limit of Three Million ($3,000,000.00) Dollars, such limits can be a combination of primary and excess coverage. All such policies required herein shall name as addition insureds, to the full extent of the coverage, City, its elected officials, directors, officers, agents, and employees. Operator shall provide a certificate of insurance to City, and Operator shall endeavor to give City thirty (30) days advance, written notification of any cancellation or modification of the policy.

IX. TERMINATION

9.1 Default: In the event of Operator's breach of any of the provisions of this Agreement, City shall give to Operator written notice of default. In the event said default is not remedied within thirty (30) days from the date of notice of default, City shall have the right to terminate this Agreement. City reserves the right to assert whatever remedies are available, in equity or at law, to collect any sums due hereunder, to enforce any provisions of this Agreement, to collect damages for breach of contract, or to effect or obtain any other available remedy.

An assignment for the benefit of creditors, the appointment of a receiver, any proceedings in bankruptcy, whether voluntary or involuntary, or any act of Operators insolvency shall be deemed to be a breach of this Agreement.

9.2 Attorneys' Fees: Operator agrees to pay reasonable attorneys' fees and all reasonable costs of legal proceedings if it becomes necessary to employ an attorney or legal process to

collect any amounts due hereunder or to enforce any provisions of this Agreement upon default by Operator.

9.3 Withdrawal of Grant: If the Foreign-Trade Zone grant to City should be revoked or canceled, this Agreement shall terminate upon notification by City, and Operator shall have no claim against City by reason of such revocation or termination, and Operator shall have no further interest in the subject matter of this Agreement, except to remit to City's contracted Administrator such sums as may be due pursuant to this Agreement before the date of such revocation or cancellation. The City agrees to immediately notify the Operator of the revocation or cancellation and to cooperate in the Operator's efforts to obtain transfer of sponsorship to another eligible foreign trade zone grantee.

X. NOT JOINT VENTURER

10.1 City, its contracted Administrator, and Operator are not, and shall never be considered as, joint venturers, partners, or agents of each other, and none shall have the power to bind or obligate the other except as set forth in this Agreement.

XI. NONDISCRIMINATION

11.1 Nondiscrimination: Operator, for itself, its successors in interest and assigns, as part of the consideration hereof, does hereby covenant and agree to use it best efforts to comply with all applicable Federal, State, and Municipal anti-discrimination laws and regulations.

XII. MISCELLANEOUS

12.1 Waiver: No failure of any party hereto to exercise any right or power given it hereunder, or to insist upon strict compliance by any other party hereto of any obligations hereunder, and no custom or practice at variance with the terms hereof, shall constitute a waiver of any party's right to demand exact compliance with the terms hereof.

12.2 Integration: This Agreement contains the entire agreement of the parties, and no representation, inducement, promise, or agreement, oral or otherwise, not embodied herein shall be of any force or effect, and cannot be altered or amended except in writing and signed by all parties hereto. The terms of this Agreement take precedence over any conflicting provisions contained in the Zone Schedule issued by City.

12.3 Binding Effect: This Agreement shall be binding upon and inure to the benefit of the parties hereto, their respective successors and assigns. Provided, however, that this paragraph is in no way to be construed as granting to Operator the right to assign this Agreement or any interest herein without the express prior written approval of City.

12.4 Nonassignability: Operator shall not assign this Agreement or any interest hereunder to any other party without the prior written approval of City.

12.5 Construction: This Agreement shall be governed by and construed in accordance with the laws of the State of Alabama, except where federal law has preempted such application. If any provision of this Agreement, is held to be invalid, illegal, or unenforceable in any respect by a court of competent jurisdiction, such holding shall not affect the validity of any other provision of this Agreement which shall continue in full force and effect.

12.6 Jurisdiction and Venue: This Agreement shall be governed by the laws of the State of Alabama, and the appropriate venue for any actions arising out of this Agreement would be Mobile, Alabama.

12.7 Notices: All notices required or permitted by this Agreement, unless otherwise provided, shall be mailed to the City's contracted Administrator by first class mail at the following address:

Mobile Foreign-Trade Zone Corporation
3705 Riviere du Chien Road
Mobile, Alabama 36693

Copy to: City Clerk, City of Mobile, Alabama
PO Box 1827
Mobile, AL. 36633-1827

All notices required or permitted by this Agreement, unless otherwise provided, shall be mailed to Operator by first class mail at the following address:

Wade Davis

COO Nudraulix, Inc. – Dk-Lok USA

(251-471-1591)

Email wade.davis@dklokusa.com

Copy to: Secondary Contact Person : Stephanie Barnett
Stephanie.barnett@dklokusa.com

IN WITNESS WHEREOF, the parties hereto set their hands on the date first written above.

CITY OF MOBILE

_____

BY: Spiro N. Cheriogotis
Mayor

(Nudraulix, Inc. – Dk-Lok USA)

Wade Davis

BY: WADE DAVIS
Its: COO

Attest:

_____

Lisa Carroll
City Clerk

Exhibit "A"

Mobile Foreign-Trade Zone
Schedule of Non-Manufacturing Fees

OPERATOR FEE

Amount:

Option A: $35.00 per transaction; or

Option B: $833.33 per month, which includes 40 transactions per month. An additional fee shall be charged for each transaction over 40 transactions as follows:

Transactions 41 through 60	$20.00 each
Transactions 61 through 100	$15.00 each
Transactions 101 and over	$10.00 each

Option C: $2000.00 per month, which includes an unlimited number of transactions.

Payable: Fixed monthly fee is due and payable in advance on the first day of each month. Transactions fees are due and payable thirty (30) days from the date of invoice. Operator fees commence upon activation by the U.S. Customs Service.

For: Routine Foreign-Trade Zone operations

Mobile Foreign-Trade Zone
Schedule of Fees for
Manufacturing/Production Operators

ANNUAL OPERATOR FEES

The fee for the first year of operations shall be $15,000.00.

The fee for each subsequent year shall be determined by the level of Zone-related activity for the previous year.

Annual fees shall commence upon the date of approval for activation by U.S. Customs and Border Protection.

Annual Value of Merchandise	**Annual Fee**
Less than $50,000	$0
$50,000 to $1,999,999	$5,000.00
$2 million to $4,999,999	$10,000.00
$5 million to $9,999,999	$15,000.00
$10 million to $25 million	$20,000.00
Over $25 million	$25,000.00

CAPITAL CONTRACT SUMMARY SHEET

AGENDA ITEM SUMMARY SHEET

Agenda of: March 24, 2026

Submitted by:
John Paine, Purchasing Agent

Sponsored by:
Spiro Cheriogotis, INACTIVE

Purpose and Scope of Project:
To approve issuance of purchase order to McSweeney Auto Group Clanton for two 2026 Chevrolet Express 3500 15-passenger vans for MPD

Amount of Contract:
$94,890.80

Funding Source
General fund

ATTACHMENTS:
1. 20260311 McSweeney Agenda Package POs

REVIEWERS:
Lana Pafenbach
Lana Pafenbach

AGENDA ITEM SUMMARY SHEET

Print Page | Reset

Agenda of: 17 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 McSweeney Auto Group Clanton LLC

PURPOSE & SCOPE OF PROJECT:

To approve issuance of purchase order to McSweeney Auto Group Clanton for two 2026 Chevrolet Express 3500 15-passenger vans for MPD

General fund

RESOLUTION ☒ ORDINANCE ☐ OTHER ☐

AMOUNT OF CONTRACT: $94,890.80

FUNDING SOURCE:

Budget Item: See Requisitions Discretionary Funds: _____

Budget amendment: REDUCE ☐ INCREASED ☐

Grant funds: _____ Matching funds: _____

Associated Costs:

Current year (itemize)
Type: _____ Amount: _____

Future years
Year: _____ Amount: _____

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

Effective date of contract: On issuance to vendor.

Renewal date of contract (if applicable): _____

If not bid, state reason: AL State contract

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

How many bidders submitted bids (if applicable): na

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

_____

_____

R E S O L U T I O N

Sponsored by: Mayor Spiro N. Cheriogotis

BE IT RESOLVED BY THE CITY COUNCIL OF MOBILE, ALABAMA, that the 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
8653	2026	(2050) FLEET MAINTENANCE-GARAGE	TWO 2026 CHEVROLET EXPRESS 3500 15-PASSENGER VANS FOR MPD (AL STTE CONTRACT)	$94,890.80	(299344) MCSWEENEY AUTO GROUP CLANTON LLC

Adopted:

_____
City Clerk

Bill To	Requisition 00008653-00 FY 2026
MUNICIPAL GARAGE ATTN: SEAN	
770 GAYLE STREET	Acct No: 1000.30.15.1530.1530.1530.0000.0000.45040.
MOBILE, AL 36604	Review:
SEAN.CLARK@CITYOFMOBILE.ORG	Buyer:
	Status: Released Page 1

Vendor	Ship To
MCSWEENEY AUTO GROUP CLANTON LLC	MUNICIPAL GARAGE ATTN: SEAN
86 PEACH TOWER ROAD	770 GAYLE STREET
	MOBILE, AL 36604
CLANTON, AL 35045	AGEET@CITYOFMOBILE.GOV
Tel#2052964411	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
02/26/26	299344				FLEET MANAGEMENT-GARAGE

LN	Description / Account	Qty	Unit Price	Net Price
001	2026 OR NEWER 15 PASSENGER VAN AS FOLLOWS: 2026 CHEVROLET EXPRESS PASSENGER RWD 3500 155" LS; SUMMIT WHITE; LS PREFERRED EQUIPMENT GROUP INCLUDES STANDARD EQUIPMENT; MEDIUM PEWTER, CUSTOM VINYL, SEATS, FRONT BUCKET WITH VINYL TRIM AND HEAD RESTRAINTS, INCLUDES INBOARD ARMRESTS (REQUIRES 93W) INTERIOR TRIM. WHEN ORDERING A SEATING ARRANGEMENT THAT INCLUDES REAR SEATS, INCLUDES REAR BENCH SEATS WITH VINYL TRIM. HEAD RESTRAINTS ARE NOT AVAILABLE ON REAR BENCH SEATS. GVWR, 9600LBS.; DOOR, SWING-OUT PASSENGER-SIDE, 60/40 SPLIT;REAR AXLE, 3.42 RATIO;ENGINE, 4.3L V6 WITH DIRECT INJECTION AND VARIABLE VALVE TIMING, INCLUDES ALUMINUM BLOCK CONSTRUCTION;TRANSMISSION, 8-SPEED AUTOMATIC, ELECTRONICALLY CONTROLLED WITH OVERDRIVE AND TOW/HAUL MODE. INCLUDES CRUISE GRADE BRAKING, POWERTRAIN GRADE BRAKING AND TAP-UP/TAP-DOWN DRIVER SHIFT CONTROL 4.3L GAS V6 ENGINE;WHEELS, 4-16"x 6.5" STEEL INCLUDES GRAY CENTER CAPS AND STEEL SPARE;AUDIO SYSTEM, AM/FM	2.00 EACH	47025.40000	94050.80

Bill To	Requisition 00008653-00 FY 2026
MUNICIPAL GARAGE ATTN: SEAN	
770 GAYLE STREET	Acct No:
	1000.30.15.1530.1530.1530.0000.0000.45040.
MOBILE, AL	Review:
36604	Buyer:
SEAN.CLARK@CITYOFMOBILE.ORG	Status: Released Page 2

Vendor	Ship To
MCSWEENEY AUTO GROUP CLANTON LLC	MUNICIPAL GARAGE ATTN: SEAN
86 PEACH TOWER ROAD	770 GAYLE STREET
	MOBILE, AL 36604
CLANTON, AL 35045	AGEET@CITYOFMOBILE.GOV
Tel#2052964411	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
02/26/26	299344				FLEET MANAGEMENT-GARAGE

LN	Description / Account	Qty	Unit Price	Net Price
	STEREO WITH MP3 PLAYER SEEK-AND SCAN, DIGITAL CLOCK, THEFTLOCK, RANDOM SELECT, AUXILIARY JACK AND 2 FRONT DOOR SPEAKERS;TRAILERING PROVISIONS, TRAILERING WIRE HARNESS ONLY;TRAILER HITCH, WEIGHT DISTRIBUTION PLATFORM;TRAILERING EQUIPMENT, HEAVY-DUTY INCLUDES TRAILERING HITCH PLATFORM AND DUAL 4-PIN/7-PIN SEALED CONNECTOR;SEATING,15-PASSENGER, (2-3-3-3-4 SEATING CONFIGURATION) 4-PASSENGER SEAT IS A 50/50 SPLIT, 2-PIECE CONFIGURATION;BODY, STANDARD;PAINT,SOLID AS PER STATE OF ALABAMA CONTRACT T-191 AGREEMENT MA24000004517			

Additional Description Notes

2026 OR NEWER 15 PASSENGER VAN AS FOLLOWS:

2026 CHEVROLET EXPRESS PASSENGER RWD 3500 155" LS; SUMMIT WHITE; LS PREFERRED EQUIPMENT GROUP INCLUDES STANDARD EQUIPMENT; MEDIUM PEWTER, CUSTOM VINYL, SEATS, FRONT BUCKET WITH VINYL TRIM AND HEAD RESTRAINTS, INCLUDES INBOARD ARMRESTS (REQUIRES 93W) INTERIOR TRIM. WHEN ORDERING A SEATING ARRANGEMENT THAT INCLUDES REAR SEATS, INCLUDES REAR BENCH SEATS WITH VINYL TRIM. HEAD RESTRAINTS ARE NOT AVAILABLE ON REAR BENCH SEATS. GVWR, 9600LBS.; DOOR, SWING-OUT PASSENGER-SIDE, 60/40 SPLIT;REAR AXLE, 3.42 RATIO;ENGINE, 4.3L V6 WITH DIRECT INJECTION AND VARIABLE VALVE TIMING, INCLUDES ALUMINUM BLOCK CONSTRUCTION;TRANSMISSION, 8-SPEED AUTOMATIC, ELECTRONICALLY CONTROLLED WITH OVERDRIVE AND TOW/HAUL MODE. INCLUDES CRUISE GRADE BRAKING,

Bill To	Requisition 00008653-00 FY 2026
MUNICIPAL GARAGE ATTN: SEAN	
770 GAYLE STREET	Acct No: 1000.30.15.1530.1530.1530.0000.0000.45040.
MOBILE, AL	Review:
36604	Buyer:
SEAN.CLARK@CITYOFMOBILE.ORG	Status: Released Page 3

Vendor	Ship To
MCSWEENEY AUTO GROUP CLANTON LLC	MUNICIPAL GARAGE ATTN: SEAN
86 PEACH TOWER ROAD	770 GAYLE STREET
	MOBILE, AL 36604
CLANTON, AL 35045	AGEET@CITYOFMOBILE.GOV
Tel#2052964411	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
02/26/26	299344				FLEET MANAGEMENT-GARAGE

LN	Description / Account	Qty	Unit Price	Net Price
	POWERTRAIN GRADE BRAKING AND TAP-UP/TAP-DOWN DRIVER SHIFT CONTROL 4.3L GAS V6 ENGINE;WHEELS, 4-16"x 6.5" STEEL INCLUDES GRAY CENTER CAPS AND STEEL SPARE;AUDIO SYSTEM, AM/FM STEREO WITH MP3 PLAYER SEEK-AND SCAN, DIGITAL CLOCK, THEFTLOCK,RANDOM SELECT, AUXILIARY JACK AND 2 FRONT DOOR SPEAKERS;TRAILERING PROVISIONS, TRAILERING WIRE HARNESS ONLY;TRAILER HITCH, WEIGHT DISTRIBUTION PLATFORM;TRAILERING EQUIPMENT, HEAVY-DUTY INCLUDES TRAILERING HITCH PLATFORM AND DUAL 4-PIN/7-PIN SEALED CONNECTOR;SEATING,15-PASSENGER,(2-3-3-3-4 SEATING CONFIGURATION) 4-PASSENGER SEAT IS A 50/50 SPLIT, 2-PIECE CONFIGURATION;BODY, STANDARD;PAINT,SOLID			
	AS REQUESTED BY 1530-PD			
1	1000.30.15.1530.1530.1530.0000.0000.45040.			94050.80
	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			
002	FREIGHT	420.00 EACH	2.00000	840.00
	Additional Description Notes ----------			

Bill To	Requisition 00008653-00 FY 2026
MUNICIPAL GARAGE ATTN: SEAN	
770 GAYLE STREET	Acct No:
	1000.30.15.1530.1530.1530.0000.0000.45040.
MOBILE, AL	Review:
36604	Buyer:
SEAN.CLARK@CITYOFMOBILE.ORG	Status: Released Page 4

Vendor	Ship To
MCSWEENEY AUTO GROUP CLANTON LLC	MUNICIPAL GARAGE ATTN: SEAN
86 PEACH TOWER ROAD	770 GAYLE STREET
	MOBILE, AL 36604
CLANTON, AL 35045	AGEET@CITYOFMOBILE.GOV
Tel#2052964411	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
02/26/26	299344				FLEET MANAGEMENT-GARAGE

LN	Description / Account	Qty	Unit Price	Net Price
	210 miles x 2.00 per mile equals 420 for delivery for each unit			
	Vendor Item			
	Inventory Item/Loc 14009			
1	1000.30.15.1530.1530.1530.0000.0000.45040.			840.00

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 94890.80

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

Account	Amount	Remaining Budget
1000.30.15.1530.1530.1530.0000.0000.45040.	94890.80	684024.40
POLICE ADMIN SERVICES EXP FLEET VEHICLES		

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

Activity	Date	Clerk	Comment
CCancelled	03/11/26	JOHN PAINE	GL Allocation, GL Allocation,
Approved	02/27/26	MATTHEW ANDERSON	

Bill To	Requisition 00008653-00 FY 2026
MUNICIPAL GARAGE ATTN: SEAN	
770 GAYLE STREET	Acct No:
	1000.30.15.1530.1530.1530.0000.0000.45040.
MOBILE, AL	Review:
36604	Buyer:
SEAN.CLARK@CITYOFMOBILE.ORG	Status: Released Page 5

Vendor	Ship To
MCSWEENEY AUTO GROUP CLANTON LLC	MUNICIPAL GARAGE ATTN: SEAN
86 PEACH TOWER ROAD	770 GAYLE STREET
	MOBILE, AL 36604
CLANTON, AL 35045	AGEET@CITYOFMOBILE.GOV
Tel#2052964411	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
02/26/26	299344				FLEET MANAGEMENT-GARAGE

LN	Description / Account			Qty	Unit Price	Net Price
	Approved	02/27/26	SHONNDA SMITH		Auto approved by: 910516584	
	Approved	02/27/26	CHERI BOUCHER		Auto approved by: 910516584	
	Queued	03/11/26	MATTHEW ANDERSON		Auto approved by: 910516584	
	Queued	03/11/26	SHONNDA SMITH		Auto approved by: 910516584	
	Queued	03/11/26	CHERI BOUCHER		Auto approved by: 910516584	
	Pending		DONALD ROSE		Auto approved by: 910516584	
	Pending		SANDRA LEWIS		Auto approved by: 910516584	
	Pending		STEVEN KRONINGER		Auto approved by: 910516584	
	Pending		SAMANTHA COOLEY		Auto approved by: 910516584	
	Pending		JAMES NEESE		Auto approved by: 910516584	
	Pending		PATRICIA KENNEDY-JONES		Auto approved by: 910516584	
	Pending		REBECCA CRUMPLER		Auto approved by: 910516584	
	Pending		ANNE FOLEY		Auto approved by: 910516584	
	Pending		JOHN PAINE		Auto approved by: 910516584	

Authorized By: _____ Date: _____
Signature

Contract Header

Contract
Chevrolet Fleet Vehicle - McSweeney Auto Group

Type
Master Agreement

Supplier
McSweeney Auto Group Clanton LLC

Contract Code
MA240000004917

Linked Solicitation
Chevrolet Fleet Vehicle Bid

Sourcing Number
SRC0000022560

Public Comments
NA

Contact Information

Contract Responsible

First name	Last name	Email	Phone
Wayne	Gautney	wayne.gautney@procurement.alabama.gov	334-242-7173

1 Record(s)

Supplier Contact

First name	Last name	Email	Phone
Deidre	Allman	deidre@mcsweeneyholdings.com	8442226728

1 Record(s)

Contract Scope

Organizations
State of Alabama, State of Alabama

Contract Validity

Start Date
8/26/2024

End Date
8/25/2026

Documents

- Master_Agreement_V1.pdf
- RFB_Standard_Boilerplate_udated_08.31.2023 (17).pdf
- GM_Vehicle_Terms_and_Conditions (12).pdf

Items

Item Name	Product Code		UOM
2025 Chevrolet	4	53,717.58	Each

- Executive Summary State of Alabama Chevrolet.pdf

Item Name	Product Code		UOM
Tahoe 2WD			
2026 Chevrolet Tahoe 2WD	4	56,114.98	Each
2025 Chevrolet Tahoe 4WD	5	56,538.90	Each
2026 Chevrolet Tahoe 4WD	5	58,747.10	Each
2025 Chevrolet Suburban 2WD	6	56,056.29	Each
2026 Chevrolet Suburban 2WD	6	58,453.69	Each
2025 Chevrolet Suburban 4WD	7	58,877.61	Each
2026 Chevrolet Suburban 4WD	7	61,274.61	Each
Chevrolet Colorado Crew Cab 2WD	8	30,471.24	Each
Chevrolet Colorado Crew Cab 4WD	9	33,570.49	Each
Chevrolet Silverado Standard Cab 2WD	10	34,073.82	Each
Chevrolet Silverado Standard Cab 4WD	11	37,858.50	Each
Chevrolet Silverado Double Cab 2WD	12	35,391.54	Each

Item Name	Product Code		UOM
Chevrolet Silverado Double Cab 4WD	13	37,933.63	Each
Chevrolet Silverado Crew Cab 2WD	14	37,458.75	Each
Chevrolet Silverado Crew Cab 4WD	15	39,975.42	Each
Chevrolet Silverado Std. Cab 2WD 2500	16	41,413.64	Each
2025 Diesel Engine Upgrade	17	8,488.27	Each
2026 Diesel Engine Upgrade	17	8,943.27	Each
Chevrolet Silverado Std. Cab 4WD 2500	18	43,854.25	Each
2025 Diesel Engine Upgrade	19	8,488.27	Each
2026 Diesel Engine Upgrade	19	8,943.27	Each
Chevrolet Silverado Double Cab 2WD 2500	20	42,309.62	Each
2025 Diesel Engine Upgrade	21	8,488.27	Each
2026 Diesel Engine Upgrade	21	8,943.27	Each
Chevrolet Silverado Double Cab 4WD 2500	22	44,330.66	Each

Item Name	Product Code		UOM
2025 Diesel Engine Upgrade	23	8,488.27	Each
2026 Diesel Engine Upgrade	23	8,943.27	Each
Chevrolet Silverado Crew Cab 2WD 2500	24	44,019.26	Each
2025 Diesel Engine Upgrade	25	8,488.27	Each
2026 Diesel Engine Upgrade	25	8,943.27	Each
Chevrolet Silverado Crew Cab 4WD 2500	26	46,020.10	Each
2025 Diesel Engine Upgrade	27	8,488.27	Each
2026 Diesel Engine Upgrade	27	8,943.27	Each
Chevrolet Silverado Std. Cab 2WD 3500	28	43,961.73	Each
2025 Diesel Engine Upgrade	29	8,488.27	Each
2026 Diesel Engine Upgrade	29	8,943.27	Each
Chevrolet Silverado Std. Cab 4WD 3500	30	44,982.78	Each
2025 Diesel Engine Upgrade	31	8,488.27	Each
2026 Diesel Engine Upgrade	31	8,943.27	Each

Item Name	Product Code		UOM
Chevrolet Silverado Double Cab 2WD 3500	32	43,626.23	Each
2025 Diesel Engine Upgrade	33	8,488.27	Each
2026 Diesel Engine Upgrade	33	8,943.27	Each
Chevrolet Silverado Double Cab 4WD 3500	34	45,647.28	Each
2025 Diesel Engine Upgrade	35	8,488.27	Each
2026 Diesel Engine Upgrade	35	8,943.27	Each
Chevrolet Silverado Crew Cab 2WD 3500	36	45,334.99	Each
2025 Diesel Engine Upgrade	37	8,488.27	Each
2026 Diesel Engine Upgrade	37	8,943.27	Each
Chevrolet Silverado Crew Cab 4WD 3500	38	47,356.04	Each
2025 Diesel Engine Upgrade	39	8,488.27	Each
2026 Diesel Engine Upgrade	39	8,943.27	Each
Chevrolet Express 12-Passenger Van	40	44,785.30	Each
Chevrolet Express 15-Passenger Van	41	46,338.35	Each

Item Name	Product Code		UOM
Chevrolet Express Cargo Van	42	39,414.80	Each
Chevrolet Vehicle Options	43	0.00	USD
Chevrolet Delivery	44	0.00	USD

CAPITAL CONTRACT SUMMARY SHEET

AGENDA ITEM SUMMARY SHEET

Agenda of: March 24, 2026

Submitted by:
John Paine, Purchasing Agent

Sponsored by:
Spiro Cheriogotis, INACTIVE

Purpose and Scope of Project:
To approve issuance of purchase order to Stivers Ford Lincoln Inc for three 2026 Ford Maverick XL AWD crew cab pickup trucks for Sanitation Dept.

Amount of Contract:
$93,660.00

Funding Source
General fund.

ATTACHMENTS:
1. 20260311 Stivers Agenda Package POs

REVIEWERS:
Lana Pafenbach
Lana Pafenbach

AGENDA ITEM SUMMARY SHEET

Print Page | Reset

Agenda of: 17 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 Stivers Ford Lincoln Inc

PURPOSE & SCOPE OF PROJECT:

To approve issuance of purchase order to Stivers Ford Lincoln Inc for three 2026 Ford Maverick XL AWD crew cab pickup trucks for Sanitation Dept.

General fund

RESOLUTION ☒ ORDINANCE ☐ OTHER ☐

AMOUNT OF CONTRACT: $93,660.00

FUNDING SOURCE:

Budget Item: See Requisitions Discretionary Funds: _____

Budget amendment: REDUCE ☐ INCREASED ☐

Grant funds: _____ Matching funds: _____

Associated Costs:

Current year (itemize)
Type: _____ Amount: _____

Future years
Year: _____ Amount: _____

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

Effective date of contract: On issuance to vendor.

Renewal date of contract (if applicable): _____

If not bid, state reason: AL State contract

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

How many bidders submitted bids (if applicable): na

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

R E S O L U T I O N

Sponsored by: Mayor Spiro N. Cheriogotis

BE IT RESOLVED BY THE CITY COUNCIL OF MOBILE, ALABAMA, that the 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
8450	2026	(2050) FLEET MAINTENANCE-GARAGE	THREE 2026 FORD MAVERICK XL AWD CREW CAB PICKUP TRUCKS FOR SANITATION DEPT (AL STTE CONTRACT)	$93,660.00	(292393) STIVERS FORD LINCOLN INC

Adopted:

_____
City Clerk

Bill To	Requisition 00008450-00 FY 2026
MUNICIPAL GARAGE ATTN: SEAN	
770 GAYLE STREET	Acct No:
	1000.40.20.2070.2070.2070.0000.0000.45040.
MOBILE, AL	Review:
36604	Buyer:
SEAN.CLARK@CITYOFMOBILE.ORG	Status: Approved Page 1

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

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
02/23/26	292393				FLEET MANAGEMENT-GARAGE

LN	Description / Account	Qty	Unit Price	Net Price
001	2026 FORD MAVERICK XL AS FOLLOWS: MAVERICK XK CREW CAB, AWD 102A PACKAGE, 2.0L ECOBOOST WITH CLOTH SEATS-EBONY;SUPERCREW 5-PASSENGER SEATING, P225/65R 17" A/S BSW TIRES WITH THE FOLLOWING FACTORY OPTIONS: DAYTIME RUNNING LAMPS 2K TRAILER HITCH RECEIVER W/4 PIN CONNECTOR FORD CO-PILOT 360: AUTO HIGH BEAMS, BLIND SPOT ASSIST, BLIS W/CROSS TRAFFIC ALERT, BLIS W/TRAILER COVERAGE, EXIT WARNING, LANE KEEPING ALERT, LANE KEEPING ASSIST, DRIVER ALERT, ROAD EDGE DETECTION, INTERSECTION ASSIST, PRE-COLLISION ASSIST W/AUTOMATIC EMERGENCY BRAKING, PEDESTRIAN DETECTION, FORWARD COLLISION WARNING, DYNAMIC BRAKE SUPPORT, REAR CROSS TRAFFIC BRAKING, REAR PARKING SENSORS 4-CORNER LED STROBES-WHITE FRONT/AMBER REAR SPRAY-IN BEDLINER 2 EXTRA KEYS OXFORD WHITE IN COLOR AS PER STATE IF ALABAMA CONTRACT T-191, AGREEMENT MA22000003218-6 AND YOUR QUOTE Additional Description Notes --- 2026 FORD MAVERICK XL AS FOLLOWS:	3.00 EACH	30876.00000	92628.00

Bill To	Requisition 00008450-00 FY 2026
MUNICIPAL GARAGE ATTN: SEAN	
770 GAYLE STREET	Acct No:
	1000.40.20.2070.2070.2070.0000.0000.45040.
MOBILE, AL	Review:
36604	Buyer:
SEAN.CLARK@CITYOFMOBILE.ORG	Status: Approved Page 2

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

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
02/23/26	292393				FLEET MANAGEMENT-GARAGE

LN	Description / Account	Qty	Unit Price	Net Price
	MAVERICK XK CREW CAB, AWD 102A PACKAGE, 2.0L ECOBOOST WITH CLOTH SEATS-EBONY;SUPERCREW 5-PASSENGER SEATING, P225/65R 17" A/S BSW TIRES			
	WITH THE FOLLOWING FACTORY OPTIONS:			
	DAYTIME RUNNING LAMPS			
	2K TRAILER HITCH RECEIVER W/4 PIN CONNECTOR			
	FORD CO-PILOT 360: AUTO HIGH BEAMS, BLIND SPOT ASSIST, BLIS W/CROSS TRAFFIC ALERT, BLIS W/TRAILER COVERAGE, EXIT WARNING, LANE KEEPING ALERT, LANE KEEPING ASSIST, DRIVER ALERT, ROAD EDGE DETECTION, INTERSECTION ASSIST, PRE-COLLISION ASSIST W/AUTOMATIC EMERGENCY BRAKING, PEDESTRIAN DETECTION, FORWARD COLLISION WARNING, DYNAMIC BRAKE SUPPORT, REAR CROSS TRAFFIC BRAKING, REAR PARKING SENSORS			
	4-CORNER LED STROBES-WHITE FRONT/AMBER REAR			
	SPRAY-IN BEDLINER			
	2 EXTRA KEYS			
	OXFORD WHITE IN COLOR			
	AS REQUESTED BY 2090-SANITATION			
1	1000.40.20.2070.2070.2070.0000.0000.45040.			92628.00

Bill To	Requisition 00008450-00 FY 2026
MUNICIPAL GARAGE ATTN: SEAN	
770 GAYLE STREET	Acct No:
	1000.40.20.2070.2070.2070.0000.0000.45040.
MOBILE, AL	Review:
36604	Buyer:
SEAN.CLARK@CITYOFMOBILE.ORG	Status: Approved Page 3

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

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
02/23/26	292393				FLEET MANAGEMENT-GARAGE

LN	Description / Account	Qty	Unit Price	Net Price
	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			
002	FREIGHT	3.00 EACH	344.00000	1032.00
	Vendor Item Inventory Item/Loc 14009			
1	1000.40.20.2070.2070.2070.0000.0000.45040.			1032.00
	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			

Bill To	Requisition 00008450-00 FY 2026
MUNICIPAL GARAGE ATTN: SEAN	
770 GAYLE STREET	Acct No:
	1000.40.20.2070.2070.2070.0000.0000.45040.
MOBILE, AL	Review:
36604	Buyer:
SEAN.CLARK@CITYOFMOBILE.ORG	Status: Approved Page 4

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

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
02/23/26	292393				FLEET MANAGEMENT-GARAGE

LN	Description / Account	Qty	Unit Price	Net Price
	MOBILE, AL 36604			

Requisition Link

Requisition Total 93660.00

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

Account	Amount	Remaining Budget
1000.40.20.2070.2070.2070.0000.0000.45040.	93660.00	2725656.97

PUBLIC SERVICES ADMINISTRATION FLEET VEHICLES

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

Activity	Date	Clerk	Comment
Approved	02/23/26	MATTHEW ANDERSON	
Approved	02/23/26	SHONNDA SMITH	Auto approved by: 910516584
Approved	02/23/26	CHERI BOUCHER	Auto approved by: 910516584
Approved	02/23/26	MATTHEW ANDERSON	
Approved	02/23/26	SHONNDA SMITH	Auto approved by: 910516584
Approved	02/23/26	CHERI BOUCHER	Auto approved by: 910516584
Approved	03/11/26	DONALD ROSE	Auto approved by: 9105paij
Approved	03/11/26	SANDRA LEWIS	Auto approved by: 9105paij
Approved	03/11/26	STEVEN KRONINGER	Auto approved by: 9105paij
Approved	03/11/26	SAMANTHA COOLEY	Auto approved by: 9105paij
Approved	03/11/26	JAMES NEESE	Auto approved by: 9105paij
Approved	03/11/26	PATRICIA KENNEDY-JONES	Auto approved by: 9105paij
Approved	03/11/26	REBECCA CRUMPLER	Auto approved by: 9105paij
Approved	03/11/26	ANNE FOLEY	Auto approved by: 9105paij
Approved	03/11/26	JOHN PAINE	

Bill To	Requisition 00008450-00 FY 2026
MUNICIPAL GARAGE ATTN: SEAN 770 GAYLE STREET MOBILE, AL 36604 SEAN.CLARK@CITYOFMOBILE.ORG	Acct No: 1000.40.20.2070.2070.2070.0000.0000.45040. Review: Buyer: Status: Approved Page 5

Vendor	Ship To
STIVERS FORD LINCOLN INC 4000 EASTERN BLVD MONTGOMERY, AL 36116 Tel#334-613-5000 Fax 334-613-5018	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
02/23/26	292393				FLEET MANAGEMENT-GARAGE

LN	Description / Account	Qty	Unit Price	Net Price

Authorized By: _____ Date: _____
Signature

Contract Header

Contract
Ford Fleet T191 Stivers Ford

Type
Master Agreement

Supplier
Stivers Ford Lincoln

Contract Code
MA220000003128

Linked Solicitation
Ford Fleet T191 -Bid-

Sourcing Number
SRC0000007870

Public Comments
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
Shana	Smith	shana@stiversonline.com	334613-5000
Scott	DuBose	sdubose@stiversonline.com	334-613-5000
David	Maddox	dmaddox@stiversonline.com	833-317-3566

3 Record(s)

Contract Scope

Organizations
State of Alabama

Contract Validity

Start Date
6/15/2022

End Date
6/14/2026

Documents

Items

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

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

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

AGENDA ITEM SUMMARY SHEET

Agenda of: March 24, 2026

Submitted by:
Ricardo Woods, City Attorney

Sponsored by:
Spiro Cheriogotis, Mayor

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

Amount of Contract:
$500,000.00

Funding Source
GF 10049070.42080

ATTACHMENTS:
1. Resolution - MOBILE SPORTS HALL OF FAME
2. Mobile Sports Hall of Fame Performance Contract 2026

REVIEWERS:
Lana Pafenbach
Lana Pafenbach

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; the City's agreement to disburse the funds is dependent upon Contractor's agreement to submit the quarterly activity reports and financial statements in a timely manner.**

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. Said activity report and financial reports shall demonstrate that the funds disbursed pursuant to this agreement have been used for the express purpose of building out the existing Mobile Sports Hall of Fame with integrated technology, graphics, displays, story boards, video and touch displays for an interactive experience. 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 convenant 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_____

PRINT NAME:_____

ITS: _____

STATE OF ALABAMA)

COUNTY OF MOBILE)

I, the undersigned Notary Public, in and for said County in said State, hereby certify that _____ whose name as _____ of **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 _____ day of _____, 20__.

(SEAL)

_____
Notary Public
State of Alabama At-Large
My Commission Expires: _____

CITY OF MOBILE, A Municipal Corporation

BY_____
Spiro N. Cheriogotis, Mayor

ATTEST:

BY_____
Its City Clerk

CAPITAL CONTRACT SUMMARY SHEET

NA

AGENDA ITEM SUMMARY SHEET

Agenda of: March 24, 2026

Submitted by:
Carleen Stout, Dep Dir-Real Estate/Asset Mgmt

Sponsored by:
Spiro Cheriogotis, INACTIVE

Purpose and Scope of Project:
Authorize contract with VSC Fire & Security, Inc. in the amount of $93,610.00 for Fire Sprinkler and Backflow Preventer inspections and repair though out various locations throughout the City of Mobile.

Amount of Contract:
$93,610.00

Funding Source
1004-3035-42150

ATTACHMENTS:
1. Resolution VSC
2. VSC

REVIEWERS:
Lana Pafenbach
Lana Pafenbach

RESOLUTION

2026

Sponsored by: Mayor Spiro N. Cheriogotis

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

Name of Company:	VSC FIRE & SECURITY, INC.
Project Name:	SERVICE CONTRACT-VARIOUS LOCATIONS FIRE SPRINKLER AND BACKFLOW PREVENTER INSPECTIONS AND REPAIR
Project Number:	SC-019-26
Amount:	$ 30,130.00 - YEAR ONE $ 31,740.00 - YEAR TWO $ 31,740.00 - YEAR THREE $ 93,610.00 -- TOTAL CONTRACT

Adopted:

_____

City Clerk

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

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

And the Service Contractor: **VSC FIRE & SECURITY, INC.**
4940 Tufts Road
Mobile, Alabama 36619

City Business License No.: **093795**
City of Mobile Vendor No.: **289683**
State of Alabama Business Entity No.: **000-942-506**

For the following Project: **SERVICE CONTRACT – VARIOUS LOCATIONS – FIRE SPRINKLER AND BACKFLOW PREVENTER INSPECTIONS AND REPAIR**

VARIOUS CITY OF MOBILE LOCATIONS

PROJECT NUMBER: SC-019-26

AGREEMENT BETWEEN CITY OF MOBILE AND CONTRACTOR

THIS AGREEMENT is made and entered into as of the date on which last party executes this agreement (the "Effective Date"), by and between City of Mobile, a political subdivision of the State of Alabama, hereinafter referred to as the "City" and VSC Fire & Security, Inc., hereinafter referred to as "Contractor" or "Service Contactor".

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

WHEREAS, the City issued Project Manual for SC-019-26 on January 7, 2026; and,

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

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

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

1.0 CONTRACTOR'S SERVICE

1.1 The Contractor agrees to diligently provide all materials, services and labor for the performance for the SERVICE CONTRACT – VARIOUS LOCATIONS – FIRE SPRINKLER AND BACKFLOW PREVENTER INSPECTIONS AND REPAIR (the "Project"), in accordance with the Scope of Work made part of this Contract as Exhibit A, attached hereto and incorporated herein. All work and labor shall be done in accordance with the plans and specifications on file with the City and are incorporated herein by reference.

2.0 TERM

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

3.0 COMPENSATION AND PAYMENT OF CONTRACTORS SERVICE

3.1 The City shall pay the Contractor for the services rendered hereunder and completed in accordance with the terms and conditions of this Contract an amount not to exceed $93,610.00 for the entire Project in accordance with Exhibit B attached hereto and incorporated herein OR, upon the completion and acceptance thereof by the City or its duly authorized agent. The contract price includes a contingency amount for unanticipated work within the scope of the agreement and may only be authorized at the discretion of the City's DEPUTY DIRECTOR OF REAL ESTATE ASSET MANAGEMENT, Chad Holm.

3.2 Notwithstanding the preceding, Contractor shall perform no work under this Contract until receipt of a notice to proceed. Contractor acknowledges and agrees that no minimum amount of work is guaranteed under this Contract and City may elect to issue no notice to proceed. If a notice is issued, the City reserves the right to amend, reduce or cancel the notice in its sole discretion.

3.3 The City's performance and obligation to pay under this Contract is contingent upon an appropriation by the City Council or by grant award. In the event funds are not appropriated or approved for any fiscal year, this agreement shall terminate upon notice to Contractor. The City shall promptly notify the Contractor if the necessary appropriation is not made.

4.0 METHOD OF PAYMENT

4.1 The City shall pay the Contractor through payment issued by City upon receipt of the Contractor's invoice and written approval of same by the City's DEPUTY DIRECTOR OF REAL ESTATE ASSET MANAGEMENT, Chad Holm indicating that services have been rendered in conformity with this Contract.

4.2 The Contractor shall submit invoices for payment to the City for those specific services provided pursuant to Exhibit B, Bid Form, attached hereto and incorporated herein.

4.3 The Contractor's invoices shall be in a form satisfactory to the DEPUTY DIRECTOR OF REAL ESTATE ASSET MANAGEMENT, Chad Holm who shall initiate disbursements. The Contractor is responsible for providing all necessary documentation that may be required by the City.

5.0 ADDITIONAL SERVICES

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

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

6.0 LIABILITY OF CONTRACTOR

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

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

7.0 CONTRACTORS INSURANCE

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

8.0 RESPONSIBILITIES OF THE CONTRACTOR

8.1 The personnel assigned by the Contractor to perform the services of this Contract shall comply with the terms set forth in this Contract. The Contractor shall ensure that all key personnel, support personnel, and other agents are fully qualified and capable to perform their assigned tasks. Any change or substitution to the Contractor's key personnel must receive the

City's Department Head's written approval before said changes or substitution can become effective.

8.2 The Contractor agrees to respond to communication from the City within three working days unless a shorter response time is specified by the City.

8.3 The Contractor warrants that it has not employed or retained any company or person (other than a bona fide employee working solely for the Contractor), to solicit or secure this Contract and that he has not paid or agreed to pay any person, company, corporation, individual, or firm other than a bona fide employee working solely for the Contractor; any fee, commission, percentage, gift, or any other consideration, contingent upon or resulting from the award of this Contract.

8.4 Contractor agrees that it and its employees shall communicate with City employees and members of the public in a civil manner. All aspects of a Contractor's performance, including complaints received from City employees or members of the public, may impact the City's decision to renew or terminate this Contract in accordance with the provisions contained herein. The City further reserves the right to suspend or debar the Contractor from consideration for award of future contracts in accordance with Alabama competitive bid law if the Contractor does not abide by the terms of this contract.

8.5 The Contractor shall comply with all federal, state, and local laws, regulations and ordinances applicable to the work or payment for work thereof, and shall not discriminate on the grounds of race, color, religion, sex, or national origin in the performance of work under this Contract.

8.6 The Contractor shall maintain books, records, documents, and other evidence directly pertaining to or connected with the services under this Contract which shall be available and accessible at the Contractor's offices for the purpose of inspection, audit, and copying during normal business hours by the City, or any of its authorized representatives.

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

9.0 TIME FOR PERFORMANCE

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

10.0 FORCE MAJEURE

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

11.0 OBLIGATIONS OF THE CITY

11.1 City shall designate a Department Head or other person to act as City's representative with respect to this Agreement. Such person will have authority to transmit instructions, receive information, and interpret and define City's policies and decisions regarding the scope of services.

11.2 City shall furnish to Contractor all applicable information and technical data in City's possession or control reasonably requested by Contractor for the proper performance of the Services.

11.3 The City's Designated representative will do all things necessary to properly administer the terms and conditions of this Agreement, including, but not limited to: 1. Review of all Contractor payment requests for approval or rejection. 2. Periodic reviews of the work of the Contractor as necessary for the completion of the Contractor's services during the period of this Agreement.

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

12.0 TERMINATION

12.1 The City shall have the right at any time upon thirty (30) calendar day's written notice to the Contractor to terminate the services of the Contractor. The City shall pay to the Contractor and the Contractor shall accept as full payment for its services, a sum of money equal to the work completed in any commenced but incomplete services.

12.2 Any failure of the Contractor to satisfy the requirements of this Contract, as documented by the Department Head, shall be considered a default of the Contract and sufficient reason for termination. 1. For defaults that are curable (as determined by the City), the Contractor shall be notified in writing by the City and shall have an opportunity to cure such default(s) within ten (10) working days after notification. 2. For defaults that are not curable (as determined by the City), notice of the termination date shall be given as deemed appropriate by the City.

12.3 In the event the City's termination of this Contract for default is in any way deficient, at the option of the City such termination shall be deemed to be a termination for convenience pursuant to Section 12.1 above.

12.4 The parties may mutually agree to terminate this Contract. Such termination shall be evidenced by a notice issued by the City. The City shall pay to the Contractor and the Contractor shall accept as payment for its services, a sum of money equal to the work completed in any commenced but incomplete services.

12.5 In the event that the Contractor has abandoned performance under this Contract, then the City may terminate this Contract upon three (3) calendar day's written notice to the Contractor indicating its intention to do so. Payment for work performed prior to the Contractor's abandonment shall be as stated above. Contractor shall have one hundred and eighty (180) days to submit invoices. Invoices submitted after one hundred and eighty (180) days may not be accepted for payment.

12.6 The Contractor shall have the right to terminate services only in the event of the City failing to pay the Contractor's properly documented and submitted invoice within ninety (90) calendar days of the approval by the City's Department Head, or if the Project is suspended by the City for a period greater than ninety (90) calendar days.

12.7 After consultation with and written Notice to the Contractor providing a reasonable opportunity to cure, the City shall have the right to refuse to make payment, in whole or part due to: 1. The quality of a portion, or all, of the Contractor's work not performed in accordance with the requirements of this Contract; 2. The quantity of the Contractor's work not delivered or performed as represented in the Contractor's Payment Request, or otherwise; 3. Claims made, or likely to be made, against the City, or its property; 4. Damages to the City or a third party caused by Contractor; 5. The Contractor's failure or refusal to perform any other obligation under this Contract.

13.0 DISPUTE RESOLUTION

13.1 In the event of a dispute or claim arising out of this Agreement, the parties agree first to try in good faith to settle the dispute by direct discussion. If this is unsuccessful, the parties may enter into mediation in Mobile, Alabama, with the parties sharing equally in the cost of such mediation.

13.2 In the event mediation, if attempted, is unsuccessful in resolving a dispute, the parties may proceed to litigation as set forth below.

13.3 Any dispute, action or proceeding arising out of or related to this Agreement will be exclusively commenced in the state courts of Mobile, Alabama, or where proper subject matter jurisdiction exists in the United States District Court for the Southern District of Alabama. Each party irrevocably submits and waives any objections to the exclusive personal jurisdiction and venue of such courts, including any objection based on forum non conveniens.

13.4 Contractor agrees to waive all rights to trial by jury for any litigation undertaken concerning this Agreement

13.5 This Agreement and the rights and obligations of the parties shall be governed by the laws of the State of Alabama without regard to its conflict of laws principles.

13.6 Unless otherwise agreed in writing, the Contractor shall be required to continue its services and all other obligations under this Agreement during the pendency of the claim or dispute, including, but not limited to, the actual period of mediation or judicial proceedings.

14.0 CONTRACTOR WARRANTY

14.1 All products provided under this Contract shall be new and of the most suitable grade for the purpose intended.

14.2 If any product delivered does not meet performance representations or other quality assurance representations as published by manufacturers, producers or distributors of the products or the specifications listed in this Contract, the Contractor shall pick up the product from the City at no expense to the City. The City reserves the right to reject any or all materials if, in its judgment, the item reflects unsatisfactory workmanship or manufacturing or shipping damage. In such case, the Contractor shall refund to the City any money which has been paid for same.

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

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

15.0 SUSPENSION/STOP WORK ORDER

15.1 The REAM Director or Deputy Director, may at any time, by written order to the Contractor, require the Contractor to stop all or any part of the work called for by this Contract. Any order shall be identified specifically as a stop work order issued pursuant to this clause. This order shall be effective as of the date the order is delivered to the Contractor. Upon receipt of such an order, the Contractor shall immediately comply with its terms and take all reasonable steps to minimize the incurrence of costs allocable to the work covered by the order during the period of work stoppage. The Contractor shall not resume work unless specifically so directed in writing by the City. The Director or Deputy Director shall take one of the following actions:
1. Cancel the stop work order; or 2. Terminate the work covered by the order; or 3. Terminate the Contract in accordance with provisions contained in Section 12.1.

15.2 In the event the City of Mobile determines not to direct the Contractor to resume work, the stop work order may be converted into a notice of termination for convenience pursuant to Section 12.1. The notice period for such termination shall be deemed to commence on the date of issuance of the stop work order. In the event the City does not direct the Contractor to resume work within ninety (90) days, the Contractor may terminate this Contract.

16.0 NOTICES

16.1 The City of Mobile Authorized Agent, authorized to act on the City's behalf with respect to the Project, DIRECTOR OF REAL ESTATE ASSET MANAGEMENT, Carleen Stout-Clark or the Director's designated representative, DEPUTY DIRECTOR OF REAL ESTATE ASSET MANAGEMENT, Chad Holm.

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

CITY:
City of Mobile Building Services
c/o: Chad Holm
City's Authorized Agent
205 Government St.
P.O. Box 1827
Mobile AL 36633-1827

CONTRACTOR:
VSC Fire & Security, Inc.
c/o Marcus Brister
Contractor's Authorized Agent
4940 Tufts Road
Mobile, AL 36619

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

17.0 DEFAULT/ BREACH

17.1 Default. Default, for purposes of this contract, shall include, but is not limited to, any of the following: 1) failure to perform the work or provide the services in accordance with the terms of the contract, 2) failure to meet established deadlines or schedules, 3) substandard or non-compliant work or services, 4) failure to comply with applicable laws, regulations, or permits, including state and federal law, local ordinances and any federal grant requirements, 5) failure to make payments to subcontractors or suppliers, 6) failure to communicate adequately with the City regarding progress or issues, 7) unauthorized assignment or transfer of the contract without prior written consent from the City, 8) failure to correct deficiencies after receiving written notice from the City, 9) misrepresentation or falsification of information provided in

contract proposals or during performance,10) failure to maintain required insurance coverage, 11) use of unapproved subcontractors or failure to supervise subcontractors adequately, 12) unauthorized use of City property, equipment, or resources, 13) failure to comply with safety standards, resulting in hazardous conditions or accidents, 14) violation of confidentiality or data protection requirements outlined in the contract, 15) breach of warranties related to the quality, fitness, or compliance of goods or services provided, 16) failure to provide required reports, documentation, or certifications within specified timelines, 17) delays caused by inadequate staffing, equipment, or materials, 18) failure to replace defective or non-compliant materials or equipment within a reasonable time-frame, 19) violation of environmental regulations, including improper disposal of hazardous materials, 20) failure to cooperate with City inspectors, auditors, or other designated officials during site visits or reviews, 21) failing to comply with written directives from the City to correct specific issues or deficiencies, 22) subcontractor abandonment or unauthorized substitution of key personnel, 23) unauthorized cessation of work or delays caused by disputes with subcontractors, 24) breach of intellectual property rights, including unauthorized use of copyrighted or proprietary materials, 25) misuse of funds allocated for specific tasks or deliverables, 26) failure to meet minority, small business, or other subcontracting goals as specified in the contract, 27) failure to maintain adequate security measures for sensitive information or physical assets, 28) failure to address health and safety violations that result in injury or property damage, 29) providing false claims for payments, reimbursements, or change orders, 30) failing to meet requirements for workforce certifications or qualifications outlined in the contract, 31) failure to disclose debarment or loss of required license.

18.0 EFFECT OF DEFAULT

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

19.0 WITHHOLDING PAYMENT DUE

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

20.0 CURE PLAN

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

within the time frame specified, the City may invoke additional sanctions or terminate this Agreement.

21.0 EFFECT OF DEFAULT ON FUTURE COMPETITIVE BIDDING

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

22.0 PEER REVIEW/VALUE ENGINEERING

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

23.0 ANTI-BOYCOTT

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

24.0 NON-DISCRIMINATION

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

25.0 COMPLIANCE WITH IMMIGRATION LAW

25.1 By signing this contract, the contracting parties affirm, for the duration of the Agreement, that they will not violate federal immigration law or knowingly employ, hire for employment, or continue to employ an unauthorized alien within the state of Alabama. Pursuant to Alabama Code (1975) Section 31-13-9, if Contractor employs one or more employees within the State of Alabama, Contractor shall provide documentation establishing that Contractor is enrolled in the attached Exhibit D, *E-Verify* program. Furthermore, a contracting party found to be in violation of this provision shall be deemed in breach of the Agreement and shall be responsible for all damages resulting therefrom.

26.0 MISCELLANEOUS

26.1 This Agreement constitutes the sole and complete understanding between the parties and supersedes all agreements between them, whether oral or written with respect to the subject matter. No Amendment, change or addendum to this Agreement is enforceable unless agreed to in writing by both parties and incorporated into this Agreement.

26.2 The language of this Agreement shall be construed, in all cases, according to its fair meaning and not for or against any party hereto.

26.3 The parties hereto do not intend nor shall this Agreement be construed to grant any rights, privileges or interest to any third party.

26.4 Time is of the essence with regard to each and every aspect of the Contractor's performance under this Contract.

26.5 The rights and remedies of the City provided for under this Agreement are in addition to any other rights and remedies provided by law.

26.6 If the Contractor is comprised of more than one legal entity, each entity shall be jointly and severally liable hereunder**.**

26.7 The exercise by either party of any rights or remedies provided herein shall not constitute a waiver of any other rights or remedies available under this Agreement or any applicable law.

26.8 If any term, condition, or covenant of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions of this Agreement shall be valid and binding on each party.

26.9 The parties covenant and agree that each is duly authorized to enter into and perform this Agreement and those executing this Agreement have all requisite power and authority to bind the parties.

26.10 Neither the City's review, approval or acceptance of, nor payment for, the services required under this Agreement shall be construed to operate as a waiver of any rights under this Agreement or of any cause of action arising out of the performance of this Agreement.

26.11 Paragraph headings are for the convenience of the parties and for reference purposes only and shall be given no legal effect.

26.12 In the event of conflicts or inconsistencies between the provisions of this agreement and those in any attachment or Exhibit hereto, then the provisions of this agreement will take precedence and be applicable, binding and enforceable.

26.13 Preparation of Agreement. All provisions of this Agreement have been subject to full and careful review by and negotiation between Contractor and City. Each such party has availed

itself of such legal advice and counsel as it, respectively, has deemed appropriate. The parties hereto agree that neither one of them shall be deemed to be the drafter or author of this Agreement, and in the event this Agreement is subject to interpretation or construction by a court of law or panel of arbitration, such court or panel shall not construe this Agreement or any portion hereof against either party as the drafter of this Agreement.

26.14 Entire Agreement. This Agreement embodies the entire agreement and understanding between the parties pertaining to the subject matter of this Agreement, and supersedes all prior agreements, understandings, negotiations, representations and discussions, whether verbal or written, of the parties pertaining to that subject matter.

26.15 Binding Effect. The provisions of this Agreement shall bind and inure to the benefit of the parties and their respective successors and permitted assigns.

26.16 Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute a single agreement.

26.17 Amendment and Waiver. This Agreement may be amended, modified or supplemented only by a writing executed by each of the parties. Any party may in writing waive any provisions of this Agreement to the extent such provision is for the benefit of the waiving party. No action taken pursuant to this Agreement shall be deemed to constitute a waiver by that party of any other party's compliance with provisions of this Agreement. No waiver by any party of a breach of any provision of this Agreement shall be construed as a waiver of any subsequent or different breach, and no forbearance by a party to seek a remedy for noncompliance or breach by another party shall be construed as a waiver of any right or remedy with respect to such noncompliance or breach.

26.18 Attorney's Fees and Costs. If the City is required to take legal action to enforce this contract, the contractor agrees to reimburse the City for all reasonable attorney's fees and associated costs incurred.

26.19 Non-Waiver of Rights. Failure by the City to enforce any provision of this contract shall not be deemed a waiver of its rights to enforce any other provision or the same provision in the future.

26.20 Sovereign Immunity. Nothing in this Agreement shall be construed as a waiver of any governmental, sovereign, or other immunity by the City, its officials, or employees. All defenses and limitations of liability provided by law remain fully applicable.

26.21 Non-Assignment. Contractor shall not transfer or assign this Service Contract 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.

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

CITY OF MOBILE, A Municipal Corporation

OWNER: City of Mobile

Signature

Spiro N. Cheriogotis

Mayor, City of Mobile

SERVICE CONTRACTOR:
VSC FIRE & SECURITY, INC.

Signature

Marcus Brister

VP, Division Manager
Printed Name and Title

(Corporate Seal if applicable)

ATTEST:

City Clerk

STATE OF Alabama
COUNTY OF Mobile

Before me, the undersigned a Notary Public in and for said County and State, personally appeared Marcus Brister as VP, DM of VSC Fire & Security and after being duly sworn, did depose and say that he, as such officer and with full authority, signed the above and foregoing voluntarily as the act of administrator
Sworn to and subscribed for me this 27th day of February, 2026.

MKirschner

NOTARY PUBLIC
STATE OF ALABAMA AT-LARGE
My Commission Expires:
3/14/2028

MARION KIRSCHNER
NOTARY PUBLIC
State of Alabama - State at Large
My Commission Expires Mar. 14, 2028

END OF SECTION

EXHIBIT A – SCOPE OF WORK

SERVICE CONTRACT – VARIOUS LOCATIONS – FIRE SPRINKLER AND BACKFLOW PREVENTER INSPECTIONS AND REPAIR
SC-019-26

January 7, 2026

Scope of Services:
The Work of this Service Contract includes, but is not limited to, the furnishing of all labor, material, equipment, tools, supplies, and all associated travel time and expenses required to maintain specified facilities fire sprinkler, fire pump system and valves, valve components and inspections and testing , along with the associated fire supply line Backflow Preventer inspection and annual testing. Service Contractor shall provide a total of four (4) inspections per every twelve (12) contiguous months: One (1) Annual Inspection and three Quarterly Inspections for all facilities listed in Attachment A – Locations. Backflow Preventer Inspections and Testing shall be scheduled as per the Service Contract Administrator, and in accordance with the following Nation Fire Protection Association (NFPA) requirements:

1. Automatic Sprinkler Systems, NFPA 13
2. Water Spray Fixed Systems, NFPA 15
3. Foam-Water Sprinkler System or Foam-Water Spray Systems, NFPA 16
4. Inspections, Testing, and Maintenance of Water-Based Systems. NFPA 25
5. National Electric Code, NFPA 70
6. National Fire Alarm and Signal Code, NFPA 72

Basic Services: Services shall include, but are not limited to, the following:

1. Coordination:
    a. Coordinate all inspections with the Service Contract Administrator or designated representative.
    b. A schedule for all testing and inspections shall be provided no less than 5 days before any service is completed.

2. Quality Assurance:
    a. Inspections shall be performed by a qualified (competent, capable, trained, certified, and licensed) technician that has met all the requirements and training established by the State of Alabama Fire Marshal and the City of Mobile Fire Rescue Department.

3. Inspections and Testing - General:
    a. All inspections, testing, impairments, and record keeping shall be implemented in accordance with procedure meeting those established in the National Fire Protections Association (NFPA) Codes, 1,13,15,16,25,70, and 72.
    b. Inspections and testing shall be scheduled so as to minimize any disturbance to the regular operations of the location, personnel, and visitors.

4. Inspections and Testing - Schedule:
    a. Due to the nature of the facilities and various functions, the schedule for the Annual

and Quarterly Inspections and Testing will be coordinated via the Service Contract Administrator.

b. All Annual Inspections for Fire Sprinkler Systems and Backflow Preventers shall start upon Notice to Proceed. All City of Mobile Inspections shall be completed within a 60-day window following the Notice to Proceed. Quarterly Inspections shall be scheduled upon completion of the Annual Inspection.

5. Inspections and Testing – Requirements:
   a. Annual Inspections shall include, but are not limited to:
      i. Sprinkler Systems-per NFPA25, Chapter 5 – Table 5.1.1.2
         - Building-Assessments of the internal piping conditions
         - Control valves
         - Fire Department connections
         - Gauges (wet and deluge systems)
         - Hangers/braces/supports
         - Heat tracing
         - Hydraulic design information sign
         - Information signs
         - Sprinklers
         - Sprinklers (spare)
         - Valves
         - Antifreeze Solution
      ii. Fire Line and Potable Water Backflow Preventers – per NFPA 13 and 25, for One (1) Backflow Preventer at each facility
      iii. Standpipe and Hose System – per NFPA 25, Chapter 6 – Table 6.1.1.2
      iv. Fire Pump – per NFPA 25, Chapter 8 – Table 8.1.2
         - Flow conditions
         - Fire pump alarm signals
         - Pump house heating ventilation louvers
         - Fire pump System
      v. Valves, Valve Components, and Trim – per NFPA 25
         - Pressure reducing and relief valves
         - Main drain
         - Control valves (position/operation)
         - Full flow
         - Circulation relief
         - Pressure relief valves
   b. Quarterly Inspections shall include, but not limited to:
      i. Sprinkler Systems
         - Gauges
         - Control valves
         - Waterflow alarm devises
         - Valve supervisory alarm signal
         - Supervisory signal devices

- Hydraulic nameplate
- Waterflow alarm devices (mechanical devices)
- Vane and pressure switch type devices

ii. Fire Pump
- Electric motor driven fire pump
- Fire pump alarm signal
- Pump house heating ventilating louvers
- Fire pump system

iii. Valves, Valve Components, and Trim
- Control valves – Locked
- Tamper switches
- Pressure reducing valves
- Backflow prevention assemblies
- Main drains
- Waterflow alarms

6. System Impairments or Shut-Down: Where an impairment or shut-down of any fire protection system is required for inspection or testing purposes, the procedures outlined in NFPA 15 shall be followed.

7. Inspection and Testing Reports
   a. All Inspection and Testing Reports shall include the following:
      - The name and location
      - Facility address
      - Date of Inspection
      - Name and signature of inspector/technician
      - System description
      - A complete list of all components required to be tested/inspected with results of the testing/inspection
      - Other information as required
      - Sprinkler System and Backflow Preventers inspection/testing shall be on separate reports
   b. Deficiencies shall be clearly and legibly noted on the Report Form.
   c. Systems and/or components showing any damage, leakage, corrosion, impairment and/or non-function gauges or other equipment shall be immediately reported to the Service Contract Administrator.
   d. Inspections will be recorded on a standard report form prepared by the Service Contractor.
   e. Copies of all reports will be furnished to the Service Contract Administrator in the Building Services Department, and to the City of Mobile's Fire Marshal. Reports shall be submitted with invoices for payment.

f. Copies of all reports shall be submitted to the City of Mobile's Fire Prevention Bureau using the Fire Department Contracting Portal that is accessible through the City of Mobile Fire Department Website.
g. Backflow Preventer Inspection Reports shall be submitted to the Mobile Area Water Sewer Systems (MAWSS) Cross-Connection and Backflow Prevention Program, date February 17, 2017.

Additional Services: May include, but are not limited to, the following:

1. Additional inspections and testing may be required for potable water backflow preventers located at one of the locations listed in Attachment A – Locations, or for additional fire/potable water backflow preventers located at other City of Mobile locations. Additional backflow preventer inspections and testing shall be performed in accordance with the requirements of this Section and shall be provided only as directed by the Service Contract Administrator. Additional Services shall be billed in accordance with the Unit Prices as listed in Section 3 of the Bid Form.

Inspection Forms:

1. The inspections will be recorded on a standard report prepared by the Service Contractor.
2. Copies of all reports will be furnished to the Service Contract Administrator in the Building Services Department, and to the City of Mobile Fire Marshal. Reports shall be submitted with invoices for payment.
3. Copies of all reports shall be submitted to the City of Mobile's Fire Prevention Bureau using the Fire Department Contracting Portal that is accessible through the City of Mobile Fire Department Website.
4. Backflow Preventer Inspection Reports shall be submitted to the Mobile Area Water Sewer Systems (MAWSS) Cross-Connection and Backflow Prevention Program, date February 17, 2017.

All work shall be in accordance with the National Fire Protection Association (NFPA) Code Sections as listed above, the State of Alabama Fire Code, and all City of Mobile Regulations. Service Contractor shall be certified and hold a valid permit from the State of Alabama Fire Marshal. The work shall be performed by qualified technicians that have met the training requirements established by the State of Alabama Fire marshal and the City of Mobile Fire Rescue Department.

END OF SECTION

ATTACHMENT A - LOCATIONS

	LOCATION	ADDRESS	FIRE SPRINKLER	FIRE BACKFLOW PREVENTER	DOMESTIC BACKFLOW PREVENTER	FIRE PUMP	FIRE HOSE
1	200 Government St.	200 Government St.	✓				
2	Animal Shelter	855 Owen St.		✓			
3	Arena Parking Garage	200 S. Claiborne St.	✓			✓	
4	Arlington Park	1705 S. Broad St.			✓		
5	Convention Center	1 S. Water St.	✓	✓	✓	✓	
6	Cruise Terminal	201 S. Water St.	✓	✓	2X		
7	Azalea City Golf Course	1000 Gailard Dr.	✓	✓			
8	Azalea Road Complex	1301 Azalea Rd.					✓
9	Ben May Library	701 Government St.	✓	✓	✓	✓	
10	Connie Hudson Senior Center	3201 Hillcrest Rd.	✓	✓	✓		
11	Dotch Community Center	3100 Bank Ave.	✓	✓			
12	Dow Amphitheater	3055 Bank Ave.	✓	✓	✓		
13	Electrical Department	854 Gayle St.	✓				
14	Exploreum	65 Government St.	✓	✓	✓		
15	Fire Station #1-Freeman	6801 Overlook Rd.	✓	✓			
16	Fire Station #7-Seelhorst	5525 Commerce Blvd.	✓	✓	✓		
17	Fire Station #12-Crichton	200 Davenport Ave.	✓	✓	✓		
18	Fire Station #18-Springhill	700 Museum Dr.	✓	✓	✓		
19	Fire Station #21-Reid	512 Stimrad Rd.			✓		
20	Fire Station #26-Public Safety Complex	8080 Airport Blvd.	✓	✓	✓		
21	Fire Station #28-Berger	7050 Old Military Rd.	✓	✓	✓		
22	Harmon Rec Center	1611 Belfast St.	✓	✓			

23	Heroes Park (Theodore Park)	7171 Old Military Rd.			2X		
24	Hillsdale Community Center	558 Felhorn Rd.	✓	✓			
25	History Museum of Mobile	111 S. Royal St.	✓	✓	✓		
26	Hurtel Admin Complex	1900 Hurtel St.			✓		✓
27	Irrigation Site on Canal St. Median	Canal St.			4X		
28	MOH Park-Gymnastic Center	1711 Hillcrest Rd.		✓	✓		
29	Mobile Botanical Garden	5151 Museum Dr.		✓			
30	Mobile Museum of Art	4850 Museum Dr.	✓	✓	✓		
31	MPD HQ	2460 Government St.			✓		
32	MPD Impound Lot	1251 Virginia St.	✓	✓			
33	MPD Precinct #3	2165 St. Stephens Rd.	✓	✓			
34	National Maritime Museum	155 S. Water St.	✓	✓	✓		
35	Parks HQ	48 N. Sage Ave.	✓	✓			
36	Parkway Library	1924B Dauphin Island Parkway	✓				
37	Playhouse in the Park	4851 Museum Dr.	✓	✓			
38	Public Works Complex	770 Gayle St.			✓		
39	Public Works Body Shop	901 Kelley St.	✓	✓	✓		
40	Saenger Theater	6 S. Joachim St.	✓		✓		
41	Springhill Rec Center	1151 Springhill Ave.					✓
42	Sullivan Community Center	351 N. Catherine St.	✓	✓	✓		
43	Tardy Cottage	104 S. Lawrence	✓	✓			
44	Tricentennial Park	2121 Bragg Ave.			✓		
45	Toulminville Library	601 Stanton Rd.	✓	✓			
46	Wave Transit System	1224 W. I-65 Service Rd.			✓		
47	West Regional Library	5555 Grelot Rd.	✓	✓	✓		

Service Contractor to verify location, model, and type during field inspection.

END OF SECTION

EXHIBIT B - BID FORM

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

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

REF: PROJECT NAME: SERVICE CONTRACT – VARIOUS LOCTIONS – FIRE SPRINKLER AND BACKFLOW PREVENTER INSPECTIONS AND REPAIR

PROJECT LOCATION: VARIOUS CITY OF MOBILE LOCATIONS

PROJECT NO.: SC-019-26

In compliance with the Bid Documents and having carefully and thoroughly examined said documents for the subject Work prepared by the City of Mobile Building Services Department, dated January 7, 2026, and all subsequent Addenda thereto, as verified by the Bidder prior to submission of this Proposal and which are hereby acknowledged, the Undersigned Bidder,

COMPANY NAME: VSC Fire and Security

ADDRESS: 4940 Tufts Rd Mobile, AL 36619

PHONE: 251-706-8100 **EMAIL:** jsturm@vscfire.com

CITY OF MOBILE BUSINESS LICENSE NUMBER: 93795

CITY OF MOBILE VENDOR NUMBER: _____

SECRETARY OF STATE OF ALABAMA ACCOUNT NUMBER: _____
(Note: The Secretary of State Account Number shall be filled in only by non-resident bidders)

(Check one) [X] **(A Corporation)**
[ ] **(A Partnership)**
[ ] **(An Individual Doing Business)**

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

The Work shall commence on the date of written Notice to Proceed, issued by the City. The term of the Contract shall extend for One (1) year from the date of the Notice to Proceed with the option to renew for Two (2) additional one-year terms, by notifying the Service Contractor not less than Thirty (30) days prior to the expiration date of the preceding term. The City of Mobile shall have the right to extend the Contract at the end of the third year (2nd Additional Term) at the rates listed in Year 3, Schedule of Values, for a period not to exceed Sixty (60)

calendar days.

1. BASE BID – As specified in Scope of Work

BASE BID – SERVICE AND MAINTENANCE - shall be based on the following. All totals should be rounded to the nearest whole dollar:

YEAR 1					
	LOCATION	ADDRESS	FIRE SYSTEM INSPECTION & TESTING	BACKFLOW PREVENTER INSPECTION	TOTAL
1	200 Government St.	200 Government St.	$ 655.00		$ 655.00
2	Animal Shelter	855 Owen St.	$ N/A	$ 655.00	$ 655.00
3	Arena Parking Garage	200 S. Claiborne St.	$ 655.00	$ N/A	$ 655.00
4	Arlington Park	1705 S. Broad St.		$ 655.00	$ 655.00
5	Convention Center	1 S. Water St.	$ 435.00	$ 220.00	$ 655.00
6	Cruise Terminal	201 S. Water St.	$ 545.00	$ 110.00	$ 655.00
7	Azalea City Golf Course	1000 Gailard Dr.	$ 545.00	$ 110.00	$ 655.00
8	Azalea Road Complex	1301 Azalea Rd.	$ 655.00		$ 655.00
9	Ben May Library	701 Government St.	$ 545.00	$ 110.00	$ 655.00
10	Connie Hudson Senior Center	3201 Hillcrest Rd.	$ 545.00	$ 110.00	$ 655.00
11	Dotch Community Center	3100 Bank Ave.	$ 545.00	$ 110.00	$ 655.00
12	Dow Amphitheater	3055 Bank Ave.	$ 545.00	$ 110.00	$ 655.00
13	Electrical Department	854 Gayle St.	$ 655.00		$ 655.00
14	Exploreum	65 Government St.	$ 435.00	$ 220.00	$ 655.00
15	Fire Station #1-Freeman	6801 Overlook Rd.	$ 545.00	$ 110.00	$ 655.00
16	Fire Station #7-Seelhorst	5525 Commerce Blvd.	$ 545.00	$ 110.00	$ 655.00
17	Fire Station #12-Crichton	200 Davenport Ave.	$ 545.00	$ 110.00	$ 655.00
18	Fire Station #18-Springhill	700 Museum Dr.	$ 545.00	$ 110.00	$ 655.00
19	Fire Station #21-Reid	512 Stimrad Rd.		$ 655.00	$ 655.00
20	Fire Station #26-Public Safety Complex	8080 Airport Blvd.	$ 435.00	$ 220.00	$ 655.00
21	Fire Station #28-Berger	7050 Old Military Rd.	$ 545.00	$ 110.00	$ 655.00
22	Harmon Rec Center	1611 Belfast St.	$ 545.00	$ 110.00	$ 655.00
23	Heroes Park (Theodore Park)	7171 Old Military Rd.		$ 655.00	$ 655.00
24	Hillsdale Community Center	558 Felhorn Rd.	$ 545.00	$ 110.00	$ 655.00
25	History Museum of Mobile	111 S. Royal St.	$ 545.00	$ 110.00	$ 655.00
26	Hurtel Admin Complex	1900 Hurtel St.	$ 545.00	$ 110.00	$ 655.00
27	Irrigation Site on Canal St. Median	Canal St.		$ 655.00	$ 655.00
28	MOH Park-Gymnastic Center	1711 Hillcrest Rd.	$ N/A	$ 655.00	$ 655.00
29	Mobile Botanical Gardens	5151 Museum Dr.		$ 655.00	$ 655.00
30	Mobile Museum of Art	4850 Museum Dr.	$ 545.00	$ 110.00	$ 655.00

31	MPD HQ	2460 Government St.		$655.00	$ 655.00
32	MPD Impound Lot	1251 Virginia St.	$545.00	$110.00	$ 655.00
33	MPD Precinct #3	2165 St. Stephens Rd.	$545.00	$110.00	$ 655.00
34	National Maritime Museum	155 S. Water St.	$435.00	$220.00	$ 655.00
35	Parks HQ	48 N. Sage Ave.	$545.00	$ 110.00	$ 655.00
36	Parkway Library	1924B Dauphin Island Parkway	$ 655.00		$ 655.00
37	Playhouse in the Park	4851 Museum Dr.	$545.00	$110.00	$ 655.00
38	Public Works Complex	770 Gayle St.		$655.00	$ 655.00
39	Public Works Body Shop	901 Kelley St.	$ 435.00	$220.00	$ 655.00
40	Saenger Theater	6 S. Joachim St.	$ 545.00	$110.00	$ 655.00
41	Springhill Rec Center	1151 Springhill Ave.	$655.00		$ 655.00
42	Sullivan Community Center	351 N. Catherine St.	$N/A	$N/A	$N/A
43	Tardy Cottage	104 S. Lawrence	$545.00	$110.00	$ 655.00
44	Tricentennial Park	2121 Bragg Ave.		$655.00	$ 655.00
45	Toulminville Library	601 Stanton Rd.	$545.00	$110.00	$ 655.00
46	Wave Transit System	1224 W. I-65 Service Rd.		$655.00	$ 655.00
47	West Regional Library	5555 Grelot Rd.	$435.00	$220.00	$ 655.00
TOTALS			$ 19,075.00	$ 11,055.00	$ 30,130.00

YEAR 2

	LOCATION	ADDRESS	FIRE SYSTEM INSPECTION & TESTING	BACKFLOW PREVENTER INSPECTION	TOTAL
1	200 Government St.	200 Government St.	$ 690.00		$ 690.00
2	Animal Shelter	855 Owen St.	$ N/A	$ 690.00	$ 690.00
3	Arena Parking Garage	200 S. Claiborne St.	$ 690.00	$N/A	$ 690.00
4	Arlington Park	1705 S. Broad St.		$ 690.00	$ 690.00
5	Convention Center	1 S. Water St.	$ 580.00	$ 110.00	$ 690.00
6	Cruise Terminal	201 S. Water St.	$ 575.00	$ 115.00	$ 690.00
7	Azalea City Golf Course	1000 Gailard Dr.	$ 575.00	$ 115.00	$ 690.00
8	Azalea Road Complex	1301 Azalea Rd.	$ 690.00		$ 690.00
9	Ben May Library	701 Government St.	$ 575.00	$115.00	$ 690.00
10	Connie Hudson Senior Center	3201 Hillcrest Rd.	$ 575.00	$115.00	$ 690.00
11	Dotch Community Center	3100 Bank Ave.	$ 575.00	$115.00	$ 690.00
12	Dow Amphitheater	3055 Bank Ave.	$ 575.00	$ 115.00	$ 690.00
13	Electrical Department	854 Gayle St.	$ 690.00		$ 690.00
14	Exploreum	65 Government St.	$ 460.00	$230.00	$ 690.00
15	Fire Station #1-Freeman	6801 Overlook Rd.	$ 575.00	$115.00	$ 690.00
16	Fire Station #7-Seelhorst	5525 Commerce Blvd.	$ 575.00	$115.00	$. 690.00

17	Fire Station #12-Crichton	200 Davenport Ave.	$ 575.00	$115.00	$ 690.00
18	Fire Station #18-Springhill	700 Museum Dr.	$ 575.00	$115.00	$ 690.00
19	Fire Station #21-Reid	512 Stimrad Rd.		$ 690.00	$ 690.00
20	Fire Station #26-Public Safety Complex	8080 Airport Blvd.	$ 460.00	$ 230.00	$ 690.00
21	Fire Station #28-Berger	7050 Old Military Rd.	$ 575.00	$115.00	$ 690.00
22	Harmon Rec Center	1611 Belfast St.	$ 575.00	$115.00	$ 690.00
23	Heroes Park (Theodore Park)	7171 Old Military Rd.		$ 690.00	$ 690.00
24	Hillsdale Community Center	558 Felhorn Rd.	$ 575.00	$115.00	$ 690.00
25	History Museum of Mobile	111 S. Royal St.	$ 575.00	$115.00	$ 690.00
26	Hurtel Admin Complex	1900 Hurtel St.	$ 575.00	$115.00	$ 690.00
27	Irrigation Site on Canal St. Median	Canal St.		$ 690.00	$ 690.00
28	MOH Park-Gymnastic Center	1711 Hillcrest Rd.	$ N/A	$ 690.00	$ 690.00
29	Mobile Botanical Gardens	5151 Museum Dr.		$ 690.00	$ 690.00
30	Mobile Museum of Art	4850 Museum Dr.	$ 575.00	$115.00	$ 690.00
31	MPD HQ	2460 Government St.		$690.00	$ 690.00
32	MPD Impound Lot	1251 Virginia St.	$ 575.00	$115.00	$ 690.00
33	MPD Precinct #3	2165 St. Stephens Rd.	$ 575.00	$115.00	$ 690.00
34	National Maritime Museum	155 S. Water St.	$ 450.00	$ 240.00	$ 690.00
35	Parks HQ	48 N. Sage Ave.	$ 575.00	$ 115.00	$ 690.00
36	Parkway Library	1924B Dauphin Island Parkway	$ 690.00		$ 690.00
37	Playhouse in the Park	4851 Museum Dr.	$ 575.00	$115.00	$ 690.00
38	Public Works Complex	770 Gayle St.		$690.00	$ 690.00
39	Public Works Body Shop	901 Kelley St.	$ 460.00	$230.00	$ 690.00
40	Saenger Theater	6 S. Joachim St.	$ 575.00	$ 115.00	$ 690.00
41	Springhill Rec Center	1151 Springhill Ave.	$ 690.00		$ 690.00
42	Sullivan Community Center	351 N. Catherine St.	$N/A	$N/A	$N/A
43	Tardy Cottage	104 S. Lawrence	$ 575.00	$115.00	$ 690.00
44	Tricentennial Park	2121 Bragg Ave.		$ 690.00	$ 690.00
45	Toulminville Library	601 Stanton Rd.	$ 575.00	$115.00	$ 690.00
46	Wave Transit System	1224 W. I-65 Service Rd.		$ 690.00	$ 690.00
47	West Regional Library	5555 Grelot Rd.	$ 575.00	$ 115.00	$ 690.00
TOTALS			$ 20,350.00	$ 11,390.00	$ 31,740.00

YEAR 3					
	LOCATION	**ADDRESS**	**FIRE SYSTEM INSPECTION & TESTING**	**BACKFLOW PREVENTER INSPECTION**	**TOTAL**
1	200 Government St.	200 Government St.	$ 690.00		$ 690.00
2	Animal Shelter	855 Owen St.	$ N/A	$ 690.00	$ 690.00

3	Arena Parking Garage	200 S. Claiborne St.	$ 690.00	$ N/A	$ 690.00
4	Arlington Park	1705 S. Broad St.		$ 690.00	$ 690.00
5	Convention Center	1 S. Water St.	$ 580.00	$ 110.00	$ 690.00
6	Cruise Terminal	201 S. Water St.	$ 580.00	$ 110.00	$ 690.00
7	Azalea City Golf Course	1000 Gailard Dr.	$ 570.00	$ 120.00	$690.00
8	Azalea Road Complex	1301 Azalea Rd.	$ 690.00		$690.00
9	Ben May Library	701 Government St.	$ 570.00	$ 120.00	$690.00
10	Connie Hudson Senior Center	3201 Hillcrest Rd.	$ 570.00	$ 120.00	$690.00
11	Dotch Community Center	3100 Bank Ave.	$ 570.00	$ 120.00	$690.00
12	Dow Amphitheater	3055 Bank Ave.	$ 570.00	$ 120.00	$690.00
13	Electrical Department	854 Gayle St.	$ 690.00		$690.00
14	Exploreum	65 Government St.	$ 450.00	$ 240.00	$ 690.00
15	Fire Station #1-Freeman	6801 Overlook Rd.	$ 570.00	$ 120.00	$ 690.00
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27	Irrigation Site on Canal St. Median	Canal St.		$ 690.00	$ 690.00
28	MOH Park-Gymnastic Center	1711 Hillcrest Rd.	$ N/A	$ 690.00	$ 690.00
29	Mobile Botanical Gardens	5151 Museum Dr.		$ 690.00	$ 690.00
30	Mobile Museum of Art	4850 Museum Dr.	$ 570.00	$ 120.00	$ 690.00
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32	MPD Impound Lot	1251 Virginia St.	$ 570.00	$ 120.00	$ 690.00
33	MPD Precinct #3	2165 St. Stephens Rd.	$ 570.00	$ 120.00	$ 690.00
34	National Maritime Museum	155 S. Water St.	$ 570.00	$ 120.00	$ 690.00
35	Parks HQ	48 N. Sage Ave.	$ 570.00	$ 120.00	$ 690.00
36	Parkway Library	1924B Dauphin Island Parkway	$ 690.00		$ 690.00
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39	Public Works Body Shop	901 Kelley St.	$ 450.00	$ 240.00	$ 690.00
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46	Wave Transit System	1224 W. I-65 Service Rd.		$ 690.00	$ 690.00
47	West Regional Library	5555 Grelot Rd.	$ 450.00	$ 240.00	$ 690.00
TOTALS			$ 20,210.00	$ 11,530.00	$ 31,740.00

2. CONTRACT SUM:

The City shall pay the Service Contractor for the term of the Contract, for time and material, subject to additions and deductions provided therein, in current funds, the sum as follows:

Year 1 (Initial Term):

Thirty Thousand One Hundred and Thirty **and 00/100 Dollars** $ 30,130.00

(Amount in Words) **(Amount in Numbers)**

Year 2 (First Additional Term):

Thirty One Thousand Seven Hundred and Forty **and 00/100 Dollars** $ 31,740.00

(Amount in Words) **(Amount in Numbers)**

Year 3 (Second Additional Term):

Thirty One Thousand Seven Hundred and Forty **and 00/100 Dollars** $ 31,740.00

(Amount in Words) **(Amount in Numbers)**

Total (Year 1+ Year 2+ Year 3):

Ninety Three Thousand Six Hundred and Ten **and 00/100 Dollars** $ 93,610.00

(Amount in Words) **(Amount in Numbers)**

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

3. ADDITIONAL SERVICES:

UNIT PRICES – for Additional Services as specified in Exhibit A - Scope of Work:

The City of Mobile may also request additional services at varied frequencies, as needed, as directed. The Service Contractor shall give written notice to the City and obtain written authorization from the City before commencing such Services. Unit pricing listed should match the pricing used to formulate the corresponding year's bids above. The following rates shall apply:

Hourly Rates: For work performed outside the basic scope of services and not included in the total Bid:

A. Regular Time (7am to 5pm, Monday through Friday):

Year 1: $ 105.00 per hour; Year 2: $ 115.00 per hour; Year 3: $ 120.00 per hour

B. Overtime (5pm to 8am, Monday through Friday, and Weekends):

Year 1: $ 155.00 per hour; Year 2: $ 165.00 per hour; Year 3: $ 175.00 per hour

C. Overtime Holidays (Bidder's Holidays):

Year 1: $ 195.00 per hour; Year 2: $ 205.00 per hour; Year 3: $ 225.00 per hour

Parts/Material: for furnishing equipment, parts or other materials:
Service Contractor's Direct Cost plus Fifteen percent (15%).

* Direct cost shall be based on the invoiced amount from supplier/manufacturer and shall include all shipping/delivery costs and all applicable sales and use taxes.

The City of Mobile reserves the right to add, remove and modify services, as needed during the term of this Agreement.

5. BID INCLUDES:
Addendum Number 1, Dated 1/26/2026
Addendum Number _____, Dated _____
Addendum Number _____, Dated _____

6. NON-DISCRIMINATION: The undersigned Bidder certifies that he/she will comply with Federal, State and local laws concerning discrimination, including Chapter 14, Code of the City of Mobile, adopted December 10, 1991, and as amended December 18, 2018.

QUESTIONS: To be answered by all vendors (regardless of whether intending to claim a preference):

A. Do you operate a place of business within the City of Mobile or the City's police jurisdiction? If so, please describe the nature and location of your business facility here, addressing the factors mentioned above.
Yes, we operate a business in Tillmans Corner.

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

C. Should the City consider your business: woman-owned, a small business, minority owned, veteran-owned, or disadvantaged-owned?_____. If so, please provide any evidence for why the City should consider your business to be characterized in one or more of these categories. Please submit any current certifications you may have relating to these categories.
No

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

A. Reference #1
Company Name: Airbus
Company Address: 320 Airbus Way Mobile, AL 36615
Telephone: 251-439-4000
Type of Work: Inspection / Service Work / Installation
Dates: 12/2025 - Current

B. Reference #2
Company Name: Baldwin County Board of Education
Company Address: 23651 Flowers Road Robertsdale, AL 36567
Telephone: 251-970-4405
Type of Work: Inspections / Service Work / Installation
Dates: 7/2017 - Current

C. Reference #3
Company Name: Austal Shipyard
Company Address: 100 Austal Way Mobile, AL 36602
Telephone: 251-434-8000
Type of Work: Inspection / Service Work / Installation
Dates: 9/2025 - Current

8. DOCUMENTS TO BE SUBMITTED AT TIME OF BID:

- Bid Form
- Subcontracting & Major Supplier Plan, if applicable
- Secretary of State Authorization (Out of State Bidders Only)
- Any additional information, as required by Project Manual

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

COMPANY NAME:

VSC Fire and Security
(Typed)

BY: _____
(Signature of Company Officer)

COMPANY OFFICER: Marcus Brister
(Typed)

TITLE Division Manager Mobile Office
(Typed)

DATE 2/4, 20 26

Sworn to and subscribed before me this 4th **day of** Feb, 2026

_____
Notary Public

MARION KIRSCHNER
NOTARY PUBLIC
State of Alabama - State at Large
My Commission Expires Mar. 14, 2028

.00

END OF SECTION

SUBCONTRACTING & MAJOR SUPPLIER PLAN

OFFICE OF SUPPLIER DIVERSITY

CITY OF MOBILE

Subcontracting and Major Supplier Plan

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

Bidders and Proposers – Please complete and submit these forms as required by your City of Mobile Bid or Proposal Specification.

If you are submitting a proposal in response to a Request for Qualifications, Request for Proposal, or other solicitation ("Solicitations") issued by the City of Mobile, the bid specification may require you to utilize disadvantaged business enterprise ("DBE") subcontractors and suppliers. If DBE participation is required, you must complete and submit these forms with your proposal. If required, failure to submit this form will render your bid non-responsive. NOTE: To satisfy participation requirements for a federally funded project, you must utilize DBEs certified through the Alabama Unified Certification Program.

If DBE participation is required, and you fail to satisfy the participation requirement, you must show that you made a good faith effort to include such participation; you will be required to submit DBE Compliance Form 2 and include additional information if needed. When so required, failure to address adequately the good faith effort factors on Form 2 will render your bid or proposal non-responsive. The "good faith effort" factors on Form 2 are not intended to be a mandatory, exhaustive, or exclusive.

You are encouraged to work with the City of Mobile Supplier Diversity Manager when preparing this form. Please consult with the City Supplier Diversity Manager for a list of eligible DBEs. The "good faith effort" factors on **Form 2** are not intended to be mandatory, exhaustive, or exclusive: they are a tool to help you, and the City of Mobile, determine whether you made efforts which, by their scope, intensity, and appropriateness to the objective, would reasonably be expected to fulfill the participation requirement.

About **"DBEs"**: Disadvantaged business enterprise or DBE means a for-profit small business concern (1) That is at least 51 percent owned by one or more individuals who are both socially and economically disadvantaged or, in the case of a corporation, in which 51 percent of the stock is owned by one or more such individuals; and (2) whose management and daily business operations are controlled by one or more of the socially and economically disadvantaged individuals who own it.

About **"Good Faith" Effort**: Good faith efforts means efforts to achieve a DBE goal or other requirement of this part which, by their scope, intensity, and appropriateness to the objective, can reasonably be expected to fulfill the program requirement. The City of Mobile expects contractors holding large contracts to recruit and engage DBEs to be a part of their team.

Failure to submit this form, when so required by the bid or proposal specification, will render your bid non-responsive.

OFFICE OF SUPPLIER DIVERSITY

CITY OF MOBILE

Subcontracting and Major Supplier Plan

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

FORM 1: Background and Plan (Cont'd

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

Please Print Company_____ Your Bid/Proposal Amount $_____ Date:

____/ ____/____ Description_____

Name of Bidder/Proposer: _____

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

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

OFFICE OF SUPPLIER DIVERSITY

CITY OF MOBILE

Subcontracting and Major Supplier Plan

Form 2: Good Faith Effort Documentation

Name of Bidder: VSC Fire and Security

Contact Person: Justin Sturm Phone 251-706-8100 Email jsturm@vscfire.com

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

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

OFFICE OF SUPPLIER DIVERSITY

CITY OF MOBILE

Subcontracting and Major Supplier Plan

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

CONTRACT RECORDS:

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

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

Section 2(B)

____ There are not ways to break out 15% of the value of this contract for subcontractors / suppliers. Provide further detail in Section2(c) if the inability to break-out 15% of the value of the contract was the reason, or a reason, you could not meet the participation requirements.

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

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

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

_____

_____

Page **5** of **5**
Subcontractor/Supplier Plan

END OF SECTION

VSC Fire & Security, Inc.

Entity ID Number	000-942-506
Entity Type	Foreign Corporation
Principal Address	10343 B KINGS ACRES RD ASHLAND, VA 23005
Principal Mailing Address	Not Provided
Status	Exists
Place of Formation	Virginia
Formation Date	02/21/1990
Qualify Date	08/17/2009
Registered Agent Name	COGENCY GLOBAL INC
Registered Office Street Address	2 NORTH JACKSON STREET SUITE 605 MONTGOMERY, AL 36104
Registered Office Mailing Address	2 NORTH JACKSON STREET SUITE 605 MONTGOMERY, AL 36104
Nature of Business	
Capital Authorized	
Capital Paid In	
Annual Reports	
Report Year	2010 2011 2012 2013 2014 2015 2016 2017 2018 2019 2020 2021 2022 2023 2024
Transactions	
Transaction Date	04/27/2010
Registered Agent Changed From	CSC LAWYERS INCORPORATING SRV INC CORPORATION SERVICE COMPANY 150 S PERRY ST MONTGOMERY, AL 36104
Transaction Date	04/15/2011
Registered Agent Changed From	NATIONAL CORPORATE RESEARCH LTD INC 2527 COLLEGE ST MONTGOMERY, AL 36104
Transaction Date	06/02/2017

VSC Fire & Security, Inc.

Registered Agent Changed From	NATIONAL CORPORATE RESEARCH LTD INC 2094 MYRTLEWOOD DRIVE MONTGOMERY, AL 36111

Scanned Documents

Purchase Document Copies

Document Date / Type / Pages	08/17/2009	Certificate of Formation 1 pg.
Document Date / Type / Pages	04/27/2010	Registered Agent Change 1 pg.
Document Date / Type / Pages	04/15/2011	Registered Agent Change 1 pg.
Document Date / Type / Pages	06/02/2017	Registered Agent Change 1 pg.

Browse Results New Search

E-Verify

Welcome
Charles Pursell

MENU

Company Information

Company Name
VSC Fire & Security, Inc.

Company ID Number
301243

Doing Business As (DBA) Name
--

DUNS Number
609673215

Physical Location

Address 1
10343-B Kings Acres Road

Address 2
--

City
Ashland

State
VA

Zip Code
23005

County
HANOVER

Mailing Address

Address 1
--

Address 2
--

City
--

State
--

Zip Code

--

Additional Information

Employer Identification Number
541543122

Total Number of Employees
1,000 to 2,499

Parent Organization
--

Administrator
--

Organization Designation

Employer Category
Federal Contractor with FAR E-Verify Clause

Federal Contractor Category
None of these categories apply

Employees Being Verified
All new hires and all existing employees assigned to a Federal contract

View / Edit

NAICS Code
238 - SPECIALTY TRADE CONTRACTORS

View / Edit

Total Hiring Sites
17

View / Edit

Total Points of Contact
1

View / Edit

View Original MOU Template

View MOU

Last Login: 06/01/2020 01:20 PM

U.S. Department of Homeland Security

U.S. Citizenship and Immigration Services

Enable Permanent Tooltips

Accessibility

Download Viewers

EXHBIT C – CITY OF MOBILE INSURANCE REQUIREMENTS

Contractor

Insurance – For the duration of this agreement, the Contractor shall maintain the following minimum amounts for this project:

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. Employers 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. Comprehensive General Liability Insurance:

1. Comprehensive General Liability (occurrence form) including coverage for products/completed operations, independent contractors, blanket contractual liability specifically covering the obligations assumed by Contractor.

2. Limits of Liability: $1,000,000 combined single limit of liability each occurrence bodily injury or property damage.

3. General Aggregate Limit shall apply on a "Per Project" Basis.

C. Automobile Liability Insurance:

1. 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 for each accident for bodily injury and/or property damage.

D. Excess/ Umbrella Liability Insurance

1. Provide following form coverage for Employer's Liability, Comprehensive General Liability, and Automobile Liability.

2. Limit of Liability: $2,000,000 combined single limit of liability for each occurrence for bodily injury or property damage.

CERTIFICATE OF LIABILITY INSURANCE ENDORSEMENT PAGE

The policy endorsements listed below 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).

Waiver of Subrogation – All polices of insurance shall be endorsed to waive rights of subrogation in favor of the City of Mobile.

Additional Insured – All policies of insurance, except those referenced under paragraph A, shall be endorsed to name City of Mobile as an Additional Insured.

Primary Insurance – All policies of insurance, except those referenced under paragraph A, shall be endorsed to provide that all such insurances are primary and non-contributing with any other insurance maintained by City of Mobile.

Certificates of Insurance – General – Within ten (10) calendar days from date of issuance of Contract forms for execution. Consultant shall deliver to the City of Mobile, certificates of insurance (standard ACORD format) certifying the existence and limits of the insurance coverages along with separate policy endorsements as described above. Consultant shall also be responsible for delivering policy renewal certificates to the City of Mobile. A sample Certificate of Liability Insurance form, including the policy endorsement, is attached for Consultant's reference.

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 2/25/2026

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
McGriff, a MMA LLC Company
7701 Airport Center Drive
Greensboro NC 27409

CONTACT NAME: Cindy Cerbo
PHONE (A/C, No, Ext): 804-678-5000 **FAX (A/C, No):** 888-751-3010
E-MAIL ADDRESS: MCG.RICVABCERTS@MarshMMA.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : National Union Fire Ins Co of Pitt. PA	19445
INSURER B : Travelers Casualty & Surety Company	31194
INSURER C : Endurance American Specialty Ins. Co.	41718
INSURER D : Navigators Specialty Insurance Company	36056
INSURER E : Steadfast Insurance Company	26387
INSURER F : New Hampshire Insurance Company	23841

INSURED 35VSCFIR
VSC Fire & Security, Inc.
VSC 21
Attn: Kimberly Williams
4940 Tufts Road
Mobile AL 36619

COVERAGES **CERTIFICATE NUMBER:** 504081079 **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	X **COMMERCIAL GENERAL LIABILITY** CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY [X] PRO-JECT [X] LOC OTHER:	Y	Y	5180114	3/1/2026	3/1/2027	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 5,000,000 $ 1,000,000 $ 25,000 $ 5,000,000 $ 10,000,000 $ 10,000,000
A	**AUTOMOBILE LIABILITY** X ANY AUTO OWNED AUTOS ONLY HIRED AUTOS ONLY SCHEDULED AUTOS NON-OWNED AUTOS ONLY	Y	Y	2961544	3/1/2026	3/1/2027	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 5,000,000 $ $ $
D E	**UMBRELLA LIAB** [X] OCCUR X **EXCESS LIAB** CLAIMS-MADE DED RETENTION $	Y	Y	GA25EXCZ07KK61C SXS394812200	3/1/2026 3/1/2026	3/1/2027 3/1/2027	EACH OCCURRENCE AGGREGATE 2nd Layer Excess*	$ 3,000,000 $ 3,000,000 $ 3,000,000
F	**WORKERS COMPENSATION AND EMPLOYERS' LIABILITY** ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N: N **(Mandatory in NH)** If yes, describe under DESCRIPTION OF OPERATIONS below	N / A	Y	WC066656834	3/1/2026	3/1/2027	X PER STATUTE OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ 1,000,000 $ 1,000,000 $ 1,000,000
B C	Third Party Crime Professional Liab and Pollution Liability	Y	Y Y	107185785 NV10015597700	3/1/2026 3/1/2026	3/1/2027 3/1/2027	$5,000,000 Limit $10M/$10M Claim/Agg $10M/$10M Claim/Agg	$50,000/Ded $50,000/SIR $50,000/SIR

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

*Second Layer Excess Liablity Policy #SXS394812200 - (Steadfast Insurance Company) Limit: $3,000,000 Each Occurrence/Aggregate; Eff. 03/01/26 - 03/01/27.

**Certificate Holder is/are included as Additional Insured with respect to General Liability (including ongoing and completed operations), Automobile Liability and Pollution Liability (including ongoing and completed operations) and coverage is Primary and Non-Contributory where required by written contract. XCU is included under the General Liability policy. Mold/Fungus is included under the Pollution Liability policy.
General Liability, Automobile Liability and Employers Liability are scheduled as underlying policies as respects Excess coverage.
See Attached...

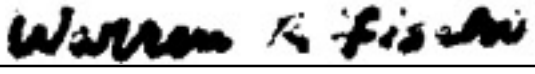
CERTIFICATE HOLDER

City of Mobile
PO Box 1827
Mobile PA 38633

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE



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AGENCY CUSTOMER ID: 35VSCFIR

LOC #:

ADDITIONAL REMARKS SCHEDULE

AGENCY McGriff, a MMA LLC Company	NAMED INSURED VSC Fire & Security, Inc. VSC 21 Attn: Kimberly Williams 4940 Tufts Road Mobile AL 36619
POLICY NUMBER	
CARRIER / NAIC CODE	EFFECTIVE DATE:

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

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

The Excess Liability is follow form with regards to Additional Insured status.
Waiver of Subrogation is included with respect to General Liability, Automobile Liability and Workers Compensation Coverage where required by written contract.
Waiver of Subrogation is included with respect to Pollution Liability against any person or organization included in the definition of an Insured or against the Insured's Clients or their Designees if prior to the Pollution Claim, a waiver of subrogation was required and accepted under a specific contractual undertaking by the Insured.
Waiver of Subrogation is included with respect to Professional Liability against any person or organization included in the definition of an Insured or against the Insured's Clients or their Designees if prior to the Professional liability Claim, a waiver of subrogation was required and accepted under a specific contractual undertaking by the Insured.
In the event of cancellation by the insurance company(ies) the General Liability, Automobile Liability, Excess Liability, Workers Compensation, Professional Liability and Pollution Liability policy(ies) have been endorsed to provide 30 days' Notice of Cancellation (except when due to non-payment) to the certificate holder.**

Project Name: Service Contract – Various Locations – Fire Sprinkler and Backflow Preventer Inspections and Repair Project Number: SC019-26

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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 WRITTEN CONTRACT OR AGREEMENT YOU HAVE ENTERED INTO.	PER THE WRITTEN CONTRACT OR AGREEMENT.
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

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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:

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.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED - OWNERS, LESSEES OR CONTRACTORS - COMPLETED OPERATIONS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)	Location And Description Of Completed Operations
ANY PERSON OR ORGANIZATION WHOM YOU BECOME OBLIGATED TO INCLUDE AS AN ADDITIONAL INSURED AS A RESULT OF ANY WRITTEN CONTRACT OR AGREEMENT YOU HAVE ENTERED INTO.	PER THE WRITTEN CONTRACT OR AGREEMENT.
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" or "property damage" caused, in whole or in part, by "your work" at the location designated and described in the Schedule of this endorsement performed for that additional insured and included in the "products-completed operations hazard".

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;

whichever is less.

This endorsement shall not increase the applicable limits of insurance.

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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.

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POLICY NUMBER: 518-01-14

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):
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.

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POLICY NUMBER: 296-15-44

COMMERCIAL AUTO
CA 20 01 11 20

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

LESSOR - ADDITIONAL INSURED AND LOSS PAYEE

This endorsement modifies insurance provided under the following:

AUTO DEALERS COVERAGE FORM
BUSINESS AUTO COVERAGE FORM
MOTOR CARRIER COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

This endorsement changes the Policy effective on the inception date of the Policy unless another date is indicated below.

Named Insured: VSC FIRE & SECURITY, INC.

Endorsement Effective Date: 03/01/2026

SCHEDULE

Insurance Company: NATIONAL UNION FIRE INSURANCE COMPANY OF PITTSBURGH, PA.		
Policy Number: 296-15-44	**Effective Date:** 03-01-2026	
Expiration Date: 03-01-2027		
Named Insured: VSC FIRE & SECURITY, INC.		
Address: 1800 BAYBERRY COURT SUITE 200, RICHMOND, VA 23226		
Additional Insured (Lessor):		
Address:		
Designation Or Description Of "Leased Autos": ALL "AUTOS" UNDER A LEASING OR RENTAL AGREEMENT BETWEEN THE "INSURED" AND THE LESSOR LISTED ABOVE AS THE ADDITIONAL INSURED THAT REQUIRES DIRECT PRIMARY INSURANCE.		
Coverages	**Limit Of Insurance Or Deductible**	
Covered Autos Liability	$ 5,000,000	**Each "Accident"**
Comprehensive	$ 250	**Deductible For Each Covered "Leased Auto"**
Collision	$ 500	**Deductible For Each Covered "Leased Auto"**
Specified Causes Of Loss	$	**Deductible For Each Covered "Leased Auto"**
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.		

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A. Coverage

1. Any "leased auto" designated or described in the Schedule will be considered a covered "auto" you own and not a covered "auto" you hire or borrow.
2. For a "leased auto" designated or described in the Schedule, the **Who Is An Insured** provision under **Covered Autos Liability Coverage** is changed to include as an "insured" the lessor named in the Schedule. However, the lessor is an "insured" only for "bodily injury" or "property damage" resulting from the acts or omissions by:
   a. You;
   b. Any of your "employees" or agents; or
   c. Any person, except the lessor or any "employee" or agent of the lessor, operating a "leased auto" with the permission of any of the above.
3. The coverages provided under this endorsement apply to any "leased auto" described in the Schedule until the expiration date shown in the Schedule, or when the lessor or his or her agent takes possession of the "leased auto", whichever occurs first.

B. Loss Payable Clause

1. We will pay, as interest may appear, you and the lessor named in this endorsement for "loss" to a "leased auto".
2. The insurance covers the interest of the lessor unless the "loss" results from fraudulent acts or omissions on your part.
3. If we make any payment to the lessor, we will obtain his or her rights against any other party.

C. Cancellation

1. If we cancel the Policy, we will mail notice to the lessor in accordance with the Cancellation Common Policy Condition.
2. If you cancel the Policy, we will mail notice to the lessor.
3. Cancellation ends this agreement.

D. The lessor is not liable for payment of your premiums.

E. Additional Definition

As used in this endorsement:

"Leased auto" means an "auto" leased or rented to you, including any substitute, replacement or extra "auto" needed to meet seasonal or other needs, under a leasing or rental agreement that requires you to provide direct primary insurance for the lessor.

ENDORSEMENT

This endorsement, effective 12:01 A.M. 03/01/2026
forms a part of Policy No. 296-15-44
issued to VSC FIRE & SECURITY, INC.
by NATIONAL UNION FIRE INSURANCE COMPANY OF PITTSBURGH, PA.

INSURANCE PRIMARY AS TO CERTAIN ADDITIONAL INSUREDS

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)

ENDORSEMENT

This endorsement, effective 12:01 A.M. 03/01/2026
forms a part of Policy No. 296-15-44
issued to VSC FIRE & SECURITY, INC.
by NATIONAL UNION FIRE INSURANCE COMPANY OF PITTSBURGH, PA.

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 recover 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

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 03/01/2026 forms a part of Policy No. WC 066-65-6834

Issued to VSC FIRE & SECURITY, INC.

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 TO WHOM YOU BECOME OBLIGATED TO WAIVE YOUR RIGHTS OF RECOVERY AGAINST, UNDER ANY CONTRACT OR AGREEMENT YOU ENTER INTO PRIOR TO THE OCCURRENCE OF LOSS.

CONTINUED NEXT PAGE

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 Don Bailey

Authorized Representative

Addendum No. 1

To: Service Contract Providers

From: David Stultz
City of Mobile Building Services Department - Contract Administrator

Re: Service Contract – Various Locations – Fire Sprinkler and Backflow Preventer Inspections and Repair

Project #SC-019-26

Date: January 26, 2026

This Addendum forms a part of, and modifies, the Bid Documents for the above referenced project, dated January 14, 2026. Acknowledge the receipt of this Addendum No. 1, and all subsequent Addenda, if any, in the space provided on the Bid Form. **Failure to do so may subject Bidder to disqualification.**

General:

Item 1. The Pre-Bid Conference Agenda and Attendance Roster, dated January 21, form part of Addendum No. 1 as Attachment A.

Item 2. Question: "How many hoses are at each location?"

Answer: Azalea Road Complex: 2
Saenger Theater: 12
Springhill Rec Center: 2
Convention Center: Building has hose cabinets, but none are present. Fire extinguishers are in place of hoses.

Item 3. Question: "Are you able to provide a device breakdown for the sprinkler systems, how many risers both wet/dry?"
"How many PIV valves are there if any at each location?"
"How many hydrants?"

Answer: This information is unavailable. 2025 Inspection reports can be provided upon request. Please reply in writing to the Contract Administrator by 2:00pm January 30th, 2026, for requested copies. All are available except for the new Arena Parking Garage. This will be the first maintenance inspection completed on the system following the installation. Site visits are available. Please contact the Contract Administrator for scheduling.

Item 4. Addition to Scope of Work – Attachment A – Locations: The National Maritime Museum of the Gulf, located at 155 S. Water Street, has a Fire Pump. Please include inspection of this equipment when completing the Bid Form.

ATTENDANCE ROSTER

PURPOSE	PROJECT	LOCATION	DATE
Pre-Bid Conference	SC-019-26 Service Contract - Various Locations - Fire Sprinkler and Backflow Preventer Inspections and Repair	205 Government Street, South Tower, 5th Floor REAM Confrence Room	1/21/2026

NAME	ORGANIZATION	OFFICE	CELL	EMAIL
David Stultz	City of Mobile		251-709-1428	david.stultz@cityofmobile.org
Russell Herring	Arena Fire Protection		251-622-0773	russell@arenafire.com
Jack Courtney	Hiller Fire		251-455-0533	jcourtney@hillerproposes.com
Justin Strum	VSC Fire and Security		317-468-5416	jstrum@vscfire.com
James Yarbrough	Firetrol Protection Systems		251-300-7382	jyarbrough@firetrol.net

Attachment A

Service Contract – Various City Locations – Fire Sprinkler and Backflow Preventer Inspections and Repair

Project # SC-019-26
PRE-BID Meeting

11:00am Wednesday, January 21, 2026
205 Government Street, Mobile, Alabama 36602

AGENDA

Attendance roster: Include a contact person and an e-mail address where any Addenda should be sent. Please write legibly.
Introductions – Building Services Department, Service Contract Administrator: David Stultz 251-709-1428 cell; david.stultz@cityofmobile.gov

Discussion on the Scope of Work:

1. The scope of this project is to:
2. Provide a Base Bid for all Inspections required for Fire Sprinkler Systems and Backflow Preventers at various locations throughout the City as outlined in the Scope of Work, Exhibit A
3. Unit Pricing as specified on the Bid Form for labor and parts outside the Scope of Work
4. City of Mobile Business License and Certificate of Insurance shall be required by the Service Contractor for the duration of the contract.
5. Generally, the facilities will remain open to the public and City of Mobile maintenance crews. Service Contractor shall provide a monthly schedule to Building Services so site personnel can be informed, or arrangements can be made to access locked facilities.
6. Site access shall be limited to pre-approved locations agreed upon in advance by Building Services. Contractor parking shall not impede the flow of traffic or use of the facility by the City of Mobile, its occupants, or its guests.
7. Service Contractor shall take every precaution to avoid damage to the existing facility and its amenities and shall at their own costs make repairs if damage occurs.
8. Any proposed changes to the Scope of Work shall be submitted to the Building Services Contract Administrator for approval in advance of commencement of any work.
9. Work hours shall typically be 7am to 4pm for Fire Stations & Police Precincts. All other facilities' work hours shall be 8am to 4pm.
10. Upon coordination with the Building Services Contract Administrator, Contractor shall start with the project within 10 days following the written Notice to Proceed.
11. Contract duration is One (1) year from the written Notice to Proceed, with the option, at the City of Mobile's sole discretion, to extend the contract for two (2) terms following the initial year.

Bidding instructions, forms, special requirements and time:

1. Any observed ambiguities, discrepancies, omissions or errors in any part of the contract documents shall be submitted as written RFIs to David Stultz at david.stultz@cityofmobile.gov
2. Official clarifications or corrections will be made by written addendum sent to all registered prospective Bidders via e-mail. Building Services Contract Administrator shall issue all addenda.
3. Cut off time for submission of RFIs is three (3) calendar days prior to the Bid Opening date by 3:00pm.

4. City of Mobile Mun. Code Sec 14-2 requires that the city in all contracts have contractors make every reasonable effort to have at least fifteen percent participation by socially and economically disadvantaged subcontractors and/or material suppliers who are certified as a Disadvantaged Business Enterprises. Documentation of this effort shall be required and included in the Bid.
5. Receipt of Sealed Bids shall be Wednesday, February 4, 2026, no later than 2:00 pm in the City Clerk's office, 9th Floor, Government Plaza, South Tower. Bids will be publicly opened at 2:30pm on the same day in the Atrium Lobby.
6. Bids shall be submitted only on a copy of the Bid Form included in the Project Manual, and shall include all required forms requested, as applicable. Bids submitted digitally or without the proper documentation or envelope shall be rejected.

Additional Requirements within 10 Days of Contract Award:

1. A valid City of Mobile business license for the duration of the contract period
2. E-verify Documentation: The Beason-Hammond Taxpayer Protection Act applies to this project. Contractor shall comply with the requirements of this Act and show proof of enrollment in the E-verify program by submitting the electronically generated Federal E-verify document prior to signing of the construction contract. (see Project Manual)
3. Certificate of Insurance in amounts and with all endorsements as required by the City of Mobile (see attached Certificate of Insurance).
4. A current W-9 Taxpayer Identification Form and City of Mobile Vendor Information Form must be on file with the City of Mobile prior to issuance of Contract.
5. On all documents: City of Mobile Business License, the Alabama Secretary of State Business Identity, the Alabama Secretary of State Certificate of Authority (out of state contractors), E-verify documentation, and ACORD Insurance Form, the Contractors name shall be EXACTLY the same.

Payment requirements.

1. Invoices for services rendered shall be submitted monthly by the Service Contractor to the Building Services Contract Administrator and all Invoices shall be received no later than the 25th day for the month in service.

Review of Scope of Work Exhibits

Adjourn

LEGAL DEPARTMENT — CONTRACT REVIEW COVER SHEET [REVIEW # ____]

To: DAVID STULTZ / REAM
Requester / Department

From: City of Mobile Legal Department
Date: 1/14/26
CityLaw ID: A26-1168 AND A26-1169
Project / Contract Title: SERVICE CONTRACTS - A26-1168 FIRE ALARMS / A26-1169 FIRE SPRINKERS
Vendor / Consultant: INVITATIONS TO BID

I. DOCUMENTS SUBMITTED FOR LEGAL REVIEW (✓ all that apply)

- ☐ Contract / Agreement / MOU / Easement
- ☐ Exhibit A – Scope of Work
- ☐ Exhibit B – Compensation or Fee Schedule
- ☐ Exhibit C – Insurance Requirements
- ☐ Certificate of Insurance (COI)
- ☐ Endorsements
- ☐ Resolution
- ☐ Amendment(s)
- ☐ Change Order(s)
- ☐ Contract Prior Amendments/Change Orders
- ☐ E-Verify documents
- ☐ Other (specify): INVITATION TO BID - INCLUDES CONTRACT AND A THROUGH C

II. LEGAL REVIEW STATUS

■ **Approved as to Legal Form and Compliance** — All submitted documents have been reviewed and approved for legal compliance.

■ *Requires revision before final approval*

III. FOR CIVICPLUS AND ADOBE MATTERS
[The following items were not submitted to Legal for Review]

- ☐ Contract / Agreement / MOU / Easement
- ☐ Exhibit A – Scope of Work
- ☐ Exhibit B – Compensation or Fee Schedule
- ☐ Exhibit C – Insurance Requirements
- ☐ Certificate of Insurance (COI)
- ☐ Endorsements
- ■ Resolution
- ☐ Amendment(s)
- ☐ Change Order(s)
- ☐ Contract Prior Amendments/Change Orders
- ☐ E-Verify documents
- ■ Other (specify): WE RECOMMEND INSERTING INTO THE CONTRACT THE PROVIDED NON-ASSIGNMENT LANGUAGE.

V. LEGAL DEPARTMENT SIGN-OFF

BRYAN HORSLEY — **Reviewed By**
1/14/26 — **Date**

LEGAL DEPARTMENT — CONTRACT REVIEW COVER SHEET [REVIEW # ____]

To: DAVID STULTZ / REAM
Requester / Department

From: City of Mobile Legal Department
Date: 2/19/26
CityLaw ID: A26-1395 AND A26-1396
Project / Contract Title: SERVICE CONTRACTS - FIRE ALARM INSPECTION AND REPAIR / AND FIRE SPRINKER INSPECTION AND REPAIR
Vendor / Consultant: ARENA FIRE PROTECTION INC. / VSC FIRE & SECURITY, INC.

I. DOCUMENTS SUBMITTED FOR LEGAL REVIEW (✓ all that apply)

- ■ Contract / Agreement / MOU / Easement
- ■ Exhibit A – Scope of Work
- ■ Exhibit B – Compensation or Fee Schedule
- ■ Exhibit C – Insurance Requirements
- ■ Certificate of Insurance (COI)
- ■ Endorsements
- ☐ Other (specify): _____
- ■ Resolution
- ☐ Amendment(s)
- ☐ Change Order(s)
- ☐ Contract Prior Amendments/Change Orders
- ■ E-Verify documents

II. LEGAL REVIEW STATUS

■ **Approved as to Legal Form and Compliance** — All submitted documents have been reviewed and approved for legal compliance.

■ *Requires revision before final approval*

III. FOR CIVICPLUS AND ADOBE MATTERS
[The following items were not submitted to Legal for Review]

- ☐ Contract / Agreement / MOU / Easement
- ☐ Exhibit A – Scope of Work
- ☐ Exhibit B – Compensation or Fee Schedule
- ☐ Exhibit C – Insurance Requirements
- ☐ Certificate of Insurance (COI)
- ☐ Endorsements
- ■ Other (specify): PLEASE HAVE ARENA FIRE PROTECTION INC. (1) INCLUDE AN UPDATED/RENEWAL CERTIFICATE OF INSURANCE IN THE PACKAGE FOR SIGNTURE AS THE CURRENT COI IS EXPIRED; AND (2) HAVE THE INSURER REMOVE "ARCHITECTURE ENGINEERING DEPT" FROM THE CERTIFICATE HOLDER BOX IN THE COI. FOR VSC FIRE & SECURITY, THE POLICIES EXPIRE FAIRLY SOON (3/1/26) SO INCLUDE AN UPDATED COI.
- ☐ Resolution
- ☐ Amendment(s)
- ☐ Change Order(s)
- ☐ Contract Prior Amendments/Change Orders
- ☐ E-Verify documents

V. LEGAL DEPARTMENT SIGN-OFF

BRYAN HORSLEY — **Reviewed By**
2/19/26 — **Date**

CAPITAL CONTRACT SUMMARY SHEET

C#5742

AGENDA ITEM SUMMARY SHEET

Agenda of: March 24, 2026

Submitted by:
Jennifer Greene, Dir of Programs & Project Mgmt
Carleen Stout, Dep Dir-Real Estate/Asset Mgmt

Sponsored by:
Spiro Cheriogotis, INACTIVE

Purpose and Scope of Project:
The purpose of this resolution is to approve the acquisition of Parcel No. 29 07 23 0 002 169 / Key Number 00766834 on Segment 5 of the Three Mile Creek Greenway Trail. This acquisition is necessary to connect a future section of the Three Mile Creek Greenway Trail.

The Mobile Greenway continues to evolve our transportation infrastructure and is a part of a larger vision to transform the City of Mobile into a more connected and livable community. The objectives of this project are to increase walkability and enhance both biking and pedestrian safety by connecting residential areas and citizens to the surrounding parks, schools, churches and commercial areas.

We look forward to continuing communication on this important community project. Please call Jennifer Greene with questions at 251-208-7199 or email at jennifer.greene@cityofmobile.gov.

Amount of Contract:
$17,511.50

Funding Source
C0291

ATTACHMENTS:
1. Resolution Land for TMC - Josephine St
2. Memo
3. Capital Summary Sheet Shinn
4. SWD Josephine ST Shinn SIGNED

REVIEWERS:
Lana Pafenbach
Lana Pafenbach

RESOLUTION

Sponsored by: Mayor Stimpson, Mayor

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 to accept the Deed, for the acquisition of .53 ± acres of vacant land, Mobile Greenway Initiative Segment 5, located on Three Mile Creek and off Josephine Street, Mobile, Alabama 36607, tax Parcel Number 29 07 23 0 002 169 / Key Number 00766834, and more particularly described on Exhibit A, attached hereto and made a part hereof, as set out in the instruments attached hereto for the price of $17,500.00 plus closing costs.

Said property is being conveyed to the City of Mobile by Tiffany Roux Shinn.

Be it resolved that the Executive Director of Finance be and is authorized and directed to issue payment in the amount of the sales price plus closing costs, less prorate share of property taxes payable Burr & Forman LLP.

Be it further resolved that the Director of Real Estate Asset Management of the City of Mobile is hereby authorized and directed to execute for and in the name and on behalf of the City of Mobile whatever supporting documents, affidavits, closing statements, or other ancillary forms necessary to complete the purchase of said property.

Adopted :

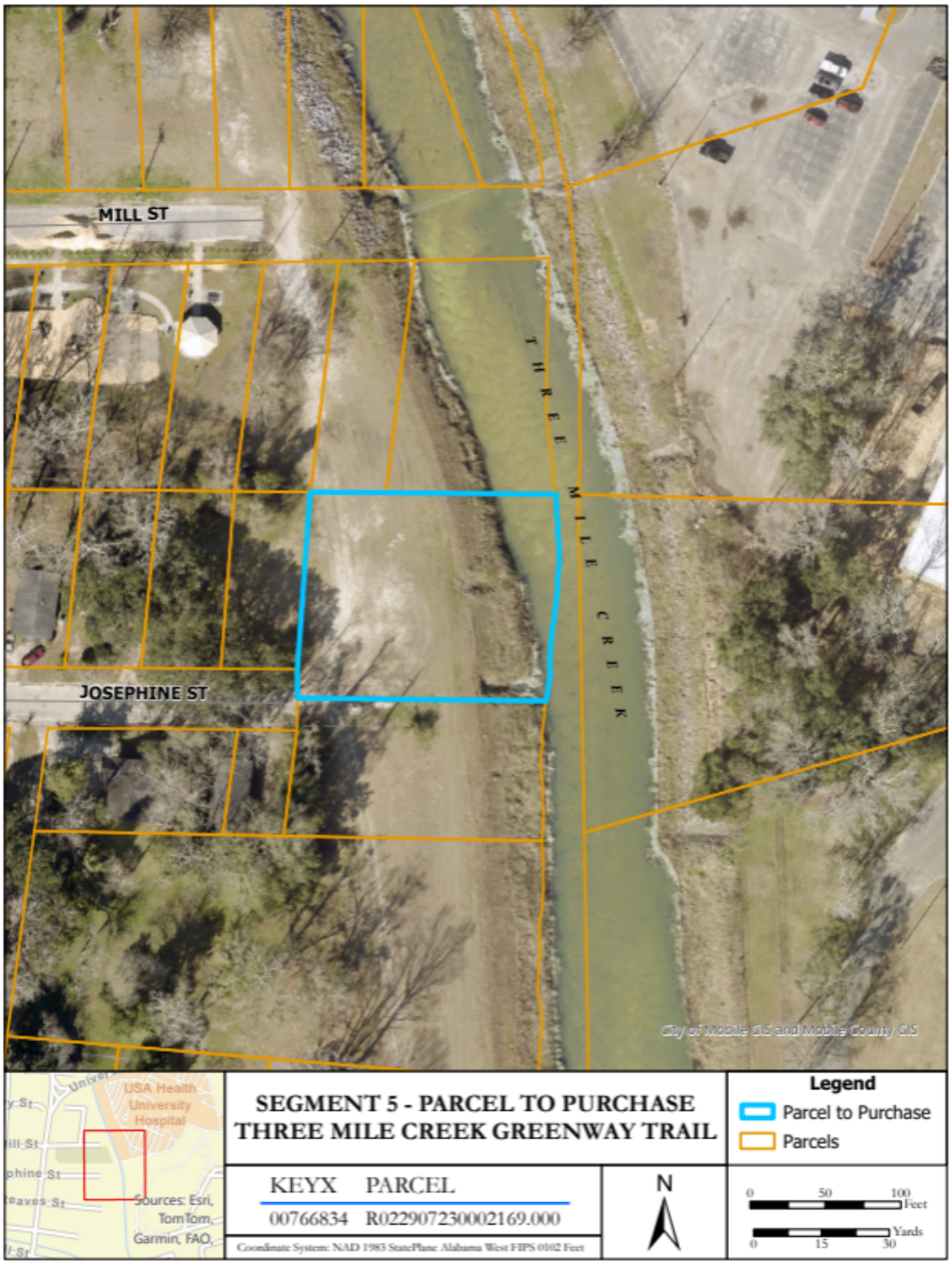
_____
City Clerk

EXHIBIT "A"

Tax Parcel # R022907230002169.000 and Tax Key # 00766834

Legal Description:

Lot 13, Division B, Millville Tract, as shown in Deed Book 121, Page 512 of the records in the Office of the Judge of Probate, Mobile County, Alabama.



March 9, 2026

Dear Councilmembers:

The purpose of this resolution is to approve the acquisition of Parcel No. 29 07 23 0 002 169 / Key Number 00766834 on Segment 5 of the Three Mile Creek Greenway Trail. This acquisition is necessary to connect a future section of the Three Mile Creek Greenway Trail.

The Mobile Greenway continues to evolve our transportation infrastructure and is a part of a larger vision to transform the City of Mobile into a more connected and livable community. The objectives of this project are to increase walkability and enhance both biking and pedestrian safety by connecting residential areas and citizens to the surrounding parks, schools, churches and commercial areas.

We look forward to continuing communication on this important community project. Please call Jennifer Greene with questions at 251-208-7199 or email at jennifer.greene@cityofmobile.gov.

Respectfully,

Jennifer Greene
Director, Programs and Project Management
Public Works

CAPITAL CONTRACT SUMMARY SHEET

(2 COPIES REQUIRED)

CONTRACT #

PROJECT NAME: CIP MOBILE GREENWAY INITIATIVE

CAPITAL PROJECT # C0291 **DATE OF RECEIPT** _____

DEPT. PROJECT # NA

PROJECT DESCRIPTION LAND ACQUISITION FOR THE THREE MILE CREEK GREENWAY REC TRAIL SEGMENT 5

CONTRACT AMOUNT $ 17,511.50 INCL. $11.50 CLOSING plus any add'l closing costs

VENDOR NAME Burr & Forman LLP

VENDOR NUMBER 294515

DEPT # 2045 **DEPT NAME** Programs and Projects Mgt.

CONTRACT ADMINISTRATOR Jennifer Greene

Please Select by circling one (Type):

Architectural	Engineering	Testing	Professional Services
Construction (Unit Price)*	Construction**	ROW (Acquisitions)	Land Acquisition
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: Rhonda Lewis **Date** 3/10/26

Coleen Stott

Revised 5/16/2022 Tiffany Hollins

STATE OF ALABAMA

COUNTY OF MOBILE

STATUTORY WARRANTY DEED

KNOW ALL MEN BY THESE PRESENTS that **Tiffany Roux Shinn, a married woman** the Grantor, for and in consideration of the sum of Seventeen Thousand Five Hundred and No/100 Dollars ($17,500.00) and other good and valuable considerations hereby acknowledged to have been paid to the said Grantor by **City of Mobile, a municipal corporation**, the Grantee, does hereby GRANT, BARGAIN, SELL AND CONVEY unto the said Grantee, subject to the provisions hereinafter contained, all that real property in the County of Mobile, State of Alabama, described as follows:

> Lot 13, Division B, Millville Tract, as shown in Deed Book 121, Page 512 of the records in the Office of the Judge of Probate, Mobile County, Alabama.

Said property identified as Parcel No. 2907230002169XXX.

TO HAVE AND TO HOLD the same unto the said Grantee, Grantee's successors and assigns, in fee simple, forever.

This conveyance is made subject to restrictive covenants, easements, rights of way and building setback line, if any applicable to said real property of record in the Probate Court of Mobile County, Alabama.

Grantor makes no warranties or covenants respecting the nature of the quality of the title to the property hereby conveyed other than that the Grantor has neither permitted or suffered any lien, encumbrance or adverse claim to the property described herein since the date of acquisition thereof by the Grantor.

The real property being conveyed herein does not constitute any part of the Grantor's homestead property.

All recording references herein refer to the Office of the Judge of Probate Court, Mobile County, Alabama.

IN WITNESS WHEREOF, the Grantor has hereunto set her hand and seal on this the 30 day of December, 2025.

_____ (SEAL)
TIFFANY ROUX SHINN

STATE OF ALABAMA

COUNTY OF MOBILE

The foregoing instrument was acknowledged before me by means of ☑ physical presence or ☐ online notarization, this 30th day of December, 2025 by **Tiffany Roux Shinn**. She *(check one)* ☐ is personally known to me, or ☑ has produced a valid driver's license as identification.

_____
Notary Public, State and County Aforesaid
Name: Jennifer K Mathers
My Commission Expires: 1-13-2026
My Commission Number is: _____

Grantor(s) Address:
1225 Hollywood Ave.
Clearwater, FL 33759

Grantee(s) Address:
P. O. Box 1827
Mobile, AL 36633-1827

This instrument prepared by:
Douglas L. Anderson, Esquire
Burr & Forman LLP
Post Office Box 2287
Mobile, Alabama 36652-2287

CAPITAL CONTRACT SUMMARY SHEET

c#5741

AGENDA ITEM SUMMARY SHEET

Agenda of: March 24, 2026

Submitted by:
Jennifer Greene, Dir of Programs & Project Mgmt
Carleen Stout, Dep Dir-Real Estate/Asset Mgmt

Sponsored by:
Spiro Cheriogotis, INACTIVE

Purpose and Scope of Project:
The purpose of this resolution is to approve the acquisition of Parcel No. Number 28 01 11 4 000 065.02 / Key Number 01858859 on Segment 2 of the Three Mile Creek Greenway Trail. This acquisition is necessary to connect a future section of the Three Mile Creek Greenway Trail.

The Mobile Greenway continues to evolve our transportation infrastructure and is a part of a larger vision to transform the City of Mobile into a more connected and livable community. The objectives of this project are to increase walkability and enhance both biking and pedestrian safety by connecting residential areas and citizens to the surrounding parks, schools, churches and commercial areas.

We look forward to continuing communication on this important community project. Please call Jennifer Greene with questions at 251-208-7199 or email at jennifer.greene@cityofmobile.gov.

Amount of Contract:
$4986.50

Funding Source
C0291

ATTACHMENTS:
1. Resolution Land for TMC - Lyon Seg 2
2. Memo_PPM_3MC_Lyon_Aquisition
3. Capital Summary Sheet Lyon
4. Deed Lyon

REVIEWERS:
Lana Pafenbach
Lana Pafenbach

RESOLUTION

Sponsored by: Spiro N. Cheriogotis, Mayor

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 to accept the Deed, for the acquisition of 4,356 square feet of vacant land, Mobile Greenway Initiative Segment 2, located on Three Mile Creek, Mobile, Alabama 36607, tax Parcel Number 28 01 11 4 000 065.02 / Key Number 01858859, and more particularly described on Exhibit A, attached hereto and made a part hereof, as set out in the instruments attached hereto for the price of $1,600.00 plus closing costs.

Said property is being conveyed to the City of Mobile by Patricia Davis Farr, as Administratrix of the insolvent Estate of W. M. Lyon, a/k/a William M. Lyon, deceased, Mobile County Probate Court Case No. 2011-0475, as per Letters of Administration on insolvency dated June 15, 2012.

Be it resolved that the Executive Director of Finance be and is authorized and directed to issue payment in the amount of the sales price plus closing costs, less prorated share of property taxes payable to Burr & Forman, LLP.

Be it further resolved that the Director of Real Estate Asset Management of the City of Mobile is hereby authorized and directed to execute for and in the name and on behalf of the City of Mobile whatever supporting documents, affidavits, closing statements, or other ancillary forms necessary to complete the purchase of said property.

Adopted :

_____
City Clerk

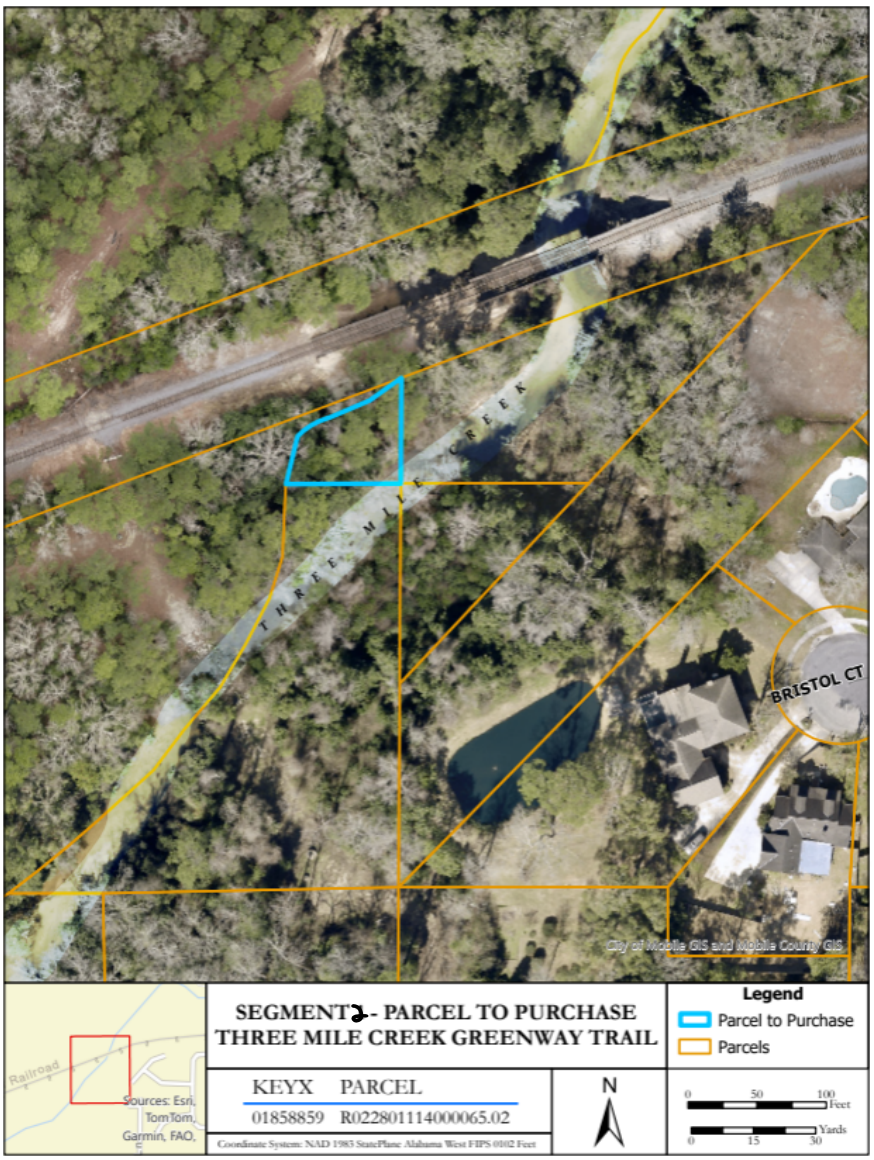
EXHIBIT "A"

Tax Parcel # R022801114000065.02 and Tax Key # 01858859

Subject property is 4,356 +/- square feet located on the north side of Knowles Street west of Bristol Court. The property has no direct road frontage and is located south of the IC & G Railroad and north of Three Mile Creek.

LEGAL DESCRIPTION:

THAT PORTION OF LOT 15 OF A SUBDIVISION OF THE EAST HALF OF THE SOUTHEAST QUARTER OF SECTION 11, TOWNSHIP 4 SOUTH, RANGE 2 WEST, MOBILE COUNTY, ALABAMA, PER MAP RECORDED IN DEED BOOK 555, PAGE 489, OF THE RECORDS OF THE OFFICE OF THE JUDGE OF PROBATE, MOBILE COUNTY, ALABAMA, LYING EAST OF THREE MILE CREEK; BEING THE SAME PROPERTY ACQUIRED BY THE CITY OF MOBILE BY TAX DEED DATED APRIL 18, 2022 AND RECORDED APRIL 20, 2022 IN INSTRUMENT NO. 2022028580.



March 9, 2026

Dear Councilmembers:

The purpose of this resolution is to approve the acquisition of Parcel No. Number 28 01 11 4 000 065.02 / Key Number 01858859 on Segment 2 of the Three Mile Creek Greenway Trail. This acquisition is necessary to connect a future section of the Three Mile Creek Greenway Trail.

The Mobile Greenway continues to evolve our transportation infrastructure and is a part of a larger vision to transform the City of Mobile into a more connected and livable community. The objectives of this project are to increase walkability and enhance both biking and pedestrian safety by connecting residential areas and citizens to the surrounding parks, schools, churches and commercial areas.

We look forward to continuing communication on this important community project. Please call Jennifer Greene with questions at 251-208-7199 or email at jennifer.greene@cityofmobile.gov.

Respectfully,

Jennifer Greene
Director, Programs and Project Management
Public Works

CAPITAL CONTRACT SUMMARY SHEET

(2 COPIES REQUIRED)

CONTRACT #

PROJECT NAME: CIP MOBILE GREENWAY INITIATIVE

CAPITAL PROJECT # C0291 **DATE OF RECEIPT** _____

DEPT. PROJECT # N/A

PROJECT DESCRIPTION LAND ACQUISITION FOR THE THREE MILE CREEK GREENWAY REC TRAIL SEGMENT 2

CONTRACT AMOUNT $ 4,986.50 INCL. $3,386.50 CLOSING COSTS

VENDOR NAME Burr & Forman LLP

VENDOR NUMBER 294515

DEPT # 2045 **DEPT NAME** Programs and Projects Mgt.

CONTRACT ADMINISTRATOR Jennifer Greene

Please Select by circling one (Type):

Architectural	Engineering	Testing	Professional Services
Construction (Unit Price)*	Construction**	ROW (Acquisitions)	Land Acquisition
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: Rhonda D. Reeves **Date** 3/10/22

Carleen Stout

Revised 5/16/2022 Tiffany Hollins

STATE OF ALABAMA

COUNTY OF MOBILE

WARRANTY DEED

KNOW ALL MEN BY THESE PRESENTS, that **Patricia Davis Farr, as Administratrix of the insolvent Estate of W. M. Lyon, a/k/a William M. Lyon, deceased, Mobile County Probate Court Case No. 2011-0475, as per Letters of Administration on insolvency dated June 15, 2012**, the Grantor, in consideration of the sum of One Thousand Six Hundred and No/100 ($1,600.00) Dollars, and other good and valuable consideration hereby acknowledged to have been paid to said Grantor by **City of Mobile, a municipal corporation**, the Grantee, does hereby GRANT, BARGAIN, SELL and CONVEY unto the said Grantee, subject to the provisions hereinafter contained, the following described real property situate in the County of Mobile, State of Alabama, to-wit:

> That portion of Lot 15 of a Subdivision of the East Half of the Southeast Quarter of Section 11, Township 4 South, Range 2 West, Mobile County, Alabama, per map recorded in Deed Book 555, Page 489, of the records in the Office of the Judge of Probate, Mobile County, Alabama, lying East of Three Mile Creek; being the same property acquired by the City of Mobile by tax deed dated April 18, 2022 and recorded April 20, 2022 in Instrument No. 2022028580;

Said property identified as Parcel No. 28-01-11-4-000-065.02.

TOGETHER WITH ALL AND SINGULAR the rights, members, privileges, tenements, hereditaments and appurtenances thereunto belonging, or in anywise appertaining.

TO HAVE AND TO HOLD unto the said Grantee, Grantee's successors and assigns in fee simple, forever.

This conveyance is made subject to restrictive covenants, easements, rights of way and building setback line, if any, applicable to said real property of record in the Probate Court of Mobile County, Alabama.

AND, except as to taxes hereafter falling due, which are assumed by the Grantee, the said Grantor, for themselves, their heirs, executors and administrators, hereby covenants with Grantee, Grantee's successors and assigns, that it is seized of an indefeasible estate in fee simple in said property, that said property is free from all encumbrances and the Grantor does hereby WARRANT and will forever DEFEND the title to said property unto the Grantee, Grantee's successors and assigns, against the lawful claims of all persons.

IN WITNESS WHEREOF, the Grantor has hereunto set its hand and seal on this the 21st day of Jan, 2026.

Patricia Davis Farr (SEAL)

PATRICIA DAVIS FARR, as Administratrix of the insolvent Estate of W. M. Lyon, a/k/a William M. Lyon, deceased, Mobile County Probate Court Case No. 2011-0475, as per Letters of Administration on insolvency dated June 15, 2012

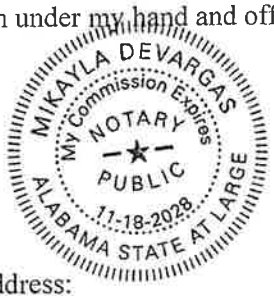
63578465 v1

STATE OF ALABAMA

COUNTY OF MOBILE

I, the undersigned Notary Public in and for said County in said State, hereby certify that Patricia Davis Farr, **as Administratrix of the insolvent Estate of W. M. Lyon, a/k/a William M. Lyon, deceased, Mobile County Probate Court Case No. 2011-0475, as per Letters of Administration on insolvency dated June 15, 2012,** 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 said conveyance, she, solely in her capacity as such Administratrix, executed the same voluntarily on the day the same bears date.

Given under my hand and official, notarial seal this 21st day of January, 2026.



NOTARY PUBLIC
My Commission Expires: 11/18/2028

Grantor's Address:

14435 STATE HWY 104

SILVERHILL, AL 36576

Grantee's Address:

This instrument prepared by:

Douglas L. Anderson, Esquire
Burr & Forman LLP
Post Office Box 2287
Mobile, Alabama 36602

63578465 v1

AN ORDINANCE TO AMEND ARTICLE IV OF CHAPTER 15 OF THE MOBILE CITY CODE RELATING TO THE MUSEUM OF THE CITY OF MOBILE

Sponsored by: Councilman Josh Woods

NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF MOBILE, ALABAMA, that Article IV of Chapter 15 of the Mobile City Code is hereby amended in its entirety to read:

DIVISION 1. - GENERALLY

Sec. 15-91. – Creation and continuance.

The History Museum of Mobile, having been previously created by ordinances adopted in accordance with Code of Alabama, Section 11-47-16, is hereby continued in existence. By amendment, the Museum of the City of Mobile will now be known as the "History Museum of the City of Mobile"

Secs. 15-92—15-100. - Reserved.

DIVISION 2. - BOARD

Sec. 15-101. - Establishment and continuance; composition; appointment of members.

(a) The "Mobile Museum Board," having been previously established by ordinance, is hereby continued in existence. By amendment, the Mobile Museum Board will now be known as the "History Museum of Mobile Board."

(b) The History Museum of Mobile Board shall consist of seven (7) members appointed by the city council. Members shall serve at the pleasure of the city council, and may be removed as members of the board by the city council at any time with or without cause.

(c) The Mayor shall serve as an ex officio member of the board, and the Mayor or his designated representative shall have the authority to attend all meetings of the board and be recognized and enter into all discussions on matters before the board; however, such ex officio member shall not vote on any matters considered by the board.

(d) The History Museum of Mobile Board shall meet at least quarterly. Notice of each meeting shall be given to all members, including the ex officio member, at least 14 days prior to each meeting.

Sec. 15-102. - Terms of members; filling vacancies.

All appointments made pursuant to the provisions of section 15-101(b) shall be for terms of four (4) years each. The vacancy of any board member position appointed pursuant to Section

15-101(b) shall be filled by appointment of the council, and, in the event of an unexpired term being filled, the member appointed shall serve the balance of the term of the member whose place he is filling. No board member appointed pursuant to section 15-101(b) may serve more than two (2) consecutive terms. Upon being ineligible for reappointment as a result of serving two (2) consecutive terms, a person shall be eligible for reappointment after an interval of four (4) years following expiration of the member's second term. For each board member already serving a term as of June 1, 2026, such board member will serve out the remainder of that term as provided for in the ordinance at the time the appointment was made. If such board member is serving a first term as of June 1, 2026, such board member will be eligible for reappointment for a second term upon expiration of the first term, such second term to run for four (4) years. If such board member is serving a second term as of June 1, 2026, such board member shall be eligible for reappointment after an interval of four (4) years following expiration of the member's second term.

Sec. 15-103. - Compensation of members.

Members of the Mobile museum board shall serve without compensation.

Sec. 15-104. - Officers, bylaws, etc.

The History Museum of Mobile Board shall elect its officers and adopt its bylaws and may become a body corporate for the purpose of promoting a public museum for the city and purposes of a like kind.

Sec. 15-105. - Powers and duties.

(a) The History Museum of Mobile Board shall be vested with the following powers and shall perform the following duties:

(1) It shall have full power and authority to accept historic items on behalf of the city, to catalogue and keep a record of the same and to determine which items now or hereafter on hand are of an historic value and to dispose of those items which do not have an historic value.

(2) It shall have full power and authority to control the expenditure of all funds received for the operation of the public museum or museums established in the city.

(3) It shall have the power to own real property, to rent the same and to dispose of all property owned by it. It shall be authorized to perform all acts necessary for the operation of a public museum or museums established in the city.

(4) It shall be authorized to receive gifts and administer trusts.

(5) It shall be authorized to hire a director of the History Museum of Mobile.

(6) In the event it becomes incorporated, then it shall have all of the foregoing powers and all powers granted to it by law.

(b) The removal of any director hired pursuant to Section 15-105(a)(5) shall only be done with the written concurrence of the mayor.

Sec. 15-106. - Property donated to board.

Any property donated to the History Museum of Mobile Board shall immediately become the property of the city for the benefit of the History Museum of Mobile. However, in the event that the History Museum of Mobile Board becomes incorporated, then any property donated to the History Museum of Mobile Board shall become the property of the History Museum of Mobile Board, but upon the dissolution of the History Museum of Mobile Board, then all property owned by the History Museum of Mobile Board at the time of the dissolution shall become the property of the city.

Sec. 15-107. - Records to be kept.

An accurate and complete record and set of books shall be kept by the History Museum of Mobile Board showing the proceedings of its meetings and detailed statements of all receipts and disbursements.

Sec. 15-108. - Quarterly reports.

The History Museum of Mobile Board shall prepare and complete quarterly financial statements and shall provide the quarterly financial statements to the City Finance Department, Department of Civic and Cultural Affairs, and the Mobile City Council.

Sec. 15-109. - Created as separate administrative agency, etc.

The History Museum of Mobile Board established by section 15-101 shall be an administrative agency or instrumentality provided for in Section 11-47-16 of the Code of Alabama, to administer the one or more public museums established in the city and is separate and apart from the Mobile Museum of Art Board established by section 15-131.

Secs. 15-110—15-120. - Reserved.

Adopted:

_____

City Clerk

AN ORDINANCE TO AMEND CHAPTER 34-LICENSES AND TAXATION- OF THE MOBILE CITY CODE

Sponsored by: Mayor Spiro Cheriogotis

WHEREAS, the City of Mobile ("City") wishes to amend Chapter 34 - LICENSES AND TAXATION, ARTICLE III. - BUSINESS LICENSE CODE AND SCHEDULE OF LICENSES, of the Mobile City Code; and

WHEREAS, the City wishes to amend the SCHEDULE OF LICENSES contained in Chapter 34, Article III, to align its municipal code with state law regarding the licensing and retail sale of consumable hemp products to protect the health and safety of its residents; and

WHEREAS, this Ordinance is enacted to accomplish said goals;

NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF MOBILE, ALABAMA, t that the following Ordinance is adopted to amend the "Schedule of Licenses" located in Chapter 34, of the Code of the City of Mobile, Alabama, 2024, as follows:

The following provisions should be created and added to the Schedule of Licenses as follows:

NAICS	Title	License Rate
722095	RETAIL – Consumable Hemp Products- **Application Fee**	$50.00
453888	RETAIL – Pharmacy Consumable Hemp Products	0.00209
453889	RETAIL- Retail Food Store Consumable Hemp Products	0.00209
453990	RETAIL –Specialty Retailer of Consumable Hemp Products	0.00209

All other sections of Chapter 34 remain in effect. No other provision of the Schedule of Licenses is altered by this amendment.

Severability. The provisions of these Ordinances are severable. If any part of these Ordinances are declared invalid or unconstitutional by a court of competent jurisdiction, that declaration shall not affect the part or parts that remain.

Effective Date. This Ordinance shall become effective immediately upon its adoption and publication as required by law, with enforcement of licensing requirements to align with the state effective date of January 1, 2026.

Approved:

_____
City Clerk

AN ORDINANCE AMENDING THE CITY OF MOBILE CODE OF ORDINANCES TO ADD CHAPTER 36 "CONSUMABLE HEMP PRODUCTS"

SECTION 1. PURPOSE AND INTENT

The purpose of this Ordinance is to protect the public health, safety, and welfare of the residents of the City of Mobile; to ensure compliance with applicable state law governing consumable hemp products; to establish clear, consistent, and enforceable local regulations governing the operation of businesses selling consumable hemp products; to provide an administrative framework that complements state regulation; and to avoid duplication of or conflict with state licensing authority.

SECTION 2. AUTHORITY AND INCORPORATION OF STATE LAW

(a) This Ordinance is adopted pursuant to the City's authority under Alabama law.

(b) The provisions of the Alabama Consumable Hemp Products Act, as amended, are hereby adopted by reference as if fully set forth herein.

(c) In the event of a conflict between this Ordinance and applicable state or federal law, state or federal law shall control, and this Ordinance shall be interpreted to be consistent therewith. Nothing in this Ordinance shall be construed to authorize any activity prohibited by state or federal law.

(d) Nothing in this Ordinance shall be construed to limit the City's authority to regulate land use, zoning, business licensing, public safety, or nuisance conditions within its jurisdiction.

(e) This Ordinance is intended to operate concurrently with state law and shall be interpreted to complement, and not duplicate or conflict with, state regulatory requirements, including those administered by the Alabama Alcoholic Beverage Control Board and applicable regulations.

(f) Any violation of Chapter 28-12, Code of Alabama, or any rule or regulation promulgated thereunder, shall constitute a violation of this Ordinance and shall be subject to enforcement by the City as provided herein to the extent permitted by law.

(g) Nothing in this Ordinance shall be construed to impose any tax, fee, or charge on consumable hemp products or Hemp Establishments except as otherwise expressly authorized by applicable state law. This Ordinance does not establish a revenue measure and shall not be interpreted to conflict with or supplement the state licensing or taxation scheme governing consumable hemp products.

SECTION 3. DEFINITIONS

All terms used in this Ordinance shall have the meanings assigned to them under applicable state law governing consumable hemp products.

In addition, the following definitions shall apply:

(a) **Consumable Hemp Product Retailer** means any entity licensed by the Alabama Alcoholic Beverage Control Board pursuant to Chapter 28-12 to sell consumable hemp products at retail, including specialty retailers, pharmacies, and retail food stores.

(b) **City Registration** means the administrative authorization issued by the City allowing operation of a Hemp Establishment within the municipal limits. City Registration does not constitute a state license and does not replace or supersede any state licensing requirement.

(c) **Hemp Establishment** means a retail location engaged in the sale of consumable hemp products to consumers.

(d) **Consumable Hemp Products** means the meaning assigned under applicable state law, as amended, including any rules or regulations promulgated thereunder.

(e) State Licensure means a valid license issued by the Alabama Alcoholic Beverage Control Board pursuant to Chapter 28-12 and applicable regulations.

SECTION 4. CITY REGISTRATION REQUIRED

(a) No person or entity shall operate a Hemp Establishment within the City without first obtaining and maintaining a valid City Registration.

(b) City Registration is administrative in nature and shall not constitute a state license or approval of any activity regulated by the State of Alabama. City Registration does not replace or supersede any required state licensure.

(c) An application for City Registration shall be submitted to the City and shall include:

1. Proof of a valid state license issued by the Alabama Alcoholic Beverage Control Board. An applicant may apply for City Registration prior to obtaining such license; however, no Hemp Establishment may commence operations until state licensure is obtained;
2. A valid City business license;
3. The physical address and site plan of the proposed location;
4. Documentation demonstrating compliance with the Unified Development Code;
5. Identification of a responsible party for the business; and
6. Any additional information reasonably required by the City for administrative review.

(d) City Registration shall be issued upon a determination that the applicant complies with this Ordinance, the Unified Development Code, and applicable law. Issuance of City Registration shall be administrative in nature and based on objective compliance with this Ordinance, the Unified Development Code, and applicable law.

(e) City Registration shall be renewed annually and shall remain valid only so long as the Hemp Establishment maintains compliance with this Ordinance, the Unified Development Code, and applicable law.

(f) City Registration shall be subject to suspension or revocation in accordance with this Ordinance.

(g) Issuance of a City Registration shall constitute the City's approval of the location for purposes of Section 28-12-40(b), Code of Alabama to the extent recognized by applicable state law.

SECTION 5. COMPLIANCE WITH UNIFIED DEVELOPMENT CODE

(a) All Hemp Establishments shall comply with the City of Mobile Unified Development Code, as amended.

(b) Consumable Hemp Product Retailers shall be classified as a distinct use under the Unified Development Code, subject to adoption of corresponding amendments to the Use Table (Sec. 64-2-24) and any applicable use-specific standards. Until such amendments are adopted, zoning determinations shall be made consistent with this Ordinance and existing Unified Development Code provisions.

(c) A Hemp Establishment shall be permitted only in zoning districts where such use is allowed under the Unified Development Code, including the applicable Use Table and any use-specific standards.

(d) No City Registration shall be issued or maintained unless the proposed location is in compliance with all applicable requirements of the Unified Development Code, including the Use Table (Sec. 64-2-24) and any applicable use-specific standards.

(e) Zoning compliance shall be determined administratively by the City and shall not involve discretionary approval.

(f) In the event of any inconsistency between this Ordinance and the Unified Development Code as amended, the provisions shall be interpreted to the fullest extent possible to give effect to both; however, zoning and land use determinations shall be governed by the Unified Development Code.

SECTION 6. OPERATIONAL REQUIREMENTS

All operational requirements set forth herein are conditions of City Registration and the City business license. Hemp Establishments shall comply with the following requirements:

(a) **Age-Restricted Access**
Hemp Establishments shall not permit entry by any individual under twenty-one (21) years of age except as expressly permitted by applicable state law. All sales shall comply with the age verification requirements set forth in Section 28-12-48, Code of Alabama.

(b) Separate Premises Requirement
Hemp Establishments shall operate as a restricted-entry premises with a dedicated public entrance and shall not be physically integrated with another business in a manner that permits access by individuals under twenty-one (21) years of age, except as expressly permitted by applicable state law.

(c) **Hours of Operation**
Hemp Establishments shall comply with all applicable hours of operation established under the Unified Development Code and other generally applicable City regulations.

(d) **On-Site Consumption**
On-site consumption of consumable hemp products, including smoking, vaping, inhalation, ingestion, or tasting, is prohibited, except where expressly authorized by applicable state law.

(e) **Product Compliance**
All consumable hemp products offered for sale shall comply with all applicable state requirements, including product content, testing, packaging, labeling, and distribution requirements.

(f) **Security and Safety**
Hemp Establishments shall maintain adequate lighting and implement reasonable security measures sufficient to protect patrons, employees, the public, and deter unlawful activity.

(g) **Signage**
All signage shall comply with applicable City ordinances and shall not be false, misleading, or designed to appeal to minors.

(h) **Recordkeeping**
Hemp Establishments shall maintain all records required by applicable state law, including invoices, certificates of analysis, and related documentation, for a minimum period of three (3) years and shall make such records available for inspection as required by law.

(i) Continued Compliance with Zoning
Hemp Establishments shall maintain continuous compliance with the Unified Development Code. Failure to maintain such compliance shall constitute a violation of this Ordinance.

(j) Minimum Size and Operational Standards
Hemp Establishments shall comply with all applicable minimum size and operational requirements established by state law and regulation.

(k) State-Mandated Signage
Required signage mandated by state law or regulation shall be posted and maintained in accordance with such requirements.

(l) Inspection and Access
Hemp Establishments shall permit inspection of the premises and records as required by applicable state law and shall not interfere with any lawful inspection conducted by state or local authorities.

(m) Prohibited Sales Methods
Hemp Establishments shall not engage in online sales, direct shipment, delivery, drive-through sales, or any other method of sale prohibited by Section 28-12-60, Code of Alabama.

(n) Self-Service Sales Prohibited
Hemp Establishments shall not sell consumable hemp products through vending machines or any self-service display or payment system.

(o) License Display
A valid state license shall be displayed in a conspicuous location within the premises at all times.

SECTION 7. BUSINESS LICENSE REQUIRED

All Hemp Establishments shall obtain and maintain a valid City business license in accordance with applicable law and ordinances. Failure to maintain a valid City business license shall constitute a violation of this Ordinance and may result in enforcement action, including suspension or revocation of City Registration.

SECTION 8. INSPECTION AND ENFORCEMENT

(a) Inspections

The City may conduct inspections of Hemp Establishments during normal business hours for the limited purpose of determining compliance with this Ordinance, the Unified Development Code, and applicable law. Inspections shall be conducted in a reasonable manner and in accordance with applicable law**.**

Entry onto the premises for inspection purposes shall occur only:

1. With the consent of the owner, operator, or authorized agent;
2. Pursuant to a valid administrative inspection warrant; or
3. As otherwise authorized by applicable law.

(b) Enforcement Authority

This Ordinance may be enforced by the City through its Police Department, Code Enforcement, Revenue Department, Build Mobile Department, or other authorized officials.

(c) Available Remedies

Violations of this Ordinance may result in one or more of the following, including but not limited to:

1. Notice of violation;
2. Administrative fines or penalties as permitted by law;
3. Suspension or revocation of City Registration;
4. Action affecting the City business license; and
5. Referral to appropriate state authorities.

Administrative fines or penalties shall be imposed only to the extent authorized by applicable law and within the corporate limits of the City where required.

(d) Grounds for Suspension or Revocation

City Registration may be suspended or revoked upon a determination that a Hemp Establishment has:

1. Failed to comply with this Ordinance;
2. Violated applicable state or federal law;
3. Provided false or misleading information to the City; or
4. Committed repeated or continuing violations.

(e) **Zoning Violations**

Any violation of the Unified Development Code applicable to a Hemp Establishment shall constitute a violation of this Ordinance and may result in enforcement action, including suspension or revocation of City Registration.

(f) **Immediate Enforcement**

The City may take immediate enforcement action where necessary to protect public health, safety, or welfare.

(g) Independent Enforcement Authority
Enforcement under this Ordinance is independent of any action taken by state regulatory authorities. The City may enforce this Ordinance regardless of whether state authorities have taken or declined to take action.

(h) State Law Violations
Any violation of Chapter 28-12, Code of Alabama, or any rule or regulation promulgated thereunder, shall constitute a violation of this Ordinance and may be enforced by the City in accordance with this section to the extent permitted by law.

(i) Scope of Inspection
Inspections conducted by the City shall be limited in scope to those areas of the premises and records reasonably necessary to verify compliance with this Ordinance, the Unified Development Code, and applicable law, and shall not exceed the scope of lawful administrative inspection authority.

(j) Interference with Inspection
No person shall knowingly refuse lawful entry or interfere with any inspection conducted in accordance with this section.

SECTION 9. APPEALS

(a) Any denial, suspension, or revocation of City Registration may be appealed in accordance with procedures established by the City.

(b) An appeal shall be filed within the time period established by the City and shall be decided based on the applicable law and the administrative record.

(c) The appeal shall be limited to a review of whether the decision was consistent with this Ordinance, the Unified Development Code, and applicable law.

(d) The City Council shall serve as the final decision-making authority on appeal.

(e) Appeals shall be scheduled for consideration by the City Council within a reasonable time, and the Council shall render a decision based on the administrative record and applicable law.

(f) The decision of the City Council shall constitute the final administrative action of the City.

(g) The City Council's review shall be limited to determining whether the decision was consistent with this Ordinance, the Unified Development Code, and applicable law, and shall not constitute a de novo review unless otherwise required by law.

SECTION 10. TRANSITIONAL PROVISIONS

(a) Any Hemp Establishment lawfully operating within the City prior to the effective date of this Ordinance shall have ninety (90) days from the effective date to come into compliance with the requirements of this Ordinance and the Unified Development Code.

(b) During the transition period, such businesses shall submit a complete application for City Registration and take all necessary steps to achieve compliance with applicable law.

(c) Any Hemp Establishment that fails to comply with this Ordinance by the expiration of the transition period shall be subject to enforcement action, including suspension or revocation of City Registration and any other remedies available under this Ordinance.

(d) Nothing in this section shall be construed to authorize continued operation in violation of applicable state law or this Ordinance.

(e) During the transition period, no Hemp Establishment shall operate in violation of applicable state licensing requirements.

SECTION 11. SEVERABILITY

If any provision, section, subsection, sentence, clause, or phrase of this Ordinance is held to be invalid or unconstitutional by a court of competent jurisdiction, such holding shall not affect the validity of the remaining portions of this Ordinance, which shall remain in full force and effect.

SECTION 12. EFFECTIVE DATE

This Ordinance shall take effect immediately upon adoption.

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* ***$1,000.00*** *to* ***A Noble Foundation****,* from the *District 1 Discretionary Fund (10041020 42080)*; and

WHEREAS, *to* ***A Noble Foundation****,* 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 ***A Noble Foundation****,* will be used to *assist with the upcoming educational outreach program.*

NOW, THEREFORE, BE IT RESOLVED that the Mobile City Council hereby finds and determines that an appropriation *of* ***$1,000.00*** *to* ***A Noble Foundation,*** for the purposes described hereinabove and pursuant to language in the request serves a public purpose and the Council further approves and directs the payment of same.

Adopted:

_____
City Clerk

RESOLUTION TO DETERMINE CERTAIN EXPENDITURES
SERVE A PUBLIC PURPOSE AND APPROVE PAYMENT

Sponsored by: Councilmember Cory Penn

WHEREAS, *Councilmember Penn wishes to appropriate **$1,000.00** to **Brothers Working Together**,* from the *District 1 Discretionary Fund (10041020 42080)*; and

WHEREAS, *to **Brothers Working Together**,* 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 ***Brothers Working Together**,* will be used to *assist with the upcoming Senior Ceremony.*

NOW, THEREFORE, BE IT RESOLVED that the Mobile City Council hereby finds and determines that an appropriation *of **$1,000.00** to **Brothers Working Together,*** for the purposes described hereinabove and pursuant to language in the request serves a public purpose and the Council further approves and directs the payment of same.

Adopted:

_____
City Clerk

RESOLUTION TO DETERMINE CERTAIN EXPENDITURES
SERVE A PUBLIC PURPOSE AND APPROVE PAYMENT

Sponsored by: Councilmember Gina Gregory, District 7

WHEREAS, *Councilmember Gregory wishes to appropriate* ***$1,000.00*** *to* ***Brothers Working Together****,* from the *District 7 Discretionary Fund (10041020 42080)*; and

WHEREAS, ***Brothers Working Together****,* 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 ***Brothers Working Together****,* will be used to *assist with upcoming Senior Ceremony.*

NOW, THEREFORE, BE IT RESOLVED that the Mobile City Council hereby finds and determines that an appropriation *of* ***$1,000.00*** *to* ***Brothers Working Together****,* for the purposes described hereinabove and pursuant to language in the request serves a public purpose and the Council further approves and directs the payment of same.

Adopted:

_____
City Clerk

RESOLUTION TO DETERMINE CERTAIN EXPENDITURES
SERVE A PUBLIC PURPOSE AND APPROVE PAYMENT

Sponsored by: Councilmember Cory Penn

WHEREAS, *Councilmember Penn wishes to appropriate **$300.00** to **Eureka Chapter #1**,* from the *District 1 Discretionary Fund (10041020 42080)*; and

WHEREAS, *to **Eureka Chapter #1**,* 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 ***Eureka Chapter #1**,* will be used to *assist with the chapter's luncheon.*

NOW, THEREFORE, BE IT RESOLVED that the Mobile City Council hereby finds and determines that an appropriation *of **$300.00** to **Eureka Chapter #1,*** 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

C#5743

AGENDA ITEM SUMMARY SHEET

Agenda of: March 24, 2026

Submitted by:
John Forrester, City Engineer

Sponsored by:
Beau Fleming, Councilmember, District 5
Spiro Cheriogotis, INACTIVE

Purpose and Scope of Project:
Approve contract with Kingdom Construction Group, LLC., for construction services.

Amount of Contract:
$828,213,.00

Funding Source
C1042

ATTACHMENTS:
1. 2026-3005-04 Boltons Branch Drainage Improvements (Kingdom Construction Group, LLC) contract

REVIEWERS:
Jessica White
John Forrester
Brenda Rhodes
Cherlina Monteiro
James Barber

CAPITAL CONTRACT SUMMARY SHEET

(2 COPIES REQUIRED)

CONTRACT #

PROJECT NAME: Bolton's Branch Drainage Improvements (D5)
COM Project: 2026-3005-04
PROJECT #: C1042 **DATE OF RECEIPT:**

PROJECT DESCRIPTION: Drainage Repairs

CONTRACT AMOUNT: $828,213.00

VENDOR NAME: Kingdom Construction Group, LLC.

VENDOR NUMBER: 300264

DEPT #: 3005 **DEPT NAME:** Engineering

CONTRACT ADMINISTRATOR: John Forrester

Please Select by circling one (Type):

Architectural	Engineering	Testing	Professional Services
Construction (Unit Price)*	Construction**	ROW (Acquisitions)	
Performance-Contributed	Contractual	Non Contractual	

RETAINAGE INFORMATION:

SHOULD RETAINAGE BE WITHHELD? Y X__ 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: Jessica White **Date** 3/17/2026

Revised 3/8/2022 Tiffany Hollins

RESOLUTION AWARDING BID

Sponsored by: Mayor Spiro Cheriogotis
Councilman Beau Fleming

WHEREAS, bids for drainage repairs for district 5 were received and opened on January 14, 2026.

WHEREAS, the City Engineer has recommended award to the lowest bid meeting specifications from Kingdom Construction Group, LLC., contract in the amount of $828,213.00.

WHEREAS, the City Council finds that the lowest responsible bid was submitted by Kingdom Construction Group, LLC.

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

Name of Company: Kingdom Construction Group, LLC.

Project Name: Bolton's Branch Drainage Improvements

Project Number: 2026-3005-04

Amount: $828,213.00

Adopted:

_____

City Clerk

BOLTON'S BRANCH DRAINAGE IMPROVEMENTS

PROJECT NO. 2026-3005-04

BID DATE – JANUARY 14, 2026

Revised per Addendum No. 1

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Certifications, Affidavits, & Project Closeout ..... Attachment D

Sign Details ..... Attachment E

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ITEM I
INVITATION TO BID

Notice to Contractors:

Sealed proposals will be received by the City Clerk of the City of Mobile, Alabama, 205 Government Street, 9th Floor, South Tower, until 2:30 p.m. local time, January 14, 2026 and then publicly opened and read in the Atrium, 1st Floor, for constructing:

Project No:	**2026-3005-04**
Project:	**Bolton's Branch Drainage Improvements**
Project Description:	**Drainage Repairs**

Plans and contract documents may be viewed at the City of Mobile Engineering Department, 205 Government Street, 3rd Floor South Tower, Mobile, Alabama 36602 and may be obtained in electronic format by prime contractors by contacting the Project Engineer, Matthew Rogers, P.E. (matt.rogers@cityofmobile.org). The cost of and return of additional sets of specifications shall be in accordance with Act 97-225, Public Works Contracts.

No Bid Packages will be issued to Contractors later than twenty-four (24) hours after the Pre-Bid Conference. No questions, whether orally or written, will be addressed after 12:00 p.m. on January 9, 2026.

A Mandatory Pre-Bid Conference will be held at the City Engineering Department, 3rd Floor, South Tower, Room 357, Mobile Government Plaza, 205 Government Street, Mobile, Alabama, on January 7, 2026 at 10:00 A.M. Significant items related to the proposed construction will be explained. Representative must be a principal or current employee of the contracting company at the time of the Pre-Bid Conference. ***Any contractor not represented at the Pre-Bid Conference will be disqualified from bidding on the project.*** **A single individual cannot represent more than one contracting company.**

No bid will be received and considered unless made out on the blank form or Proposal attached, and unless all papers attached hereto are returned with the bid and the Proposal sheet attached.

This project is being bid EXCLUDING TAXES and requires the Contractor to comply with applicable provisions of Section 11-2A-14.1, Code of Alabama, 1975, as amended; applicable provisions of the Alabama Administrative Code; and applicable requirements of the Alabama Department of Revenue (ADOR).

Each bid shall be accompanied by a check or bid bond for the sum of five percent (5%) of the amount bid (maximum amount of bond $10,000), made payable to the CITY, and certified by a reputable banking institution. These monies shall serve as assurance that within ten (10) days of notice of contract award contemplated in the Proposal, the successful bidder will enter into such contract and file a bond for the execution of same.

The performance bond required will be for the amount bid, and labor and material bond shall be one hundred percent (100%) of the amount of contract, and shall be made by a Surety Company acceptable to the City of Mobile and upon the forms of bonds appended hereto.

In default of the entering into of such contract and the execution of such bond, the certified check required to accompany such bid shall be forfeited to the City of Mobile, Alabama. These fees shall not be a penalty but damages for delays, or for the additional cost or expenses that the CITY may incur by reason of such default.

In addition, the Contractor must furnish to the City at the time of the signing of the Contract a certificate of insurance coverage as provided in the specification which will include comprehensive insurance, Contractor's Automobile Liability Insurance, Owner's Protective Liability Insurance, or a Comprehensive General and Public Liability policy naming the City of Mobile, its agents and employees as additionally insured, and where applicable, subcontractor's Public Liability and Property Damage Insurance. The right is reserved to reject any and/or all bids and to waive informalities and to furnish any item of material or work to change the amount of said Contract.

Liquidated damages for non-completion of the work within the time limit agreed upon will be assessed according to Section 108.11 of Alabama Department of Transportation Standard Specifications for Highway Construction 2018 Edition.

Bidders must be licensed Contractors in the State of Alabama pursuant to Sections 34-8-1 through 34-8-27 of the Code of Alabama of 1975 as amended, and shall indicate State License Number on outside of bid envelope. **Any contractor that desires to bid as a prime contractor must possess a Municipal & Utility (MU) Major Classification or a Highways & Streets (HS) Major Classification per Section 230-X-.27 of the State of Alabama Licensing Board for General Contractors Administrative Code.** The bidder must not be disqualified from bidding on ALDOT projects at the time of the Pre-Bid Conference.

The awarding of a contract will require the Contractor to pay the prevailing wage rates for this district that are applicable to the trades engaged in this project.

The City of Mobile reserves the right to reject any and all bids and waive informalities in the bidding.

Bids must be sealed and have the project name and number marked on the outside of the envelope. The envelope containing bids must be addressed as follows, and delivered to Ms. Lisa Lambert, City Clerk; City of Mobile, P. O. Box 1827, Mobile, Alabama 36633; "**Bid for completion of BOLTON'S BRANCH DRAINAGE IMPROVEMENTS, City of Mobile Project No. 2026-3005-04, in the City of Mobile, Alabama**".

PLEASE PUBLISH IN THE ISSUES DECEMBER 17TH, 24TH, AND 31ST, 2025.

ITEM II
INSTRUCTIONS TO BIDDERS

1. PREPARATION OF BIDS:
Forms furnished, or copies thereof shall be used, and strict compliance with the requirements of the advertisement, these instructions, and the instructions printed on the forms is necessary. Special care shall be exercised in the preparation of Bids. Bidders must make their own estimates of the facilities and difficulties attending the performance of the proposed Contract, including local conditions, uncertainty of weather, and all other contingencies. All designations and prices shall be fully and clearly set forth. The proper spaces in the Bid and guaranty forms shall be suitably filled. A City of Mobile Subcontracting Plan must be submitted with the bid documents.

2. LABOR AND MATERIALS NOT TO BE FURNISHED BY CITY OF MOBILE, ALABAMA:
The City of Mobile, Alabama will not furnish any labor, materials or supplies unless specifically provided in the Contract.

3. SIGNATURE OF BIDDERS:
Each Bid must give the full business address of the Bidder and be signed by him with his usual signature. Bids by partnerships must furnish the full names of all partners and must be signed with the partnership name by one of the members of the partnership or by an authorized representative, followed by the signature and designation of the person signing. Bids by Corporations must be signed with the legal name of the corporation, followed by the name of State of Incorporation and by the signature of the president, secretary or other person authorized to bind it in the matter. The name of each person shall also be typed or printed below the signature. A Bid by a person who affixes to his signature the word "President", "Secretary", "Agent", or other designation without disclosing his principal may be held responsible for the Bid. When requested by the City of Mobile, Alabama satisfactory evidence of the authority of the office signing on behalf of the corporation shall be furnished.

4. SPECIFICATIONS AND SCHEDULES:
The specifications, conditions, schedules and drawings that form the basis of any Bid will be considered as a part thereof and will form a part of the Contract. Copies of these papers, together with a copy of the standard Contract form, including authorized additions, or deletions, if any, will be furnished to or made available for the inspections of Bidders by the office indicated in the advertisement of invitation. The current specifications to be used for this project will be the **Alabama Department of Transportation Standard Specifications for Highway Construction, 2018 edition**, subject to any amendments set forth in the Special Provisions or the Supplemental Specifications.

5. CORRECTIONS:
Erasures or other changes in the Bids must be explained or noted over the signature of the Bidder.

6. OWNER:
Where the word "Owner" appears herein, the same refers to the City of Mobile, Alabama, and includes the Mayor acting through the City Council, its governing body.

Revised per Addendum No. 1

7. GUARANTY AND INSURANCE:

Security is required to ensure the execution of the Contract and bond for performance of the services; no Bid will be considered unless it is so guaranteed. The Bidder must furnish with his Bid, a guaranty bond or certified check in the amount of five percent (5%) (maximum amount $10,000) of his Bid price payable to the City of Mobile, Alabama. Upon default of the Contract and the execution of such bond within ten (10) consecutive working days of written notice of award of the Contract, the Certified Check or Bid Bond required to accompany such Bid shall be forfeited to the City of Mobile, Alabama, not as a penalty but as liquidated damages for delays, or any additional cost or expenses which may be incurred by the CITY by reason of such default.

8. BONDS AND INSURANCE:

The bonds and insurance policies of any surety company or insurance company respectively, authorized to do business in the State of Alabama, will be accepted as security and insurance as required for any Bid or Contract. See the instructions hereinafter contained and the applicable standard forms with respect to the type, form, and the amounts of required bonds and insurance policies.

9. MARKING AND MAILING BIDS:

Bids, with their guaranty, must be securely sealed in suitable envelopes, addressed and marked on the outside **"Bid for completion of BOLTON'S BRANCH DRAINAGE IMPROVEMENTS, City of Mobile Project No. 2025-3005-04, in the City of Mobile, Alabama"**.

10. TIME FOR RECEIVING BIDS:

Bids received prior to the time of opening will be securely stored, unopened. The Owner will decide when the specified time has arrived; no Bid will be considered if received thereafter. When a Bid arrives by mail after time for opening, but before award is made, and it is shown to the Owner's satisfaction that the late arrival was due solely to mail delays, beyond the Bidder's responsibility, the Bid will be received and considered. Non-responsibility will be attached to the City of Mobile for the premature opening of a Bid not properly addressed and identified. Unless specifically authorized, telegraphic Bids will not be considered; however, modifications to previously submitted Bids will be considered if received prior to the hour set for opening.

11. WITHDRAWAL OF BIDS:

Bids may be withdrawn by written or telegraphic requests received from Bidders prior to the time fixed for opening. Negligence on the part of the Bidder in preparing the Bid confers no right for the withdrawal of Bid after it has been opened.

12. BIDDERS PRESENT:

At the time fixed for opening Bids, Bid contents will be made public for the information of Bidders and others properly interested, who may be present either in person or by representation.

13. AWARD OR REJECTION OF BIDS:

The Contract will be awarded to the lowest responsible Bidder, complying with the conditions of the Invitation for Bids, provided his Bid is reasonable and in the best interest of the Owner for acceptance. The Bidder to whom the award is made will be notified at the earliest possible date. The Owner, however, reserves the right to reject any and all Bids and to waive any informality in Bids received whenever such rejection or waiver is in the best interest of the Owner. The Owner also reserves the right to reject the Bidder who has previously failed to perform properly or

complete projects on time; to complete Contracts of a similar nature; or a Bidder who is not, in the judgment of the Owner, in a position to perform the Contract.

14. PRE-QUALIFICATION OF BIDDERS:

The bidder must not be disqualified from bidding on ALDOT projects at the time of the Pre-Bid Conference. Any contractor that desires to bid as a prime contractor must possess a **Municipal & Utility (MU) Major Classification or a Highways & Streets (HS) Major Classification** per Section 230-X-.27 of the State of Alabama Licensing Board for General Contractors Administrative Code.

15. ISSUANCE OF PROPOSAL FORMS:

The Owner reserves the right to refuse to issue a proposal form to a prospective bidder, should such bidder be in default for any of the following reasons:

- **a.** Failure to comply with any pre-qualification regulations of the Owner, if such regulations are cited, or otherwise included, in the proposal as a requirement for bidding.
- **b.** Failure to pay, or satisfactorily settle, all bills due for labor and materials on former contracts in force (with the owner) at the time the owner issues the proposal to the prospective bidder.
- **c.** Contractor default under previous contracts with the owner.
- **d.** Unsatisfactory work of any nature, or failure to meet schedule on previous contracts with the Owner.
- **e.** Uncompleted work or work behind schedule, which, in the opinion of the owner, might hinder or prevent prompt completion of this work.
- **f.** Lack of competent workmen and equipment to perform at least 50% of the required work with contractor's own forces and equipment.

16. BIDDERS INTERESTED IN MORE THAN ONE BID:

If more than one Bid is offered by any one party, by, or in the name of his clerk, partner, a corporation in which he has a substantial interest, in which he is an officer, or other person, all such Bids may be rejected. A party who has quoted prices on materials to a Bidder is not disqualified from quoting prices to other Bidders or from submitting a Bid directly for the materials or work. The City of Mobile reserves the right to determine, in its discretion, whether any Bidder has violated the provisions of this clause.

17. ERRORS IN BID:

Bidders or their authorized agents are expected to examine the maps, drawings, specifications and all other documents pertaining to the work, which will be open to their inspection. Failure to do so will be at the Bidder's own risk; the Bidder cannot secure relief on the plea of error in the Bid. In case of error in the extenuation of prices, the unit price will govern.

Should any Bidder observe any ambiguity, discrepancy, omission, or error in the Drawings or any Contract Document, or be in doubt as to the intention and meaning thereof, he should at once report such to the Engineer and request clarification, in writing, with a copy of his request to the City.

Clarification will be made only by written Addenda sent to all prospective bidders. Neither the Engineer nor the City Engineer will be responsible, in any manner, for verbal instructions made prior to the award of the Contract.

Should conflict occur in or between Drawings and Specifications, a Bidder will be deemed to have estimated on the more expensive way of doing the work involved; unless, prior to submission of the proposal, the bidder requested and obtained the Engineer's written decision indicating the preferred method, materials, or equipment.

18. CONTRACT AND BOND:

The Bidder to whom award is made, must, when requested, enter into Contract on the standard form as set out herein, with satisfactory security in the amount required, within the period specified, within ten (10) working days after the required forms are presented to him for signature.

19. COLLUSION:

If there is any reason for believing that collusion exists among the Bidders, any or all Proposals may be rejected, and those participating in such collusion may be barred from submitting Bids on the same or other work with the City.

20. SUBLETTING OR ASSIGNING OF CONTRACT:

(a) Limitations: The Contractor shall not sublet, assign, transfer, convey, sell or otherwise dispose of any portion of the Contract, his right, title or interest therein, or his power to execute such Contract, to any person, firm, or corporation without written consent of the City; such consent shall not be construed to relieve the Contractor of any responsibility for the fulfillment of the Contract. Unless otherwise stipulated in the proposal or special provisions, the Contractor shall perform with his own organization, and with the assistance of workmen under his immediate supervision, and reported on his payroll, all Contract work of a value not less than fifty percent (50%) of the total Contract amount. Any items designated in the Contract as "Specialty Items", so performed by Subcontract may be deducted from the total Contract amount before computing the amount of work required to be performed by the Contractor with his own organization.

(b) Subcontractor's Status: A Subcontractor shall be recognized only in the capacity of an employee or agent of the Contractor. The Contractor will be responsible to the City for the entire Subcontractor's work, including failures or omissions. The City Engineer may require a Subcontractor's removal, as in the case of a Contractor's employee.

21. PROSECUTION OF WORK:

(a) Notice of Intent: The Contractor shall give the City Engineer definite notice of his intention to start work at least seventy-two (72) hours in advance of beginning particular features of construction, such as driving piles, placing concrete, etc. Should the Contractor, with the consent of the Engineer, discontinue prosecution of the work, the Contractor shall give the City Engineer at least forty-eight (48) hours notice in writing before resuming operations.

(b) **General:** The Contractor shall prosecute the work continuously and diligently in the order and manner set out in his schedule as approved by the City Engineer. The Contractor shall provide sufficient material, labor, and equipment to ensure that the work will be completed in a satisfactory manner within the time specified in the Contract.

Should the Contractor fail to maintain a satisfactory rate of progress, the City Engineer will direct additional forces and equipment to work on the project to ensure the project continues on schedule and maintain satisfactory progress.

Should the Contractor fail to furnish sufficient satisfactory equipment and labor for maintaining the quality and progress of the work, the City Engineer may withhold all pay requests and estimates that are or may become due, until satisfactory quality and progress are maintained or the Contract may be annulled.

ITEM III
PROPOSAL

TO: Honorable Mayor
City of Mobile
Mobile, Alabama

Date 1-14-2026

The undersigned, as Bidder, hereby declares that he has examined the site of the work and is fully aware of conditions pertaining to the place where the work is to be done. The Bidder also declares that he has carefully examined the Instructions to Bidders, the General Conditions of the Specifications and the drawings, as prepared by the CITY ENGINEER, as well as the premises

Project Name: BOLTON'S BRANCH DRAINAGE IMPROVEMENTS
Project No: 2026-3005-04
Project Description: Drainage Repairs
Major work items include: Removal and replacement of stormwater piping, rip rap placement, slope stabilization, and incidental concrete work.

The Bidder further agrees to construct the improvements in **120** working days.

The Bidder proposes and accepts the Articles of Agreement with the City of Mobile, Mobile, Alabama to furnish all necessary materials, equipment, tools, machinery, and means of transportation, and labor to complete the construction of the project.

All work performed under this contract shall be in accordance with the State of Alabama Highway Department Standard Specifications for Highway Construction, 2018 Edition, with all latest additions and modifications by the Engineering Department for the City of Mobile, or as amended herein.

The quantities for bid items listed on the proposal sheets are estimated quantities. Payment to the Contractor will be made only for the actual quantities of work performed and accepted on materials furnished in accordance with the contract. The scheduled quantities of work to be done and materials to be furnished may each be increased, decreased or omitted as herein provided.

No interpretations of the meaning of the plans, specifications or other bid documents will be made to any bidder orally. Any request for such interpretation should be in writing, addressed to City of Mobile, Engineering Department, P.O. Box 1827, Mobile, Alabama 36633. In order to receive consideration, the request must be received before 12:00 p.m. on January 9, 2026. Any such interpretation, any supplemental instructions will be mailed or delivered to all prospective bidders.

Revised per Addendum No. 1

The following items shall be constructed in accordance with the *Alabama Department of Transportation Standard Specifications for Highway Construction* , 2018, Non-metric Edition, except as modified herein:

NOTES:

1. The following unit prices shall include all labor, materials, equipment rental, overhead, profit, insurance, etc., to cover the finished work of the several kinds called for.
2. Bidder understands that the Owner reserves the right to reject any and all bids.

ITEM NUMBER	ITEM DESCRIPTION	UNIT PRICE	UNIT QUANTITY	UNIT	EXTENDED TOTAL
201C000	Clearing (Approximately 4.0 acres) For thirty eight thousand Dollars And zero Cents Per LS	38,000.00	1	LS	38,000.00
206C000	Removing Concrete Sidewalk For forty Dollars And zero Cents Per SQYD	40.00	30	SQYD	1,200.00
206C002	Removing Concrete Slope Paving For fifteen Dollars And zero Cents Per SQYD	15.00	440	SQYD	6,600.00
206D000	Removing Pipe For Forty Dollars And zero Cents Per LF	40.00	72	LF	2,880.00
206D003	Removing Curb And Gutter For twenty Dollars And zero Cents Per LF	20.00	30	LF	600.00
206E000	Removing Headwalls For seven hundred fifty Dollars And zero Cents Per Each	750.00	8	Each	6,000.00
210A000	Unclassified Excavation For sixteen Dollars And eighty Cents Per CUYD	16.80	6000	CUYD	100,800.00
210D001	Borrow Excavation (Loose Truckbed Measurement) For twenty five Dollars And zero Cents Per CUYD	25.00	200	CUYD	5,000.00
214A001	Structure Excavation with Foundation Backfill For one hundred forty-one Dollars And zero Cents Per CUYD	141.00	75	CUYD	10,575.00
260A000	Cement Mortar Flowable Backfill, Mix 1 For two thousand six hundred seventy Dollars And zero Cents Per CUYD	2,670.00	20	CUYD	53,400.00
4308044	Aggregate Surfacing (ALDOT #4) For eighty eight Dollars And zero Cents Per Ton	88.00	100	Ton	8,800.00
454A001	Cleaning And Sealing Concrete Pavement, Type I, Cracks (Epoxy Injected) (All Types and Lengths as Directed by the Engineer) For sixty five Dollars And zero Cents Per LF	65.00	150	LF	9,750.00
490D001	Structural Spall Repair For fifteen hundred Dollars And zero Cents Per SQFT	1,500.00	5	SQFT	7,500.00
530A001	18" Roadway Pipe (Class 3 R.C.) For ninety six Dollars And zero Cents Per LF	96.00	16	LF	1,536.00
530A002	24" Roadway Pipe (Class 3 R.C.) For one hundred two Dollars And zero Cents Per LF	102.00	48	LF	4,896.00
530A003	30" Roadway Pipe (Class 3 R.C.) For one hundred twenty five Dollars And fifty Cents Per LF	125.50	56	LF	7,028.00
530A004	36" Roadway Pipe (Class 3 R.C.) For one hundred sixty eight Dollars And zero Cents Per LF	168.00	16	LF	2,688.00
600A000	Mobilization For forty five thousand Dollars And zero Cents Per LS	45,000.00	1	LS	45,000.00

Revised per Addendum No. 1

ITEM NUMBER	ITEM DESCRIPTION	UNIT PRICE	UNIT QUANTITY	UNIT	EXTENDED TOTAL
610C001	Loose Riprap, Class 2 For one hundred five Dollars And zero Cents Per Ton	105.00	2500	Ton	262,500.00
610D003	Filter Blanket, Geotextile For three Dollars And fifty Cents Per SQYD	3.50	1610	SQYD	5,635.00
614A000	Slope Paving For two thousand Dollars And zero Cents Per CUYD	2,000.00	31	CUYD	62,000.00
618A000	Concrete Sidewalk, 4" Thick For eighty five Dollars And zero Cents Per SQYD	85.00	30	SQYD	2,550.00
618B001	Concrete Driveway, 5" Thick For one hundred six Dollars And zero Cents Per SQYD	106.00	20	SQYD	2,120.00
619A101	18" Side Drain Pipe End Treatment, Class 1 For one thousand nine hundred Dollars And zero Cents Per Each	1,900.00	2	Each	3,800.00
619A102	24" Side Drain Pipe End Treatment, Class 1 For two thousand Dollars And zero Cents Per Each	2,000.00	3	Each	6,000.00
619A103	30" Side Drain Pipe End Treatment, Class 1 For two thousand two hundred sixty Dollars And zero Cents Per Each	2,260.00	3	Each	6,780.00
619A104	36" Side Drain Pipe End Treatment, Class 1 For two thousand eight hundred seventy five Dollars And Cents Per Each	2,875.00	2	Each	5,750.00
620A000	Minor Structure Concrete For two thousand six hundred Dollars And zero Cents Per CUYD	2,600.00	8	CUYD	20,800.00
631C010	Guardrail Reset For fifty five Dollars And zero Cents Per LF	55.00	150	LF	8,250.00
650A000	Topsoil For thirty five Dollars And zero Cents Per CUYD	35.00	190	CUYD	6,650.00
652A100	Seeding For two thousand Dollars And zero Cents Per Acre	2,000.00	6	Acre	12,000.00
652C000	Mowing For two hundred Dollars And zero Cents Per Acre	200.00	10	Acre	2,000.00
654A000	Solid Sodding For nine Dollars And fifty Cents Per SQYD	9.50	750	SQYD	7,125.00
656A010	Mulching For two thousand Dollars And zero Cents Per Acre	2,000.00	6	Acre	12,000.00
659A000	Erosion Control Netting For two Dollars And fifty Cents Per SQYD	2.50	1000	SQYD	2,500.00
665E000	Polyethylene For one Dollars And sixty Cents Per SQYD	1.60	1000	SQYD	1,600.00
665J002	Silt Fence For five Dollars And sixty five Cents Per LF	5.65	2000	LF	11,300.00
665O001	Silt Fence Removal For zero Dollars And fifty Cents Per LF	0.50	4000	LF	2,000.00
665Q002	Wattle For eight Dollars And zero Cents Per LF	8.00	1000	LF	8,000.00

Revised per Addendum No. 1

ITEM NUMBER	ITEM DESCRIPTION	UNIT PRICE	UNIT QUANTITY	UNIT	EXTENDED TOTAL
690A000	Project Sign For one thousand one hundred Dollars And zero Cents Per Each	1,100.00	1	Each	1,1100.00
6908000	Portable Toilets For one hundred Dollars And zero Cents Per Week	100.00	25	Week	2,500.00
740A000	Traffic Control Scheme For sixteen thousand Dollars And zero Cents Per LS	16,000.00	1	LS	16,000.00
999A000	Site Grading For twenty thousand Dollars And zero Cents Per LS	20,000.00	1	LS	20,000.00
999X000	Work of Similar Nature Utilizing Bid Items and Unit Prices to be Determined by the Engineer For Twenty Thousand Dollars and Zero Cents per LS.	$ 25,000.00	1	LS	$ 25,000.00
				Total Bid =	$828,213.00

Revised per Addendum No. 1

Base Bid

Total (All items listed in Proposal) $828,213.00

Written in words eight hundred twenty eight thousand two hundred thirteen

Number of working days to complete 120

Signature of Bidder _____
(If a firm or individual)

Address of Bidder 351 State Street, Mobile Al 36603

By _____

Signature of Bidder _____
(If a Corporation)

By _____
President

_____
Print

_____
Secretary

_____
Print

_____
Treasurer

_____
Print

Business Address _____

Business Address _____

Business Address _____

(Corporate Seal)

Name of State under the Laws of which the Corporation was chartered:

ATTEST: _____
Secretary

Alabama 58362
State License Number

Corporate Seal

Revised per Addendum No. 1

ITEM IV
BID BOND

KNOW ALL MEN BY THESE PRESENT:

That Kingdom Construction Group, LLC
(Name of Contractor)
351 State Street, Mobile , AL 36603
(Address)
as Principal, and Cincinnati Insurance Company
(Name of Surety)
6200 South Gilmore Road, Fairfield, OH 45014-5141
(Address)

as Surety, are held firmly bound unto the City of Mobile, a Political Subdivision of and Body Corporate in the State of Alabama as Obligee, in the full and just sum of five percent (5%) of amount bid (maximum amount of Bond is $10,000) lawful money of the United States, for the payment of which sum, well and truly to be make, we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the said principal is herewith submitting its proposal for **BOLTON'S BRANCH DRAINAGE IMPROVEMENTS, City of Mobile Project No. 2026-3005-04.**

The condition of this obligation is such that if the aforesaid Principal shall be awarded the contract the said Principal will, within the time required, enter into a formal contract and give a good and sufficient bond to secure the performance of the terms of and conditions of the Contract, then this obligation is to be void; otherwise, the Principal and the Surety will pay unto the Obligee the difference in money between the amount of the Contract as awarded and the amount of the proposal of the next lowest bidder, which amount shall not exceed $10,000. If no other bids are received, the full amount of the proposal guarantee shall be so retained or recovered as liquidated damages for such default.

Signed, Sealed and Delivered January 6, 2026 (Date)

Kingdom Construction Group, LLC (Contracting Firm)

Witness as to Principal By: _____ (SEAL)

Cincinnati Insurance Company (Name of Surety)

COUNTERSIGNED: _____

Charles E. Carper, IV, Attorney-In-Fact

Alabama Resident Agent By _____

Charles E. Carper, IV

BIDS WILL NOT BE CONSIDERED UNLESS BID BOND IS SIGNED BY PRINCIPAL AND SURETY.

THE CINCINNATI INSURANCE COMPANY
THE CINCINNATI CASUALTY COMPANY

Fairfield, Ohio

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That THE CINCINNATI INSURANCE COMPANY and THE CINCINNATI CASUALTY COMPANY, corporations organized under the laws of the State of Ohio, and having their principal offices in the City of Fairfield, Ohio (herein collectively called the "Companies"), do hereby constitute and appoint

George W. Thompson, III; Charles E. Carper, IV; Sabrina Donaldson; James A .Gunn; Kimberly A. Bradley; Robbie D. Duncan and/or Hannah Tomberlin

of Montgomery, Alabama
their true and legal Attorney(s)-in-Fact, each in their separate capacity if more than one is named above, to sign, execute, seal and deliver on behalf of the Companies as Surety, any and all bonds, policies, undertakings or other like instruments, as follows:

Any such obligations in the United States, up to
Fifty Million Dollars and No/100 ($50,000,000.00).

This appointment is made under and by authority of the following resolutions adopted by the Boards of Directors of The Cincinnati Insurance Company and The Cincinnati Casualty Company, which resolutions are now in full force and effect, reading as follows:

RESOLVED, that the President or any Senior Vice President be hereby authorized, and empowered to appoint Attorneys-in-Fact of the Company to execute any and all bonds, policies, undertakings, or other like instruments on behalf of the Corporation, and may authorize any officer or any such Attorney-in-Fact to affix the corporate seal; and may with or without cause modify or revoke any such appointment or authority. Any such writings so executed by such Attorneys-in-Fact shall be binding upon the Company as if they had been duly executed and acknowledged by the regularly elected officers of the Company.

RESOLVED, that the signature of the President or any Senior Vice President and the seal of the Company may be affixed by facsimile on any power of attorney granted, and the signature of the Secretary or Assistant Vice-President and the Seal of the Company may be affixed by facsimile to any certificate of any such power and any such power of certificate bearing such facsimile signature and seal shall be valid and binding on the Company. Any such power so executed and sealed and certified by certificate so executed and sealed shall, with respect to any bond or undertaking to which it is attached, continue to be valid and binding on the Company.

IN WITNESS WHEREOF, the Companies have caused these presents to be sealed with their corporate seals, duly attested by their President or any Senior Vice President this 16th day of March, 2021.

THE CINCINNATI INSURANCE COMPANY
THE CINCINNATI CASUALTY COMPANY

STATE OF OHIO)SS:
COUNTY OF BUTLER)

On this 16th day of March, 2021 before me came the above-named President or Senior Vice President of The Cincinnati Insurance Company and The Cincinnati Casualty Company, to me personally known to be the officer described herein, and acknowledged that the seals affixed to the preceding instrument are the corporate seals of said Companies and the corporate seals and the signature of the officer were duly affixed and subscribed to said instrument by the authority and direction of said corporations.

Keith Collett, Attorney at Law
Notary Public – State of Ohio
My commission has no expiration date.
Section 147.03 O.R.C.

I, the undersigned Secretary or Assistant Vice-President of The Cincinnati Insurance Company and The Cincinnati Casualty Company, hereby certify that the above is the Original Power of Attorney issued by said Companies, and do hereby further certify that the said Power of Attorney is still in full force and effect.

Given under my hand and seal of said Companies at Fairfield, Ohio, this 6th day of January , 2026

BN-1457 (3/21)

ITEM V
LABOR AND MATERIALS BOND

KNOW ALL MEN BY THESE PRESENT, that we Kingdom Construction Group, LLC as Principal and Cincinnati Insurance Company as Surety, are held and firmly bound unto said City of Mobile, a political subdivision of the body corporate in the State of Alabama, hereinafter called the Obligee, in the penal sum of Eight Hundred Twenty Eight Thousand, Two Hundred Thirteen & 00/100s Dollars ($ 828,213.00) lawful money of the United States, for the payment of which sum and truly to be made, we bind ourselves, our heirs, personal representatives, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, said Principal has entered into a certain Contract with said Obligee, dated _____, 20____ (hereinafter called the Contract) for **BOLTON'S BRANCH DRAINAGE IMPROVEMENTS, City of Mobile Project No. 2026-3005-04** which Contract the Specifications for said work shall be deemed a part hereof as fully as if set out herein.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH THAT if said Principal, all subcontractors to whom any portion of the work in said Contract is sublet, all assignees of said Principal and of such subcontractors shall promptly make payments to all persons supplying him or them with labor, materials, or supplies for or in the prosecution of the work provided for in such Contract, or in any amendment or extension of or addition to said Contract, and for the payment of reasonable attorney's fees, incurred by the successful claimant or plaintiffs in suits or claims against the CONTRACTOR arising out of or in connection with the said Contract, then the above obligation shall be void; otherwise to remain in full force and effect.

PROVIDED, however, that this bond is subject to the following conditions and limitations:

(a) Any person, firm or corporation that has furnished labor, materials, or supplies for or in the projection of the work provided for in said Contract shall have a direct right of action against the Principal and Surety on this bond, which right of action shall be asserted in a proceeding, instituted in the CITY, in which the work provided for in said Contract is to be performed or in any CITY in which said Principal or Surety does business. Such right of action shall be asserted in a proceeding instituted in the name of the claimant or claimants for his or their use and benefit against the Principal and Surety or either of them (but not later than one year after the final settlement of said Contract falls due) in which action such claim or claims shall be adjusted and judgment rendered thereon.

(b) The Principal and Surety hereby designate and appoint the Mayor of the City of Mobile, Mobile County, State of Alabama, or his successor or representative, as the agent of each of them to receive and accept services of process or other pleading issued or filed in any proceeding instituted on this bond and hereby consent that such service shall be the same as personal service on the Principal and/or Surety.

(c) The Surety shall not be liable hereunder for any damage or compensation recoverable under Workmen's Compensation or Employer's Liability Statute.

(d) In no event shall the Surety be liable for a greater sum than the penalty of this bond, or subject to any suit, action or proceeding thereon that is instituted later than one year after the final settlement of said contract.

(e) This Bond is given pursuant to the terms of an Act of the Legislature of the State of Alabama approved February 8, 1935, entitled: "An Act to Further Provide for Bonds of Contractors on State and Other Public Works and Suits Thereon."

SIGNED, SEALED AND DELIVERED this _____ day of _____ 20_____.

In the presence of:

_____

_____

Individual Principals sign here

_____(SEAL)

_____(Print)

_____(SEAL)

_____(Print)

_____(SEAL)

_____(Print)

(Corporate Name) Kingdom Construction Group, LLC

BY: Spencer M Riggs III

(Signature)

Spencer M Riggs III

(Print)

ITS: President

(Title)

ATTEST: Lisa Cross

(Signature)

Lisa Cross (Print)

ITS: _____

Cincinnati Insurance Company

(Surety sign here) (Corporate name)

BY: _____

(Signature)

Charles E. Carper, IV

(Print)

ITS: Attorney-In-Fact

(Title)

ATTEST: Hannah Tomberlin

(Signature)

Hannah Tomberlin (Print)

ITS: Agent

Corporate Seal

THE CINCINNATI INSURANCE COMPANY
THE CINCINNATI CASUALTY COMPANY

Fairfield, Ohio

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That THE CINCINNATI INSURANCE COMPANY and THE CINCINNATI CASUALTY COMPANY, corporations organized under the laws of the State of Ohio, and having their principal offices in the City of Fairfield, Ohio (herein collectively called the "Companies"), do hereby constitute and appoint

George W. Thompson, III; Charles E. Carper, IV; Sabrina Donaldson; James A .Gunn; Kimberly A. Bradley; Robbie D. Duncan and/or Hannah Tomberlin

of Montgomery, Alabama
their true and legal Attorney(s)-in-Fact, each in their separate capacity if more than one is named above, to sign, execute, seal and deliver on behalf of the Companies as Surety, any and all bonds, policies, undertakings or other like instruments, as follows:

Any such obligations in the United States, up to
Fifty Million Dollars and No/100 ($50,000,000.00).

This appointment is made under and by authority of the following resolutions adopted by the Boards of Directors of The Cincinnati Insurance Company and The Cincinnati Casualty Company, which resolutions are now in full force and effect, reading as follows:

RESOLVED, that the President or any Senior Vice President be hereby authorized, and empowered to appoint Attorneys-in-Fact of the Company to execute any and all bonds, policies, undertakings, or other like instruments on behalf of the Corporation, and may authorize any officer or any such Attorney-in-Fact to affix the corporate seal; and may with or without cause modify or revoke any such appointment or authority. Any such writings so executed by such Attorneys-in-Fact shall be binding upon the Company as if they had been duly executed and acknowledged by the regularly elected officers of the Company.

RESOLVED, that the signature of the President or any Senior Vice President and the seal of the Company may be affixed by facsimile on any power of attorney granted, and the signature of the Secretary or Assistant Vice-President and the Seal of the Company may be affixed by facsimile to any certificate of any such power and any such power of certificate bearing such facsimile signature and seal shall be valid and binding on the Company. Any such power so executed and sealed and certified by certificate so executed and sealed shall, with respect to any bond or undertaking to which it is attached, continue to be valid and binding on the Company.

IN WITNESS WHEREOF, the Companies have caused these presents to be sealed with their corporate seals, duly attested by their President or any Senior Vice President this 16th day of March, 2021.

THE CINCINNATI INSURANCE COMPANY
THE CINCINNATI CASUALTY COMPANY

STATE OF OHIO)SS:
COUNTY OF BUTLER)

On this 16th day of March, 2021 before me came the above-named President or Senior Vice President of The Cincinnati Insurance Company and The Cincinnati Casualty Company, to me personally known to be the officer described herein, and acknowledged that the seals affixed to the preceding instrument are the corporate seals of said Companies and the corporate seals and the signature of the officer were duly affixed and subscribed to said instrument by the authority and direction of said corporations.

Keith Collett, Attorney at Law
Notary Public – State of Ohio
My commission has no expiration date.
Section 147.03 O.R.C.

I, the undersigned Secretary or Assistant Vice-President of The Cincinnati Insurance Company and The Cincinnati Casualty Company, hereby certify that the above is the Original Power of Attorney issued by said Companies, and do hereby further certify that the said Power of Attorney is still in full force and effect.

Given under my hand and seal of said Companies at Fairfield, Ohio, this day of

BN-1457 (3/21)

ITEM VI
PERFORMANCE BOND

KNOW ALL MEN: That we Kingdom Construction Group, LLC
(Name of Contractor)
a Corporation, Partnership, or Individual (underline correct legal title of Contractor), hereinafter called the "Principal", and
Cincinnati Insurance Company, 6200 South Gilmore Road, Fairfield, OH 45014-5141
(Name and Address or legal title of one or more sureties)

hereinafter called the "Surety" or "Sureties", are held and firmly bound unto the Council of the City of Mobile, Alabama hereinafter called the "Owner", in the sum of dollars Eight Hundred Twenty Eight Thousand, Two Hundred Thirteen & 00/100s), for the payment whereof the Principal and the Surety or Sureties bond themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has, by means of a written agreement dated _____ _____, 20___, entered into a Contract with the Owner for **BOLTON'S BRANCH DRAINAGE IMPROVEMENTS, City of Mobile Project No. 2026-3005-04** which agreement is by reference made a part hereof.

NOW THEREFORE, the condition of this obligation is such that if the Principal shall faithfully perform the Contract on his part, and satisfy all claims and demands, incurred for the same, and shall fully indemnify and save harmless the Owner from all cost and damage which he may suffer by reason of failure to do so, and shall fully reimburse and repay the Owner all outlay and expense which the Owner may incur in making good any such default, thence this obligation shall be null and void; otherwise it shall remain in full force and effect.

PROVIDED, however, that no suit action or proceedings by reason of any default whatever be brought on his Bond after twelve months from the day on which the final payment under the Contract falls due.

PROVIDED, further that the said Surety, or Sureties, for the value received hereby stipulate and agree that no charge, extension of time or addition to the terms of the Contract or to the work to be performed thereunder of the Specifications thereof shall in any way effect their obligations on this bond, and they do hereby waive notice of such change, extension of time, alteration or addition to the terms of the contract, or to the work, or to the Specifications.

SIGNED, SEALED AND DELIVERED this _____ day of _____ 20_____.

Individual Principals sign here

_____(SEAL)

In the presence of: _____(Print)

_____(SEAL)

_____ _____(Print)

_____(SEAL)

_____ _____(Print)

(Corporate Name) Kingdom Construction Group, LLC

BY: Spencer M Rugg II
(Signature)

ATTEST: Lisa Cross
(Signature)

SPENCER M RUGGS III
(Print)

Lisa Cross (Print) ITS: President
(Title)

ITS: _____
(Title)

Cincinnati Insurance Company

(Surety sign here) (Corporate name)

BY: _____
(Signature)

ATTEST: Hannah Tomberlin
(Signature)

Charles E. Carper, IV
(Print)

Hannah Tomberlin (Print) ITS: Attorney-In-Fact
(Title)

ITS: Agent
(Title)

Corporate Seal

THE CINCINNATI INSURANCE COMPANY
THE CINCINNATI CASUALTY COMPANY

Fairfield, Ohio

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That THE CINCINNATI INSURANCE COMPANY and THE CINCINNATI CASUALTY COMPANY, corporations organized under the laws of the State of Ohio, and having their principal offices in the City of Fairfield, Ohio (herein collectively called the "Companies"), do hereby constitute and appoint

George W. Thompson, III; Charles E. Carper, IV; Sabrina Donaldson; James A .Gunn; Kimberly A. Bradley; Robbie D. Duncan and/or Hannah Tomberlin

of Montgomery, Alabama
their true and legal Attorney(s)-in-Fact, each in their separate capacity if more than one is named above, to sign, execute, seal and deliver on behalf of the Companies as Surety, any and all bonds, policies, undertakings or other like instruments, as follows:

Any such obligations in the United States, up to
Fifty Million Dollars and No/100 ($50,000,000.00).

This appointment is made under and by authority of the following resolutions adopted by the Boards of Directors of The Cincinnati Insurance Company and The Cincinnati Casualty Company, which resolutions are now in full force and effect, reading as follows:

RESOLVED, that the President or any Senior Vice President be hereby authorized, and empowered to appoint Attorneys-in-Fact of the Company to execute any and all bonds, policies, undertakings, or other like instruments on behalf of the Corporation, and may authorize any officer or any such Attorney-in-Fact to affix the corporate seal; and may with or without cause modify or revoke any such appointment or authority. Any such writings so executed by such Attorneys-in-Fact shall be binding upon the Company as if they had been duly executed and acknowledged by the regularly elected officers of the Company.

RESOLVED, that the signature of the President or any Senior Vice President and the seal of the Company may be affixed by facsimile on any power of attorney granted, and the signature of the Secretary or Assistant Vice-President and the Seal of the Company may be affixed by facsimile to any certificate of any such power and any such power of certificate bearing such facsimile signature and seal shall be valid and binding on the Company. Any such power so executed and sealed and certified by certificate so executed and sealed shall, with respect to any bond or undertaking to which it is attached, continue to be valid and binding on the Company.

IN WITNESS WHEREOF, the Companies have caused these presents to be sealed with their corporate seals, duly attested by their President or any Senior Vice President this 16th day of March, 2021.

THE CINCINNATI INSURANCE COMPANY
THE CINCINNATI CASUALTY COMPANY

Stephen A. Ventre

STATE OF OHIO)SS:
COUNTY OF BUTLER)

On this 16th day of March, 2021 before me came the above-named President or Senior Vice President of The Cincinnati Insurance Company and The Cincinnati Casualty Company, to me personally known to be the officer described herein, and acknowledged that the seals affixed to the preceding instrument are the corporate seals of said Companies and the corporate seals and the signature of the officer were duly affixed and subscribed to said instrument by the authority and direction of said corporations.

Keith Collett, Attorney at Law
Notary Public – State of Ohio
My commission has no expiration date.
Section 147.03 O.R.C.

I, the undersigned Secretary or Assistant Vice-President of The Cincinnati Insurance Company and The Cincinnati Casualty Company, hereby certify that the above is the Original Power of Attorney issued by said Companies, and do hereby further certify that the said Power of Attorney is still in full force and effect.

Given under my hand and seal of said Companies at Fairfield, Ohio, this day of

BN-1457 (3/21)

During the performance of this contract, the CONTRACTOR agrees as follows:

1. The CONTRACTOR will not discriminate against any employee or applicant for employment because of race, creed, color, or national origin. The CONTRACTOR will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, creed, color or national origin. Such shall include but not be limited to the following:

   Employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation, and selection for training, include apprenticeship. The CONTRACTOR agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting agency of the municipality setting forth the provisions of this nondiscrimination clause.

2. The CONTRACTOR will, in all solicitations or advertisements for employees placed by or on behalf of the CONTRACTOR, state that all qualifying applicants will receive consideration for employment without regard to race, creed, color, or national origin.

3. The CONTRACTOR will send to each labor union or representative of workers with which he has a collective bargaining agreement or other Contract or understanding, a notice to be provided by the municipal contracting agency, advising the labor union or workers' representative of the CONTRACTOR's commitments under this ordinance. Copies of the notice shall be posted in conspicuous places available to employees and applicants for employment.

4. In the event of the CONTRACTOR's non-compliance with the non-discrimination clauses of this Contract, this Contract may be canceled, terminated or suspended in whole or in part and the CONTRACTOR may be declared ineligible for further municipal contracts.

5. CONTRACTOR will include the provisions of this ordinance in every subcontract or purchase order unless exempted by written orders of the governing body of the City of Mobile so that provisions will be binding upon each subcontractor or vendor.

ITEM VII
INSURANCE

A. INDEMNIFICATION: CONTRACTOR shall indemnify, defend and hold harmless City and its officers, elected officials, agents, representatives, and employees in respect of any and all claims, injuries, losses, diminution in value, damages, liabilities, whether or not currently due, and related expenses (including without limitation, settlement costs and any legal or other expenses for investigating or defending any actions or threatened actions) arising from or in connection with CONTRACTOR'S performance under this agreement, including but not limited to, environmental laws, regulations, orders and decrees of whatever character or nature and damage or injury to persons or property. All certificates/endorsements shall be reviewed and deemed acceptable by the City's Risk-Management Office prior to any work.

B. Insurance: CONTRACTOR shall take out and maintain during the life of the contract the following:

Contractor shall name the City of Mobile as an additional insured.

1. Workers' Compensation/Employer's Liability:

a. Workers' Compensation insurance in the amounts required by all applicable laws, rules or regulations of the state of Alabama.

b. Employer's Liability with limits of not less than:

Bodily Injury by Accident	$1,000,000 each accident
Bodily Injury by Disease	$1,000,000 policy limit
Bodily Injury by Disease	$1,000,000 each employee

c. Borrowed Servant/Alternate Employer endorsement in favor of City of Mobile.

2. Comprehensive General Liability Insurance:

a. Comprehensive General Liability (occurrence form) including coverage for products/completed operations, independent contractors, blanket contractual liability specifically covering the obligations assumed by Contractor.

b. Limit of Liability: $1,000,000 combined single limit of liability each occurrence bodily injury or property damage.

c. General Aggregate Limit shall apply on a "Per Project" Basis.

3. Automobile Liability Insurance:

a. Automobile Liability Insurance to cover any auto, including all owned, non-owned, and hired vehicles, with a $1,000,000 combined single limit of liability each accident for bodily injury and/or property damage.

4. Excess/Umbrella Liability Insurance

a. Providing following form coverage for Employer's Liability, Comprehensive General Liability, and Automobile Liability.

b. Limit of Liability: $2,000,000 combined single limit of liability each occurrence for bodily injury and/or property damage.

5. Certificate of Liability Insurance Endorsement Page

The policy endorsements listed below are required and must be listed in the "Descriptions of Operations" box on the Certificate of Liability Insurance or listed separately on an attachment to the certificate of insurance (ACORD 101, Additional Remarks Schedule).

a. Waiver of Subrogation - All policies of insurance shall be endorsed to waive rights of subrogation in favor of City of Mobile.

b. Additional Insured - All policies of insurance, except Workers Compensation and Professional Liability Insurance, shall be endorsed to name City of Mobile as an Additional Insured.

c. Primary Insurance - All policies of insurance, except Workers Compensation and Professional Liability Insurance, shall be endorsed to provide that all such insurances are primary and non-contributing with any other insurance maintained by City of Mobile.

d. Notice of Cancellation - Certificates of Insurance shall provide that such insurance shall not be subject to cancellation, non-renewal nor material change without 30 days or more (except 10 days for non-payment) prior written notice thereof to the City of Mobile.

e. Certificates of Insurance - General – Within ten (10) calendar days from the date of issuance of Contract forms for execution, Contractor shall deliver to the City of Mobile, certificates of insurance (standard ACORD format) certifying the existence and limits of the insurance coverages along with separate policy endorsements as described above. Contractor shall also be responsible for delivering policy renewal certificates to the City of Mobile.

ITEM VIII
SPECIAL PROVISIONS

1. Subletting or Assigning of Contract:

(a) Limitations: The Contractor shall not sublet, assign, transfer, convey, sell or otherwise dispose of any portion of the contract, his right, title or interest therein, or his power to execute such contract, to any person, firm or corporation without written consent of the City and such written consent shall not be construed to relieve the Contractor of any responsibility for the fulfillment of the contract. Unless otherwise stipulated in the proposal or special provisions, the Contractor shall perform with his own organization, and with the assistance of workmen under his immediate supervision and reported on his payroll, all contract work of a value not less than 50 percent of the total contract amount, except that any items designated in the contract as "Specialty Items" may be performed by subcontract, and the cost of any such "Specialty Items" so performed by subcontract may be deducted from the total contract amount before computing the amount of work required to be performed by the Contractor, with his own organization.

(b) Subcontractor's Status: A subcontractor shall be recognized only in the capacity of an employee or agent of the Contractor and the Contractor will be responsible to the City for all subcontractors' work, including failures or omissions; and his removal may be required by the City Engineer, as in the case of an employee.

2. The contractor shall not sublet the contract on any portion thereof without written permission from the City Engineer. If consent is given, the contractor will be permitted to sublet a portion of the work, but shall perform with his own organization, work amounting to not less than fifty (50%) percent of the total contract price. The performance of the contract may not be assigned.

3. The City Engineering Department reserves the right to disqualify or refuse to award the contract to a prospective bidder for the following reasons:

(a) Uncompleted work which, in the judgment of the City Engineering Department, might hinder or prevent the prompt completion of additional work if awarded.

(b) Failure to pay or satisfactorily settle all bills due to labor and material on former contracts in force at the time of issuance of proposals.

(c) Default, as defined in Article 108.12 of the Alabama Department of Transportation Standard Specifications for Highway Construction, 2018 Edition, with all latest additions and modifications of the Engineering Department for the City of Mobile under a previous contract, or unsatisfactory work of any nature on previous work. In addition to the above, disqualification for unsatisfactory progress of an on-going contract will be administered as outlined in Subarticle 108.04(c) Alabama Department of Transportation Standard Specifications for Highway Construction, 2018 Edition, with all latest additions and modifications of the Engineering Department for the City of Mobile. Disqualification applies to bidding as a prime contractor or doing any subcontract work for a prime contractor.

(d) The Owner, reserves the right to reject any Bidder who has previously failed to perform properly or complete on time contracts of similar nature, or a bid of a

bidder who is not, in the judgment of the Owner, in a position to perform the Contract.

4. The successful bidder shall make every reasonable effort to have at least five (5%) percent of the total value of the contract performed by socially and economically disadvantaged individuals. A City of Mobile DBE Compliance Form must be submitted with the bid documents. Contractors will be required to submit a City of Mobile DBE Utilization Report with each invoice and with final closeout documents. Failure to meet the committed DBE percentage without documented good-faith effort shall constitute a material breach and may result in withholding of retainage or future bid disqualification.

5. It is the intent to construct the within described work as shown on the plans and specifications prepared by the Engineering Department of the City of Mobile in accordance with the Alabama Department of Transportation Standard Specifications for Highway Construction, 2018 Edition, with all latest additions and modifications of the Engineering Department for the City of Mobile.

6. In said specifications, where the words State of Alabama, Governor, State, State Highway Department, Director, etc. appear substitute City of Mobile acting by and through its Mayor.

7. All insurance and bonds must be furnished by a Surety licensed to do business in the State of Alabama, signed or countersigned by a licensed Resident Agent of Alabama and have a minimum rating of A Class VI as reported in the latest issue of Best's Key Rating Guide Property and Casualty.

8. Payment for any work incidental to the completion of this contract, for which no item was set up, shall be absorbed in other bid items.

9. The City of Mobile reserves the right to add to or reduce quantities or delete any item or items in this contract without any adjustment in unit price. Additional items of work necessary for the completion of this contract may be added by Change Order.

10. Failure to complete the work in this contract within the time stipulated will result in a deduction for money due the contractor. Such liquidated damages will be assessed as provided for in Item 108 of the Alabama Department of Transportation Standard Specifications for Highway Construction, 2018 Edition, with all latest additions and modifications of the Engineering Department for the City of Mobile.

11. **The contractor shall provide maintenance for a period of one year from final payment for all work. This maintenance work shall include furnishing all materials, labor, and incidentals necessary to maintain the project in acceptable condition as determined by the City Engineering Department. This maintenance for a one year period shall be provided with no additional compensation.**

12. The City of Mobile may retain a reputable laboratory to make all tests, inspections, etc. required by the Alabama Department of Transportation Standard Specifications for Highway Construction, 2018 Edition, with all latest additions and modifications of the

Engineering Department for the City of Mobile at no cost to the contractor. The laboratory shall furnish copies of all test results to the City Engineer.

13. Omit.

14. Omit.

15. The Contractor shall have on the job site at all times, as his agent, a competent superintendent capable of reading and thoroughly understanding the plans and specifications and thoroughly experienced in the type of work being performed, who shall receive instructions from the City Engineer or his authorized representatives. The Superintendent shall have full authority to execute orders or directions of the City Engineer without delay and to promptly supply such materials, equipment, tools, labor and incidentals as may be required. Joint venture Contractors shall have one such superintendent for all ventures. Such superintendents shall be furnished irrespective of the amount of work sublet and shall have full authority over all subcontract work. The superintendent shall be required to have direct communication with the supplier in case of mechanical failure at the site or the plant.

16. The contractor shall take all necessary precautions for the protection of the work and safety and comfort of the general work. Such work shall comply with applicable spec sections of Items 104 and 107. There will be no compensation for this work.

17. The quantities shown on the proposal and plans are approximate. The Contractor will be paid only for the amount of each item to complete the project.

18. It will be the Contractor's responsibility to determine the exact location of all existing utilities, whether public or private, and make the necessary adjustments as required to construct the project. Prior to construction, the Contractor shall notify all utility companies to obtain information on locations, depths, etc. of their utilities. The utility companies, directed by the City Engineer unless provided for in this contract, shall undertake any relocation and/or adjustments of utilities. The Contractor shall cooperate with the utility companies and provide assistance in excavation for such adjustments and relocation work, if requested. This work will be paid for under the appropriate items of work for excavation and borrow.

    If any private utility line, including but not limited to irrigation lines, are encountered within the right-of-way, it is the Contractor's responsibility to make the necessary adjustments of said facilities and coordinate with the property owner or private company. Such adjustments are considered incidental to the project (no said pay item).

19. It shall be the Contractor's responsibility to determine if the required construction can be performed within the area provided and comply with requirements of the Occupational Safety and Health Regulations (OSHA) for construction projects of this type. Any safety measures or methods of construction that are necessary in the construction of this project to comply with these regulations are the Contractor's responsibility and shall be provided with all costs to be included in the various pay items of the contract (no direct payment).

20. The Contractor shall submit a Traffic Control Scheme for the City Traffic Engineer's approval prior to commencement of any work on this project. The scheme shall be in full compliance with all the provisions and requirements as designated in Item 740 and Article 104.04 of the Standard Specifications, the Federal MUTCD Manual, Latest Edition, and other requirements set forth by the Traffic Engineer. There shall be no direct payment for said traffic control plan preparation or for items in Section 740. All materials, signage, lights, hardware, drums, equipment, labor, handling and maintenance until project completion and any other incidentals necessary to complete the job shall be considered incidental to the project Item 740 Traffic Control. The Contractor shall restore existing traffic mechanisms to original condition.

21. All equipment shall be in good mechanical working order. If not, the Project Inspector can require removal from the project.

22. The Contractor at no direct payment will support any utilities encountered during construction, requiring support. Contractor is responsible for securing and supporting all utilities located adjacent to or within the limits of excavation. The cost associated with this work will be a subsidiary obligation of clearing & grubbing (no direct payment).

23. Maintenance roads, haul roads, laydown yards, staging areas, and detours constructed for the Contractor's use and convenience, shall be constructed at the Contract's expense, and shall be absorbed in other bid items. All construction entrances to the site of work shall have aggregate surfacing placed over filter fabric for a minimum of fifty (50) linear feet from the adjacent connecting roadway, by an appropriate width, in an effort to minimize the transportation of sediment onto existing roadways. All areas shall be restored to their preconstruction condition after project completion. Any damage to the asphalt wearing surface beyond or within the limits of construction, as determined by the Engineer or Owner, shall be repaired at no cost to the Owner. Any traffic control required to complete such repairs shall be in accordance with Federal MUTCD manual, Latest Edition and at no cost to the Owner.

24. Any damage caused by the Contractor or his subcontractors to the existing bituminous asphalt surface and/or base structure on local streets leading to or associated with this project shall be repaired by the Contractor at no cost to the owner.

25. It shall be the responsibility of the contractor to provide a substantial stand of grass at the time of the Final Inspection. Any sod that is not living and/or viable in the opinion of the Engineer shall be replaced at no additional cost to the project. The Contractor shall provide a one-year warranty period from the time of final payment.

26. Contactor shall remove and dispose of all waste and unsuitable material, from the project site. The Contractor will be held responsible for disposal of debris and construction materials in an appropriate manner and at an approved, permitted location. The Contractor will be responsible for compliance with applicable laws or ordinances regarding material type and disposal site. **Disposal of construction materials and debris is specified in Subarticles 206.4(c) and 201.03(d) of the Standard Specifications.**

The Contractor will submit a plan for the disposal of construction materials, indicating proposed disposal location, type of debris and quantity of material. City Engineering staff will monitor the disposal of construction materials for compliance with applicable laws and ordinances. There will be no additional compensation for disposing of such material off the project site.

27. All salvageable material from the project shall be stored on the project at locations designated by the City Engineer. Any material not wanted by the City of Mobile shall be the property of the Contractor and removed from the project. There will be no direct payment for removing and storing the salvageable materials, nor removing unwanted materials from the project.

28. Existing excavated material suitable for use as backfill, embankments, etc. shall be used on the project at no direct payment. Additional material required and compaction of the additional fill material shall be paid for under Item 210-D and Section 306.03 of the Standard Specifications.

29. Existing topsoil material suitable for use on the project shall be stockpiled and utilized at no direct payment. Additional topsoil required shall be paid for under Item 650-A, as designated in the Standard Specifications and will be measured by Truck Bed Measurement.

30. **All water and sanitary sewer work shall comply with the Mobile Area Water and Sewer System (MAWSS) Standard Specifications, latest edition. All MAWSS work, whether by prime or subcontractor, shall be accomplished by an experienced contractor, familiar with MAWSS construction and specifications. The Engineer may require the Contractor to provide necessary documentation explaining such experience before permission to accomplish work is granted.**

31. The project site shall be kept clean at all times. Loose dirt, materials, excavation, etc. shall be kept cleared from streets, walks, ditches, etc. The Owner reserves the right to demand that the Contractor's forces be diverted to clean up whenever conditions warrant such diversion. Diversion of Contractor's forces will not entitle the Contractor to any extension of time or additional compensation.

32. The contractor shall take whatever steps are necessary to ensure that dust is controlled during operations.

33. Omit.

34. Omit.

35. The Contractor, at no cost to the Owner, shall replace any existing survey monument or property corner that is damaged during construction.

36. Project Documentation: Prior to the start of construction, the **Contractor** shall document any features or items of interest or importance by the use of photography and/or videotapes. At least two (2) copies of video and/or photos shall be made. City Engineer shall retain

one set. Prints and/or tapes shall be delivered to the City Engineer within one week after they are made.

37. Pipe is to be videoed before acceptance by the City of Mobile. No pay item provided. Cost is considered incidental to the Project.

38. It is the sole responsibility of the Contractor to protect his/her equipment. The owner or the engineer shall not entertain any claims by the Contractor due to any damage to his or her equipment or materials.

39. The Contractor shall notify property owners prior to construction. The Contractor shall provide documentation to the Engineer that this has been accomplished. Notifying property owners is considered incidental to the project.

40. The relocation of signs and mailboxes shall be considered a subsidiary obligation of the project.

41. Any damage to private property beyond the limits required to install the storm drain system, as determined by the Engineer, shall be repaired at the Contractor's expense.

42. The Contractor shall use extreme caution when working in close proximity to existing houses or other structures. Any damage to the existing structures from the Contractor's negligence shall be repaired at the Contractor's expense. The Contractor shall be very cautious of existing landscaping items located within the project area and shall coordinate with property owners regarding landscaping items to be removed. Any damage to existing items not scheduled to be removed shall be replaced at the Contractor's expense.

43. All pipe joints shall be wrapped to City of Mobile specifications. Pipes shall not have lifting holes.

44. There shall be **NO** adjustment to fuel or asphalt index for this project.

45. The contractor shall be responsible for implementing and maintaining any and all necessary environmental control measures in accordance with all Local, State, and Federal laws and requirements. This includes erosion and sediment controls, as well as a result from any other construction related activities

46. The Contractor shall provide, install and maintain all temporary erosion control measures shown on the drawings. Wattles, hay bales, silt fences and other approved erosion control devices shall be installed by the Contractor and shall be maintained throughout the course of this project. Adjustments to the methods and types of erosion control will be necessary during the course of the construction, and it will be the responsibility of the Contractor to provide, install and maintain these as well. The Engineer shall approve methods of erosion control. It will be the responsibility of the Contractor to satisfy the City and himself that all Federal, State and Local Codes and Ordinances are abided by at all times during construction. Additionally, the Contractor shall implement any and all other Best Management Practices applicable per Federal, State, County and Municipal laws concerning water pollution.

47. The Contractor shall be responsible for implementing all erosion control BMPs on City construction projects and for all sediment within and leaving the construction site until the project is accepted by the City. Severe penalties will be imposed to ensure compliance.

48. All projects and construction sites shall be in accordance with the Clean Water Act; the Alabama Water Pollution Control Act; the current version of the Alabama Handbook for Erosion Control, Sediment Control and Stormwater Management on Construction Sites and Urban Areas; current version of the Mobile, Alabama City Code Chapter 17 Stormwater Management and Flood Control.

    Any fines, penalties, or judgments accessed to City of Mobile, its agents or representatives due to inadequately installed or maintained erosion control shall be the responsibility of the Contractor. The Contractor shall indemnify and hold harmless the Engineer, City of Mobile, its agents or representatives from all claims resulting, all or in part, from inadequately installed or maintained erosion control.

49. Omit.

50. Working hours on certain streets will be limited. All working times, closures, etc., will be coordinated with the City of Mobile Traffic Engineering Department.

51. Workmen shall wear reflectorized vests, shirts or jackets.

52. Omit.

53. Omit.

54. Omit.

55. Omit.

56. Omit.

57. Omit.

58. Omit.

59. All traffic control configurations shall be restored to their original patterns, unless otherwise directed by the Traffic Engineering Director.

60. Omit.

61. Omit.

62. The Engineer will prepare an estimate once each month for work completed. The contractor will send the Engineer a copy of his estimate figures for the month. Contractors

will be required to submit a City of Mobile DBE Utilization Report with each invoice and with final closeout documentation.

63. Omit.

64. Omit.

65. Omit.

Revised per Addendum No. 1

ITEM IX
ARTICLES OF AGREEMENT

STATE OF ALABAMA)
COUNTY OF MOBILE)
CITY OF MOBILE)

(Executed in Quintuplicate)

(1) **THIS AGREEMENT** is made and entered into by and between the **CITY OF MOBILE, ALABAMA** (hereinafter "CITY"), acting by and through its MAYOR and CITY COUNCIL, and Kingdom Construction Group LLC (hereinafter "CONTRACTOR"), and shall be effective as of the date this Agreement is last signed by all parties hereto (the "Effective Date").

WITNESSETH: That the said party of the second part has agreed and by these present does agree with the said party of the first part, for the consideration hereinafter mentioned and contained, and under the penalty expressed in a bond bearing even date with these presents and hereunto annexed, to furnish at their/his own proper cost and expense, all the necessary materials, equipment and labor, of every description and to carry out and complete in a good, firm and substantial manner the following:

Project Name: BOLTON'S BRANCH DRAINAGE IMPROVEMENTS
Project No: 2026-3005-04
Project Description: Drainage Repairs
Major work items include: Removal and replacement of stormwater piping, rip rap placement, slope stabilization, and incidental concrete work.

City of Mobile Project Number **2026-3005-04**, all complete in place with all appurtenances for the consideration of unit prices set forth in CONTRACTOR's Proposal (estimated to total $828,213.00) in strict accordance with this contract. The advertisement, proposal, special provisions, plans and specifications are all made a part of this agreement.

CITY:
(2) Wherever the word "CITY" is used, it shall refer to the City of Mobile, Alabama.

COUNCIL:
(3) Whenever the word "COUNCIL" is used in the Specifications, it shall refer to the governing body of the City of Mobile, Alabama, the party of the first part of the Agreement.

CONTRACT:
(4) Whenever the word "CONTRACT" is used it shall be held to mean the executed documents comprising the written agreement between the City of Mobile and the Contractor setting forth the obligations of the parties hereunder for the performance of the prescribed work. The Contract includes the invitation for bids, proposal, contract forms and contract bonds, specifications, supplemental specifications, special provisions, general and detailed plans, these Articles of Agreement, notice to proceed, and any change orders that are required to complete the construction of the work in an acceptable manner, including authorized extensions thereof,

and such other documents as by law or references are made a part thereof, all of which constitute one instrument.

CONTRACTOR:

(5) Whenever the word "CONTRACTOR" is used it shall be held to mean any individual, corporation, partnership, or other entity selected to perform any or all construction services. The contractor shall be eligible to bid Alabama Department of Transportation projects at the time of the prebid conference to be considered a valid bidder for this project.

CITY ENGINEER:

(6) Whenever the word "CITY ENGINEER" is used, it shall refer to the CITY ENGINEER for the City of Mobile or his appointed assistants.

ENGINEER:

(7) Whenever the word "ENGINEER" is used, it shall refer to the CITY ENGINEER for the City of Mobile or his appointed assistants.

AUTHORITY OF THE CITY ENGINEER:

(8) The CITY ENGINEER will decide all questions which may arise as to the quality and acceptability of materials furnished and work performed and as to the rate of progress of the work; all questions which may arise as to the interpretation of the plans and specifications; all questions as to the acceptable fulfillment of the contract on the part of the CONTRACTOR.

The CITY ENGINEER shall have the authority to withhold further payment or to suspend the work wholly or in part due to failure of the CONTRACTOR to correct conditions unsafe for the workmen or the general public; failure to carry out provisions of the contract; failure to carry out orders; for such periods as he may deem necessary due to unsuitable weather; for conditions unsuitable for prosecution of the work; or for any other conditions or reason deemed to be in the public interest.

DUTIES OF THE CONTRACTOR:

(9) The work performed under this contract and agreement shall be in strict compliance with the "State of Alabama Highway Department Standard Specifications for Highway Construction", 2018 Edition, with all latest additions and modifications by the Engineering Department of the City of Mobile and with the plans on file in the office of the CITY ENGINEER or as noted herein.

ARBITRATOR:

(10) Both parties to this contract hereby agree that the CITY ENGINEER shall act as referee in all questions and disputes arising under the terms of this Contract between the parties thereto and that the decision of the CITY ENGINEER in all such cases shall be final.

STANDARD SPECIFICATIONS:

(11) Whenever the word "STANDARD SPECIFICATIONS" is used, it shall refer to State of Alabama Department of Transportation Standard Specifications for Highway Construction, 2018 edition, with all latest additions and modifications by the Engineering Department of the City of Mobile, a copy of which is on file in the office of the CITY ENGINEER.

WAGE SCALE:

(12) The CONTRACTOR will be required to pay the prevailing wage rates for this district that are applicable to the trades engaged in the several different lines of work.

APPOINTMENT AND AUTHORITY OF INSPECTORS:

(13) The CITY ENGINEER may appoint such inspectors, assistants, or representatives as he deems necessary, and they shall be granted full access to the work and to the mills and factories in which material is being prepared for use under the contract.

Inspectors will be authorized to inspect all work done and materials furnished. Such inspection may extend to all or any part of the work and to the preparation, fabrication or manufacture of the materials to be used. The inspector will not be authorized to alter or waive the provisions of this contract. The inspector will not be authorized to issue instructions contrary to the plans and specifications, or to act as foreman for the CONTRACTOR; however, he shall have the authority to reject work or materials until any questions at issue can be referred to and decided by the CITY ENGINEER.

The CITY ENGINEER reserves the right to require replacement of any inspector considered to be unqualified for the work.

INSPECTION:

(14) Inspection and acceptance of materials and construction during the progress of the work shall not relieve the CONTRACTOR from any of the obligations assumed under this contract to furnish materials and to perform work strictly in accordance with its terms, and any work in accordance therewith (although overlooked and passed), shall be made good and inferior materials shall be removed and replaced with proper materials upon the demand of the CITY ENGINEER at any time prior to the completion of the work and its acceptance by the CITY ENGINEER.

INCOMPETENT EMPLOYEES TO BE DISCHARGED:

(15) If the work of any person employed by the CONTRACTOR should appear to the CITY ENGINEER to be incompetent or disorderly, he shall be immediately discharged upon the request of the CITY ENGINEER.

CHANGES AND EXTRA WORK PRECAUTIONS TO PREVENT ACCIDENT:

(16) Should the COUNCIL deem it proper or necessary in the execution of the work to make any alterations, which shall increase or diminish the quantities or the expense, such alterations or reductions shall not validate or annul the contract or agreement hereby entered into. The said COUNCIL shall determine the value of the work to be added or omitted; such value to be added to or to be deducted from the contract price as the case may be.

No claim whatever shall be made by the CONTRACTOR for extra materials or work, or for a greater amount of money than is herein stipulated to be paid, unless some changes in or additions to said work requiring additional outlay by the CONTRACTOR shall first have been ordered, in writing, by the said COUNCIL on application of the CITY ENGINEER. Said writing will be attached to the contract for the making of said improvements, stating that such work is not included in the contract, what the extras are and that such are necessary for the proper completion of the work, or for the security of the work previously done and the reason therefor.

RESPONSIBILITY FOR ACCIDENTS:

(17) The CONTRACTOR covenants to and shall defend, hold harmless, indemnify and exonerate the CITY and any of its officers, directors and employees of and from any and all claims, demands, liability, losses, damages, suits and/or judgments, whether frivolous or otherwise of any character, arising out of, or connected with, the work covered by this contract, regardless of how it may be caused. The CONTRACTOR shall be responsible for providing the City of Mobile and any of its officers, directors, and employees a defense and paying all costs of defending it and investigating said claims, including attorney's fees and expenses.

WORK TO BE PROSECUTED AS DIRECTED:

(18) All work shall be done according to the direction of the CITY ENGINEER or his authorized assistant.

GENERAL COMPLIANCE WITH LAWS:

(19) The Contractor shall comply with the provisions of the labor laws, state laws and federal and local statutes, ordinances and regulations that are applicable to the performance of this Agreement, and procure all necessary licenses and permits.

SUSPENSION OF WORK:

(20) If, in the opinion of the CITY ENGINEER, during the progress of the work the conditions of the weather make it inexpedient or hazardous to proceed with the same, or if the public need seems to demand a temporary suspension, prosecution of the project shall cease for such a period as the CITY ENGINEER may direct in writing. No allowance will be made to the CONTRACTOR for damages alleged to have been sustained on account of such suspension of the work. The period of such cessation shall be determined and recorded by the CITY ENGINEER and shall be added to the time herein specified for the completion of the work. It is further agreed that in case of any legal obstruction or injunction affecting the prosecution of the work, such delay shall extend the time of completion of such part or parts of the work as obstructed and delayed for the length of time the obstruction continued and no longer. No damages shall be claimed or allowed the CONTRACTOR by reason of such unavoidable delay.

DELAYS:

(21) Delay in completion or the acceptance of any portion of the work shall not be deemed or construed as a waiver of any of the rights of the CITY under this contract, or to prevent the abrogation of this contract on account of the violations of its terms or the enforcement and collection of any just claim for loss or damage sustained by the CITY by reason thereof. Should delay arise by reason of the neglect or inability of the CONTRACTOR to prosecute the work or to furnish materials to the extent that, in the opinion of the CITY ENGINEER, it becomes necessary to ensure the completion within the limit of time specified to this contract, the CITY ENGINEER shall serve a warning to the CONTRACTOR requiring him to provide the means or material to insure the completion of work. Should such warning be disregarded to the extent that unnecessary and unreasonable delay is likely, in the opinion of the CITY ENGINEER, to ensue, the CITY ENGINEER shall notify the COUNCIL of such fact. Should said COUNCIL so elect, the CITY may complete the contract using for such purpose all materials and tools found upon the work site and belonging to the CONTRACTOR. The COUNCIL shall assess the cost of such work against the sum, which would have been due under this contract.

COMMENCEMENT AND COMPLETION:

(22) The work shall commence within ten (10) days from the date specified in a Notice to Proceed Order to be issued to the Contractor by the Council, or its authorized representative, and shall be completed within the number of working days indicated in this Proposal, following the commencement date stipulated in said Notice to Proceed Order. In the event the Contractor should fail to complete the work within the time specified herein, the Contractor shall pay the Council, as liquidated damages, the amount specified in Section 108 of the Standard Specifications for each working day beyond the required date of completion.

ESTIMATE:

(23) In making partial payments to the CONTRACTOR, the CITY shall retain no more than five percent (5%) of the estimated amount of work done, the value of materials stored on the site (if applicable), and the value of materials suitably stored and insured off-site (if applicable). Following fifty percent (50%) completion, no further retainage shall be withheld. Each payment request must be accompanied by the DBE Utilization Report. The CONTRACTOR's schedule shall be updated monthly and submitted with each payment request.

FINAL ESTIMATE:

(24) Upon the final completion of the work according to the terms of these Articles of Agreement, the Engineer shall inspect all work and materials not previously accepted and returned, and shall render to the City Engineer and the Contractor a semi-final estimate of all work performed and materials furnished. A FINAL estimate, containing only the retainage due to the CONTRACTOR, shall then be prepared by the ENGINEER and rendered to the CITY and CONTRACTOR. Upon receipt of the Engineer's certification of project completion, the City Engineer shall inspect the work and, if satisfactory, shall pay or cause to be paid to the Contractor the final estimate, under the terms of these Articles of Agreement.

Prior to issuance of the FINAL ESTIMATE, the Contractor shall furnish, to the Engineer, the following documents:

- The Contractor must publicly advertise the Notice of Completion a minimum of once a week for a minimum of three consecutive weeks and submit proof of advertising publication, original form with notary seal, as required by Section 39-1-1(f)(1) of the 1975 Code of Alabama.
- The Contractor must execute copies of Contractor's Affidavit of Payment of Claims and Debts.
- The Contractor must have his/her surety execute copies of Consent of Surety to Final Payment.
- The Contractor must furnish a letter on his letterhead acknowledging that acceptance of final payment by the Contractor constitutes a waiver of all claims, present or future, in connection with this project.
- The Contractor must furnish a written guarantee on his letterhead covering all defects in material and workmanship for a period of one (1) year commencing on the date that final payment is received.
- The Contractor must provide a Maintenance Agreement for the grassing for up to one (1) year from the date of final payment.
- The Contractor must provide a City of Mobile DBE Utilization Report summarizing DBE participation to include the name of the DBE firm, address, telephone number and amount

paid. If there was no DBE participation on the project, this report must summarize the reasons why and document any attempts made to secure DBE participation.

Upon successful completion of these documents, payment of the FINAL ESTIMATE shall be made to the Contractor.

E-VERIFY:

(25) By signing this contract, the contracting parties affirm, for the duration of the agreement, that they will not violate Federal Immigration Law or knowingly employ, hire for employment, or continue to employ an unauthorized alien within the State of Alabama. Furthermore, a contracting party found to be in violation of this provision shall be deemed in breach of the agreement and shall be responsible for all damages resulting therefrom.

The CONTRACTOR shall ensure that all subcontractors under his employment for this project shall participate in the e-verify program. The CONTRACTOR shall be responsible for having each subcontractor sign the enclosed e-verify form. Any subcontractor found to be in violation of this provision shall cause the CONTRACTOR to be in breach of the agreement and the CONTRACTOR shall be responsible for all damages resulting therefrom.

SOURCE OF FUNDS FOR PAYMENT:

(26) The source of funds for payment by City under this contract is 2026 CIP (C1042). Said funds are on hand at the time of the execution of this contract.

PROHIBITION OF BOYCOTTING:

(27) By signing this contract, the Contractor represents and agrees that it is not currently engaged in, nor will it engage in, any boycott of a person or entity based in or doing business with a jurisdiction with which the State of Alabama can enjoy open trade.

ANTI-DISCRIMINATION CLAUSE:

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

GOVERNING LAW AND VENUE:

(29) This Agreement shall be governed by the laws of the State of Alabama, and the appropriate venue for any actions arising out of this Agreement shall be a court of proper jurisdiction in Mobile, Alabama.

TRIMBLE UNITY CONSTRUCT:

(30) The City utilizes Tremble Unity Connect (TUC) as its project management system. TUC is a secure data collection site: https://app.e-builder.net. Firms, including CONTRACTORS, shall use TUC as an essential component to project management with the City of Mobile.

SIGNATURE:

IN WITNESS WHEREOF, the parties to these presents have hereunto set their hand and seal the day and year first above written; the City of Mobile by its Mayor acting under and by virtue of the authority in him vested and the CONTRACTOR by such duly authorized officers or individuals as may be required by law.

CITY OF MOBILE

BY: _____

ITS MAYOR

_____(Print)

ATTEST:

BY: _____

CITY CLERK

_____(Print)

CONTRACTOR:

Spencer M Ruggs II

AN INDIVIDUAL

SPENCER M Ruggs III (Print)

WITNESSES:

Dorothy M Jones

Dorothy M. Jones (Print)

_____

CONTRACTOR: **(IF CORPORATION)**

_____(Print)

BY: _____

ITS PRESIDENT

_____(Print)

ATTEST:

Corporate Seal

_____

ITS SECRETARY

_____(Print)

_____

DATE

STATE OF ALABAMA }

COUNTY OF MOBILE }

I, the undersigned, Notary Public in and for said County in said State, hereby certify that Spencer M. Riggs, Jr., whose name is signed to the foregoing instrument in the capacity of President of Kingston Construction Group LLC and who is known to me, acknowledged before me on this day that, being informed of the contents of the instrument, he executed the same voluntarily on the day and date the same bears date.

Given under my hand and official seal of office this the 23rd day of February, 2026.

Lisa R. Cross

NOTARY PUBLIC My Commission Expires: 3/22/2026

LISA R. CROSS NOTARY PUBLIC ALABAMA STATE AT LARGE

ITEM X
SUPPLEMENTAL SPECIFICATIONS

Alabama Department of Transportation Standard Specifications for Highway Construction, 2018 Edition, shall be amended as follows:

1. PARAGRAPH 105.06(b) *CONTRACTOR'S SUPERINTENDENCE AND SUPERVISION* SHALL BE **AMENDED TO INCLUDE** THE FOLLOWING:

    a. If requested by the ENGINEER, Contractor shall provide resume or other information necessary to ensure that project superintendent is experienced in drainage work and associated work items. At the request of the ENGINEER in writing with concurrence of the City of Mobile, Contractor shall immediately remove any superintendent or other employee whose lack of experience, conduct or inability to effectively communicate in the English language is detrimental to the project. Said removal shall not be cause for claim against ENGINEER, City of Mobile or their agents.

    b. In the event that additional engineering or construction administration effort is required due to personnel changes required in accordance with paragraph A or solely initiated by the Contractor, the ENGINEER shall be reimbursed by the contractor for such additional effort at the ENGINEER'S prevailing hourly rates.

    Engineer shall provide Contractor a minimum of 48 hours' notice prior to initiating additional effort charges, clearly stating the reasons for such charges and notifying the Contractor of necessary steps or corrective actions to avoid additional effort charges.

    Proper corrective action taken within 48 hours by the Contractor shall void additional engineering fee charges.

    No corrective action by the Contractor shall initiate additional engineering fees retro-active to date of contractor notification.

2. ITEM 108.01 *SUBLETTING AND ASSIGNMENT (a);* PARAGRAPH 1 *LIMITATIONS* SHALL BE **AMENDED TO INCLUDE** THE FOLLOWING:

    The ENGINEER reserves the right, with approval from the CITY ENGINEER, to disapprove or disqualify a Subcontractor that has exhibited or participated in fraudulent activities either as a prime Contractor or a Subcontractor under a previous contract administered by the ENGINEER. Furthermore; the ENGINEER may require a list of references from local Contractors, Project Engineers or Government Agents in order to verify past performances, capabilities and competency before acceptance of the Subcontractor is granted.

3. SECTION 109, SUB-SECTION 109.07 *PARTIAL PAYMENT* SHALL BE **REPLACED** WITH THE FOLLOWING:

   Once each month the ENGINEER will make an appropriate estimate on the regulation form of the work or portion of the work completed and the value thereof based on the contract Unit Prices, or proportional part thereof for Lump Sum items, less retainage or any assessed liquidated damages or other designated deductions.

   The payment of any monthly estimate for any portion of the work as provided in the Specifications shall in no way affect the obligation of the Contractor to complete the work in accordance with the contract. Payment of any monthly invoice will not be made until such time as all records and forms are completed and submitted.

4. SECTION 210, PAY ITEM 210-A *UNCLASSIFIED EXCAVATION*; PAY ITEM 210-D *BORROW EXCAVATION. STRUCTURE FILL (A-2-4 OR BETTER)*: PAY ITEM 210-E *BORROW EXCAVATION STRUCTURE*, SUB-SECTION 210.09 METHOD OF MEASUREMENT SHALL BE **REPLACED** WITH THE FOLLOWING:

   Unit of Measurement for all accepted Excavation shall be by the cubic yard truck bed measure. The accepted volume of Excavation shall be based on certified delivery tickets as determined by truck bed measure.

5. OMIT

6. OMIT

7. OMIT

8. OMIT

9. OMIT

10. OMIT

11. OMIT

12. SECTION 650, PAY ITEM 650-A *TOPSOIL*: SUB-SECTION 650.04 *METHOD OF MEASUREMENT* SHALL BE **REPLACED** WITH THE FOLLOWING:

    Unit of Measurement for all accepted TOPSOIL shall be by the cubic yard truck bed measure. The accepted volume of TOPSOIL shall be based on certified delivery tickets as determined by truck bed measure.

13. ITEM 654-A, *SOLID SODDING:*

654.A.1

Description
This pay item shall include all labor, tools, equipment and materials necessary to provide, on the project site, solid sodding. It is the responsibility of the Contractor to determine the type of sod present and replace in kind.

654.A.2

Basis of Payment
Payment will be based on the respective unit bid price for solid sodding, complete-in-place, which shall be payment in full for furnishing the individual solid sodding, for hauling, preparation, placing, and maintenance (incl. watering) of the solid sodding and for all labor, equipment, tools and incidentals necessary to complete this item.

14. ITEM 659-A, *EROSION CONTROL NETTING:*

Description
This pay item shall include the furnishing, laying, and maintaining an approved protective netting material over seeded, sprigged or sodded areas as directed by the Engineer. The Contractor may select North American Green S150 Erosion Control Blanket or an equivalent.

15. ITEM 690-A, *PROJECT SIGN:*

690.A.01

Description
This pay item shall include all labor and maintenance necessary to provide, on the project site, a project sign(s) for the duration of the project. The project sign shall display the district number(s) and be in accordance with the detail shown in Attachment E.

690.A.02

Basis of Payment
Payment will be based on the respective unit bid price for project signs, complete-in-place, which shall be payment in full for furnishing the individual signs, preparation, placing, and maintenance of the signs and for all labor, equipment, tools and incidentals necessary to complete this item;

Revised per Addendum No. 1

16. ITEM 690-B, *PORTABLE TOILETS - WEEKS*:

690.B.01

Description
This pay item shall include all labor and maintenance necessary to provide, on the project site, portable toilets for the duration of the project. The Contractor, or his Subcontractors, shall provide for regularly scheduled maintenance and each unit shall be in good working order when work crews are present.

690.B.02

Basis of Payment
Payment will be based on the respective unit bid price for portable toilets, Item 690-B, complete-in- place, per toilet, per week, which shall be payment in full for furnishing the individual toilet units, for hauling, preparation, placing, and maintenance of the toilet units and for all labor, equipment, tools and incidentals necessary to complete this item.

17. ITEM 740-A, *TRAFFIC CONTROL*:

740 A.1

Description
This section shall include the work of furnishing, installing, relocating, re-installing and maintaining Construction Signs, Drums, Cones and Weights as required to maintain traffic and to provide a safe work zone, including sign post and portable supports as necessary.

740 A.2

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

740 A.3

Basis of Payment
Payment will be based on the respective unit bid price and shall be paid in full for all labor, materials, equipment, tools, transporting, installing, removal, re-installing and all incidentals necessary to complete this item.

18. ITEM 999-A, *SITE GRADING.*

Description
This pay item shall include all labor, tools, and equipment necessary to perform mass grading of the site, as shown on the drawings and specified herein, to control stormwater runoff and enable stabilization by means of permanent vegetation.

Revised per Addendum No. 1

Materials
There will be no material requirements for this pay item. The contractor shall utilize existing on-site material to perform mass grading of the site as shown on the drawings or as specified by the Project Engineer.

Method of Measurement
Partial payments may be made at the discretion of the Engineer. The total sum of all payments shall not exceed the original contract amount bid for this item.

Basis of Payment
This item will be paid for at the contract lump sum price bid.

19. ITEM 999-X, *WORK OF A SIMILAR NATURE UTILIZING BID ITEMS AND UNIT PRICES TO BE DETERMINED BY ENGINEER.*

Description
This section specifies administrative and procedural requirements governing handling and processing work of similar nature utilizing bid items and unit prices to be determined by Engineer. This has been established in lieu of additional requirements and to defer selection of actual materials and equipment to a later date when additional information is available for evaluation.

Materials
All materials furnished for use shall comply with the appropriate requirements of the Alabama Department of Transportation Standard Specifications for Highway Construction, 2018 Edition or as specified by the Engineer or the City of Mobile.

Construction Requirements
The equipment used for the installation of this item of work shall be approved by the engineer prior to beginning work on this pay item.

Method of Measurement
All work shall be measured, complete in place, in accordance with the appropriate section of the Alabama Department of Transportation Standard Specifications for Highway Construction, 2018 Edition or as specified by the Engineer or the City Engineer.

Basis of Payment

a. UNIT PRICE COVERAGE.

The item of Work of Similar Nature Utilizing Bid Items and Unit Prices to be Determined by Engineer, measured as noted above, will be paid for at a percentage of the contract lump sum price bid. This percentage will be calculated as follows:

$$\frac{Value\ of\ work\ performed\ (in\ dollars)}{Lump\ sum\ value\ of\ pay\ item\ (in\ dollars} = Amount\ payable\ (in\ percent)$$

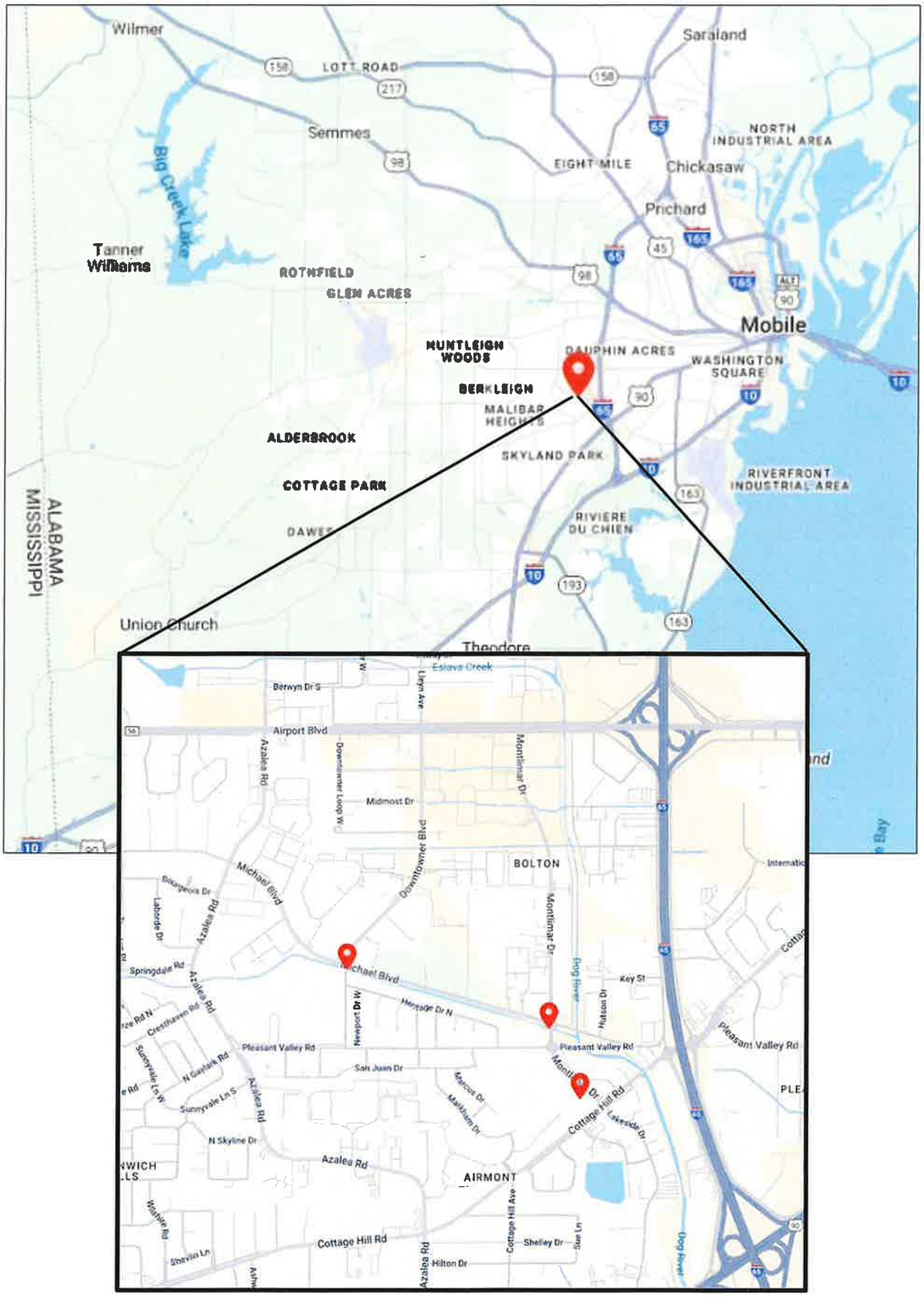
b. PAYMENT SHALL BE MADE UNDER ITEM NO.:

999X-000, Work of Similar Nature Utilizing Bid Items and Unit Prices to be Determined by Engineer – per lump sum.

Revised per Addendum No. 1

ATTACHMENT "A"

LOCATION


Wilmer
Saraland
LOTT ROAD
158
217
Semmes
98
EIGHT MILE
65
NORTH INDUSTRIAL AREA
Chickasaw
Prichard
Big Creek Lake
Tanner Williams
ROTHFIELD
GLEN ACRES
45
165
ALT 90
Mobile
NUNTLEIGH WOODS
DAUPHIN ACRES
WASHINGTON SQUARE
BERKLEIGH
MALIBAR HEIGHTS
ALDERSBROOK
SKYLAND PARK
10
RIVERFRONT INDUSTRIAL AREA
COTTAGE PARK
163
DAWES
RIVIERE DU CHIEN
193
ALABAMA
MISSISSIPPI
Union Church
Theodore
Eslava Creek
Berwyn Dr S
Airport Blvd
Azalea Rd
Downtowner Loop W
Montlimar Dr
Midmost Dr
Downtowner Blvd
BOLTON
Michael Blvd
Bourgeois Dr
Laborde Dr
Springdale Rd
Cresthaven Rd
Pleasant Valley Rd
Key St
Hutson Dr
Hog Bayou
San Juan Dr
Marcus Dr
Matthews Dr
Cottage Hill Rd
Lakeside Dr
N Skyline Dr
AIRMONT
Shelley Dr
Sue Ln
Hilton Dr
Shevlin Ln
Westside Rd
Eight Mile Creek

ATTACHMENT "B"

CONTRACTORS INSURANCE CERTIFICATIONS

Below is an example of a certificate of insurance (COI). Please note the verbiage in the "Description" area. Each COI must have this stated.

ACORD®

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

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

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

PRODUCER	CONTACT NAME:
	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	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE	$
	☐ CLAIMS-MADE ☐ OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$
							MED EXP (Any one person)	$
							PERSONAL & ADV INJURY	$
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$
	☐ POLICY ☐ PRO-JECT ☐ LOC						PRODUCTS - COMP/OP AGG	$
	OTHER:							$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$
	☐ ANY AUTO						BODILY INJURY (Per person)	$
	☐ OWNED AUTOS ONLY ☐ 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						☐ PER STATUTE ☐ OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? ☐ (Mandatory in NH)	N / A					E.L. EACH ACCIDENT	$
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$
							E.L. DISEASE - POLICY LIMIT	$

SAMPLE

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

Project Name:
Project Number: 20xx-3005-xx

City of Mobile is included as an Additional Insured in respect to all policies (except Workers Compensation and Professional Liability when applicable), which coverage shall be Primary and Non-contributory. Waiver of Subrogation applies in favor of City of Mobile with respect to all policies. Thirty (30) Day Notice of Cancellation, non-renewal or material change shall apply (except 10 days for non-payment).

CERTIFICATE HOLDER

City of Mobile
P.O. Box 1827
Mobile, Alabama 36633-1827

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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ACORD 25 (2016/03) The ACORD name and logo are registered marks of ACORD

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 03/03/2026

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	CONTACT NAME: Jasmyne Giddens
Jasmyne C. Giddens 8600 Cottage Hill Road Suite 103 Mobile, AL 36695	PHONE (A/C, No, Ext): 251-304-9724 FAX (A/C, No): 866-422-7244 E-MAIL ADDRESS: jgiddens@alfains.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Alfa Mutual Insurance	19135
INSURER B :	
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED

Kingdom Construction Group LLC
351 State Street
Mobile, AL 36604

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE	$
	☐ CLAIMS-MADE ☑ OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$
							MED EXP (Any one person)	$ 5,000
							PERSONAL & ADV INJURY	$
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$
	☑ POLICY ☐ PRO-JECT ☐ LOC						PRODUCTS - COMP/OP AGG	$
	OTHER:							$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
	☐ ANY AUTO						BODILY INJURY (Per person)	$
	☐ OWNED AUTOS ONLY ☑ SCHEDULED AUTOS	✓	✓	SC075794	02/27/2026	02/27/2027	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						☐ PER STATUTE ☐ OTH-ER	
	ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? ☐ (Mandatory in NH)	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)

Project Name: Bolton's branch drainage improvements city of mobile
Project Number: 2026-3005-04

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 nonpayment)

CERTIFICATE HOLDER

City of Mobile
P.O. Box 1827
Mobile, AL 36633-1827

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Jasmyne C. Giddens

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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 3/3/2026

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
Thompson Insurance, Inc.
PO Box 11408
Montgomery AL 36111

License#: 79250
KINGCON-01

CONTACT NAME: Harrison Hawke/Karen McDaniel
PHONE (A/C, No, Ext): 334-277-8970 **FAX (A/C, No):** 334-271-0491
E-MAIL ADDRESS: k.mcdaniel@thomins.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Richmond National Insurance Co	17103
INSURER B : AL Home Builders Self-Ins.	
INSURER C : Safety National Casualty Corp	15105
INSURER D :	
INSURER E :	
INSURER F :	

INSURED
Kingdom Construction Group, LLC
351 State St
Mobile AL 36603-6403

COVERAGES **CERTIFICATE NUMBER:** 1615548726 **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	X COMMERCIAL GENERAL LIABILITY	Y	Y	RN-7-0510578	4/10/2025	4/10/2026	EACH OCCURRENCE	$ 1,000,000
	CLAIMS-MADE X OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 100,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						MED EXP (Any one person)	$ 5,000
	POLICY X PRO-JECT X LOC						PERSONAL & ADV INJURY	$ 1,000,000
	OTHER:						GENERAL AGGREGATE	$ 2,000,000
							PRODUCTS - COMP/OP AGG	$ 2,000,000
								$
	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)	$
								$
A	X UMBRELLA LIAB X OCCUR			RN-7-0518076	3/2/2026	4/10/2027	EACH OCCURRENCE	$ 2,000,000
	EXCESS LIAB CLAIMS-MADE						AGGREGATE	$ 2,000,000
	DED RETENTION $							$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			39339-00	1/1/2026	1/1/2027	X PER STATUTE OTH-ER	
C	ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N: Y (Mandatory in NH)	N / A		SP4067497	1/1/2026	1/1/2027	E.L. EACH ACCIDENT	$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Workers Compensation coverage is limited to the terms and conditions of Alabama Workers Compensation Laws.
Project: Bolton's Branch Drainage Improvements, City of Mobile. Project No. 2026-3005-04

Certificate Holder is Additional Insured with respects to General Liability, including Ongoing and Completed Operations, on a primary and noncontributory basis, as required by written contract and Additional Insured with respects to Automobile Liability as required by written contract. Waiver of Subrogation applies to General Liability and Umbrella Liability as required by written contract. Thirty (30) Days written Notice of Cancellation applies to General Liability and Umbrella Liability as required by written contract. As regards Workers Compensation: By waiving Subrogation, the employer and servicing agent may still receive reimbursement from the law suit or claim of the injured individual; however, the employer and servicing agent may not file claim or a lawsuit against City of Mobile.

CERTIFICATE HOLDER

City of Mobile
205 Government Street
AL 36602
United States

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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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
As required by written contract or written agreement in effect during the policy period and executed prior to the "occurrence" of the "bodily injury" or "property damage".	Locations as required and specified by written contract or written agreement executed prior to the start of work on the project.
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:

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.

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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.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – COMPLETED OPERATIONS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)	Location And Description Of Completed Operations
As required by written contract or written agreement in effect during the policy period and executed prior to the "occurrence" of the "bodily injury" or "property damage".	Locations as required and specified by written contract or written agreement executed prior to the start of work on the project.
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" or "property damage" caused, in whole or in part, by "your work" at the location designated and described in the Schedule of this endorsement performed for that additional insured and included in the "products-completed operations hazard".

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;

whichever is less.

This endorsement shall not increase the applicable limits of insurance.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSUREDS – PRIMARY AND NON-CONTRIBUTORY

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE FORM

The following provision is added to this Policy:

The insurance provided to additional insureds shall be excess with respect to any other valid and collectible insurance available to additional insureds, unless a written contract specifically requests that this insurance apply on a primary and non-contributory basis, in which case this insurance shall be primary and non-contributory.

ALL OTHER TERMS AND CONDITIONS OF THE POLICY REMAIN UNCHANGED.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US (WAIVER OF SUBROGATION)

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
ELECTRONIC DATA LIABILITY COVERAGE PART
LIQUOR LIABILITY COVERAGE PART
POLLUTION LIABILITY COVERAGE PART DESIGNATED SITES
POLLUTION LIABILITY LIMITED COVERAGE PART DESIGNATED SITES
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART
RAILROAD PROTECTIVE LIABILITY COVERAGE PART
UNDERGROUND STORAGE TANK POLICY DESIGNATED TANKS

SCHEDULE

Name Of Person(s) Or Organization(s):
Any person or organization to whom or to which you are required by written contract or written agreement to waive your right of recovery because of payments we make for injury or damage directly caused by "your work" which is imputed to such person or organization
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.

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ATTACHMENT "C"

SUBCONTRACTING PLAN,
DBE UTILIZATION REPORT
E-VERIFY AFFIDAVIT,
E-VERIFY REGISTRATION PRINTOUT,
AND SECRETARY OF STATE REGISTRATION

Revised per Addendum No. 1

OFFICE OF SMALL BUSINESS DEVELOPMENT

CITY OF MOBILE

Subcontracting and Major Supplier Plan

Contact Office of Small Business Development for questions on completing this form.
Via email:Archnique.kidd@cityofmobile.org
251.208.7967

Bidders and Proposers – Please complete and submit these forms as required by your City of Mobile Bid or Proposal Specification.

If you are submitting a proposal in response to a Request for Qualifications, Request for Proposal, or other solicitation ("Solicitations") issued by the City of Mobile, the bid specification may require you to utilize disadvantaged business enterprise ("DBE") subcontractors and suppliers. If SBE participation is required, you must complete and submit these forms with your proposal. If required, failure to submit this form will render your bid non-responsive. NOTE: To satisfy participation requirements for a federally funded project, you must utilize SBEs certified through the Alabama Unified Certification Program.

If SBE participation is required, and you fail to satisfy the participation requirement, you must show that you made a good faith effort to include such participation; you will be required to submit DBE Compliance Form 2 and include additional information if needed. When so required, failure to address adequately the good faith effort factors on Form 2 will render your bid or proposal non-responsive. The "good faith effort" factors on Form 2 are not intended to be a mandatory, exhaustive, or exclusive.

You are encouraged to work with the City of Mobile Small Business Development Manager when preparing this form. Please consult with the City Small Business Development Manager for a list of eligible SBEs. The "good faith effort" factors on **Form 2** are not intended to be mandatory, exhaustive, or exclusive; they are a tool to help you, and the City of Mobile, determine whether you made efforts which, by their scope, intensity, and appropriateness to the objective, would reasonably be expected to fulfill the participation requirement.

About **"DBEs"**: Disadvantaged business enterprise or DBE means a for-profit small business concern (1) That is at least 51 percent owned by one or more individuals who are both socially and economically disadvantaged or, in the case of a corporation, in which 51 percent of the stock is owned by one or more such individuals; and (2) whose management and daily business operations are controlled by one or more of the socially and economically disadvantaged individuals who own it.

About **"Good Faith" Effort**: Good faith efforts mean efforts to achieve a DBE goal or other requirement of this part which, by their scope, intensity, and appropriateness to the objective, can reasonably be expected to fulfill the program requirement. The City of Mobile expects contractors holding large contracts to recruit and engage DBEs to be a part of their team.

Failure to submit this form, when so required by the bid or proposal specification, will render your bid non-responsive.

Updated 7.2025

Revised per Addendum No. 6

OFFICE OF SMALL BUSINESS DEVELOPMENT

CITY OF MOBILE

Subcontracting and Major Supplier Plan

Contact Office of Small Business Development for questions on completing this form.
Via email:Archnique.kidd@cityofmobile.org
251.208.7967

FORM 1: Background and Plan

Section I. Information about your company

Company	Kingdom Construction Group
Address	351 State Street, Mobile, Al 36602
Telephone	251-259-0001
E-Mail	spencer@kingdomcg.us

RFP/RFQ Solicitation Number	2026-3005-04
Project Description	Bolton's Branch Drainage Improvements
Is your company a DBE company?	Yes [X] No [ ]
Work force demographics	Male 8 Female 1 Minority 5 Non-minority 4 SDVO _____ Total number of Employees 9

Subcontractor/Major Supplier Plan submitted by:

Printed Name: Spencer Ruggs

Signature: Spencer Ruggs Date: 1-13-2026

Title: Owner

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

Name: Spencer Ruggs II Title: Owner

Email: spencer@kingdomcg.us Phone: 251-259-0001

OFFICE OF SMALL BUSINESS DEVELOPMENT

CITY OF MOBILE

Subcontracting and Major Supplier Plan

Contact Office of Small Business Development for questions on completing this form.
Via email:Archnique.kidd@cityofmobile.org
251.208.7967

FORM 1: Background and Plan (Cont'd

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

Please Print Company Kingdom Construction Group Your Bid/Proposal Amount $ 828,213 Date: 1-13-2026

Description \ Name of Bidder/Proposer: Spencer Ruggs

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

Subcontractor or Major Supplier	Phone	Scope(s) of Work to be performed by the DBE, SDVOB	$$ Value of Proposed Contract with DBE	% of TOTAL Contract	DBE?	Official Verification Only
ICS Trucking	214-490-4027	Trucking	20,000.00	2.41	Yes	
Evans and Company	251-622-5767	Materials	9,000	1.09	Yes	
L&G Industries	251-654-6042	Conrete	19,000.00	2.3	Yes	

Form 2: Good Faith Effort Documentation

Name of Bidder: _____

Contact Person: _____ Phone: _____ Email: _____

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

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

Revised per Addendum No. 1

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

CONTRACT RECORDS:

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

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

Section 2(B)

_____ There are not ways to break out 15% of the value of this contract for subcontractors / suppliers. Provide further details as to why and attach the document to this form if there is an inability to break out 15% of the value of the contract was the reason, or a reason, you could not meet the participation requirements.

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

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

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

_____

_____

Revised per Addendum #1

OFFICE OF SMALL BUSINESS DEVELOPMENT

CITY OF MOBILE

Compliance Form

DBE UTILIZATION REPORT

Return to Office Small Business Development
Via email at archnique.kidd@cityofmobile.org
P.O. Box 1948
Mobile, AL 36633

CONTRACTOR:	Certified DBE: YES NO	
DESCRIPTION:		Estimated Completion Date:

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

JAN FEB MARCH APR MAY JUNE JULY AUG SEPT OCT NOV DEC FINAL _____

Original Contract Amount	Total Amount of Contract Changes (change orders or amendments)	Final Contract Amount (include contract changes)	Payments to Date from City of Mobile	OFFICE USE ONLY (Verification)
$	$	$	$	

Instructions: List all DBEs utilized on the contract, whether or not the firms were originally listed for DBE goal credit. List actual amount paid to each DBE firm. If the established Percentage is not being met, please include a narrative description of the progress being made in DBE participation.

DBE SUBCONTRACTOR	DBE DESCRIPTION OF WORK	DBE SUBCONTRACT AMOUNT	DBE PAYMENTS THIS REPORT	PAYMENTS TO DATE	OFFICE USE ONLY (Verification)
		$	$	$	
		$	$	$	
		$	$	$	
		$	$	$	
TOTALS		$	$	$	

I HEREBY CERTIFY THAT THE INFORMATION CONTAINED HEREIN IS TRUE AND CORRECT. SUPPORTING DOCUMENTATION IS ON FILE AND IS AVAILABLE FOR INSPECTION BY CITY OF MOBILE OFFICE OF SUPPLIER DIVERSITY PERSONNEL AT ANY TIME.

PRINT NAME: _____

SIGNATURE: _____, _____ ___/___/____
(Title) (Date)

STATE OF ALABAMA
COUNTY OF MOBILE

AFFIDAVIT OF VENDOR / CONTRACTOR

Before me, a Notary public, personally appeared Spencer Ruggs II (affiant) who, being duly sworn says as follows:

President/CEO of Kingdom Construction Group .

As a condition for the award of a contract by the City of Mobile to a business entity or employer that employs one or more employees, I hereby attest that in my capacity as owner for Kingdom Construction Group 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 Kingdom Construction Group is enrolled in the E-Verify program. The Company ID Number in the E-Verify program is as follows:

2751476

CEO of Kingdom Construction Group s-isn x Spencer Ruggs II

Sworn to and subscribed before me this the 14th day of January, 2026

I certify that the affiant is known to me to be the identical party he or she claims to be.

Lisa R. Cross
Signature and Seal of Notary Public

3/22/26

LISA R. CROSS NOTARY PUBLIC ALABAMA STATE AT LARGE

Revised per Addendum No. 1

E-VERIFY IS A SERVICE OF DHS AND SSA

Company ID Number: 476987 **Client Company ID Number:** 2751476

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 Kingdom Construction Group, LLC (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. § 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. § 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@uscis.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. § 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@uscis.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 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 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. § 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. Kingdom Construction Group, LLC (Employer) hereby designates and appoints Coastal Human Resource Group, Inc. (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.

E-VERIFY IS A SERVICE OF DHS AND SSA

Company ID Number: 476987

Client Company ID Number: 2751476

Approved by:

Employer Kingdom Construction Group, LLC	
Name (Please Type or Print) Spencer Ruggs	**Title**
Signature Electronically Signed	**Date** 07/29/2025
E-Verify Employer Agent Coastal Human Resource Group, Inc.	
Name (Please Type or Print) Colleen E DeVoe	**Title**
Signature Electronically Signed	**Date** 07/29/2025
Department of Homeland Security – Verification Division	
Name (Please Type or Print) USCIS Verification Division	**Title**
Signature Electronically Signed	**Date** 07/29/2025

E-VERIFY IS A SERVICE OF DHS AND SSA

Company ID Number: 476987 **Client Company ID Number:** 2751476

Information Required for the E-Verify Program Information relating to your Company:	
Company Name	Kingdom Construction Group, LLC
Company Facility Address	351 State Street Mobile, AL 36603
Company Alternate Address	
County or Parish	MOBILE
Employer Identification Number	631209487
North American Industry Classification Systems Code	237
Parent Company	
Number of Employees	1 to 4
Number of Sites Verified for	1 site(s)

Company ID Number: 476987 **Client Company ID Number:** 2751476

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

AL	1

E-VERIFY IS A SERVICE OF DHS AND SSA

Company ID Number: 476987 **Client Company ID Number:** 2751476

Information relating to the Program Administrator(s) for your Company on policy questions or operational problems:

Name	Spencer Ruggs
Phone Number	2515547780
Fax	
Email	spencerruggs@hotmail.com

This list represents the first 20 Program Administrators listed for this company.

Alabama Secretary of State

Kingdom Construction Group, LLC	
Entity ID Number	001-056-054
Entity Type	Domestic Limited Liability Company
Principal Address	Not Provided
Principal Mailing Address	Not Provided
Status	Exists
Place of Formation	Alabama
Formation Date	01/05/2023
Registered Agent Name	Ruggs, Spencer Jr.
Registered Office Street Address	421 Holcombe Ave., Suite C Mobile, AL 36606
Registered Office Mailing Address	421 Holcombe Ave., Suite C Mobile, AL 36606
Nature of Business	
Organizers	
Organizer Name	Ruggs, Spencer Jr.
Organizer Street Address	421 Holcombe Ave., Suite C Mobile, AL 36606
Organizer Mailing Address	421 Holcombe Ave., Suite C Mobile, AL 36606
Scanned Documents	
Purchase Document Copies	
Document Date / Type / Pages	01/05/2023 Certificate of Formation 4 pgs.

Browse Results New Search

ATTACHMENT "D"

CERTIFICATIONS, AFFIDAVITS & PROJECT CLOSEOUT

CONSENT OF SURETY COMPANY
TO FINAL PAYMENT

STATE OF: ALABAMA
COUNTY OF: MOBILE

CITY OF MOBILE
CITY PROJECT NO. 2026-3005-04
BOLTON'S BRANCH DRAINAGE IMPROVEMENTS

OWNER: CITY OF MOBILE, ALABAMA

CONTRACTOR: _____

SURETY: _____

_____ _____

In accordance with the provisions of the Contract between the Owner and the Contractor listed above,

the Surety Company, _____

on bond of Contractor, _____

hereby approved the final payment to the Contractor, and agrees that the final payment to the Contractor shall not relieve the Surety Company of any of its obligations to Owner, _____ THE CITY OF MOBILE, ALABAMA.

IN WITNESS WHEREOF, the Surety Company has hereinto set its hand and seal this

_____ day of _____, 20_____.

_____
Surety Company

_____ _____
Witness Signature of Authorized Agent

_____ Title_____

Revised per Addendum No. 1

CONTRACTOR'S AFFIDAVIT OF PAYMENT OF CLAIMS & DEBTS

PROJECT: CITY OF MOBILE
CITY PROJECT NO. 2026-3005-04
BOLTON'S BRANCH DRAINAGE IMPROVEMENTS

OWNER: CITY OF MOBILE, ALABAMA

CONTRACTOR: _____

State of: _____
County of: _____

The undersigned hereby certifies that, except as listed below, he has paid in full or otherwise satisfied all obligations for all materials and equipment furnished, for all work, labor and services performed, and for all known indebtedness and claims against the Contractor for damages arising in any manner in connection with the performance of the contract referenced above for which the owner or his property might in any way be held responsible.

EXCETION: (If none, write none)

Contractor: _____

Subscribed and sworn to before me this _____

_____day of _____, 20___. By: _____

Title: _____

Notary Public: _____

My Commission Expires: _____

Revised per Addendum No. 1

CITY OF MOBILE

CONTRACTOR'S CLOSEOUT REQUIREMENTS

The Contractor shall execute the following requirements as follows:

1. The Contractor must publicly advertise the NOTICE OF COMPLETION furnished by Engineer a minimum of once a week for three (3) consecutive weeks.

2. The Contractor must execute copies of CONTRACTOR'S AFFIDAVIT OF PAYMENT OF CLAIMS AND DEBTS on the form furnished by the Engineer.

3. The contractor must have his surety execute copies of CONSENT OF SURETY TO FINAL PAYMENT on the form furnished by the Engineer.

4. The Contractor must furnish a letter on his letterhead acknowledging that acceptance of final payment by the Contractor constitutes a waiver of all claims, present or future, in connection with this project.

5. The Contractor must furnish a written guarantee on his letterhead covering all defects in material and workmanship for a period of one (1) year commencing on the date that final payment is received.

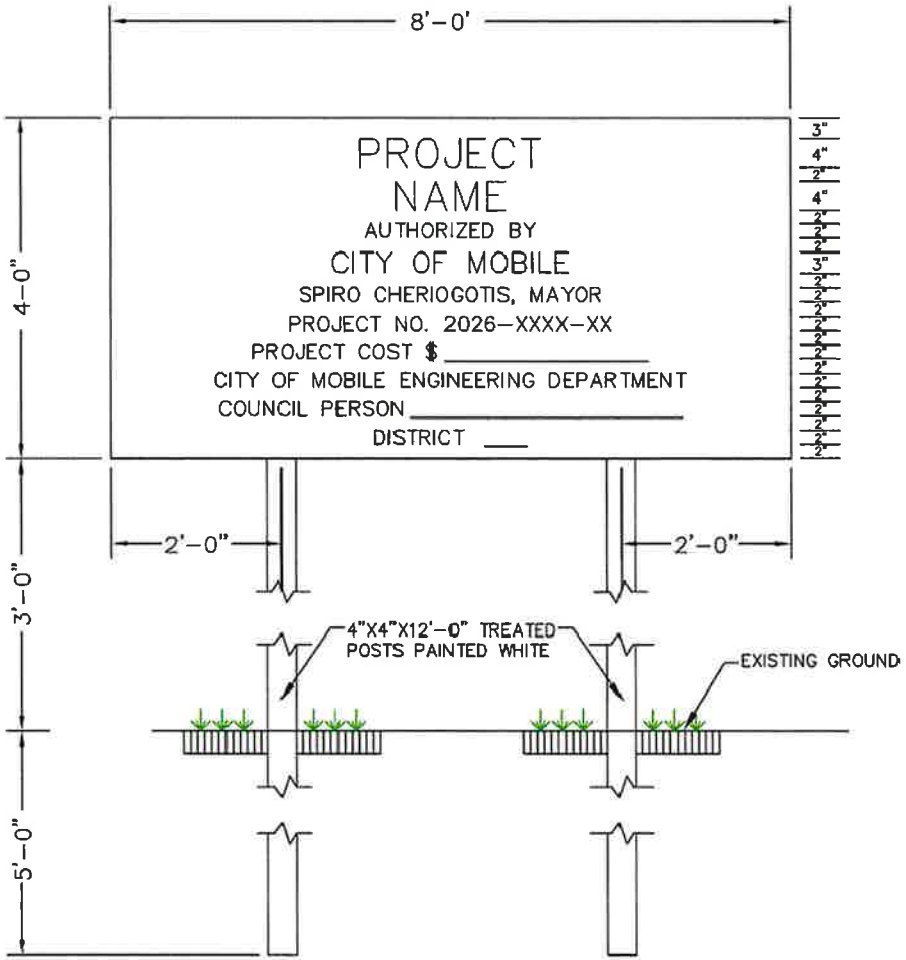
6. Contractor must provide a Maintenance Agreement for the grassing for a period of one (1) year commencing on the date that final payment is received.

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

Revised per Addendum No. 1

ATTACHMENT "E"

SIGN DETAILS



PROJECT SIGN DETAIL

1) Sign shall be constructed of 3/4"exterior grade plywood painted with 2 coats exterior semi gloss white enamel and lettered with exterior black enamel.
2) Sign to be placed at location directed by the Engineer.
3) Sign to be freshly painted and maintained in good condition until completion of project and then removed from the site.
4) Project cost shall be neatly painted on original sign and not on a board nailed to the sign.

Note: This detail is provided as an example only. Text will be project specific.

CITY OF MOBILE, ALABAMA
ENGINEERING DEPARTMENT

CITY STANDARD DRAWING
PROJECT SIGN

SCALE: N.T.S.	SHEET 1 OF 1	10-27-2025

Revised per Addendum No. 1

ATTACHMENT "F"

TAX EXEMPTION

REGULATORY REQUIREMENTS AND TAX EXEMPTIONS:

A. DESCRIPTION OF REQUIREMENTS

1. This project is being bid EXCLUDING TAXES and requires the Contractor to comply with applicable provides of the Section 40-9-14.1, Code of Alabama, 1975, as amended; applicable provisions of the Alabama Administrative Code; Alabama Department of Revenue Regulation 810-6-3-.77 and applicable requirements of the Alabama Department of Revenue (ADOR). The Contractor and the Owner will be required to apply for Certificates of Exemption with the ADOR which will handle administration of the Certificates. The Contractor shall account for the tax savings for Base Bid and Alternates on the revised proposal attached hereto, in addition to filings and reports required by the Alabama Department of Revenue during the course of the project.

2. Base bid and all Alternate Bids shall exclude state and local sales and use taxes charged to a contractor licensed by the State Licensing Board for General Contractors or subcontractor for the purchase of construction materials and supplies and other tangible personal property that becomes part of this project.

3. Forms required to be completed and submitted shall be those included in the Bid and Contract Documents; those required by the ADOR; and any others as required by the Owner.

4. The purchase of tools, equipment, and similar items, which do not become the Owner's property, are specifically excluded from these sales and use tax exemptions, and any additional exclusions as required by the ADOR's Rules and Regulations.

B. GENERAL PROCEDURES

1. The provisions of this section shall take precedence over applicable portions of the Contract and Bid Documents including, in part, "Instructions to Bidders," "General Conditions of the Contract" and "Supplementary Conditions"; unaltered provisions of those documents shall remain in effect.

2. The Contractor, subcontractors, and all material dealers are hereby made aware of the Intent of the Owner to reduce the cost of the Project by the purchase of property, materials, etc., in the manner described herein, and neither they nor the Contractor shall withhold their consent to this arrangement.

3. Any and all administrative costs incurred by Contractors and subcontractors administering the tax savings shall be considered to be included in the Base Bid Proposal and each Alternate for the Work. No additional amount shall be added to the Contract because of the service provided by the Contractor in the purchase of property, materials, etc., as described herein, or in reporting exempt purchases to the ADOR, or otherwise complying with the reporting requirements established by the ADOR.

4. The administration of the sales and use tax savings shall be administered as indicated herein and as otherwise required or directed by the ADOR. In the event of conflict, the requirements or directions of the ADOR shall govern.

5. The Contractor, notwithstanding this special purchase arrangement, shall select, describe, order, obtain approvals, submit samples, coordinate, process, prepare shop drawings, pursue, receive, inspect, store, protect, insure, guarantee, warrantee, provide, and otherwise be responsible for all materials and systems, the same as if this tax savings procedure were not implemented.

6. When necessary or required Purchase Orders shall be used for materials for Work on this project only.

7. The Contractor or subcontractor, as the case may be, shall be liable for any actual sales and use tax due; all assessments; and all civil penalties levied by the ADOR as a result of the failure to implement this procedure; the failure to properly report as required by the ADOR; or any unauthorized purchase or use of purchase orders.

8. The Contractor shall utilize the attached Accounting of Sales Tax Form in submitting its base bid and additive alternate bid.

ACCOUNTING OF SALES TAX FORM

To: City of Mobile **Date:** 1-13-2026

Name of Project: BOLTON'S BRANCH DRAINAGE IMPROVEMENTS
Project Number: 2026-3005-04

SALES TAX ACCOUNTING
Pursuant to Act 2021-372, the Contractor accounts for the sales tax NOT included in the bid proposal form as follows:

	ESTIMATED SALES TAX AMOUNT
BASE BID:	$ 17,302.00

Failure to provide an accounting of sales tax shall render the bid non-responsive. Other than determining responsiveness, sales tax accounting shall not affect the bid pricing nor be considered in the determination of the lowest responsible and responsive bidder.

Legal Name of Bidder Kingdom Construction Group

Mailing Address 351 State Street, Mobile, Al 36602

***By (Legal Signature)** Spencer M Ruggs II

*Name (type or print) Spencerc Ruggs II Spencer Ruggs II (Seal)

*Title Owner

Telephone Number 251-459-0001

Revised per Addendum No. 1

Addendum No. 1

To: All Plan Holders

From: Matt Rogers

Date: January 9, 2026

RE: Bolton's Branch Drainage Improvements
Project No. 2026-3005-04

The plans and specifications are hereby revised as follows:

General:

1. Minutes from the January 7, 2026, mandatory pre-bid meeting are included with this addendum. Items highlighted in red indicate revisions made to the meeting agenda.
2. A copy of the sign-in sheet from the January 7, 2026, mandatory pre-bid meeting is included with this addendum.
3. A utility map has been provided by MAWSS showing approximate locations and sizes of existing water and sewer facilities along Michael Blvd. This map is included with this addendum.
4. A revised copy of the project manual is included with this addendum. Please note the footer has been updated to state "Revised per Addendum No. 1".
5. A revised copy of the plans is attached via email. Updated sheets are indicated by "Revised per Addendum No. 1" in the top right corner and revisions are clouded in red.
6. The City Office of Small Business Development has provided two lists of DBE certified businesses for reference. These are attached via email.

RFI Response Log:

1. Will Type "A" Silt Fence be utilized for entire project?
    a. All silt fence utilized on this project shall be in accordance with ALDOT Standard Specifications Section 665.

2. How long will the contractor be required to maintain grass ground cover after completion of construction?
    a. Per Item VIII – Special Provisions Note 25, *It shall be the responsibility of the contractor to provide a substantial stand of grass at the time of the Final Inspection. Any sod that is not living and/or viable in the opinion of the Engineer shall be replaced at no additional cost to the project. The Contractor shall provide a one-year warranty period from the time of final payment.*

All bidders on this project are advised to email a signed copy of this sheet to the City of Mobile (matt.rogers@cityofmobile.gov) prior to Tuesday, January 13, 2026 at 12:00 PM.

A copy of the entire addendum (all 77 pages) must be submitted in order for a bid to be considered responsive.

If you have any questions regarding this addendum, please contact our office.

Sincerely,

Matthew C. Rogers, P.E.
Project Manager

SIGNED: Kingdom Construction Group
Company Name

Spencer M Rogers
Contractor's Representative

1-14-2026
Date

Pre-Bid Meeting Minutes

Date: January 7, 2026, 10:00 AM

RE: Bolton's Branch Drainage Improvements
Project No. 2026-3005-04

Meeting Location:

1. City of Mobile Engineering Department Conference Room
   Mobile Government Plaza, Third Floor South Tower

Introductions:

1. City of Mobile Engineering Department
   ~~a. John Forrester~~
   ~~b. Tammy Lambeth~~
   c. Matt Rogers
2. Attendees – See attached sign-in sheet

General:

1. This is a mandatory pre-bid meeting for City of Mobile Project No. 2026-3005-04 – Bolton's Branch Drainage Improvements. Any contractor not represented at this meeting will be disqualified from bidding on the project.
2. Plans and specifications may be obtained from the City of Mobile Engineering Department via email (matt.rogers@cityofmobile.org).
3. Bidders must be licensed Contractors in the State of Alabama pursuant to Sections 34-8-1 through 34-8-27 of the Code of Alabama of 1975 as amended, and shall indicate State License Number on outside of bid envelope. Any contractor that desires to bid as a prime contractor must possess a Municipal & Utility (MU) Major Classification or a Highways & Streets (HS) Major Classification per Section 230-X-.27 of the State of Alabama Licensing Board for General Contractors Administrative Code. The bidder must not be disqualified from bidding on ALDOT projects at the time of the Pre-Bid Conference.
4. One hundred twenty (120) working days are allowed for the construction of the project.
5. The engineer's estimate for this project is approximately $1,000,000.00
6. All questions must be presented in writing via email (matt.rogers@cityofmobile.org) prior to January 9, 2026 at 12:00 PM. The City will respond via Addendum as appropriate.
7. Failure to submit the entire bid package shall render the bidder non-responsive.
8. There is a 5% DBE goal for this project. This was reduced from the 15% DBE goal which was discussed during the pre-bid meeting.

Project Details:

1. This project is located at two separate sites.
    a. Bolton's Branch – located south of Michael Boulevard between Davidson School Drive and Montlimar Drive.
        i. Scope of work includes removing and replacing headwalls, removing concrete slope paving, placing rip rap, and crack/spall repair on the existing culvert under Montlimar Drive (BIN #13975) (Condition State 3).
    b. 1450 Montlimar Drive – located between Cottage Hill Road and Pleasant Valley Road.
        i. Scope of work includes mass grading of the existing site utilizing on-site material, maintenance of BMPs, and stabilization through permanent vegetation.

Clarifications:

1. The specifications will be revised via Addendum No. 1 as follows:
    a. Corrected formatting on Bid Bond, Labor and Materials Bond, and Performance Bond forms.
    b. Revised Bid Form is attached.
    c. Revised DBE forms are included in Attachment C. Additionally, the DBE Utilization Report is now referenced by the Special Provisions and Articles of Agreement.
    d. A revised bid book will be provided to all in attendance at the pre-bid meeting. On all pages, the footer has been revised to indicate "Revised per Addendum No. 1".
    e. Item VIII – Special Provisions, Item 4 has been revised to reduce the DBE goal from 15% to 5%.
2. The plans will be revised via Addendum No. 1 as follows:
    a. The following note has been added to Sheet 2:
    21. All paved surfaces impacted by construction shall be kept clean and free of sediment or debris at all times. This includes existing material that may be present prior to construction. Street Sweeping shall be considered a subsidiary obligation to Pay Item 600A, Mobilization.
    b. Revised Summary of Quantities on Sheets 3 and 3a.
    c. Concrete driveway added on Sheet 9.
    d. Miscellaneous details added on Sheets 14 and 15.

Important Dates:

1. January 7, 2026, 10:00 AM – Mandatory Pre-Bid Meeting
2. January 9, 2026, 12:00 PM – Last opportunity to submit questions.
3. January 14, 2026, 2:30 PM – Bid Opening

Questions:

1. Can a pay item for Flexamat be added for areas where there is concern about cover over existing utilities?
    a. No. The contractor will determine the actual utility depths via potholing or probing during construction. If shallow cover remains a concern, the City may elect to place concrete slope paving beyond the pipe end treatments in lieu of rip rap.
2. The berm detail on Sheet 9 shows solid sod but there is no quantity setup. Please clarify.
    a. 500 square yards have been added.

3. Mobilization is currently shown as a contingency pay item. Please clarify.
    a. Mobilization for this project will be paid as one lump sum under Pay Item 600A-000. This was noted on the Summary of Quantities under the Contingency Items column as 1.0 lump sum as opposed to breaking it down as a percentage at each individual work area.
4. Can we separate the pay items for Foundation Backfill and Structure Excavation?
    a. No. Due to the anticipated small quantity of these items, we feel will be more efficient to leave them together.
5. Can material from the Montlimar Drive property (Site No. 26) be hauled off?
    a. Yes. Suitable material from this site may be utilized as borrow material for the work along Michael Blvd.
6. Will the concrete on this project require a state mix?
    a. No. There is no requirement for an ALDOT approved concrete mix. All concrete used on this project shall be 3,000 psi minimum compressive strength required in 28 days. Any testing required will be coordinated by the City.
7. What level of traffic control will be required? Will there be any restrictions?
    a. A traffic control plan must be submitted to the City for approval (ladnerb@cityofmobile.org). Assume advanced warning signs, drums, etc. will be required at each location (Michael Blvd and Montlimar Drive). Assume temporary lane closures with flaggers on Michael Blvd. Assume a single lane closure on Montlimar Drive when the driveway is constructed. As long as the work doesn't interfere with school traffic, the contractor may work between 8:30 AM to 2:30 PM and after the dismissal traffic has cleared, but they must be out of the road by 4:00 PM.
8. When is the anticipated start date for this project?
    a. Assuming bids are received within budget, we anticipate starting construction approximately 6 to 8 weeks after opening bids.

Project No. 2026-3005-04
Bolton's Branch Drainage Improvements
Mandatory Pre-Bid Meeting
January 7, 2026 @ 10:00 AM

	Company Name	Contact	Contact Info.
1	City of Mobile	John Forrester	Phone: (251) 591-9100 Email: forresterj@cityofmobile.org
2	City of Mobile	Tammy Lambeth	Phone: (251) 463-4285 Email: tammy.lambeth@cityofmobile.org
3	City of Mobile	Matt Rogers MR	Phone: (251) 459-3943 Email: matt.rogers@cityofmobile.org
4 ✓	McElhenney Const.	Drew Windham	Phone: 228-217-7761 Email: drew@mcelhennyconst.com
5 ✓	Kingdom Construction Group DBE	SPENCER Ruggs	Phone: 251 554-7780 Email: SPENCER@Kingdomcg.us
6 ✓	Antonio Taylor Jamp Adams	Antonio Taylor	Phone: Email: Cowboy 5555@yahoo.com
7	City of Mobile	Oniel Morrison	Phone: 251 281-5164 Email: 251-285-7577
8 ✓	Parton Smith, Inc	Carl Hanke	Phone: 251-957-1555 Email: Carl@psinc.biz
9 ✓	Fulcrum Construction	Pat McPherson	Phone: Pat.McPherson@FulcrumGroup.com Email:
10 ✓	Scott Appleton	PC Russell	Phone: 251-487-6999 Email: Jason@PCRussell.com
11 ✓	APAC ALABAMA	JOHN McLAUGHLIN	Phone: 251 490-7602 Email: john.mclaughlin@apac.com
12 ✓	Ranger Environmental	David Guth	Phone: 251-386-8071 Email: dguth@rangerenv.us
13 ✓	C. Thornton Inc ~~Joe Regan~~	JOE REGAN	Phone: JOEREGAN@CThorntoninc.com Email: 251-639-1906

Project No. 2026-3005-04
Bolton's Branch Drainage Improvements
Mandatory Pre-Bid Meeting
January 7, 2026 @ 10:00 AM

	Company Name	Contact	Contact Info.
14 ✓	C. Thornton Inc.	Emmanuel Gregory	Phone: 251-583-5181
			Email: egregory@cthorntoninc.com
15	MAWSS	Dennis Johnson	Phone: 251-234-0368
			Email: djohnson@mawss.com
16 ✓	Chris Brewer Contracting	Carson Tortorich	Phone: 251-421-6103
			Email: carson@chrisbrewercontracting.com
17	City of Mobile [redacted]	Anthony Morris	Phone: 251-604-6428
			Email: anthony.morris@cityofmobile.gov
18	MAWSS	Rusty Lomax	Phone: 251-591-7130
			Email: RLOMAX@MAWSS.COM
19			Phone:
			Email:
20			Phone:
			Email:
21			Phone:
			Email:
22			Phone:
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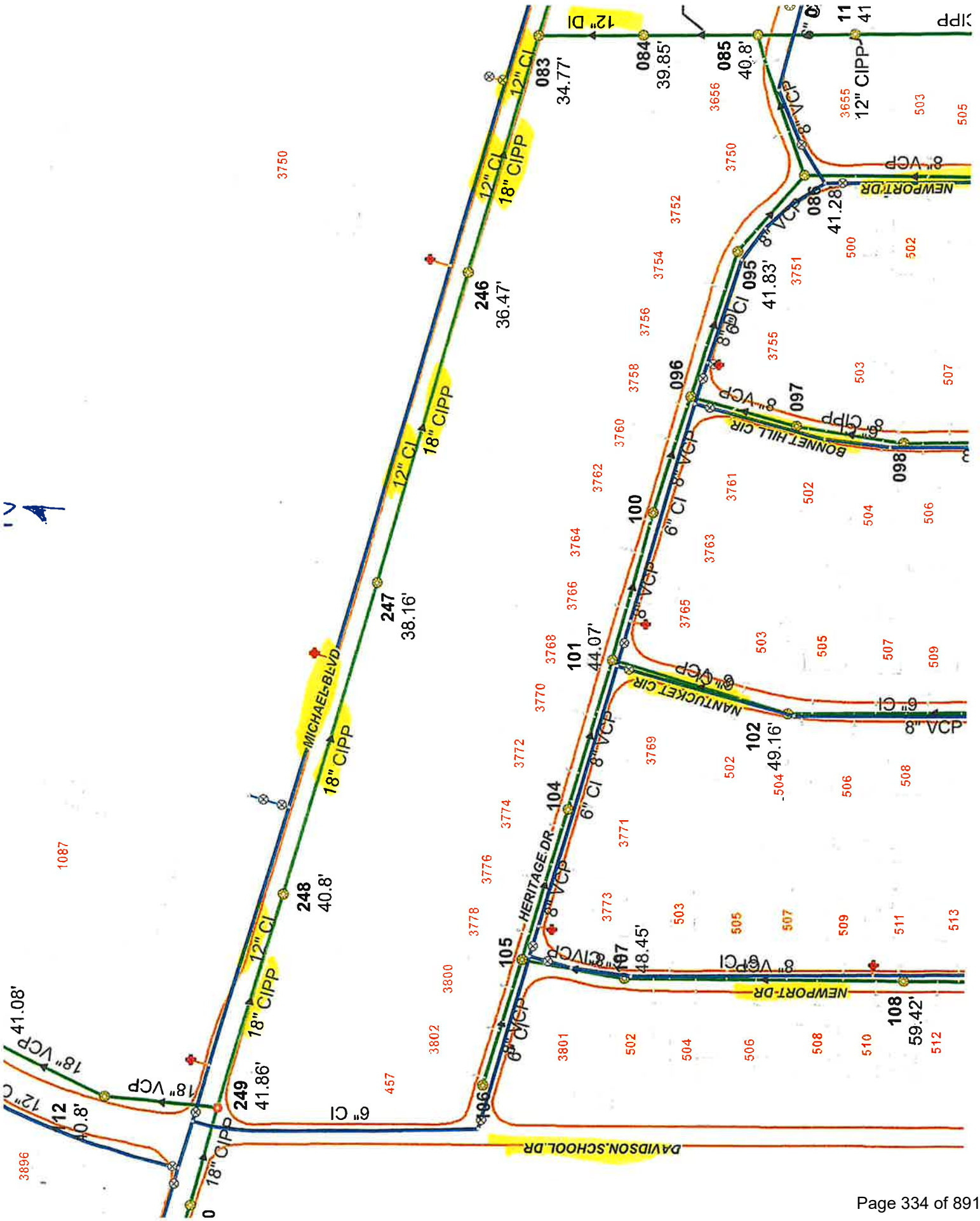
MICHAEL BLVD
HERITAGE DR
NEWPORT DR
BONNET HILL CIR
NANTUCKET CIR
DAVIDSON SCHOOL DR
12" CI
18" CIPP
12" DI
12" CIPP
8" VCP
6" CI
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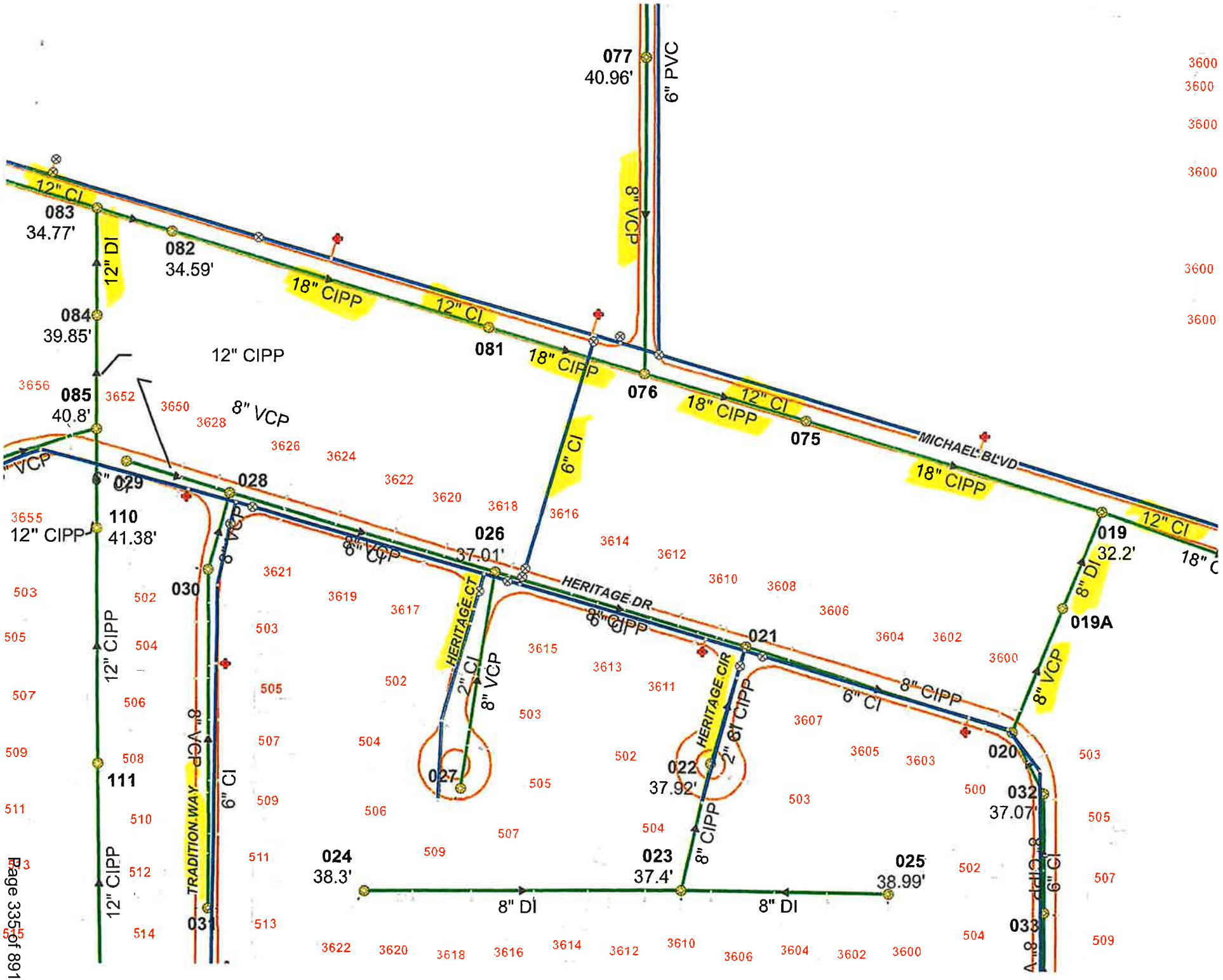

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18" CIPP
12" CI
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MICHAEL BLVD
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12" CI
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085
40.8'
8" VCP
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12" CIPP
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021
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019A
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6" CI
TRADITION WAY
111
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8" VCP
HERITAGE CIR
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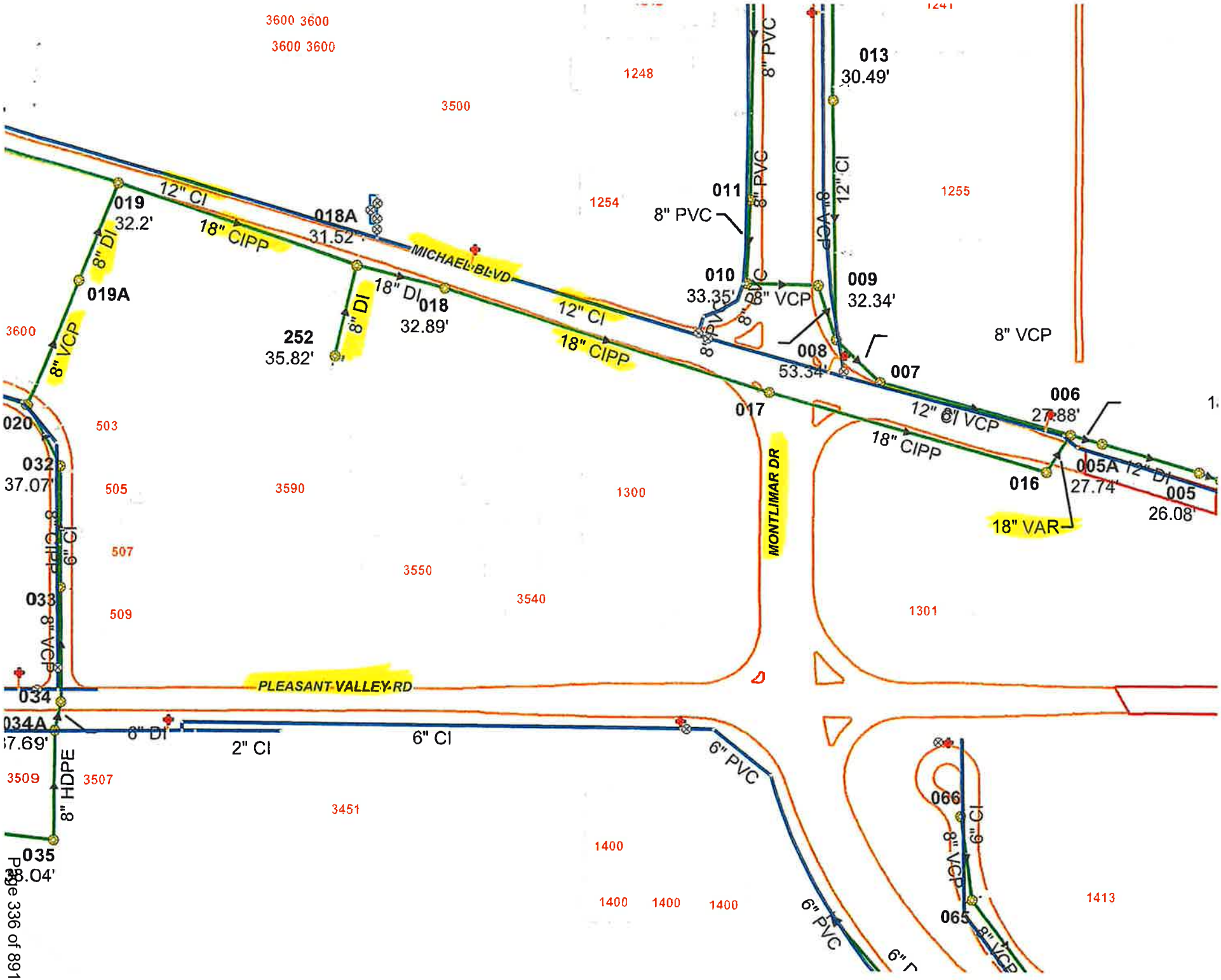

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12" CI
18" CIPP
018A
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MICHAEL BLVD
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019A
8" VCP
3600
18" DI
018
32.89'
8" DI
252
35.82'
12" CI
18" CIPP
010
33.35'
8" VCP
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8" VCP
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MONTLIMAR DR
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3590
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6" CI
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3550
033
509
3540
1301
8" VCP
PLEASANT VALLEY RD
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034A
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6" CI
6" PVC
3509
3507
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3451
066
6" CI
8" VCP
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1400
6" PVC
065
8" VCP
1413

CAPITAL CONTRACT SUMMARY SHEET

AGENDA ITEM SUMMARY SHEET

Agenda of: March 24, 2026

Submitted by:
Ricardo Woods, City Attorney

Sponsored by:
Spiro Cheriogotis, INACTIVE

Purpose and Scope of Project:
Authorize the History Museum of Mobile Operating Agreement

Amount of Contract:
$1,585,000.00

Funding Source
General Fund

ATTACHMENTS:
1. Final History Museum of Mobile Updated Operating Agreement(66386551.1)(002)(66476947.1)
2. Resolution - Museum Operating AGreement (1)

REVIEWERS:
Patricia Primm
Cherlina Monteiro
James Barber

AGREEMENT BETWEEN THE MOBILE MUSEUM BOARD AND THE CITY OF MOBILE

THIS AGREEMENT ("Agreement"), made and entered into by and between the City of Mobile, Alabama, a municipal corporation organized and existing under the laws of the State of Alabama (the "City"), and the History Museum of Mobile Board (the "Board") which was established by the Mobile City Council pursuant to *Ala. Code* Section 11-47-16, and the parties hereto agree as follows:

WHEREAS, The City is the owner of the real property, buildings and improvements known as the History Museum of Mobile, Fort Conde, and the Phoenix Fire Museum (collectively the "Facilities"); and

WHEREAS, the Board was established by City Council Ordinance pursuant to *Ala. Code* Section 11-47-16. and was incorporated on September 22, 1965. Pursuant to Mobile City Code Section 15-106, following its incorporation, property donated to the Board is the property of the Board, but upon the dissolution of the Board all property owned by the Board at the time of the dissolution shall become the property of the City. This property shall, for purposes of this Agreement. be referred to as the "Collection." The City does not claim ownership of any intellectual property developed by or at the direction of the Board, including but not limited to web pages, advertisements, or exhibit materials; and

WHEREAS, this Agreement is intended by both parties to address the operations and management of the Facilities and not the ownership of the Collection under City Code Section 15-106; and

WHEREAS, the City desires to engage the Board to manage all of the Facilities and the Board desires to accept such engagement on the terms and conditions set forth herein. The parties mutually agree that this agreement does not alter or amend the rights and responsibilities of the Board under applicable City ordinances; and

WHEREAS, the City finds and concludes that this Agreement in all respects serves a legitimate public purpose and furthers the general public welfare.

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. Definitions.

In addition to the capitalized terms defined elsewhere in this Agreement, the following terms have the meanings:

"**Annual Plan**" - defined in Section 6.2.

"**Approved Budget**" - any budget submitted by the Board and approved by the City pursuant to

Section 6.

"**Capital Improvements**" - any and all fixtures, systems (including plumbing systems, electrical wiring, conduits, junctions and other equipment, and heating and air conditioning systems) machinery, ovens, and any concessions and catering equipment and all other equipment used in connection with the operation of the Facilities, whether additional or replacement, and any and all building additions, alterations, renovations, repairs or improvements, except for any items in the above-named categories that were purchased by or belonged to the Board.

"**Fiscal Year**" - a one-year period beginning October 1 and ending September 30.

"**Laws**" - all federal, state, local and municipal regulations, ordinances, statutes, rules, laws and constitutional provisions.

"**Management Term**" - the Initial Term of this Agreement as stipulated in Section 3.1 and the Extended Term under Section 3.2, if any.

"**Operating Expenses**" - any and all expenses and expenditures of whatever kind or nature incurred, directly or indirectly, in promoting, operating, maintaining and managing the Facilities, including those listed in **Exhibit A**, all as determined in accordance with generally accepted accounting principles, consistently applied, and excluding depreciation, Capital Expenditures, and City Expenses.

2. Engagement of the Board.

2.1 Engagement and Authority of the Board. Subject to the terms and conditions set forth in this Agreement, the City hereby engages the Board, to manage, operate, and promote the Facilities for the duration of the Management Term pursuant to the requirements provided herein, and the Board hereby accepts such engagement. In such capacity, the Board shall have authority over and responsibility for the day-to-day operation of the Facilities and all activities therein, as further described in **Exhibit B**.

In its management of the Facilities, the Board shall comply with the American Alliance of Museums standards, procedures for museum record keeping, including museum record keeping, accessioning, cataloging, loans, deaccessioning, photography, and reporting annual collection data.

Failure to do so may result in a termination for default under paragraph 12.1 herein.

2.2 Reservation of Rights of City.

(a) In General. The City, including members of City Council and those acting on its behalf, shall have the right to enter all portions of the Facilities to inspect same, to observe the performance by the Board of its obligations under this Agreement, to

install, remove, adjust, repair, replace or otherwise handle any equipment, utility lines, or other matters in, on, or about the premises, or to do any act or thing which the City may be obligated or have the right to do under this Agreement or otherwise. In connection with the exercise of such rights, the City will endeavor to provide (but is not obligated to provide) advance notice to the Board for security purposes and to minimize any interference with or disruption of the Board's work under this Agreement. Nothing contained in this Section: (i) is intended or shall be construed to limit any other rights under this Agreement. nor shall this Section: (ii) impose or be construed to impose upon the City any independent obligation to construct or maintain or make repairs, replacements, alterations, additions or improvements or create any independent liability for any failure to do so. All of the above notwithstanding, the City agrees to maintain the Facilities in good repair consistent with their intended use by the public.

(b) Emergencies. The City reserves the right in the exercise of its police powers to assume control of and responsibility for the Facilities and to preempt scheduled or unscheduled events or activities as necessary in case of natural disasters or other emergencies in order to use the Facilities as shelters, staging areas or other functions in response to such exigent circumstances but shall act in good faith to minimize the disruption of the use of the Facilities under this Agreement.

(c) Meetings. The City shall have the right to hold its annual City Council Meeting in the Old City Hall.

3. Management Term.

3.1 Initial Term. The term of this Agreement shall begin effective October 1, 2025 and shall continue for three (3) years thereafter (the "Initial Term"), unless earlier terminated pursuant to the provisions of this Agreement.

3.2 Extended Terms. OMITTED.

4. Payment.

4.1 Operating Expenses for the Initial Term. Until this Agreement expires or is earlier terminated, the Board shall receive payment from the City in the total amount of One Million Five Hundred Eighty-Five Thousand Dollars and 00/100 ($1,585,000.00) for the applicable Fiscal Year. Such funds shall be used by the Board solely to cover the Operating Expenses identified in Exhibit A in connection with the management and operation of the Facilities.

The total amount shall be paid in four (4) equal quarterly installments beginning on October 1st and the first day of each subsequent quarter of the applicable Fiscal Year.

The Board acknowledges and agrees that funding under this Agreement is subject to annual

appropriation and may be increased or decreased in any subsequent Fiscal Year based on changes in the City's budget. The City retains sole and absolute discretion with respect to its budgeting decisions.

5. Budgets and Operating Expenses.

5.1 City Expenses. The City shall continue to provide, at its sole cost and at no cost to the Facilities or the Board, payment of the electricity, water, and gas bills for the Facilities, Capital Improvements as defined herein, replacements for those Capital Improvements when deemed necessary at the City's discretion, and expenditures for repair and maintenance of any category of Capital Improvements which exceed $1,000 in the aggregate, including but not limited to all maintenance, repairs and replacements of the heating, ventilation and air conditioning systems ("City Expense"). The City is responsible for all City Expenses, and the costs thereof are separate from the funds provided to the Board to cover Operating Expenses.

5.2 Capital Improvements. The authority to perform, direct and supervise Capital Improvements, shall remain with the City, and the cost thereof will not be considered Operating Expenses, except that the Board may make Capital Expenditure purchases in transactions in which the aggregate value does not exceed $2,500, without authorization by the City. The Annual Plans submitted pursuant to Section 6 shall include the Board's recommendation for Capital Improvements purchases to be accomplished during the upcoming Fiscal Year, an estimate of the cost of all such items and projects, and a request that the City budget funds therefore. The City shall retain the discretion to determine whether and to what level to fund Capital Improvements.

6. Records, Audits, and Reports.

6.1 Records and Audits. The Board shall keep full and accurate accounting records relating to its activities at the Facilities, including bank statements, and shall provide to the City Finance Department, Department of Civic and Cultural Affairs, and the Mobile City Council quarterly financial statements in the format attached hereto and labeled **Exhibit D**. The Board shall give the City's authorized representatives access to such books and records maintained at the Facilities during reasonable business hours and upon reasonable advance notice and, upon the request of the City, shall deliver copies of all bank statements and other documents and reports reasonably requested by the City. The City reserves the right to withhold or adjust payment to the Board for any quarter in which the Board's financial reports do not meet generally accepted accounting principles. The Board shall keep and preserve for at least seven years following each Fiscal Year all sales slips, rental agreements, purchase order, sales books, credit card invoices, bank books or duplicate deposit slips, and other evidence of revenues and Operating Expenses for such period. Additionally, the Board shall deliver to the City annual financial statements within thirty (30) days after the close of each Fiscal Year prepared in accordance with generally accepted accounting principles. The City shall have the right to conduct an audit of any annual report delivered in connection with this Section and/or any quarterly report delivered hereunder.

6.2 Annual Plan. At least three (3) months prior to the end of each Fiscal Year during the Management Term, the Board shall provide to the City an annual management plan for the succeeding Fiscal Year (the "Annual Plan"), which shall include the annual operating budget and annual cash flow budget for each of the Facilities for the next Fiscal Year, and a current organizational chart including all Board employees. A copy of the Annual Plan shall be simultaneously provided to the City Council. The Annual Plan shall include information regarding the Board's anticipated operations for such Fiscal Year, requested Capital Improvements purchases, and anticipated budgets therefor. The Annual Plan shall be subject to review, and approval by the City. The timing of the submission of the budgets and the Annual Plan and of the City's approval thereof will be mutually agreed upon by the parties. The Approved Budgets may be amended by the parties pursuant to procedures mutually agreed upon the parties. The Board shall not spend any funds budgeted for wages and salaries as they appear in **Exhibit D**, for a different purpose without a budget amendment approved in writing by the City.

6.3 Quarterly Reports. Within 15 working days of the end of each quarter during the Management Term, the Board shall provide to the City's Director of Civic and Cultural Affairs a written report in a form approved by the City setting out the Facilities' anticipated activities and financial condition for the upcoming quarter and reporting on the prior quarter's activities and finances. A copy of this written report shall be submitted to the Mobile City Council at the same time as submitted to the Director of Civic and Cultural Affairs.

6.4 Year to Year Funding. To qualify for City funding for the next following fiscal year, the Board shall document and provide the City with such documentation regarding: (1) revenues, including but not limited to, endowments, grants, donations, government funding from the county, state and federal governments, and income from other sources; (2) attendance, including admissions, individual or group, school visits, and other community participation; (3) fundraising activities; (4) volunteer participation in Board projects and events; and (5) all financial reporting required by this agreement. A copy of this documentation shall be simultaneously submitted to the Mobile City Council.

7. Board Employees.

7.1 Employees. Prior to and during the Management Term, the Board shall select, train, and employ at the Facilities such number of employees as the Board deems necessary or appropriate to satisfy its responsibilities hereunder.

7.2 Responsibility and Control. The Board's employees at the Facilities shall not for any purpose be considered to be employees of the City, and the Board shall be solely responsible for their supervision, daily direction and control, and for setting and paying, as Operating Expenses, the employees' compensation (including federal, state and local income tax withholding), any employee benefits, and all costs related to their employment. However, pursuant to City Ordinance Section15-103, members of the Board shall not receive any compensation for their

services. The Board shall have the sole authority to hire, terminate and discipline any and all employees working at the Facilities.

7.3 Board employees shall receive wages at a rate no lower than the wage rate for an entry level Public Service Worker established for the City of Mobile by the Mobile County Personnel Board. Any adjustments to the minimum wage must take place no later than the first day of the following fiscal year following the increase by the City of Mobile. However, Board employees are not City employees and serve at the will of the Board and are not eligible for the benefits or protections afforded employees in the Mobile County Merit System.

8. Insurance.

The Board shall obtain, maintain and keep current on behalf of itself and the City, all insurance coverages set forth in the attached **Exhibit C** (Certificate of Insurance) and such other coverage as shall be prescribed by law from time to time. The cost of all premiums for the insurance maintained by the Board pursuant to this Agreement shall be paid by the Board as an Operating Expense. The City agrees to maintain insurance policies in compliance with **Exhibit C**.

9. Indemnification.

The Board will indemnify the City, its elected officials, employees and agents, and save it harmless from and against any and all claims, actions, damages, liability and expenses in connection with loss of life, personal injury and/or damage to property arising from or out of any occurrence in, upon, or at the Facilities, or the occupancy or use by the Board of the Facilities or any part thereof, or occasioned wholly or in part by any act or omission of the Board, its agents, contractors, employees, servants, invitees, lessees or concessionaires except to the extent caused by the negligence or willful misconduct of the City, its elected officials, employees or agents. In case the City shall, without fault on its part, be made a party to any litigation commenced by or against the Board, the Board shall protect and hold the City harmless and shall pay all costs, expenses and reasonable attorney's fees incurred or paid by the City in connection with such litigation.

10. Admissions, Donations and Rental Income.

The Board shall retain all revenue derived from admissions to and rentals of the Facilities, and, at its discretion, utilize said funds to further the purposes of the Board as established by City Ordinance pursuant to Mobile City Code Sections 15-105 and 15-106. Said income, including donations to the Board and any corporation whose purpose is to support the Museum, shall be reported to the City in the Board's quarterly reports and reported in the annual cash flow budget.

11. Assignment.

Neither this Agreement nor any of the rights or obligations hereunder may be assigned by either party without the prior written consent of the other party.

12. Termination.

12.1 Termination. Either party may terminate this Agreement upon a default by the other party hereunder. A party shall be in default hereunder if it fails in any material respect to perform or comply with any of the other terms, covenants, agreements or conditions hereof, and such failure continues for more than sixty (60) days after written notice thereof from the other party. Examples of material defaults include, but are not limited to, submitting quarterly statements on a form not acceptable to the City and submitting annual financial statements that are not prepared in accordance with generally accepted accounting principles. In the event that a default (other than a default in the payment of money) is not reasonably susceptible to being cured within the 60-day period, the defaulting party shall not be considered in default if it shall within such sixty (60) day period have commenced with due diligence and dispatch to cure such default and thereafter completes with dispatch and due diligence the curing of such default. In the absence of any default, the City may, at its sole discretion, terminate this Agreement without cause or for convenience by providing sixty (60) days notice thereof.

12.2 Surrender of Premises. If the Board is incorporated on the date in which this Agreement either terminates or expires, the City and the Board agree to cooperate and exercise due diligence to allow the relocation of the Collection in an orderly fashion that does not disrupt or interfere with the public service performed by the Board. All City-owned equipment and furnishings shall be returned to the City in good repair, reasonable wear and tear excepted. If the Board is no longer incorporated, City Code Section 15-106 provides that the Collection becomes the property of the City, therefore, the Board shall be required to return the Collection with the other City-owned equipment and furnishing as required herein. A copy of all reports, records, including financial records, and documents maintained by the Board at the Facilities relating to this Agreement shall be immediately surrendered to the City by the Board upon termination or expiration.

13. Miscellaneous.

13.1 No Partnership or Joint Venture. Nothing herein is intended or shall be construed in any way to create or establish the relationship of partners or a joint venture between the City and the Board.

13.2 Entire Agreement; Prior Agreements; Amendments. This Agreement contains the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior agreements and understandings with respect thereto. No other agreements, representations, warranties or other matters, whether oral or written, will be deemed to bind the parties hereto with respect to the subject matter hereof. This Agreement shall not be altered, modified or amended in whole or in part, except in a writing executed by each of the parties hereto. Nothing in this Agreement is intended to or does modify or restrict the rights of the Board as established by the Ordinances relating to the Board.

13.3 Force Majeure. No party will be liable or responsible to the other party for any delay,

damage, loss, failure, or inability to perform caused by "Force Majeure" if notice is provided to the other party within ten days of date on which such party gains actual knowledge of the event of Force Majeure that such party is unable to perform. The term "Force Majeure" as used in this Agreement means the following: an act of God, strike, war, public rioting, lightning, fire, storm, flood, explosions, inability to obtain materials, supplies, epidemics, landslides, lightning storms, earthquakes, floods, storms, washouts, civil disturbances, explosions, acts of terrorism, breakage or accident to machinery or lines of equipment, temporary failure of equipment, freezing of equipment and any other cause whether of the kinds specifically enumerated above or otherwise which is not reasonably within the control of the party whose performance is to be excused and which by the exercise of due diligence could not be reasonably prevented or overcome.

13.4 Binding Upon Successors and Assigns. This Agreement and the rights and obligations set forth herein shall inure to the benefit of, and be binding upon, the parties hereto and each of their respective successors and permitted assigns.

13.5 Notices. Any notice, consent or other communication given pursuant to this Agreement will be in writing and will be effective either (a) when delivered personally to the party for whom intended, (b) on the second business day following mailing by an overnight courier service that is generally recognized as reliable, (c) on the fifth day following mailing by certified or registered mail, return receipt requested, postage prepaid, or (d) on the date transmitted by telecopy as shown on the telecopy confirmation therefor as long as such telecopy transmission is followed by mailing of such notice by certified or registered mail, return receipt requested, postage prepaid, in any case addressed to such party as set forth below or as a party may designate by written notice given to the other party in accordance herewith.

To the City:

City of Mobile
ATTN: Director, Civic and Cultural Affairs
P.O. Box 1827
Mobile, AL 36633-1827

To the Mobile Museum Board:

The Mobile Museum Board
ATTN: Chairman of the Board
P.O. Box 2068
Mobile, Al 36652

13.6 Governing Law; Counterparts. This Agreement will be governed by and construed in accordance with the internal Laws of the State of Alabama, without giving effect to otherwise applicable principle of conflicts of law. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original copy of this Agreement, and all of which, when taken together, shall be deemed to constitute but one and the same agreement.

13.7 Severability. The invalidity or unenforceability of any particular provision, or part of any provision, of this Agreement shall not affect the other provisions or parts hereof, and this Agreement shall be construed in all respects as if such invalid or unenforceable provisions or parts were omitted.

13.8 Interpretation. All section titles or captions in thjs agreement are for convenience of reference only. They should not be deemed to be part of this agreement or to in any way define, limit, extend, or describe the scope or intent of any provisions of this agreement. Except as specifically provided otherwise, reference to "Sections" and "Exhibits" are to sections of and exhibits to this Agreement.

13.9 Non-Waiver. A failure by either party to take any action with respect to any default or violation by the other of any of the terms, covenants, or conditions of this Agreement shall not in any respect limit, prejudice. diminish, or constitute a waiver of any rights of such party to act with respect to any prior, contemporaneous, or subsequent violation or default or with respect to any continuation or repetition of the original violation or default.

13.10 Contract Representatives. The Mayor's designated representative and the Board President shall represent the Parties, respectively, in all matters relating to this Agreement, and in either case, any individual from time to time designated by either of the foregoing with general or particular authority. Each party shall be permitted to rely on the actions taken by the designated representative of the other party or by any person authorized by a designated representative in writing in any matter relating to this Agreement, including granting any required authorizations, consents and approvals. Any party may change its designated representative by written notice to the other parties.

13.11 No Third-Party Beneficiaries. one of the provisions of this Agreement shall be for the benefit of or enforceable by a third party.

13.12 Immigration. The Board agrees that it shall comply with all the requirements of the State of Alabama Immigration Law (Act No. 2011-535 as amended by Act No. 2012-491. Alabama Code (1975) Section 31-13.1, et, seq., see Section 31-13-9) and all provisions of said Law, including all penalties for violation thereof. Compliance shall be evidenced by the Board'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 there from.

13.13 Non-Discrimination. The Board 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.

[Signature page to follow]

IN WITNESS WHEREOF, this Agreement has been duly executed by the parties as of the day and year first above written.

MOBILE MUSEUM BOARD

BY_____

PRINT NAME: _____

ITS: _____

STATE OF ALABAMA)

COUNTY OF MOBILE)

I, the undersigned Notary Public, in and for said County in said State, hereby certify that _____ whose name as _____ of the Mobile Museum Board, is signed to the foregoing Agreement, and who is known to me, acknowledged before me on this day that, being informed of the contents of the above and foregoing 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 _____ day of _____, 20__.

(SEAL)

_____

Notary Public
State of Alabama At-Large
My Commission Expires:_____

CITY OF MOBILE, A Municipal Corporation

BY_____
Spiro N. Cheriogotis, Mayor

ATTEST:

BY_____
Its City Clerk

EXHIBIT A
OPERATING EXPENSES

Operating Expenses include but are not limited to:

(1) Payroll, benefits, relocation, and related costs of all Employees employed at or performing services with respect to the Facilities.

(2) Exhibit costs may be projected over several years to enable the Board to secure expensive exhibits.

(3) Advertising.

(4) Cleaning expenses.

(5) Data processing and computer costs.

(6) Dues, subscriptions and membership costs.

(7) Insurance, as set forth in this Agreement.

(8) Professional fees.

(9) Printing and stationary costs.

(10) Postage and freight costs.

(11) Equipment rental costs.

(12) Repairs and maintenance costs that are not considered City Expenses as defined in this Agreement.

(13) Security expenses.

(14) Cost of office supplies and operating supplies.

(15) Telephone charges.

(16) Travel and entertainment expenses within amounts included in an Approved Budget and such unbudgeted travel and professional expenses as are approved in writing by the City.

(17) Cost of employee uniforms, if any.

(18) Trash and garbage removal costs.

(19) Extermination and pest control costs at the Facilities.

(20) Utilities other than those included as City Expenses under Section 5 of this Agreement.

(21) Such other reasonable and necessary expenses included in the Approved Annual Operating Budget.

EXHIBIT B
SERVICES

In addition to those rights and obligations under the Agreement, the Board shall:

(1) Manage, operate and promote the Facilities in accordance with generally accepted standards for management of history museums and related facilities while diligently progressing toward meeting American Alliance of Museum standards. The Board shall provide or cause to be provided, through itself and/or third-party subcontractors, exhibits appropriate to the Facilities, booking services, catering services, decorating services, maintenance services, and all other services in connection with the management, promotion and operation of the Facilities as appropriate. If alcohol is served at the Facilities, the Board shall maintain a Liquor Legal Liability policy naming the City as an additional insured.

(2) Negotiate, deliver and administer any and all licenses, occupancy agreements, rental agreements, booking commitments, advertising and sponsorship agreements, catering and concession agreements, decorating agreements, supplier agreements, service contracts and all other contracts and agreements in connection with the management, promotion and operation of the Facilities, provided that if any such license, agreement, commitment or contract other than those involving the license, lease or rental of any of the Facilities (or any portion thereof) in the ordinary course has a term that extends beyond the Initial Term, such license, agreement, commitment or contract shall be approved in advance by the City (which approval shall not be unreasonably withheld). In addition, the Board may utilize the Facilities or any part thereof rent-free in connection with any event and utilize the proceeds at the Board's discretion to further the purposes of the Board as established by City Ordinance pursuant to Mobile's City Code Sections 15-105 and 15-106.

(3) Establish and adjust prices, rates and rate schedules for the aforesaid licenses, agreements and contracts and any other commitments relating to the Facilities to be negotiated by the Board in the course of its management, operation and promotion of the Facilities. In determining such prices and rate schedules, the Board shall evaluate comparable charges for similar goods and services at similar and/or competing facilities and shall consult with the City about any adjustments to the rate schedules at the Facilities to be made by the Board.

(4) Maintain the Facilities in the condition received, reasonable wear and tear excepted, and rent, lease or purchase all equipment and maintenance supplies necessary or appropriate for the operation and maintenance of the Facilities, provided that the City shall be responsible for undertaking all Capital Improvements purchases.

(5) Have the authority to (i) manage food and beverage services at the Facilities including catering, staffing, and liquor license procurement and maintenance and (ii) engage in such advertising, solicitation, and promotional activities as the Board deems necessary or appropriate to develop the potential of the Facilities and the cultivation of broad

community support.

(6) Cooperate with the City for hurricane preparedness and, in that connection, to enter into emergency cleanup contracts.

(7) Exercise all rights and authority implied in Section 2.1 of the Agreement and this Exhibit B.

(8) Respond timely to all comments and complaints communicated to it by members of the public.

EXHIBIT C
INSURANCE

(a) The Board shall obtain and keep in force at all times during the Management Term:

(1) a commercial liability insurance policy, including, independent contractors, contractual liability, products and completed operations, liquor liability (as long as the Board is providing the food and beverage and catering services hereunder; otherwise, it should be contingent liquor liability), personal and advertising injury, public liability and property damage, covering the premises, the operations hereunder, in the amount of $1,000,000 per occurrence for bodily injury and $1,000,000 per occurrence for property damage;

(2) an umbrella liability insurance policy with a limit of $5,000,000 in the aggregate;

(3) a comprehensive automotive bodily injury and property damage insurance policy for business use covering all vehicles operated by the Board officers or its employees in connection with the Facilities, whether owned by the City, or otherwise, with a combined single limit of not less than $1,000,000 per occurrence (including an extension of hired and non-owned coverage);

(4) worker's compensation insurance (including occupational disease hazards) as required by law with an authorized insurance company or through the Alabama State Compensation Insurance Fund;

(5) fidelity/crime insurance covering the Board's employees;

(6) errors and omissions coverage for the Board's members and property, and additional coverage as needed to protect the Collection, artifacts, furnishings and fixtures against all perils.

(b) The Board shall insure the contents and cause the City to be named as an additional insured under all of the Board's property and hazard insurance policies covering or relating to the Facilities to the extent of its interest. Nothing in this Agreement is intended to require the Board to maintain property and hazard insurance covering the premises at the Facilities or business interruption insurance covering the interruption of operations by or for whatever cause at the Facilities.

(c) The terms of all insurance policies referred to in Section 8 of the Agreement and on this Exhibit C shall preclude subrogation claims against the Board, the City and their respective partners, members, officers, directors, employees and agents.

(d) The Board shall be the named insured(s) under all of the liability described in paragraph (a) above. The City shall be an additional insured under the insurance described in paragraphs (a) (1) and (2) above. Coverage of the City as an additional insured shall be primary and non-contributory. Said coverage shall contain a waiver of subrogation in favor of the City. The insurance maintained by each party hereunder shall contain a provision covering the parties' indemnification liabilities to each other.

(e) Certificates evidencing the existence of the above policies shall be delivered by each party to the other before the start of the Management Term. Notwithstanding the provisions of Section 8 and this Exhibit C, the parties acknowledge that the above insurance may contain exclusions

from coverage which are reasonable and customary for insurance of such type. Each such policy or certificate shall contain a valid provision or endorsement stating, "This policy will not be canceled or materially changed or altered without first giving 30 days' written notice thereof, sent by certified mail, return receipt requested, to, in the case of the Board's policies, the City of Mobile, Alabama, P.O. Box 1827, Mobile, Alabama 36633-1827."

(f) A renewal binder of coverage shall be delivered by the named insured to the other party at least twenty (20) days after a policy's expiration date, with a complete copy of such renewal insurances to follow.

EXHIBIT D
Detailed Budgeted Positions

History Museum of Mobile
FY 2025/2026
Detailed Budgeted Positions

Emp#	Last Name	First Name	Job Class	Annual Pay
Unknown	Sexton	Jon	Director	$90,000.00
Unknown	Harville	Melissa	Marketing & Events Manager	$57,158.38
Unknown	Regan	Ann L.	Events Coordinator	$40,435.20
Unknown	White	Malinda	Business Manager	$67,674.88
Unknown	James	Brantley	Curator of Education	$45,000.00
Unknown	Massa	Kathryn	Museum Educator	$38,480.00
Unknown	Nichols	Katherine	Museum Educator	$34,320.00
Unknown	Sovik	Hugh	Receptionist - Phoenix Fire Museum	$28,800.72
Unknown	Cox	Taylor	Curator of Exhibits	$52,000.00
Unknown	Newman	Mary	Asst Curator of Exhibits	$44,000.00
Unknown	Beeson	Nick	Curator of Collections	$52,205.68
Unknown	Open		Registrar	$35,942.40
Unknown	Williams	Kyle	Curator of Living History	$50,922.07
Unknown	Swinney	Danielle	Living History Program Coordinator	$36,400.00
Unknown	Strickland	Arik	Living History Interpreter	$35,609.60
Unknown	Torrey	Charles	Research Historian	$34,627.42
Unknown	Gay	Michaela	Living History Interpreter	$35,609.60
Unknown	Fisher	Amelia	Living History Interpreter	$35,609.60
Unknown	Marsh	Ronson	Facilities Manager	$51,839.95
Unknown	Ganus	Steve	Attendant	$17,915.04
Unknown	McHenry	William	Attendant	$31,657.60
Unknown	Adams	Ian	Attendant	$31,657.60
Unknown	Chambers	Charlie	Attendant	$31,657.60
Unknown	Brasher	Ashley	Receptionist	$31,657.60
Unknown	Williamson	Heather	Receptionist	$11,012.04
				$1,022,192.98

History Museum of Mobile
Payroll Expense Report
FY 2025/2026

Month	Acct#	October	November	December	January	February	March	April	May	June	July	August	September	Total
# 0f Pay Periods		2	2	2	2	2	2	2	3	2	2	2	3	26
Wages	6108.11	$68,239.18	$78,217.38	$75,666.13	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$222,122.69
Social Security	6108.12	$4,061.32	$4,496.30	$4,338.16	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$12,895.78
Medicare	6108.13	$949.82	$1,051.54	$1,014.56	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$3,015.92
Fed Unemployment	6108.14	$54.12	$42.55	$26.50	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$123.17
State Unemployment	6108.15	$353.92	$301.57	$180.20	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$835.69
Workers Comp Ins	6108.16	$236.84	$379.18	$384.06	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$1,000.08
Life Insurance	6108.17	$521.73	$532.79	$552.82	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$1,607.34
Heath Insurance	6108.18	$10,317.63	$10,209.52	$10,631.51	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$31,158.66
Background check	6108.20	$50.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$50.00
Adm Fee Elm	6108.30	$172.66	$172.16	$175.05	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$519.87
401k Employer Match	6108.20	$373.80	$810.17	$446.56	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$1,630.53
Contract Services - Attendant	6108.40	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
Totals		$85,331.02	$96,213.16	$93,415.55	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$274,959.73

History Museum of Mobile
Operating Expenses By Month
FY 2025/2026

	October	November	December	January	February	March	April	May	June	July	August	September	Total
Advertising	$8,448.29	$4,373.84	$4,118.95	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$16,941.08
Contract Hauling													$0.00
Contract Labor													$0.00
Exhibits	$1,685.10	$3,695.34	$2,715.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$8,095.44
Dues and Memberships	$377.50	$72.50	$88.69	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$538.69
Software Costs	$2,162.27	$2,447.99	$2,233.25	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$6,843.51
Legal Fees													$0.00
Non-contractual Services (operating services)***													$0.00
Leased Copier Rental	$0.00	$98.84	$121.33	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$220.17
Maintenance and Repair	$646.53	$986.63	$1,667.63	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$3,300.79
Professional and Technical *	$0.00	$15,000.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$15,000.00
Security													$0.00
Vehicle Towing Expenditures													$0.00
Cost Reimbursements													$0.00
Garage Fuel Reimbursed													$0.00
Garage Labor Reimbursed													$0.00
Garage Parts Reimbursed													$0.00
Reimburse Garage Scrap													$0.00
Impounded Vehicles													$0.00
Overtime Reimbursed													$0.00
Salaries Reimbursed	$85,331.02	$96,213.16	$93,415.55	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$274,959.73
Vehicle Towing & Other Impound													$0.00
Office Supplies	$0.00	$184.54	$267.22	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$451.76
Operating Supplies**	$0.00	$1,480.75	$564.63	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$2,045.38
Printing and Reproduction	$0.00	$0.00	$270.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$270.00
Safety Equipment													$0.00
Auto Rental													$0.00
Fuel and Lubricants													$0.00
Events	$200.00	$2,608.00	$3,094.22	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$5,902.22
Motor Pool Budget Rate													$0.00
Repair Parts													$0.00
Training													$0.00
Travel	$1,114.59	$157.85	$41.86	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$1,314.30
Mileage Reimbursed													$0.00
Cellular Phone Expense													$0.00
Electrical													$0.00
Gas													$0.00
Internet Service	$308.80	$308.80	$316.80	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$934.40
Postage	$78.00	$436.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$514.00
Telephone	$899.45	$899.45	$920.92	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$2,719.82
Water													$0.00
Capitalized Equipment													$0.00
Small Equipment (less than $5,000)	$0.00	$1,951.25	$1,066.20	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$3,017.45
Testing													$0.00
Insurance - Flood													$0.00
Insurance - General	$5,024.76	$5,042.76	$5,042.76	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$15,110.28
Real Property Lease													$0.00
Grants Expenditure													$0.00
Unclassified Expenditures (necessary expenses)	$0.00	$76.15	$49.98	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$126.13
Cash Over/Short													$0.00
GRAND TOTAL OPERATING EXPENSES	$106,276.31	$136,033.85	$115,994.99	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$358,305.15

OPERATING EXPENSE BUDGET
FY 2026

DEPARTMENT NAME:

MONTH	Q1	Q2	Q3	Q4	Total
Advertising	19,250	19,250	19,250	19,250	77,000
Contract Hauling	-	-	-	-	
Contract Labor	-	-	-	-	-
Exhibits	26,337	26,337	26,337	26,339	105,350
Dues and Memberships	1,125	1,125	1,125	1,125	4,500
Software Costs	8,250	8,250	8,250	8,250	33,000
Legal Fees	-	-	-	-	-
Non-contractual Services (operating services)***	-	-	-	-	-
Leased Copier Rental	450	450	450	450	1,800
Maintenance and Repair	6,787	6,788	6,787	6,788	27,150
Professional and Technical *	5,000	5,000	5,000	5,000	20,000
Security	-	-	-	-	
Vehicle Towing Expenditures	-	-	-	-	
Cost Reimbursements	-	-	-	-	
Garage Fuel Reimbursed	-	-	-	-	
Garage Labor Reimbursed	-	-	-	-	
Garage Parts Reimbursed	-	-	-	-	
Reimburse Garage Scrap	-	-	-	-	
Impounded Vehicles	-	-	-	-	
Overtime Reimbursed	-	-	-	-	
Salaries Reimbursed	314,000	314,000	314,000	314,000	1,256,000
Vehicle Towing & Other Impound	-	-	-	-	
Office Supplies	1,325	1,325	1,325	1,325	5,300
Operating Supplies**	3,125	3,125	3,125	3,125	12,500
Printing and Reproduction	875	875	875	875	3,500
Safety Equipment	-	-	-	-	
Auto Rental	-	-	-	-	
Fuel and Lubricants	-	-	-	-	
Events	6,750	6,750	6,750	6,750	27,000
Motor Pool Budget Rate	-	-	-	-	
Repair Parts	-	-	-	-	
Training	-	-	-	-	
Travel	500	500	500	500	2,000
Mileage Reimbursed	-	-	-	-	
Cellular Phone Expense	-	-	-	-	
Electrical	-	-	-	-	
Gas	-	-	-	-	
Internet Service	975	975	975	975	3,900
Postage	450	450	450	450	1,800
Telephone	2,875	2,875	2,875	2,875	11,500
Water	-	-	-	-	
Capitalized Equipment	-	-	-	-	
Small Equipment (less than $5,000)	2,000	2,000	2,000	2,000	8,000
Testing	-	-	-	-	
Insurance - Flood					
Insurance - General	15,000	15,000	15,000	15,000	60,000
Real Property Lease	-	-	-	-	
Grants Expenditure	-	-	-	-	
Unclassified Expenditures (necessary expenses)	2,250	2,250	2,250	2,250	9,000
Cash Over/Short	-	-	-	-	
GRAND TOTAL OPERATING EXPENSES	417,324	417,325	417,324	417,327	1,669,300

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 they hereby are, authorized and directed to execute and attest, respectively, for and on behalf of the City of Mobile, an Operating Agreement between City of Mobile and the Mobile Museum Board, in which the parties address the operations and management of the Facilities known as the History Museum of Mobile, Fort Conde, and the Phoenix Fire Museum, as outlined in the agreement attached hereto and made a part hereof as though set forth in full herein. A copy of said agreement is on file in the office of the City Clerk.

ADOPTED:

_____

CITY CLERK

CAPITAL CONTRACT SUMMARY SHEET

AGENDA ITEM SUMMARY SHEET

Agenda of: March 24, 2026

Submitted by:
John Paine, Purchasing Agent

Sponsored by:
Spiro Cheriogotis, INACTIVE

Purpose and Scope of Project:
To approve issuance of purchase order to Butler Complete Services LLC for storm drainage vegetation and debris removal - 3525 Demetropolis Road to Halls Mil Road

Amount of Contract:
$29,479.59

Funding Source
General fund

ATTACHMENTS:
1. 20260318 Butler Agenda Package POs

REVIEWERS:
Donald Rose
James Barber

AGENDA ITEM SUMMARY SHEET

Print Page | Reset

Agenda of: 24 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 Butler Complete Services LLC

PURPOSE & SCOPE OF PROJECT:
To approve issuance of purchase order to Butler Complete Services LLC for storm drainage vegetation and debris removal - 3525 Demetropolis Road to Halls Mil Road
General fund

RESOLUTION ☒ ORDINANCE ☐ OTHER ☐

AMOUNT OF CONTRACT: $29,479.59

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:

R E S O L U T I O N

Sponsored by: Mayor Spiro N. Cheriogotis

BE IT RESOLVED BY THE CITY COUNCIL OF MOBILE, ALABAMA, that the 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
9625	2026	(2070) PUBLIC SERVICES ADMINISTRATION	STORM DRAINAGE VEGETATION AND DEBRIS REMOVAL – 3525 DEMETROPOLIS ROAD TO HALLS MILL ROAD (PRICE BELOW BID REQUIREMENT; VENDOR ROTATION POOL)	$29,479.59	(297507) BUTLER COMPLETE SERVICES LLC

Adopted:

_____
City Clerk

Bill To	Requisition 00009625-00 FY 2026
ACCOUNTS PAYABLE	
P O BOX 389	Acct No: 1000.40.20.2070.2096.2070.0000.0000.42155.
MOBILE, AL 36601	Review:
vendorinvoices@cityofmobile.org	Buyer:
	Status: Approved Page 1

Vendor
BUTLER COMPLETE SERVICES LLC
2808 GASLIGHT LN EAST

MOBILE, AL 36695

Tel#2515917278
Fax 2512877525

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
03/17/26	297507				PUBLIC SERVICES ADMINISTRAT

LN	Description / Account	Qty	Unit Price	Net Price
001	2026 STORM DRAINAGE DITCH CLEANING PROJECT #VEG-2026-2070-56 3525 DEMETROPOLIS RD TO HALLS MILL RD Additional Description Notes --- DISTRICT 4	1.00 EACH	29479.59000	29479.59
	1 1000.40.20.2070.2096.2070.0000.0000.42155.			29479.59

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 29479.59

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

Account	Amount	Remaining Budget
1000.40.20.2070.2096.2070.0000.0000.42155.	29479.59	3970194.83

STORMWATER EXP DITCH MAINTENANCE

Bill To	Requisition 00009625-00 FY 2026
ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Acct No: 1000.40.20.2070.2096.2070.0000.0000.42155. Review: Buyer: Status: Approved Page 2

Vendor	Ship To
BUTLER COMPLETE SERVICES LLC 2808 GASLIGHT LN EAST MOBILE, AL 36695 Tel#2515917278 Fax 2512877525	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
03/17/26	297507				PUBLIC SERVICES ADMINISTRAT

LN	Description / Account	Qty	Unit Price	Net Price
	***** Approval/Conversion Info *****			
	Activity Date Clerk	Comment		
	Approved 03/17/26 MATTHEW ANDERSON			
	Approved 03/17/26 SHONNDA SMITH	Auto approved by: 910516584		
	Approved 03/17/26 CHERI BOUCHER	Auto approved by: 910516584		
	Approved 03/18/26 DONALD ROSE	Auto approved by: 9105paij		
	Approved 03/18/26 SANDRA LEWIS	Auto approved by: 9105paij		
	Approved 03/18/26 STEVEN KRONINGER	Auto approved by: 9105paij		
	Approved 03/18/26 SAMANTHA COOLEY	Auto approved by: 9105paij		
	Approved 03/18/26 JAMES NEESE	Auto approved by: 9105paij		
	Approved 03/18/26 PATRICIA KENNEDY-JONES	Auto approved by: 9105paij		
	Approved 03/18/26 REBECCA CRUMPLER	Auto approved by: 9105paij		
	Approved 03/18/26 ANNE FOLEY	Auto approved by: 9105paij		
	Approved 03/18/26 JOHN PAINE			

Authorized By: _____ Date: _____
Signature

Company Name	Contact	Email Address	E-Verify	Insurance	COM BL	Vendor Number
A & D Cromwell Concrete	Anthony Cromwell	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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DITCH MAINTENANCE STANDARDS	EXHIBIT F

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 provides 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

ACORD

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

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

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

PRODUCER	CONTACT NAME:	
	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	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE	$
	CLAIMS-MADE OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$
							MED EXP (Any one person)	$
							PERSONAL & ADV INJURY	$
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$
	POLICY PRO-JECT LOC						PRODUCTS - COMP/OP AGG	$
	OTHER:							$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$
	ANY AUTO						BODILY INJURY (Per person)	$
	OWNED AUTOS ONLY / 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						PER STATUTE OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? N / A						E.L. EACH ACCIDENT	$
	(Mandatory in NH)						E.L. DISEASE - EA EMPLOYEE	$
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - POLICY LIMIT	$

SAMPLE

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

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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:

Print Name:

Date:

Signature:

Print Name:

Date:

WITNESSED BY:

Signature:

Print Name:

Address:

Date:

Signature:

Print Name:

Address:

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.

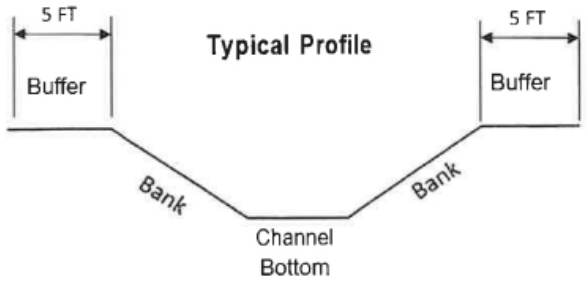
The MUTCD can be found at https://mutcd.fhwa.dot.gov/kno_2009r1r2.htm.

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

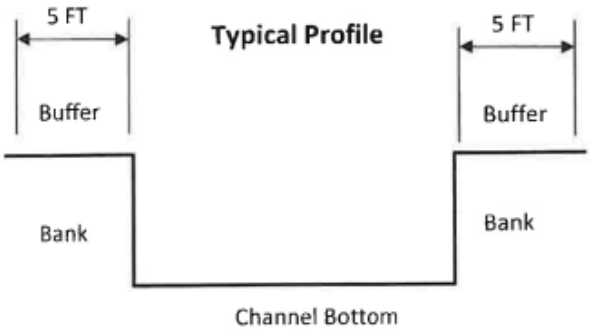
Ditch Maintenance Standards

Trapezoidal Ditch Maintenance Standards



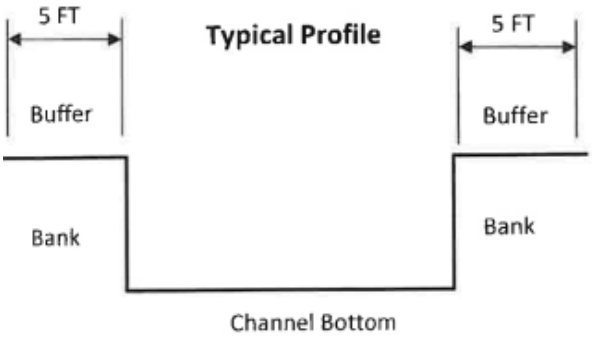
Note: This profile represents a typical concrete trapezoidal ditch. Depth, bank slope and buffer area varies.

Concrete Rectangular Ditch Maintenance Standards



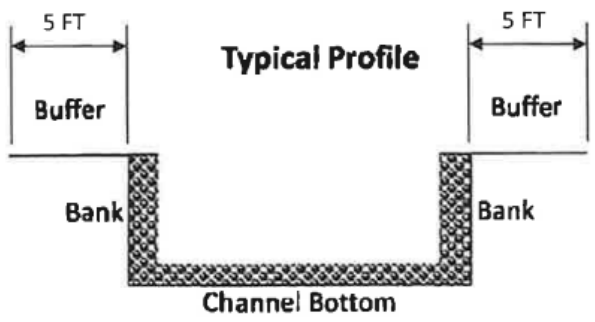
Note: This profile represents a typical rectangular concrete ditch. Depth and buffer area varies.

Concrete Rectangular Ditch Maintenance Standards



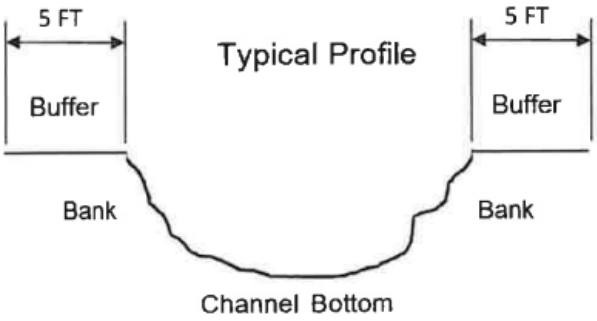
Note: This profile represents a typical rectangular concrete ditch. Depth and buffer area varies.

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 24, 2026

Submitted by:
John Paine, Purchasing Agent

Sponsored by:
Spiro Cheriogotis, INACTIVE

Purpose and Scope of Project:
To approve issuance of purchase order to Gaines Utility Construction Company LLC for storm drainage vegetation and debris removal - 401 Western Drive to 3320 Moffett Road.

Amount of Contract:
$22,998.99

Funding Source
General fund.

ATTACHMENTS:
1. 20260318 Gaines Agenda Package POs

REVIEWERS:
Donald Rose
James Barber

AGENDA ITEM SUMMARY SHEET

Print Page | Reset

Agenda of: 24 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 Gaines Utility Construction Company LLC

PURPOSE & SCOPE OF PROJECT:
To approve issuance of purchase order to Gaines Utility Construction Company LLC for storm drainage vegetation and debris removal - 401 Western Drive to 3320 Moffett Road.
General fund

RESOLUTION ☒ ORDINANCE ☐ OTHER ☐

AMOUNT OF CONTRACT: $22,998.99

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:

R E S O L U T I O N

Sponsored by: Mayor Spiro N. Cheriogotis

BE IT RESOLVED BY THE CITY COUNCIL OF MOBILE, ALABAMA, that the 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
9626	2026	(2070) PUBLIC SERVICES ADMINISTRATION	STORM DRAINAGE VEGETATION AND DEBRIS REMOVAL – 401 WESTERN DRIVE TO 3320 MOFFETT ROAD (PRICE BELOW BID REQUIREMENT; VENDOR ROTATION POOL)	$22,998.99	(295242) GAINES UTILITY CONSTRUCTION COMPANY LLC

Adopted:

_____
City Clerk

Bill To	Requisition 00009626-00 FY 2026
ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Acct No: 1000.40.20.2070.2096.2070.0000.0000.42155. Review: Buyer: Status: Approved Page 1

Vendor	Ship To
GAINES UTILITY CONSTRUCTION COMPANY LLC 712 LAKESIDE DR MOBILE, AL 36693 UNITED STATES	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
03/17/26	295242				PUBLIC SERVICES ADMINISTRAT

LN	Description / Account	Qty	Unit Price	Net Price
001	2026 STORM DRAINAGE DITCH CLEANING PROJECT #VEG-2026-2070-58 401 WESTERN DR TO 3320 MOFFETT RD Additional Description Notes --- DISTRICT 1	1.00 EACH	22998.99000	22998.99
1	1000.40.20.2070.2096.2070.0000.0000.42155.			22998.99

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 22998.99

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

Account	Amount	Remaining Budget
1000.40.20.2070.2096.2070.0000.0000.42155.	22998.99	3970194.83
STORMWATER EXP DITCH MAINTENANCE		

Bill To	Requisition 00009626-00 FY 2026
ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Acct No: 1000.40.20.2070.2096.2070.0000.0000.42155. Review: Buyer: Status: Approved Page 2

Vendor	Ship To
GAINES UTILITY CONSTRUCTION COMPANY LLC 712 LAKESIDE DR MOBILE, AL 36693 UNITED STATES	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
03/17/26	295242				PUBLIC SERVICES ADMINISTRAT

LN	Description / Account	Qty	Unit Price	Net Price
	***** Approval/Conversion Info *****			
	Activity Date Clerk	Comment		
	Approved 03/17/26 MATTHEW ANDERSON			
	Approved 03/17/26 SHONNDA SMITH	Auto approved by: 910516584		
	Approved 03/17/26 CHERI BOUCHER	Auto approved by: 910516584		
	Approved 03/18/26 DONALD ROSE	Auto approved by: 9105paij		
	Approved 03/18/26 SANDRA LEWIS	Auto approved by: 9105paij		
	Approved 03/18/26 STEVEN KRONINGER	Auto approved by: 9105paij		
	Approved 03/18/26 SAMANTHA COOLEY	Auto approved by: 9105paij		
	Approved 03/18/26 JAMES NEESE	Auto approved by: 9105paij		
	Approved 03/18/26 PATRICIA KENNEDY-JONES	Auto approved by: 9105paij		
	Approved 03/18/26 REBECCA CRUMPLER	Auto approved by: 9105paij		
	Approved 03/18/26 ANNE FOLEY	Auto approved by: 9105paij		
	Approved 03/18/26 JOHN PAINE			

Authorized By: _____ Date: _____
Signature

Company Name	Contact	Email Address	E-Verify	Insurance	COM BL	Vendor Number
A & D Cromwell Concrete	Anthony Cromwell	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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SUPPLEMENTAL SPECIFICATIONS	ITEM VIII
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CONTRACTORS INSURANCE CERTIFICATION	EXHIBIT B
E-VERIFY AFFIDAVIT	EXHIBIT C
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DITCH MAINTENANCE STANDARDS	EXHIBIT F

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 provides 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

ACORD

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

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

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

PRODUCER	CONTACT NAME:	
	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	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE	$
	☐ CLAIMS-MADE ☐ OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$
							MED EXP (Any one person)	$
							PERSONAL & ADV INJURY	$
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$
	☐ POLICY ☐ PRO-JECT ☐ LOC						PRODUCTS - COMP/OP AGG	$
	OTHER:							$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$
	☐ ANY AUTO						BODILY INJURY (Per person)	$
	☐ OWNED AUTOS ONLY ☐ 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						☐ PER STATUTE ☐ OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? ☐ N / A						E.L. EACH ACCIDENT	$
	(Mandatory in NH)						E.L. DISEASE - EA EMPLOYEE	$
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - POLICY LIMIT	$

SAMPLE

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

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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:

Print Name:

Date:

Signature:

Print Name:

Date:

WITNESSED BY:

Signature:

Print Name:

Address:

Date:

Signature:

Print Name:

Address:

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.

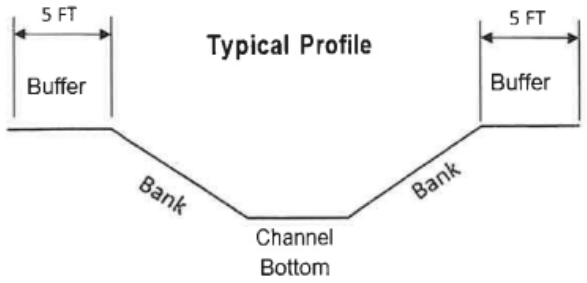
If any construction activities will be performed in the roadway or will affect traffic, a Traffic Control Plan must be submitted by the Contractor to Butch Ladner in the City of Mobile Traffic Engineering Department at least two full working days prior to initiating work. The Traffic Control Plan must 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.

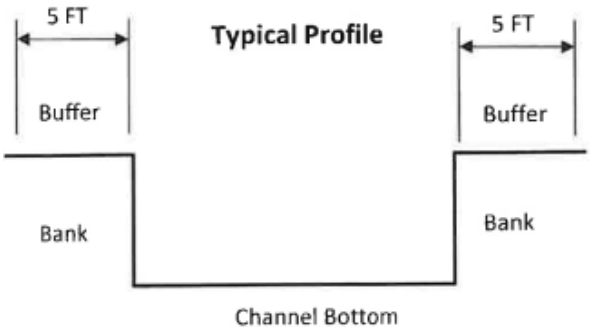
EXHIBIT F
DITCH MAINTENCE STANDARDS

Trapezoidal Ditch Maintenance Standards



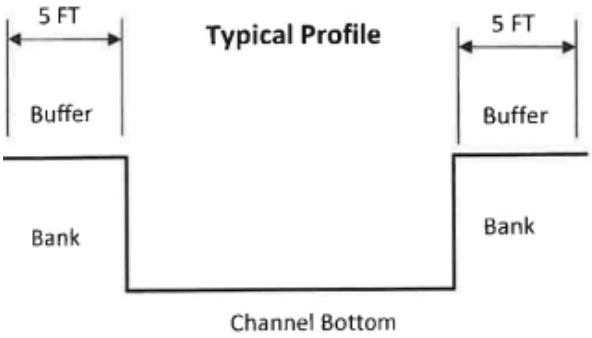
Note: This profile represents a typical concrete trapezoidal ditch. Depth, bank slope and buffer area varies.

Concrete Rectangular Ditch Maintenance Standards



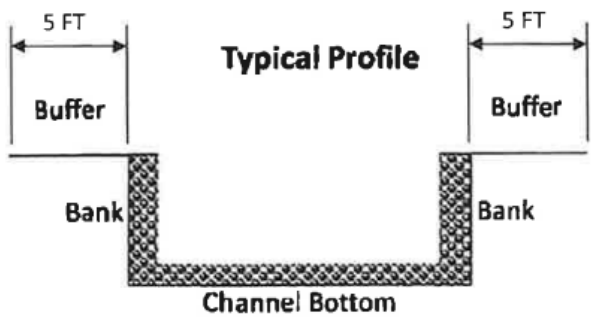
Note: This profile represents a typical rectangular concrete ditch. Depth and buffer area varies.

Concrete Rectangular Ditch Maintenance Standards



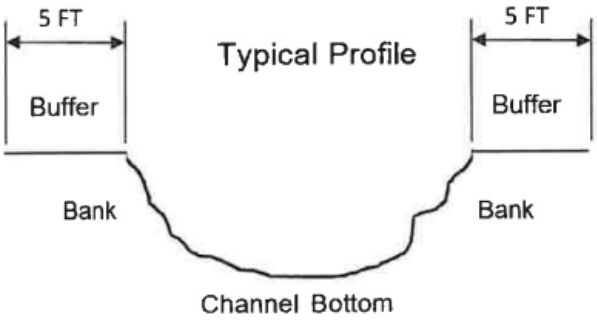
Note: This profile represents a typical rectangular concrete ditch. Depth and buffer area varies.

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 24, 2026

Submitted by:
John Paine, Purchasing Agent

Sponsored by:
Spiro Cheriogotis, INACTIVE

Purpose and Scope of Project:
To approve issuance of purchase order to H. F. Glaude Construction for storm drainage vegetation and debris removal - 1133 Doyle Avenue to Shore Acres Drive.

Amount of Contract:
$17,660.53

Funding Source
General fund

ATTACHMENTS:
1. 20260318 Glaude Agenda Package POs

REVIEWERS:
Donald Rose
James Barber

AGENDA ITEM SUMMARY SHEET

Print Page | Reset

Agenda of: 24 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 H. F. Glaude Construction

PURPOSE & SCOPE OF PROJECT:

To approve issuance of purchase order to H. F. Glaude Construction for storm drainage vegetation and debris removal - 1133 Doyle Avenue to Shore Acres Drive.

General fund

RESOLUTION ☒ ORDINANCE ☐ OTHER ☐

AMOUNT OF CONTRACT: $17,660.53

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:

_____

_____

R E S O L U T I O N

Sponsored by: Mayor Spiro N. Cheriogotis

BE IT RESOLVED BY THE CITY COUNCIL OF MOBILE, ALABAMA, that the 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
9627	2026	(2070) PUBLIC SERVICES ADMINISTRATION	STORM DRAINAGE VEGETATION AND DEBRIS REMOVAL – 1133 DOYLE AVENUE TO SHORE ACRES DRIVE (PRICE BELOW BID REQUIREMENT; VENDOR ROTATION POOL)	$17,660.53	(296705) H. F. GLAUDE CONSTRUCTION

Adopted:

_____
City Clerk

Bill To	Requisition 00009627-00 FY 2026
ACCOUNTS PAYABLE	
P O BOX 389	Acct No: 1000.40.20.2070.2096.2070.0000.0000.42155.
MOBILE, AL	Review:
36601	Buyer:
vendorinvoices@cityofmobile.org	Status: Released Page 1

Vendor
H.F. GLAUDE CONSTRUCTION
363 SOUTH DEARBORN STREET

MOBILE, AL 36603
UNITED STATES

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
03/17/26	296705				PUBLIC SERVICES ADMINISTRAT

LN	Description / Account	Qty	Unit Price	Net Price
001	2026 STORM DRAINAGE DITCH CLEANING PROJECT #VEG-2026-2070-57 1133 DOYLE AVE TO SHORE ACRES DR Additional Description Notes --- DISTRICT 3	1.00 EACH	17660.53000	17660.53
	1 1000.40.20.2070.2096.2070.0000.0000.42155.			17660.53

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 17660.53

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

Account	Amount	Remaining Budget
1000.40.20.2070.2096.2070.0000.0000.42155.	17660.53	3970194.83
STORMWATER EXP DITCH MAINTENANCE		

Bill To	Requisition 00009627-00 FY 2026
ACCOUNTS PAYABLE	
P O BOX 389	Acct No: 1000.40.20.2070.2096.2070.0000.0000.42155.
MOBILE, AL	Review:
36601	Buyer:
vendorinvoices@cityofmobile.org	Status: Released Page 2

Vendor
H.F. GLAUDE CONSTRUCTION
363 SOUTH DEARBORN STREET

MOBILE, AL 36603
UNITED STATES

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
03/17/26	296705				PUBLIC SERVICES ADMINISTRAT

LN	Description / Account	Qty	Unit Price	Net Price

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

Activity	Date	Clerk	Comment
Approved	03/17/26	MATTHEW ANDERSON	
Approved	03/17/26	SHONNDA SMITH	Auto approved by: 910516584
Approved	03/17/26	CHERI BOUCHER	Auto approved by: 910516584
Queued	03/17/26	DONALD ROSE	Auto approved by: 910516584
Queued	03/17/26	SANDRA LEWIS	Auto approved by: 910516584
Queued	03/17/26	STEVEN KRONINGER	Auto approved by: 910516584
Queued	03/17/26	SAMANTHA COOLEY	Auto approved by: 910516584
Queued	03/17/26	JAMES NEESE	Auto approved by: 910516584
Queued	03/17/26	PATRICIA KENNEDY-JONES	Auto approved by: 910516584
Queued	03/17/26	REBECCA CRUMPLER	Auto approved by: 910516584
Queued	03/17/26	ANNE FOLEY	Auto approved by: 910516584
Queued	03/17/26	JOHN PAINE	Auto approved by: 910516584

Authorized By: _____ Date: _____
Signature

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 provides 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_____

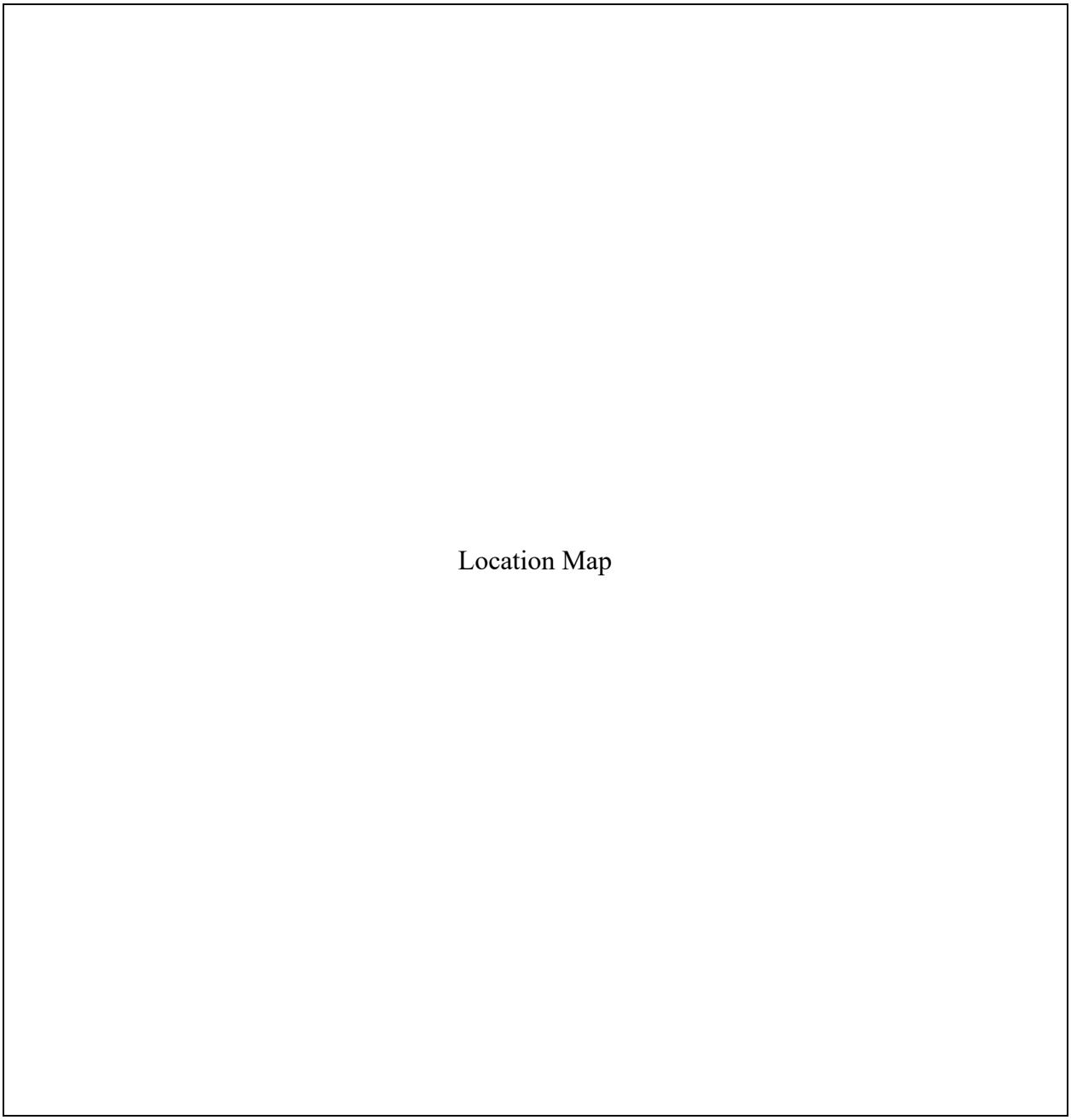
***By (Legal Signature)** _____

*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

ACORD

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

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

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

PRODUCER	CONTACT NAME:	
	PHONE (A/C, No, Ext):	FAX (A/C, No):
	E-MAIL ADDRESS:	

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

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE	$
	☐ CLAIMS-MADE ☐ OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$
							MED EXP (Any one person)	$
							PERSONAL & ADV INJURY	$
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$
	☐ POLICY ☐ PRO-JECT ☐ LOC						PRODUCTS - COMP/OP AGG	$
	OTHER:							$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$
	☐ ANY AUTO						BODILY INJURY (Per person)	$
	☐ OWNED AUTOS ONLY ☐ 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 EMPLOYER'S' LIABILITY Y / N						☐ PER STATUTE ☐ OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? ☐ N / A						E.L. EACH ACCIDENT	$
	(Mandatory in NH)						E.L. DISEASE - EA EMPLOYEE	$
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - POLICY LIMIT	$

SAMPLE

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

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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:

Print Name:

Date:

Signature:

Print Name:

Date:

WITNESSED BY:

Signature:

Print Name:

Address:

Date:

Signature:

Print Name:

Address:

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.

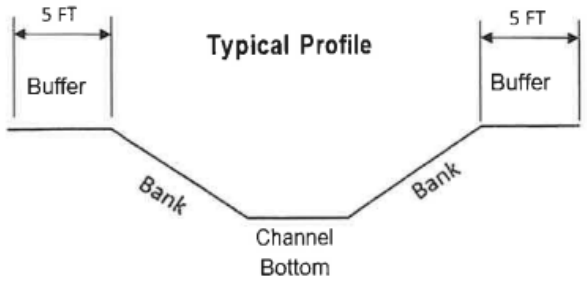
The MUTCD can be found at https://mutcd.fhwa.dot.gov/kno_2009r1r2.htm.

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

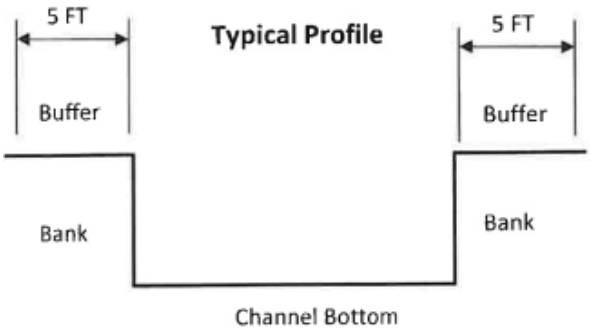
Ditch Maintenance Standards

Trapezoidal Ditch Maintenance Standards



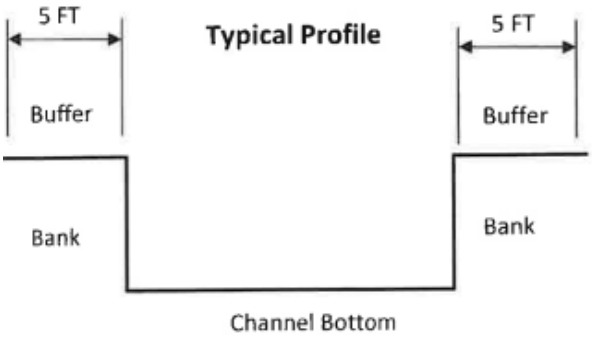
Note: This profile represents a typical concrete trapezoidal ditch. Depth, bank slope and buffer area varies.

Concrete Rectangular Ditch Maintenance Standards



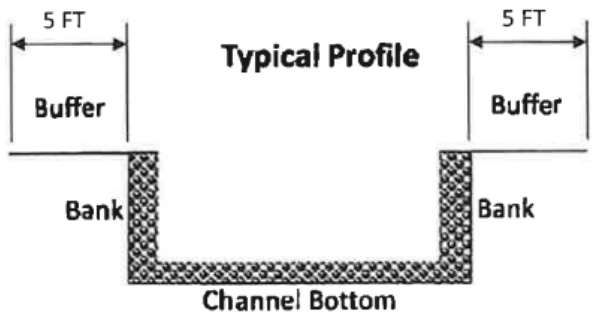
Note: This profile represents a typical rectangular concrete ditch. Depth and buffer area varies.

Concrete Rectangular Ditch Maintenance Standards



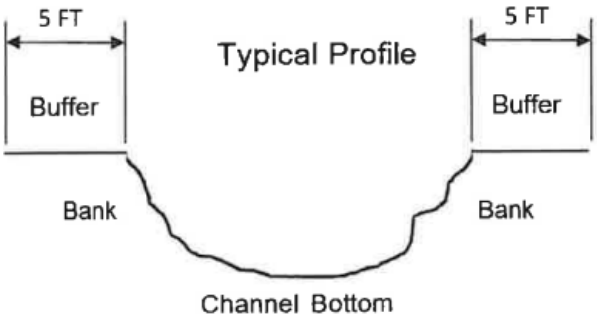
Note: This profile represents a typical rectangular concrete ditch. Depth and buffer area varies.

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 24, 2026

Submitted by:
John Paine, Purchasing Agent

Sponsored by:
Spiro Cheriogotis, INACTIVE

Purpose and Scope of Project:
To approve issuance of purchase order to Godwin Land Solutions LLC for storm drainage vegetation and debris removal - 3280 Dauphin Street to Dauphin Street at East I-65 Service Road North.

Amount of Contract:
$17,000.00

Funding Source
General fund.

ATTACHMENTS:
1. 20260313 Godwin Agenda Package POs

REVIEWERS:
Donald Rose
James Barber

AGENDA ITEM SUMMARY SHEET

Print Page | Reset

Agenda of: 24 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 Godwin Land Solutions LLC

PURPOSE & SCOPE OF PROJECT:
To approve issuance of purchase order to Godwin Land Solutions LLC for storm drainage vegetation and debris removal - 3280 Dauphin Street to Dauphin Street at East I-65 Service Road North.
General fund

RESOLUTION ☒ ORDINANCE ☐ OTHER ☐

AMOUNT OF CONTRACT: $17,000.00

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:

R E S O L U T I O N

Sponsored by: Mayor Spiro N. Cheriogotis

BE IT RESOLVED BY THE CITY COUNCIL OF MOBILE, ALABAMA, that the 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
8820	2026	(2070) PUBLIC SERVICES ADMINISTRATION	STORM DRAINAGE VEGETATION AND DEBRIS REMOVAL – 1501 SATCHEL PAIGE DRIVE TO 675 BOLLING BROTHERS BOULEVARD (PRICE BELOW BID REQUIREMENT; VENDOR ROTATION POOL)	$17,000.00	(300080) GODWIN LAND SOLUTIONS LLC

Adopted:

_____
City Clerk

Bill To	Requisition 00008820-00 FY 2026
ACCOUNTS PAYABLE	
P O BOX 389	Acct No: 1000.40.20.2070.2096.2070.0000.0000.42155.
MOBILE, AL	Review:
36601	Buyer:
vendorinvoices@cityofmobile.org	Status: Approved Page 1

Vendor	Ship To
GODWIN LAND SOLUTIONS LLC	PUBLIC WORKS ADMIN.
1068 PINEMONT DRIVE	1900 HURTEL STREET
	BEFORE 2:30 P.M.
	MOBILE, AL 36605
MOBILE, AL 36609	ASHLEY.ADAMS@CITYOFMOBILE.ORG
Tel#2512726005	
	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
03/02/26	300080				PUBLIC SERVICES ADMINISTRAT

LN	Description / Account	Qty	Unit Price	Net Price
001	2026 STORM DRAINAGE DITCH CLEANING PROJECT #VEG-2026-2070-42 1501 SATCHEL PAIGE DR TO 675 BOLLING BROS BLVD Additional Description Notes --- DISTRICT 3	1.00 EACH	17000.00000	17000.00
1	1000.40.20.2070.2096.2070.0000.0000.42155.			17000.00

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 17000.00

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

Account	Amount	Remaining Budget
1000.40.20.2070.2096.2070.0000.0000.42155.	17000.00	4113708.62
STORMWATER EXP DITCH MAINTENANCE		

Bill To	Requisition 00008820-00 FY 2026
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	1000.40.20.2070.2096.2070.0000.0000.42155.
MOBILE, AL	Review:
36601	Buyer:
vendorinvoices@cityofmobile.org	Status: Approved Page 2

Vendor	Ship To
GODWIN LAND SOLUTIONS LLC	PUBLIC WORKS ADMIN.
1068 PINEMONT DRIVE	1900 HURTEL STREET
	BEFORE 2:30 P.M.
	MOBILE, AL 36605
MOBILE, AL 36609	ASHLEY.ADAMS@CITYOFMOBILE.ORG
Tel#2512726005	
	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
03/02/26	300080				PUBLIC SERVICES ADMINISTRAT

LN	Description / Account	Qty	Unit Price	Net Price

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

Activity	Date	Clerk	Comment
Approved	03/03/26	MATTHEW ANDERSON	
Approved	03/03/26	SHONNDA SMITH	Auto approved by: 910516584
Approved	03/03/26	CHERI BOUCHER	Auto approved by: 910516584
Approved	03/03/26	DONALD ROSE	Auto approved by: 9105paij
Approved	03/03/26	SANDRA LEWIS	Auto approved by: 9105paij
Approved	03/03/26	STEVEN KRONINGER	Auto approved by: 9105paij
Approved	03/03/26	SAMANTHA COOLEY	Auto approved by: 9105paij
Approved	03/03/26	JAMES NEESE	Auto approved by: 9105paij
Approved	03/03/26	PATRICIA KENNEDY-JONES	Auto approved by: 9105paij
Approved	03/03/26	REBECCA CRUMPLER	Auto approved by: 9105paij
Approved	03/03/26	ANNE FOLEY	Auto approved by: 9105paij
Approved	03/03/26	JOHN PAINE	

Authorized By: _____ Date: _____
Signature

Company Name	Contact	Email Address	E-Verify	Insurance	COM BL	Vendor Number
A & D Cromwell Concrete	Anthony Cromwell	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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DITCH MAINTENANCE STANDARDS	EXHIBIT F

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 provides 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

ACORD

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

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

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

PRODUCER	CONTACT NAME:	
	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	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE	$
	☐ CLAIMS-MADE ☐ OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$
							MED EXP (Any one person)	$
							PERSONAL & ADV INJURY	$
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$
	☐ POLICY ☐ PRO-JECT ☐ LOC						PRODUCTS - COMP/OP AGG	$
	OTHER:							$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$
	☐ ANY AUTO						BODILY INJURY (Per person)	$
	☐ OWNED AUTOS ONLY ☐ 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 EMPLOYER'S' LIABILITY Y / N						☐ PER STATUTE ☐ OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? ☐ N / A						E.L. EACH ACCIDENT	$
	(Mandatory in NH)						E.L. DISEASE - EA EMPLOYEE	$
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - POLICY LIMIT	$

SAMPLE

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

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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:

Print Name:

Date:

Signature:

Print Name:

Date:

WITNESSED BY:

Signature:

Print Name:

Address:

Date:

Signature:

Print Name:

Address:

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.

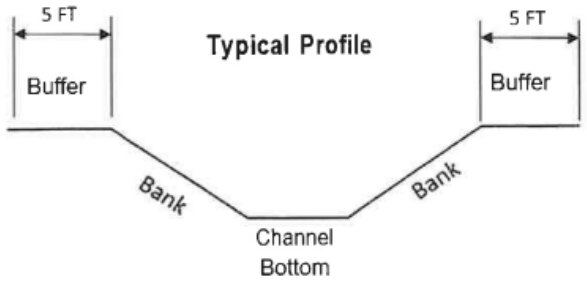
The MUTCD can be found at https://mutcd.fhwa.dot.gov/kno_2009r1r2.htm.

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

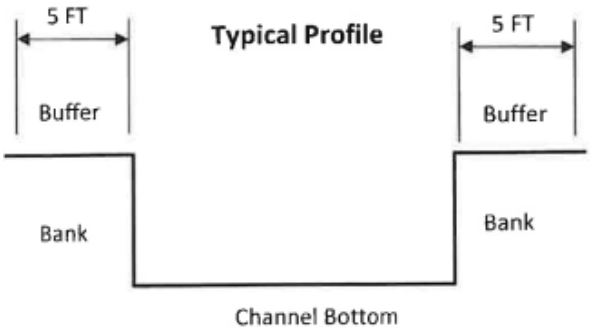
Ditch Maintenance Standards

Trapezoidal Ditch Maintenance Standards



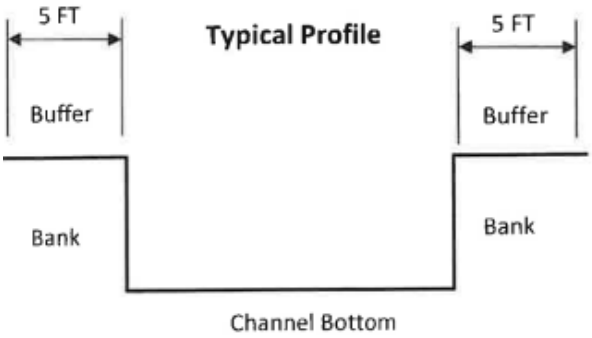
Note: This profile represents a typical concrete trapezoidal ditch. Depth, bank slope and buffer area varies.

Concrete Rectangular Ditch Maintenance Standards



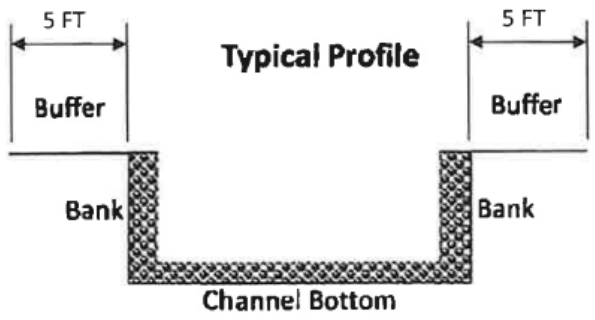
Note: This profile represents a typical rectangular concrete ditch. Depth and buffer area varies.

Concrete Rectangular Ditch Maintenance Standards



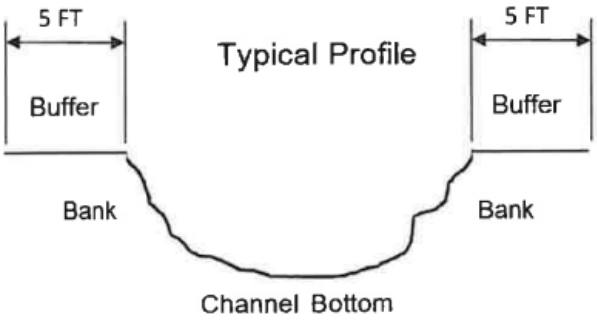
Note: This profile represents a typical rectangular concrete ditch. Depth and buffer area varies.

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 24, 2026

Submitted by:
John Paine, Purchasing Agent

Sponsored by:
Spiro Cheriogotis, INACTIVE

Purpose and Scope of Project:
To approve issuance of purchase order to Hughes 360 Services LLC for storm drainage vegetation and debris removal - 52 Old Shell Road to 3153 Heather Street.

Amount of Contract:
$27,500.00

Funding Source
General fund.

ATTACHMENTS:
1. 20260317 Hughes Agenda Package POs

REVIEWERS:
Donald Rose
James Barber

AGENDA ITEM SUMMARY SHEET

Print Page | Reset

Agenda of: 24 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 Hughes 360 Services LLC

PURPOSE & SCOPE OF PROJECT:

To approve issuance of purchase order to Hughes 360 Services LLC for storm drainage vegetation and debris removal - 52 Old Shell Road to 3153 Heather Street.

General fund

RESOLUTION ☒ ORDINANCE ☐ OTHER ☐

AMOUNT OF CONTRACT: $27,500.00

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:

_____

_____

R E S O L U T I O N

Sponsored by: Mayor Spiro N. Cheriogotis

BE IT RESOLVED BY THE CITY COUNCIL OF MOBILE, ALABAMA, that the 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
9455	2026	(2070) PUBLIC SERVICES ADMINISTRATION	STORM DRAINAGE VEGETATION AND DEBRIS REMOVAL –52 OLD SHELL ROAD TO 3153 HEATHER STREET (PRICE BELOW BID REQUIREMENT; VENDOR ROTATION POOL)	$27,500.00	(297767) HUGHES 360 SERVICES LLC

Adopted:

_____
City Clerk

Bill To	Requisition 00009455-00 FY 2026
ACCOUNTS PAYABLE	
P O BOX 389	Acct No: 1000.40.20.2070.2096.2070.0000.0000.42155.
MOBILE, AL 36601	Review:
vendorinvoices@cityofmobile.org	Buyer:
	Status: Approved Page 1

Vendor
HUGHES 360 SERVICES LLC
203 N FLORIDA STREET

MOBILE, AL 36607

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
03/13/26	297767				PUBLIC SERVICES ADMINISTRAT

LN	Description / Account	Qty	Unit Price	Net Price
001	2026 STORM DRAINAGE DITCH CLEANING PROJECT #VEG-2026-2070-52 OLD SHELL RD TO 3153 HEATHER ST Additional Description Notes --- DISTRICT 1	1.00 EACH	27500.00000	27500.00
1	1000.40.20.2070.2096.2070.0000.0000.42155.			27500.00

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 27500.00

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

Account	Amount	Remaining Budget
1000.40.20.2070.2096.2070.0000.0000.42155.	27500.00	3970150.19
STORMWATER EXP DITCH MAINTENANCE		

Bill To	Requisition 00009455-00 FY 2026
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	1000.40.20.2070.2096.2070.0000.0000.42155.
MOBILE, AL	Review:
36601	Buyer:
vendorinvoices@cityofmobile.org	Status: Approved Page 2

Vendor	Ship To
HUGHES 360 SERVICES LLC	PUBLIC WORKS ADMIN.
203 N FLORIDA STREET	1900 HURTEL STREET
	BEFORE 2:30 P.M.
	MOBILE, AL 36605
MOBILE, AL 36607	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
03/13/26	297767				PUBLIC SERVICES ADMINISTRAT

LN	Description / Account	Qty	Unit Price	Net Price

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

Activity	Date	Clerk	Comment
Approved	03/17/26	MATTHEW ANDERSON	Auto approved by: 910518244
Approved	03/17/26	SHONNDA SMITH	
Approved	03/17/26	CHERI BOUCHER	Auto approved by: 910518244
Approved	03/17/26	DONALD ROSE	Auto approved by: 9105paij
Approved	03/17/26	SANDRA LEWIS	Auto approved by: 9105paij
Approved	03/17/26	STEVEN KRONINGER	Auto approved by: 9105paij
Approved	03/17/26	SAMANTHA COOLEY	Auto approved by: 9105paij
Approved	03/17/26	JAMES NEESE	Auto approved by: 9105paij
Approved	03/17/26	PATRICIA KENNEDY-JONES	Auto approved by: 9105paij
Approved	03/17/26	REBECCA CRUMPLER	Auto approved by: 9105paij
Approved	03/17/26	ANNE FOLEY	Auto approved by: 9105paij
Approved	03/17/26	JOHN PAINE	

Authorized By: _____ Date: _____
Signature

Company Name	Contact	Email Address	E-Verify	Insurance	COM BL	Vendor Number
A & D Cromwell Concrete	Anthony Cromwell	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 provides 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

ACORD

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

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

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

PRODUCER	CONTACT NAME:	
	PHONE (A/C, No, Ext):	FAX (A/C, No):
	E-MAIL ADDRESS:	

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

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE	$
	☐ CLAIMS-MADE ☐ OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$
							MED EXP (Any one person)	$
							PERSONAL & ADV INJURY	$
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$
	☐ POLICY ☐ PRO-JECT ☐ LOC						PRODUCTS - COMP/OP AGG	$
	OTHER:							$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$
	☐ ANY AUTO						BODILY INJURY (Per person)	$
	☐ OWNED AUTOS ONLY ☐ 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 EMPLOYER'S' LIABILITY Y / N						☐ PER STATUTE ☐ OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? ☐ N / A						E.L. EACH ACCIDENT	$
	(Mandatory in NH)						E.L. DISEASE - EA EMPLOYEE	$
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - POLICY LIMIT	$

SAMPLE

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

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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:

Print Name:

Date:

Signature:

Print Name:

Date:

WITNESSED BY:

Signature:

Print Name:

Address:

Date:

Signature:

Print Name:

Address:

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.

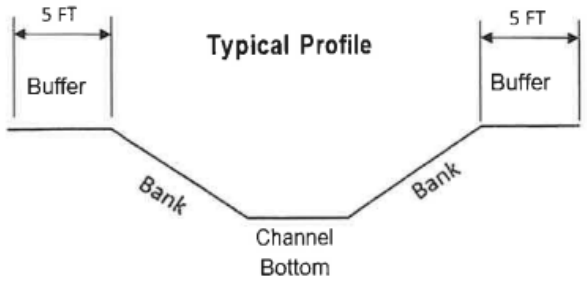
If any construction activities will be performed in the roadway or will affect traffic, a Traffic Control Plan must be submitted by the Contractor to Butch Ladner in the City of Mobile Traffic Engineering Department at least two full working days prior to initiating work. The Traffic Control Plan must 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.

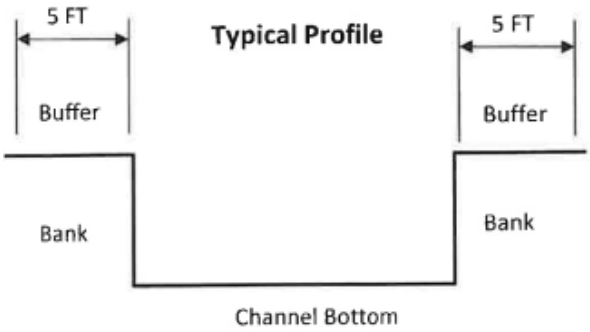
EXHIBIT F
DITCH MAINTENCE STANDARDS

Trapezoidal Ditch Maintenance Standards



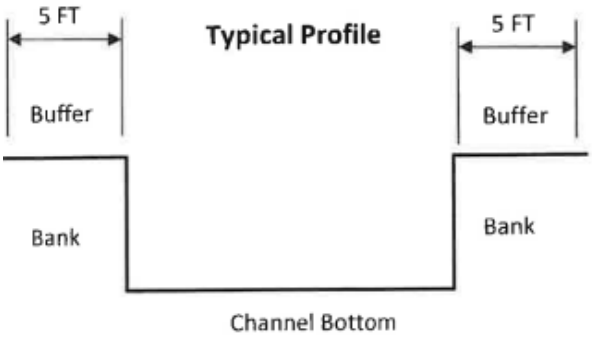
Note: This profile represents a typical concrete trapezoidal ditch. Depth, bank slope and buffer area varies.

Concrete Rectangular Ditch Maintenance Standards



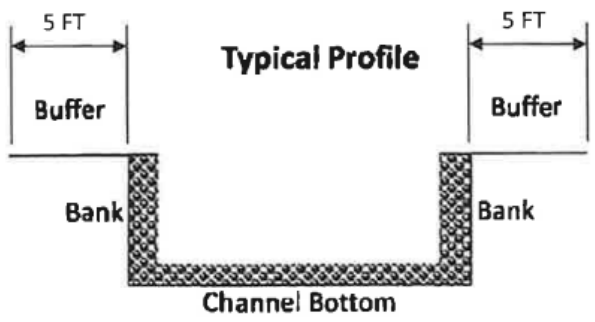
Note: This profile represents a typical rectangular concrete ditch. Depth and buffer area varies.

Concrete Rectangular Ditch Maintenance Standards



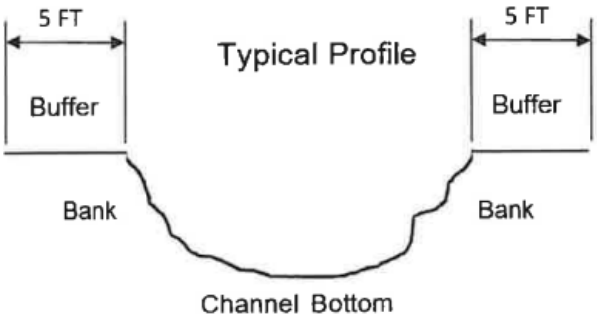
Note: This profile represents a typical rectangular concrete ditch. Depth and buffer area varies.

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 24, 2026

Submitted by:
John Paine, Purchasing Agent

Sponsored by:
Spiro Cheriogotis, INACTIVE

Purpose and Scope of Project:
To approve issuance of purchase order to Galls LLC for 84 Point Blank body armor protective vests with extra carriers for MPD.

Amount of Contract:
$75,460.56

Funding Source
General fund

ATTACHMENTS:
1. 20260317 Galls Agenda Package POs

REVIEWERS:
Donald Rose
James Barber

AGENDA ITEM SUMMARY SHEET

Print Page | Reset

Agenda of: 24 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 Galls LLC

PURPOSE & SCOPE OF PROJECT:

To approve issuance of purchase order to Galls LLC for 84 Point Blank body armor protective vests with extra carriers for MPD.
General fund.

RESOLUTION ☒ ORDINANCE ☐ OTHER ☐

AMOUNT OF CONTRACT: $75,460.56

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: BuyBoard 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:

R E S O L U T I O N

Sponsored by: Mayor Spiro N. Cheriogotis

BE IT RESOLVED BY THE CITY COUNCIL OF MOBILE, ALABAMA, that the 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
9479	2026	(1530) POLICE ADMIN SERVICES	84 POINT BLANK BODY ARMOR PROTECTIVE VESTS WITH EXTRA CARRIERS FOR MPD (BUYBOARD COOPERATIVE PURCHASING AGREEMENT, NOT ON STATE CONTRACT)	$75,460.56	(70216) GALLS LLC

Adopted:

_____
City Clerk

Bill To	Requisition 00009479-00 FY 2026
ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Acct No: 1000.30.15.1530.1542.1530.0000.0000.47020. Review: Buyer: 9105fola Status: Approved Page 1

Vendor	Ship To
GALLS LLC P O BOX 71628 CHICAGO, IL 60694-1628 Tel#859-266-7227 Fax 859-269-3492	POLICE HEADQUARTERS 2460 GOVERNMENT STREET MOBILE, AL 36606 Deliver To POLICE HEADQUARTERS 2460 GOVERNMENT STREET MOBILE, AL 36606

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
03/12/26	070216				POLICE ADMIN SERVICES

LN	Description / Account	Qty	Unit Price	Net Price
001	VEST PROTECTIVE, BULLET PROOF, LEVEL 2, WITH METAL IMPACT PLATE AND EXTRA NAVY BLUE CARRIER. VENDOR TO PROVIDE POINT BLANK SD6B20CS0P. AS PER BUY BOARD CONTRACT #773-25.	84.00 EACH	656.34000	55132.56

Additional Description Notes

David McMeans
Scott Hanks
Albert White
David Evans
Jennings Powell
Steve Hassell
Latonya Thompson
Alexander Cika
Alisha Davis-Sonnier
Joshua Gibbs
Rodrick Cotton
Radwan Habibi
Jonathan Kriss
Jackie Chestang
Mark McCormick
Chad Pezant
Chris Main
Michael Ellzey
Elizbeth Lowry
Kevin Beckham
James Estes
Christopher Grimes

Bill To	Requisition 00009479-00 FY 2026
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	1000.30.15.1530.1542.1530.0000.0000.47020.
MOBILE, AL	Review:
36601	Buyer: 9105fola
vendorinvoices@cityofmobile.org	Status: Approved Page 2

Vendor	Ship To
GALLS LLC	POLICE HEADQUARTERS
P O BOX 71628	2460 GOVERNMENT STREET
	MOBILE, AL 36606
CHICAGO, IL 60694-1628	
Tel#859-266-7227 Fax 859-269-3492	
	Deliver To
	POLICE HEADQUARTERS
	2460 GOVERNMENT STREET
	MOBILE, AL 36606

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
03/12/26	070216				POLICE ADMIN SERVICES

LN	Description / Account	Qty	Unit Price	Net Price
	Sharon Anderson			
	Nicholas Vegliacich			
	Deffery Hollis			
	Edward McAlpine			
	David Marston			
	Angela Prine			
	Jorge Chiang			
	Theodore Johnson			
	Lawrence Battiste			
	Shaun Christian			
	Jimmy Bailey			
	Nicey Turton			
	Ryan Owens			
	Jason Martin			
	Eric Matthews			
	Billie Rowland			
	Henry Sieck			
	Arthur Krause			
	Rodrick Latimer			
	John Forward			
	Donnel McKean			
	David Draime			
	George Busbee			
	Marcus Howell			
	Darrell Tucker			
	Seam Concannon			
	John Lowry			
	Reagan Clegg			
	Celina Lowe			
	Andrew Quick			
	Eleni Conditt			

Bill To	Requisition 00009479-00 FY 2026
ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Acct No: 1000.30.15.1530.1542.1530.0000.0000.47020. Review: Buyer: 9105fola Status: Approved Page 3

Vendor	Ship To
GALLS LLC P O BOX 71628 CHICAGO, IL 60694-1628 Tel#859-266-7227 Fax 859-269-3492	POLICE HEADQUARTERS 2460 GOVERNMENT STREET MOBILE, AL 36606 Deliver To POLICE HEADQUARTERS 2460 GOVERNMENT STREET MOBILE, AL 36606

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
03/12/26	070216				POLICE ADMIN SERVICES

LN	Description / Account	Qty	Unit Price	Net Price
	Christopher Giattina John Jackson Linda Tims John Schaffer Judd Crepeau Roy Whitfield Rick Gathright Jerry Lewis Austin Guffey John Angle Christopher Levy Erika Treubig Ernest Treubig Johnny Bouler Paul Lee Shonee Mingo Jamal Pettway Joshua Evans Blakely Miles James Mistrot Tiffany Monte John Scroggins Jamal Slaughter Archie Townsend David Whitney John Flowers Elrich Johnson Blakely Miles Tony Tripp Gaston Vilaseca Caleb Warren			

Bill To	Requisition 00009479-00 FY 2026
ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Acct No: 1000.30.15.1530.1542.1530.0000.0000.47020. Review: Buyer: 9105fola Status: Approved Page 4

Vendor	Ship To
GALLS LLC P O BOX 71628 CHICAGO, IL 60694-1628 Tel#859-266-7227 Fax 859-269-3492	POLICE HEADQUARTERS 2460 GOVERNMENT STREET MOBILE, AL 36606 Deliver To POLICE HEADQUARTERS 2460 GOVERNMENT STREET MOBILE, AL 36606

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
03/12/26	070216				POLICE ADMIN SERVICES

LN	Description / Account	Qty	Unit Price	Net Price
	Vendor Item Inventory Item/Loc 4502			
1	1000.30.15.1530.1542.1530.0000.0000.47020.			55132.56
	Ship To POLICE HEADQUARTERS 2460 GOVERNMENT STREET MOBILE, AL 36606 Deliver To POLICE HEADQUARTERS 2460 GOVERNMENT STREET MOBILE, AL 36606			
002	VEST PROTECTIVE, CARRIER ONLY, POINT BLANK BODY ARMOR, EXTERNAL, LAPD NAVY, SIZES: XS - 2XL. LENGTH: SHORT, REGULAR, LONG, X LONG, GUARDIAN GEN 3 CARRIER, BADGE-CROSS BUTTONS, 1ST INITIAL LAST NAME (SILVER LETTERS), BACK ID PANEL TO READ: POLICE (SILVER LETTERS), VENDOR TO PROVIDE: MFT MODEL #FRONT GDF_000JFR, GDF_000JFL, MOLLE NO ZIPPER COVER, BACK GDB_000JBK, TOP LOAD NO MOLLE. CONFIGURED FOR MOBILE POLICE DEPARTMENT. AS PER BUY BOARD CONTRACT #773-25.	84.00 EACH	242.00000	20328.00

Bill To	Requisition 00009479-00 FY 2026
ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Acct No: 1000.30.15.1530.1542.1530.0000.0000.47020. Review: Buyer: 9105fola Status: Approved Page 5

Vendor	Ship To
GALLS LLC P O BOX 71628 CHICAGO, IL 60694-1628 Tel#859-266-7227 Fax 859-269-3492	POLICE HEADQUARTERS 2460 GOVERNMENT STREET MOBILE, AL 36606 Deliver To POLICE HEADQUARTERS 2460 GOVERNMENT STREET MOBILE, AL 36606

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
03/12/26	070216				POLICE ADMIN SERVICES

LN	Description / Account	Qty	Unit Price	Net Price
	Additional Description Notes			

	David McMeans			
	Scott Hanks			
	Albert White			
	David Evans			
	Jennings Powell			
	Steve Hassell			
	Latonya Thompson			
	Alexander Cika			
	Alisha Davis-Sonnier			
	Joshua Gibbs			
	Rodrick Cotton			
	Radwan Habibi			
	Jonathan Kriss			
	Jackie Chestang			
	Mark McCormick			
	Chad Pezant			
	Chris Main			
	Michael Ellzey			
	Elizbeth Lowry			
	Kevin Beckham			
	James Estes			
	Christopher Grimes			
	Sharon Anderson			
	Nicholas Vegliacich			
	Deffery Hollis			
	Edward McAlpine			
	David Marston			
	Angela Prine			
	Jorge Chiang			

Bill To	Requisition 00009479-00 FY 2026
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	1000.30.15.1530.1542.1530.0000.0000.47020.
MOBILE, AL	Review:
36601	Buyer: 9105fola
vendorinvoices@cityofmobile.org	Status: Approved Page 6

Vendor	Ship To
GALLS LLC	POLICE HEADQUARTERS
P O BOX 71628	2460 GOVERNMENT STREET
	MOBILE, AL 36606
CHICAGO, IL 60694-1628	
Tel#859-266-7227	
Fax 859-269-3492	
	Deliver To
	POLICE HEADQUARTERS
	2460 GOVERNMENT STREET
	MOBILE, AL 36606

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
03/12/26	070216				POLICE ADMIN SERVICES

LN	Description / Account	Qty	Unit Price	Net Price
	Theodore Johnson			
	Lawrence Battiste			
	Shaun Christian			
	Jimmy Bailey			
	Nicey Turton			
	Ryan Owens			
	Jason Martin			
	Eric Matthews			
	Billie Rowland			
	Henry Sieck			
	Arthur Krause			
	Rodrick Latimer			
	John Forward			
	Donnel McKean			
	David Draime			
	George Busbee			
	Marcus Howell			
	Darrell Tucker			
	Seam Concannon			
	John Lowry			
	Reagan Clegg			
	Celina Lowe			
	Andrew Quick			
	Eleni Conditt			
	Christopher Giattina			
	John Jackson			
	Linda Tims			
	John Schaffer			
	Judd Crepeau			
	Roy Whitfield			
	Rick Gathright			

Bill To	Requisition 00009479-00 FY 2026
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	1000.30.15.1530.1542.1530.0000.0000.47020.
MOBILE, AL	Review:
36601	Buyer: 9105fola
vendorinvoices@cityofmobile.org	Status: Approved Page 7

Vendor	Ship To
GALLS LLC	POLICE HEADQUARTERS
P O BOX 71628	2460 GOVERNMENT STREET
	MOBILE, AL 36606
CHICAGO, IL 60694-1628	
Tel#859-266-7227	
Fax 859-269-3492	
	Deliver To
	POLICE HEADQUARTERS
	2460 GOVERNMENT STREET
	MOBILE, AL 36606

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
03/12/26	070216				POLICE ADMIN SERVICES

LN	Description / Account	Qty	Unit Price	Net Price
	Jerry Lewis Austin Guffey John Angle Christopher Levy Erika Treubig Ernest Treubig Johnny Bouler Paul Lee Shonee Mingo Jamal Pettway Joshua Evans Blakely Miles James Mistrot Tiffany Monte John Scroggins Jamal Slaughter Archie Townsend David Whitney John Flowers Elrich Johnson Blakely Miles Tony Tripp Gaston Vilaseca Caleb Warren Vendor Item Inventory Item/Loc 15279			
1	1000.30.15.1530.1542.1530.0000.0000.47020.			20328.00

Bill To	Requisition 00009479-00 FY 2026
ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Acct No: 1000.30.15.1530.1542.1530.0000.0000.47020. Review: Buyer: 9105fola Status: Approved Page 8

Vendor	Ship To
GALLS LLC P O BOX 71628 CHICAGO, IL 60694-1628 Tel#859-266-7227 Fax 859-269-3492	POLICE HEADQUARTERS 2460 GOVERNMENT STREET MOBILE, AL 36606 Deliver To POLICE HEADQUARTERS 2460 GOVERNMENT STREET MOBILE, AL 36606

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
03/12/26	070216				POLICE ADMIN SERVICES

LN	Description / Account	Qty	Unit Price	Net Price
	Ship To POLICE HEADQUARTERS 2460 GOVERNMENT STREET MOBILE, AL 36606 Deliver To POLICE HEADQUARTERS 2460 GOVERNMENT STREET MOBILE, AL 36606			

Requisition Link

Requisition Total 75460.56

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

Account	Amount	Remaining Budget
1000.30.15.1530.1542.1530.0000.0000.47020.	75460.56	4995233.26
SUPPORT SERVICE DIV EXP EQUIPMENT (LESS THAN $5000)		

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

Activity	Date	Clerk	Comment
Rejected	03/13/26	LAURIE WILLIAMS	C
Approved	03/13/26	DONALD ROSE	Auto approved by: 910521222
Approved	03/13/26	LAURIE WILLIAMS	OKAY TO APPROVE
Approved	03/13/26	SOPHIA YORK	Auto approved by: 910521222
Approved	03/13/26	JOHN PAINE	Auto approved by: 910521222

Authorized By: _____ Date: _____

Bill To	Requisition 00009479-00 FY 2026
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	1000.30.15.1530.1542.1530.0000.0000.47020.
MOBILE, AL	Review:
36601	Buyer: 9105fola
vendorinvoices@cityofmobile.org	Status: Approved Page 9

Vendor	Ship To
GALLS LLC	POLICE HEADQUARTERS
P O BOX 71628	2460 GOVERNMENT STREET
	MOBILE, AL 36606
CHICAGO, IL 60694-1628	
Tel#859-266-7227 Fax 859-269-3492	
	Deliver To
	POLICE HEADQUARTERS
	2460 GOVERNMENT STREET
	MOBILE, AL 36606

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
03/12/26	070216				POLICE ADMIN SERVICES

LN	Description / Account	Qty	Unit Price	Net Price

Signature

The Local Government Purchasing Cooperative

For the Period 07/01/2025 to 06/30/2026

Final Catalog Award Report for Uniforms and Accessories, Proposal No. 773-25

9. Discount (%) off catalog/price list for **Purchase of Public Safety** (police, fire, EMS, security, and other related public safety) **Uniforms, Related Supplies, and Accessories.**

Vendor Name	Vendor Catalog Information	Percent Discount	Award
Global Trading, Inc.	FLEXFIT Catalog	26%	No
Global Trading, Inc.	FLORSHEIM Catalog	26%	No
Global Trading, Inc.	FLYING CROSS Catalog	26%	No
Maryland Fire Equipment Corporation	Flying Cross price list	15%	Yes
Nardis dba Nardis Public Safety	FLYING CROSS price list	15%	Yes
Global Trading, Inc.	FRUIT OF THE LOOM Catalog	26%	No
Galls, LLC	Galls price list	15%	Yes
GT Distributors, Inc.	General Tactic price list	12%	Yes
Global Trading, Inc.	GEORGIA BOOTS Catalog	26%	No
GT Distributors, Inc.	Gerber Outerwear price list	20%	Yes
Global Trading, Inc.	GILDAN Catalog	26%	No
Glendale Parade Store, LLC	Glendale Parade Store price list	0%	Yes
Maryland Fire Equipment Corporation	Globe Catalog	28%	Yes
Impact Promotional Services, LLC dba Got You Covered Work Wear and Uniforms	Got You Covered Uniforms price list	15%	Yes
Global Trading, Inc.	GOULD & GOODRICH Catalog	26%	No
GT Distributors, Inc.	Gould & Goodrich price list	40%	No
Nardis dba Nardis Public Safety	GOULD AND GOODRICH price list	15%	Yes
Global Trading, Inc.	GRABBERS Catalog	26%	No
GT Distributors, Inc.	GT Distributors price list (15% - 56%)	15%	Yes
Global Trading, Inc.	HAIX Catalog	26%	No
HAIX North America Inc.	HAIX Footwear Pricelist	20%	Yes
GT Distributors, Inc.	Haix price list	19%	No
Global Trading, Inc.	HANES Catalog	26%	No
Global Trading, Inc.	HARRITON Catalog	26%	No

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. 2021-485, the Department has reviewed the competitive bidding process used by BuyBoard, a national, intergovernmental purchasing cooperative, created in accordance with Maryland and Rhode Island state statutes, 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 the Texas Association of School Boards, who served as the procurement administrator with BuyBoard's Board of Directors, using established ranking criteria.

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

Should the Department receive notice that BuyBoard its awarding authorities, or its awarded vendors are allowing Alabama governmental entities to make unauthorized purchases or other unlawful business transactions, BuyBoard'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,

Rachel Laurie Riddle
CHIEF EXAMINER

RLR/lbm

CAPITAL CONTRACT SUMMARY SHEET

AGENDA ITEM SUMMARY SHEET

Agenda of: March 24, 2026

Submitted by:
John Paine, Purchasing Agent

Sponsored by:
Spiro Cheriogotis, INACTIVE

Purpose and Scope of Project:
To approve issuance of purchase order to Jasper Seating Company, Inc for furniture for Africatown Welcome Center.

Amount of Contract:
$34,530.03

Funding Source
Capital Africatown Furnituure and Fixtures

ATTACHMENTS:
1. 20260317 Jasper Agenda Package POs

REVIEWERS:
Donald Rose
James Barber

AGENDA ITEM SUMMARY SHEET

Print Page | Reset

Agenda of: 24 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 Jasper Seating Company, Inc

PURPOSE & SCOPE OF PROJECT:
To approve issuance of purchase order to Jasper Seating Company, Inc for furniture for Africatown Welcome Center.
Capital Africatown Furnituure and Fixtures

RESOLUTION ☒ ORDINANCE ☐ OTHER ☐

AMOUNT OF CONTRACT: $34,530.03

FUNDING SOURCE:

Budget Item: See Requisitions Discretionary Funds: _____

Budget amendment: REDUCE ☐ INCREASED ☐

Grant funds: _____ Matching funds: _____

Associated Costs:

Current year (itemize)
Type: _____ Amount: _____

Future years
Year: _____ Amount: _____

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

Effective date of contract: On issuance to vendor.

Renewal date of contract (if applicable): _____

If not bid, state reason: AL State Contract

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

How many bidders submitted bids (if applicable): na

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

R E S O L U T I O N

Sponsored by: Mayor Spiro N. Cheriogotis

BE IT RESOLVED BY THE CITY COUNCIL OF MOBILE, ALABAMA, that the 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
8971	2026	(3030) REAL ESTATE ASSET MANAGEMENT	FURNITURE FOR AFRICATOWN WELCOME CENTER (AL STATE CONTRACT)	$34,530.03	(282155) JASPER SEATING COMPANY INC

Adopted:

_____
City Clerk

Bill To	Requisition 00008971-00 FY 2026
ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Acct No: 2000.80.00.0000.0000.0000.0000.0000.47010. Review: Buyer: 9105fola Status: Approved Page 1

Vendor	Ship To
JASPER SEATING COMPANY INC DBA JASPER GROUP P O BOX 231 JASPER, IN 47547-0231 Tel#812-771-4609 Fax 812-771-4615	REAL ESTATE ASSET MANAGEMENT 205 GOVERNMENT STREET 5TH FLR S TOWER ROOM 547 MOBILE, AL 36644 BEATRIZ.JORDAN@CITYOFMOBILE.GOV Deliver To REAL ESTATE ASSET MANAGEMENT 205 GOVERNMENT STREET 5TH FLR S TOWER ROOM 547 MOBILE, AL 36644

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
03/04/26	282155				REAL ESTATE ASSET MANAGEMEN

LN	Description / Account	Qty	Unit Price	Net Price
	General Notes --- PER STATE OF ALABAMA CONTRACT #MA220000002807. INSTALLATION DEALER: OFFICE EQUIPMENT COMPANY ATTN: NANCY BRAMLETT. CONTACT BEATRIZ JORDAN AT 251-208-7878 TO SCHEDULE DELIVERY.			
001	NAT54144-30BTPB, NATIVE BOAT SHAPE TABLE WITH PANEL BASE 54D X 144W X 29 3/8H, REVERSE BEVEL EDGE, PINNACLE WALNUT, 2 CUT OUTS, (2) MINIS - 13" CUT OUT OF MINI OASIS OR STORAGE	1.00 EACH	5580.37000	5580.37
	1 2000.80.00.0000.0000.0000.0000.0000.47010. E F720-001 .CAPEQUIPMT. .			5580.37
	Ship To REAL ESTATE ASSET MANAGEMENT 205 GOVERNMENT STREET 5TH FLR S TOWER ROOM 547 MOBILE, AL 36644 Deliver To REAL ESTATE ASSET MANAGEMENT 205 GOVERNMENT STREET 5TH FLR S TOWER ROOM 547 MOBILE, AL 36644			

Bill To	Requisition 00008971-00 FY 2026
ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Acct No: 2000.80.00.0000.0000.0000.0000.0000.47010. Review: Buyer: 9105fola Status: Approved Page 2

Vendor	Ship To
JASPER SEATING COMPANY INC DBA JASPER GROUP P O BOX 231 JASPER, IN 47547-0231 Tel#812-771-4609 Fax 812-771-4615	REAL ESTATE ASSET MANAGEMENT 205 GOVERNMENT STREET 5TH FLR S TOWER ROOM 547 MOBILE, AL 36644 BEATRIZ.JORDAN@CITYOFMOBILE.GOV
	Deliver To REAL ESTATE ASSET MANAGEMENT 205 GOVERNMENT STREET 5TH FLR S TOWER ROOM 547 MOBILE, AL 36644

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
03/04/26	282155				REAL ESTATE ASSET MANAGEMEN

LN	Description / Account	Qty	Unit Price	Net Price
002	EC37, NATIVE OASIS MINI POWER UNIT - 9D X 14 3/8W X 4 3/4H, MATTE BLACK	2.00 EACH	786.52000	1573.04
	1 2000.80.00.0000.0000.0000.0000.0000.47010. E F720-001 .CAPEQUIPMT. .			1573.04
	Ship To REAL ESTATE ASSET MANAGEMENT 205 GOVERNMENT STREET 5TH FLR S TOWER ROOM 547 MOBILE, AL 36644			
	Deliver To REAL ESTATE ASSET MANAGEMENT 205 GOVERNMENT STREET 5TH FLR S TOWER ROOM 547 MOBILE, AL 36644			
003	72SE, COSGROVE EXECUTIVE CONFERENCE HIGH BACK SWIVEL - 26D X 27W X 41 1/4-44 3/4H, GRADE D MOMENTUM FABRIC, CANTER EPU, CANTER EPU NON-CARDED FABRIC, PYRITE, METAL TIER 2, SOFT BRONZE, WOOD ARM CAP SET, PINNACLE WALNUT, METAL TIER 2, SOFT BRONZE, BLACK CASTER	10.00 EACH	1043.57000	10435.70

Bill To	Requisition 00008971-00 FY 2026
ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Acct No: 2000.80.00.0000.0000.0000.0000.0000.47010. Review: Buyer: 9105fola Status: Approved Page 3

Vendor	Ship To
JASPER SEATING COMPANY INC DBA JASPER GROUP P O BOX 231 JASPER, IN 47547-0231 Tel#812-771-4609 Fax 812-771-4615	REAL ESTATE ASSET MANAGEMENT 205 GOVERNMENT STREET 5TH FLR S TOWER ROOM 547 MOBILE, AL 36644 BEATRIZ.JORDAN@CITYOFMOBILE.GOV
	Deliver To REAL ESTATE ASSET MANAGEMENT 205 GOVERNMENT STREET 5TH FLR S TOWER ROOM 547 MOBILE, AL 36644

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
03/04/26	282155				REAL ESTATE ASSET MANAGEMEN

LN	Description / Account	Qty	Unit Price	Net Price
1	2000.80.00.0000.0000.0000.0000.0000.47010. E F720-001 .CAPEQUIPMT. .			10435.70
	Ship To REAL ESTATE ASSET MANAGEMENT 205 GOVERNMENT STREET 5TH FLR S TOWER ROOM 547 MOBILE, AL 36644 Deliver To REAL ESTATE ASSET MANAGEMENT 205 GOVERNMENT STREET 5TH FLR S TOWER ROOM 547 MOBILE, AL 36644			
004	BOURNE 42D X 42W X 30H SQUARE TABLE W/WOOD/METAL LEGS, LAMINATE, PINNACLE WALNUT, SOFT BRONZE, PINNACLE WALNUT, MAPLE WOOD LEG,	1.00 EACH	2567.32000	2567.32
1	2000.80.00.0000.0000.0000.0000.0000.47010. E F720-001 .CAPEQUIPMT. .			2567.32
	Ship To REAL ESTATE ASSET MANAGEMENT 205 GOVERNMENT STREET 5TH FLR S TOWER ROOM 547 MOBILE, AL 36644 Deliver To			

Bill To	Requisition 00008971-00 FY 2026
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	2000.80.00.0000.0000.0000.0000.0000.47010.
MOBILE, AL	Review:
36601	Buyer: 9105fola
vendorinvoices@cityofmobile.org	Status: Approved Page 4

Vendor	Ship To
JASPER SEATING COMPANY INC	REAL ESTATE ASSET MANAGEMENT
DBA JASPER GROUP	205 GOVERNMENT STREET
P O BOX 231	5TH FLR S TOWER ROOM 547
	MOBILE, AL 36644
JASPER, IN 47547-0231	BEATRIZ.JORDAN@CITYOFMOBILE.GOV
Tel#812-771-4609	
Fax 812-771-4615	
	Deliver To
	REAL ESTATE ASSET MANAGEMENT
	205 GOVERNMENT STREET
	5TH FLR S TOWER ROOM 547
	MOBILE, AL 36644

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
03/04/26	282155				REAL ESTATE ASSET MANAGEMEN

LN	Description / Account	Qty	Unit Price	Net Price
	REAL ESTATE ASSET MANAGEMENT 205 GOVERNMENT STREET 5TH FLR S TOWER ROOM 547 MOBILE, AL 36644			
005	BY2103WW, BRYN ARMLESS GUEST CHAIR WITH WOOD SEAT AND WOOD BACK - 22-3/4D X 17-1/4W X 31-1/4H, PINNACLE WALNUT, TIER 2 METAL FRAME COLOR SOFT BRONZE	4.00 EACH	646.60000	2586.40
	1 2000.80.00.0000.0000.0000.0000.0000.47010. E F720-001 .CAPEQUIPMT. .			2586.40
	Ship To REAL ESTATE ASSET MANAGEMENT 205 GOVERNMENT STREET 5TH FLR S TOWER ROOM 547 MOBILE, AL 36644			
	Deliver To REAL ESTATE ASSET MANAGEMENT 205 GOVERNMENT STREET 5TH FLR S TOWER ROOM 547 MOBILE, AL 36644			
006	VST3672RCT, VISION 36 X 72 RECTANGULAR PENINSULA DEST, TFL WORKSURFACE, PINNACLE WALNUT,	1.00 EACH	906.83000	906.83

Bill To	Requisition 00008971-00 FY 2026
ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Acct No: 2000.80.00.0000.0000.0000.0000.0000.47010. Review: Buyer: 9105fola Status: Approved Page 5

Vendor	Ship To
JASPER SEATING COMPANY INC DBA JASPER GROUP P O BOX 231 JASPER, IN 47547-0231 Tel#812-771-4609 Fax 812-771-4615	REAL ESTATE ASSET MANAGEMENT 205 GOVERNMENT STREET 5TH FLR S TOWER ROOM 547 MOBILE, AL 36644 BEATRIZ.JORDAN@CITYOFMOBILE.GOV
	Deliver To REAL ESTATE ASSET MANAGEMENT 205 GOVERNMENT STREET 5TH FLR S TOWER ROOM 547 MOBILE, AL 36644

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
03/04/26	282155				REAL ESTATE ASSET MANAGEMEN

LN	Description / Account	Qty	Unit Price	Net Price
	EASED EDGE, PINNACLE WALNUT, YES END TOP GROMMET LACATION (D), MATTE BLACK, YES CHASSIS GROMMETS, MATTE BLACK			
1	2000.80.00.0000.0000.0000.0000.0000.47010. E F720-001 .CAPEQUIPMT. .			906.83
	Ship To REAL ESTATE ASSET MANAGEMENT 205 GOVERNMENT STREET 5TH FLR S TOWER ROOM 547 MOBILE, AL 36644			
	Deliver To REAL ESTATE ASSET MANAGEMENT 205 GOVERNMENT STREET 5TH FLR S TOWER ROOM 547 MOBILE, AL 36644			
007	VST3072RCT, VISION 30 X 72 RECTANGULAR PENINSULA DESK, TFL WORKSURFACE, PINNACLE WALNUT, EASED EDGE, PINNACLE WALNUT,YES END TOP GROMMET LOCATTION (D), MATTE BLACK, YES CHASSISS GROMMETS, MATTE BLACK	1.00 EACH	894.64000	894.64
1	2000.80.00.0000.0000.0000.0000.0000.47010. E F720-001 .CAPEQUIPMT. .			894.64

Bill To	Requisition 00008971-00 FY 2026
ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Acct No: 2000.80.00.0000.0000.0000.0000.0000.47010. Review: Buyer: 9105fola Status: Approved Page 6

Vendor	Ship To
JASPER SEATING COMPANY INC DBA JASPER GROUP P O BOX 231 JASPER, IN 47547-0231 Tel#812-771-4609 Fax 812-771-4615	REAL ESTATE ASSET MANAGEMENT 205 GOVERNMENT STREET 5TH FLR S TOWER ROOM 547 MOBILE, AL 36644 BEATRIZ.JORDAN@CITYOFMOBILE.GOV
	Deliver To REAL ESTATE ASSET MANAGEMENT 205 GOVERNMENT STREET 5TH FLR S TOWER ROOM 547 MOBILE, AL 36644

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
03/04/26	282155				REAL ESTATE ASSET MANAGEMEN

LN	Description / Account	Qty	Unit Price	Net Price
	Ship To REAL ESTATE ASSET MANAGEMENT 205 GOVERNMENT STREET 5TH FLR S TOWER ROOM 547 MOBILE, AL 36644 Deliver To REAL ESTATE ASSET MANAGEMENT 205 GOVERNMENT STREET 5TH FLR S TOWER ROOM 547 MOBILE, AL 36644			
008	VSV3028PXB, VISION WOOD TRUSS BASE (FOR PENINSULA) - 1.75D X 29 1/2W X 28H, PINNACLE WALNUT	2.00 EACH	673.10000	1346.20
1	2000.80.00.0000.0000.0000.0000.0000.47010. E F720-001 .CAPEQUIPMT. .			1346.20
	Ship To REAL ESTATE ASSET MANAGEMENT 205 GOVERNMENT STREET 5TH FLR S TOWER ROOM 547 MOBILE, AL 36644 Deliver To REAL ESTATE ASSET MANAGEMENT 205 GOVERNMENT STREET 5TH FLR S TOWER ROOM 547			

Bill To	Requisition 00008971-00 FY 2026
ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Acct No: 2000.80.00.0000.0000.0000.0000.0000.47010. Review: Buyer: 9105fola Status: Approved Page 7

Vendor	Ship To
JASPER SEATING COMPANY INC DBA JASPER GROUP P O BOX 231 JASPER, IN 47547-0231 Tel#812-771-4609 Fax 812-771-4615	REAL ESTATE ASSET MANAGEMENT 205 GOVERNMENT STREET 5TH FLR S TOWER ROOM 547 MOBILE, AL 36644 BEATRIZ.JORDAN@CITYOFMOBILE.GOV
	Deliver To REAL ESTATE ASSET MANAGEMENT 205 GOVERNMENT STREET 5TH FLR S TOWER ROOM 547 MOBILE, AL 36644

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
03/04/26	282155				REAL ESTATE ASSET MANAGEMEN

LN	Description / Account	Qty	Unit Price	Net Price
	MOBILE, AL 36644			
009	VST3642WP, VISION 42 1/2" H WALL PANEL 7.9375D X 36W X 42 1/2H PINNACLE WALNUT, TOP (54 1/2") & BOTTOM (42") SHELVES, PINNACLE WALNUT	1.00 EACH	263.94000	263.94
	1 2000.80.00.0000.0000.0000.0000.0000.47010. E F720-001 .CAPEQUIPMT. .			263.94
	Ship To REAL ESTATE ASSET MANAGEMENT 205 GOVERNMENT STREET 5TH FLR S TOWER ROOM 547 MOBILE, AL 36644			
	Deliver To REAL ESTATE ASSET MANAGEMENT 205 GOVERNMENT STREET 5TH FLR S TOWER ROOM 547 MOBILE, AL 36644			
010	VST3042WP, VISION 42 1/2" H WALL PANEL 7.9375D X 30W X 42 1/2H PINNACLE WALNUT, TOP (54 1/2") & BOTTOM (42") SHELVES, PINNACLE WALNUT	1.00 EACH	240.62000	240.62

Bill To	Requisition 00008971-00 FY 2026
ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Acct No: 2000.80.00.0000.0000.0000.0000.0000.47010. Review: Buyer: 9105fola Status: Approved Page 8

Vendor	Ship To
JASPER SEATING COMPANY INC DBA JASPER GROUP P O BOX 231 JASPER, IN 47547-0231 Tel#812-771-4609 Fax 812-771-4615	REAL ESTATE ASSET MANAGEMENT 205 GOVERNMENT STREET 5TH FLR S TOWER ROOM 547 MOBILE, AL 36644 BEATRIZ.JORDAN@CITYOFMOBILE.GOV
	Deliver To REAL ESTATE ASSET MANAGEMENT 205 GOVERNMENT STREET 5TH FLR S TOWER ROOM 547 MOBILE, AL 36644

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
03/04/26	282155				REAL ESTATE ASSET MANAGEMEN

LN	Description / Account	Qty	Unit Price	Net Price
1	2000.80.00.0000.0000.0000.0000.0000.47010. E F720-001 .CAPEQUIPMT. .			240.62
	Ship To REAL ESTATE ASSET MANAGEMENT 205 GOVERNMENT STREET 5TH FLR S TOWER ROOM 547 MOBILE, AL 36644 Deliver To REAL ESTATE ASSET MANAGEMENT 205 GOVERNMENT STREET 5TH FLR S TOWER ROOM 547 MOBILE, AL 36644			
011	VST2454MLL, VISION 24 X 54 MULTI-FILE RETURN, LEFT, TFL WORKSURFACE, PINNACLE WALNUT, EASED EDGE, PINNACLE WALNUT, DELVE PULL SOFT BRONZE FULL MODESTY PANEL (STANDARD), NO GROMMET IN LEFT LOCATION (A), YES CENTER GROMMET LOCATION (B), MATTE BLACK, NO GROMMET IN RIGHT LOCATION (C), NO CHASSIS GROMMETS, YES LOCKING, MATTE BLACK	1.00 EACH	1315.99000	1315.99
1	2000.80.00.0000.0000.0000.0000.0000.47010. E F720-001 .CAPEQUIPMT. .			1315.99

Bill To	Requisition 00008971-00 FY 2026
ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Acct No: 2000.80.00.0000.0000.0000.0000.0000.47010. Review: Buyer: 9105fola Status: Approved Page 9

Vendor	Ship To
JASPER SEATING COMPANY INC DBA JASPER GROUP P O BOX 231 JASPER, IN 47547-0231 Tel#812-771-4609 Fax 812-771-4615	REAL ESTATE ASSET MANAGEMENT 205 GOVERNMENT STREET 5TH FLR S TOWER ROOM 547 MOBILE, AL 36644 BEATRIZ.JORDAN@CITYOFMOBILE.GOV
	Deliver To REAL ESTATE ASSET MANAGEMENT 205 GOVERNMENT STREET 5TH FLR S TOWER ROOM 547 MOBILE, AL 36644

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
03/04/26	282155				REAL ESTATE ASSET MANAGEMEN

LN	Description / Account	Qty	Unit Price	Net Price
	Ship To REAL ESTATE ASSET MANAGEMENT 205 GOVERNMENT STREET 5TH FLR S TOWER ROOM 547 MOBILE, AL 36644 Deliver To REAL ESTATE ASSET MANAGEMENT 205 GOVERNMENT STREET 5TH FLR S TOWER ROOM 547 MOBILE, AL 36644			
012	VST2448ELY, VISION 24 X 48 BOX/BOX/FILE RETURN, LEFT, TFL WORKSURFACE, PINNACLE WALNUT, EASED EDGE, PINNACLE WALNUT, DELVE PULL, SOFT BRONZE, FULL MODESTY PANEL(STANDARD), NO GROMMET IN RIGHT LOCATION (C), NO CHASSIS GROMMETS, YES LOCKING, MATTE BLACK	1.00 EACH	819.38000	819.38
	1 2000.80.00.0000.0000.0000.0000.0000.47010. E F720-001 .CAPEQUIPMT. .			819.38

Bill To	Requisition 00008971-00 FY 2026
ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Acct No: 2000.80.00.0000.0000.0000.0000.0000.47010. Review: Buyer: 9105fola Status: Approved Page 10

Vendor	Ship To
JASPER SEATING COMPANY INC DBA JASPER GROUP P O BOX 231 JASPER, IN 47547-0231 Tel#812-771-4609 Fax 812-771-4615	REAL ESTATE ASSET MANAGEMENT 205 GOVERNMENT STREET 5TH FLR S TOWER ROOM 547 MOBILE, AL 36644 BEATRIZ.JORDAN@CITYOFMOBILE.GOV
	Deliver To REAL ESTATE ASSET MANAGEMENT 205 GOVERNMENT STREET 5TH FLR S TOWER ROOM 547 MOBILE, AL 36644

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
03/04/26	282155				REAL ESTATE ASSET MANAGEMEN

LN	Description / Account	Qty	Unit Price	Net Price
	Ship To REAL ESTATE ASSET MANAGEMENT 205 GOVERNMENT STREET 5TH FLR S TOWER ROOM 547 MOBILE, AL 36644 Deliver To REAL ESTATE ASSET MANAGEMENT 205 GOVERNMENT STREET 5TH FLR S TOWER ROOM 547 MOBILE, AL 36644			
013	VST1654WSO, VISION 16D X 54W X17 1/12H WALL MOUNT OVERHEAD CABINET W/FOUR DOOR, PINNACLE WALNUT, LAMINATE DOOR, PINNACLE WALNUT, YES LOCKING, MATTE BLACK	1.00 EACH	776.98000	776.98
	1 2000.80.00.0000.0000.0000.0000.0000.47010. E F720-001 .CAPEQUIPMT. .			776.98
	Ship To REAL ESTATE ASSET MANAGEMENT 205 GOVERNMENT STREET 5TH FLR S TOWER ROOM 547 MOBILE, AL 36644 Deliver To REAL ESTATE ASSET MANAGEMENT			

Bill To	Requisition 00008971-00 FY 2026
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	2000.80.00.0000.0000.0000.0000.0000.47010.
MOBILE, AL	Review:
36601	Buyer: 9105fola
vendorinvoices@cityofmobile.org	Status: Approved Page 11

Vendor	Ship To
JASPER SEATING COMPANY INC	REAL ESTATE ASSET MANAGEMENT
DBA JASPER GROUP	205 GOVERNMENT STREET
P O BOX 231	5TH FLR S TOWER ROOM 547
	MOBILE, AL 36644
JASPER, IN 47547-0231	BEATRIZ.JORDAN@CITYOFMOBILE.GOV
Tel#812-771-4609	
Fax 812-771-4615	
	Deliver To
	REAL ESTATE ASSET MANAGEMENT
	205 GOVERNMENT STREET
	5TH FLR S TOWER ROOM 547
	MOBILE, AL 36644

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
03/04/26	282155				REAL ESTATE ASSET MANAGEMEN

LN	Description / Account	Qty	Unit Price	Net Price
	205 GOVERNMENT STREET 5TH FLR S TOWER ROOM 547 MOBILE, AL 36644			
014	VST1648WSOL, VISION 48D X 16W X 17 1/2H WALL MOUNT OVERHEAD CABINET W/THREE DOORS LEFT, PINNACLE WALNUT, LAMINATE DOOR, PINNACLE WALNUT, YES LOCKING, MATTE BLACK	1.00 EACH	713.38000	713.38
	1 2000.80.00.0000.0000.0000.0000.0000.47010. E F720-001 .CAPEQUIPMT. .			713.38
	Ship To REAL ESTATE ASSET MANAGEMENT 205 GOVERNMENT STREET 5TH FLR S TOWER ROOM 547 MOBILE, AL 36644			
	Deliver To REAL ESTATE ASSET MANAGEMENT 205 GOVERNMENT STREET 5TH FLR S TOWER ROOM 547 MOBILE, AL 36644			
015	BU7511D, BOURNE GUEST CHAIR - SINGLE TEXTILE, GRADE I, MOMENTUM FABRIC, FOUNDATION, SIESTA, MAPLE WOOD SPECIES (STANDARD), PINNACLE	2.00 EACH	1132.08000	2264.16

Bill To	Requisition 00008971-00 FY 2026
ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Acct No: 2000.80.00.0000.0000.0000.0000.0000.47010. Review: Buyer: 9105fola Status: Approved Page 12

Vendor	Ship To
JASPER SEATING COMPANY INC DBA JASPER GROUP P O BOX 231 JASPER, IN 47547-0231 Tel#812-771-4609 Fax 812-771-4615	REAL ESTATE ASSET MANAGEMENT 205 GOVERNMENT STREET 5TH FLR S TOWER ROOM 547 MOBILE, AL 36644 BEATRIZ.JORDAN@CITYOFMOBILE.GOV
	Deliver To REAL ESTATE ASSET MANAGEMENT 205 GOVERNMENT STREET 5TH FLR S TOWER ROOM 547 MOBILE, AL 36644

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
03/04/26	282155				REAL ESTATE ASSET MANAGEMEN

LN	Description / Account	Qty	Unit Price	Net Price
	WALNUT, METAL LEVELING GLIDES (STANDARD)			
	1 2000.80.00.0000.0000.0000.0000.0000.47010. E F720-001 .CAPEQUIPMT. .			2264.16
	Ship To REAL ESTATE ASSET MANAGEMENT 205 GOVERNMENT STREET 5TH FLR S TOWER ROOM 547 MOBILE, AL 36644			
	Deliver To REAL ESTATE ASSET MANAGEMENT 205 GOVERNMENT STREET 5TH FLR S TOWER ROOM 547 MOBILE, AL 36644			
016	72SESY, COSGROVE EXECUTIVE CONFERENCE HIGH BACK SWIVEL, SYNCHRO TILT, 26D X 27W X 41 1/4-44 3/4H, GRADE D(FRAME), MOMENTUM FABRIC, CANTER EPU, CANTER EPU OTHER COLORS, PYRITE, METAL TIER 2, SOFT BRONZE, WOOD ARM CAP SET, PINNACLE WALNUT, METAL TIER 2 SOFT BRONZE, BLACK CASTER	2.00 EACH	1122.54000	2245.08
	1 2000.80.00.0000.0000.0000.0000.0000.47010.			

Bill To	Requisition 00008971-00 FY 2026
ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Acct No: 2000.80.00.0000.0000.0000.0000.0000.47010. Review: Buyer: 9105fola Status: Approved Page 13

Vendor	Ship To
JASPER SEATING COMPANY INC DBA JASPER GROUP P O BOX 231 JASPER, IN 47547-0231 Tel#812-771-4609 Fax 812-771-4615	REAL ESTATE ASSET MANAGEMENT 205 GOVERNMENT STREET 5TH FLR S TOWER ROOM 547 MOBILE, AL 36644 BEATRIZ.JORDAN@CITYOFMOBILE.GOV
	Deliver To REAL ESTATE ASSET MANAGEMENT 205 GOVERNMENT STREET 5TH FLR S TOWER ROOM 547 MOBILE, AL 36644

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
03/04/26	282155				REAL ESTATE ASSET MANAGEMEN

LN	Description / Account	Qty	Unit Price	Net Price
	E F720-001 .CAPEQUIPMT. .			2245.08

Ship To
REAL ESTATE ASSET MANAGEMENT
205 GOVERNMENT STREET
5TH FLR S TOWER ROOM 547
MOBILE, AL 36644

Deliver To
REAL ESTATE ASSET MANAGEMENT
205 GOVERNMENT STREET
5TH FLR S TOWER ROOM 547
MOBILE, AL 36644

Requisition Link

Requisition Total 34530.03

***** Project Ledger Summary Section *****

Account	Amount	Remaining Budget
E F720-001 .CAPEQUIPMT. .	34530.03	47264.77

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

Account	Amount	Remaining Budget
2000.80.00.0000.0000.0000.0000.0000.47010.	34530.03	3970150.19

CAPITAL IMPROVEMENTS FUND EXP EQUIPMENT (GREATER $5000)

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

Activity	Date	Clerk	Comment
Approved	03/04/26	CARLEEN STOUT	approved!
Approved	03/04/26	CHAD HOLM	Auto approved by: 910518486

Bill To	Requisition 00008971-00 FY 2026
ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Acct No: 2000.80.00.0000.0000.0000.0000.0000.47010. Review: Buyer: 9105fola Status: Approved Page 14

Vendor	Ship To
JASPER SEATING COMPANY INC DBA JASPER GROUP P O BOX 231 JASPER, IN 47547-0231 Tel#812-771-4609 Fax 812-771-4615	REAL ESTATE ASSET MANAGEMENT 205 GOVERNMENT STREET 5TH FLR S TOWER ROOM 547 MOBILE, AL 36644 BEATRIZ.JORDAN@CITYOFMOBILE.GOV
	Deliver To REAL ESTATE ASSET MANAGEMENT 205 GOVERNMENT STREET 5TH FLR S TOWER ROOM 547 MOBILE, AL 36644

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
03/04/26	282155				REAL ESTATE ASSET MANAGEMEN

LN	Description / Account			Qty	Unit Price	Net Price
	Approved	03/05/26	BRENDA RHODES			
	Approved	03/05/26	TIFFANY HOLLINS		Auto approved by: 910511034	
	Approved	03/05/26	RELYA MALLORY		Auto approved by: 910511034	
	Approved	03/16/26	DONALD ROSE		Auto approved by: 9105fola	
	Approved	03/16/26	SANDRA LEWIS		Auto approved by: 9105fola	
	Approved	03/16/26	STEVEN KRONINGER		Auto approved by: 9105fola	
	Approved	03/16/26	SAMANTHA COOLEY		Auto approved by: 9105fola	
	Approved	03/16/26	JAMES NEESE		Auto approved by: 9105fola	
	Approved	03/16/26	PATRICIA KENNEDY-JONES		Auto approved by: 9105fola	
	Approved	03/16/26	REBECCA CRUMPLER		Auto approved by: 9105fola	
	Approved	03/16/26	ANNE FOLEY			
	Approved	03/16/26	JOHN PAINE		Auto approved by: 9105fola	

Authorized By: _____ Date: _____
Signature

Contract Header

Contract
JSI and Jasper Desk MA

Type
Master Agreement

Supplier
JSI and Jasper Desk

Contract Code
MA220000002808

Linked Solicitation
Furniture: Office, Tables, Educational

Sourcing Number
SRC0000002513

Public Comments
NA

Contact Information

Contract Responsible

First name	Last name	Email	Phone
Sonya	Bryan	sonya.bryan@procurement.alabama.gov	334-353-8379

1 Record(s)

Supplier Contact

First name	Last name	Email	Phone
Kathy	Vonderheide	kvonderheide@jaspergroup.us.com	800-457-4511

1 Record(s)

Contract Scope

Organizations
State of Alabama

Contract Validity

Start Date
3/1/2022

End Date
2/28/2027

Documents

- Furniture_Terms_and_Conditions__002___1_(3).pdf

Items

- RFB_Standard_Terms___Conditions_Rev_9-20-21.pdf

Item Name	Product Code		UOM
Desks Dock Delivery 49% Inside Delivery 47% Installation 45%	Line 2- Desks	0.00	Each
Tables Dock Delivery 49% Inside Delivery 47% Installation 45%	Line 3- Tables	0.00	Each
Bookcases/Storage Dock Delivery 49% Inside Delivery 47% Installation 45%	Line 4- Bookcases/Storage	0.00	Each

CAPITAL CONTRACT SUMMARY SHEET

AGENDA ITEM SUMMARY SHEET

Agenda of: March 24, 2026

Submitted by:
John Paine, Purchasing Agent

Sponsored by:
Spiro Cheriogotis, INACTIVE

Purpose and Scope of Project:
To approve issuance of purchase order to MHC Hino LLC for one 2027 Ramer knuckle boom trash loader on Hino XL7 chassis for Trash Department.

Amount of Contract:
$231,579.40

Funding Source
General fund.

ATTACHMENTS:
1. 20260313 MHC Agenda Package POs

REVIEWERS:
Donald Rose
James Barber

AGENDA ITEM SUMMARY SHEET

Print Page | Reset

Agenda of: 24 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 MHC Hino, LLC

PURPOSE & SCOPE OF PROJECT:

To approve issuance of purchase order to MHC Hino LLC for one 2027 Ramer knuckle boom trash loader on Hino XL7 chassis for Trash Department.

General fund

RESOLUTION ☒ ORDINANCE ☐ OTHER ☐

AMOUNT OF CONTRACT: $231,579.40

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 6003

How many bidders received bid packages (if applicable): 20 + web

How many bidders submitted bids (if applicable): 5

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

_____

_____

R E S O L U T I O N

Sponsored by: Mayor Spiro N. Cheriogotis

BE IT RESOLVED BY THE CITY COUNCIL OF MOBILE, ALABAMA, that the 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
8670	2026	(2050) FLEET MANAGEMENT-GARAGE	2027 RAMER KNUCKLEBOOM TRASH LOADER ON HINO XL7 CHASSIS FOR TRASH DEPARTMENT (SEALED BID 6003)	$231,579.40	(300057) MHC HINO LLC

Adopted:

_____

City Clerk

Bill To	Requisition 00008670-00 FY 2026
MUNICIPAL GARAGE ATTN: SEAN	PO 26006330
770 GAYLE STREET	Acct No:
	1000.40.20.2070.2070.2070.0000.0000.45040.
MOBILE, AL	Review:
36604	Buyer:
SEAN.CLARK@CITYOFMOBILE.ORG	Status: Converted Page 1

Vendor	Ship To
MHC HINO	MOTOR POOL - ATTN: ADAM LYNN
4229 FELLOWSHIP DRIVE	770 GAYLE STREET
	MOBILE, AL 36604
MOBILE, AL 36619	AGEET@CITYOFMOBILE.GOV
Tel#2514324621	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
02/26/26	300057				FLEET MANAGEMENT-GARAGE

LN	Description / Account	Qty	Unit Price	Net Price
001	2027 KNUCKLE BOOM LOADER AS FOLLOWS: RAMER MANUFACTURING-MODEL 3500B SHUTTLE KNUCKLE BOOM TRASH LOADER-INCLUDES:OPEN SEAT MOUNT, JOYSTICK CONTROLS, AIR TOW PACKAGE, CONTINUOUS ROTATING BUCKEY, TANDEM DOUBLE PUMP, PLATED HYDRAULIC TUBES, EXTENDED OUTRIGGERS, LARGER D RINGS, 90K HOLLAND PINTLE, HOT-SHIFT PTO, (2) SUCTION FILTERS & HEADS,LARGE OIL COOLER, PRESSURE FILTER LIGHT & SENSORS, OVER-HEIGHT ALARM & LIGHT, 6x6 AMBER/WHITE LED FLASHERS, PAINT COLORS-WHITE & BLACK. TO INCLUDE THE FOLLOWING: WORK LIGHTS ON BOOM LED WORK LIGHTS IN HEADACHE RACK 2027 HINO XL7 CHASSIS WITH CUMMINS L9 ENGINE AIR TOW PACKAGE AS PER CITY OF MOBILE BID #6003 AND YOUR QUOTE Additional Description Notes --- 2026 KNUCKLE BOOM LOADER AS FOLLOWS: RAMER MANUFACTURING-MODEL 3500B SHUTTLE KNUCKLE BOOM TRASH LOADER-INCLUDES:OPEN SEAT MOUNT, JOYSTICK CONTROLS, AIR TOW PACKAGE, CONTINUOUS ROTATING BUCKEY, TANDEM DOUBLE PUMP, PLATED HYDRAULIC TUBES, EXTENDED OUTRIGGERS, LARGER D RINGS, 90K HOLLAND PINTLE, HOT-SHIFT PTO, (2)	1.00 EACH	231579.40000	231579.40

Bill To	Requisition 00008670-00 FY 2026
MUNICIPAL GARAGE ATTN: SEAN	PO 26006330
770 GAYLE STREET	Acct No:
	1000.40.20.2070.2070.2070.0000.0000.45040.
MOBILE, AL	Review:
36604	Buyer:
SEAN.CLARK@CITYOFMOBILE.ORG	Status: Converted Page 2

Vendor	Ship To
MHC HINO	MOTOR POOL - ATTN: ADAM LYNN
4229 FELLOWSHIP DRIVE	770 GAYLE STREET
	MOBILE, AL 36604
MOBILE, AL 36619	AGEET@CITYOFMOBILE.GOV
Tel#2514324621	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
02/26/26	300057				FLEET MANAGEMENT-GARAGE

LN	Description / Account	Qty	Unit Price	Net Price
	SUCTION FILTERS & HEADS,LARGE OIL COOLER, PRESSURE FILTER LIGHT & SENSORS, OVER-HEIGHT ALARM & LIGHT, 6x6 AMBER/WHITE LED FLASHERS, PAINT COLORS-WHITE & BLACK.			
	TO INCLUDE THE FOLLOWING:			
	WORK LIGHTS ON BOOM			
	LED WORK LIGHTS IN HEADACHE RACK			
	FREIGHT			
	5 YEAR BODY WARRANTY			
	2025 FREIGHTLINER M2-106 CHASSIS			
	5 YEAR CHASSIS WARRANTY			
	5YEAR/250,000 MILE ENGINE WARRANTY			
	5 YEAR AFTER-TREATMENT DEVICES WARRANTY			
	AS REQUESTED BY 2090-TRASH			
1	1000.40.20.2070.2070.2070.0000.0000.45040.			231579.40

Bill To	Requisition 00008670-00 FY 2026
MUNICIPAL GARAGE ATTN: SEAN	PO 26006330
770 GAYLE STREET	Acct No:
	1000.40.20.2070.2070.2070.0000.0000.45040.
MOBILE, AL	Review:
36604	Buyer:
SEAN.CLARK@CITYOFMOBILE.ORG	Status: Converted Page 3

Vendor	Ship To
MHC HINO	MOTOR POOL - ATTN: ADAM LYNN
4229 FELLOWSHIP DRIVE	770 GAYLE STREET
	MOBILE, AL 36604
MOBILE, AL 36619	AGEET@CITYOFMOBILE.GOV
Tel#2514324621	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
02/26/26	300057				FLEET MANAGEMENT-GARAGE

LN	Description / Account	Qty	Unit Price	Net Price

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

Deliver To
MUNICIPAL GARAGE ATTN: SEAN
770 GAYLE STREET
MOBILE, AL 36604

Requisition Link

Requisition Total 231579.40

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

Account	Amount	Remaining Budget
1000.40.20.2070.2070.2070.0000.0000.45040.	231579.40	2713955.13
PUBLIC SERVICES ADMINISTRATION FLEET VEHICLES		

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

Activity	Date	Clerk	Comment
Approved	02/27/26	MATTHEW ANDERSON	
Approved	02/27/26	SHONNDA SMITH	Auto approved by: 910516584
Approved	02/27/26	CHERI BOUCHER	Auto approved by: 910516584
Approved	02/27/26	MATTHEW ANDERSON	
Approved	02/27/26	SHONNDA SMITH	Auto approved by: 910516584
Approved	02/27/26	CHERI BOUCHER	Auto approved by: 910516584
Approved	03/12/26	DONALD ROSE	Auto approved by: 9105paij

Bill To	Requisition 00008670-00 FY 2026
MUNICIPAL GARAGE ATTN: SEAN	PO 26006330
770 GAYLE STREET	Acct No:
	1000.40.20.2070.2070.2070.0000.0000.45040.
MOBILE, AL	Review:
36604	Buyer:
SEAN.CLARK@CITYOFMOBILE.ORG	Status: Converted Page 4

Vendor	Ship To
MHC HINO	MOTOR POOL - ATTN: ADAM LYNN
4229 FELLOWSHIP DRIVE	770 GAYLE STREET
	MOBILE, AL 36604
MOBILE, AL 36619	AGEET@CITYOFMOBILE.GOV
Tel#2514324621	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
02/26/26	300057				FLEET MANAGEMENT-GARAGE

LN	Description / Account			Qty	Unit Price	Net Price
	Approved	03/12/26	SANDRA LEWIS		Auto approved by: 9105paij	
	Approved	03/12/26	STEVEN KRONINGER		Auto approved by: 9105paij	
	Approved	03/12/26	SAMANTHA COOLEY		Auto approved by: 9105paij	
	Approved	03/12/26	JAMES NEESE		Auto approved by: 9105paij	
	Approved	03/12/26	PATRICIA KENNEDY-JONES		Auto approved by: 9105paij	
	Approved	03/12/26	REBECCA CRUMPLER		Auto approved by: 9105paij	
	Approved	03/12/26	ANNE FOLEY		Auto approved by: 9105paij	
	Approved	03/12/26	JOHN PAINE			

Authorized By: _____ Date: _____
Signature

BID TABULATION FOR BID #6003
CAB & CHASSIS KNUCKLE BOOM TRASH LOADER, HYDRAULIC WET LINE KIT AND TRAILER PACKAGE

VENDOR	MHC HINO	SANSOM	EMPIRE	WARD INTERNATIONAL	PERFORMANCE PETERBILT
TRUCK	Hino XL7 Cummins L9	Freightliner M2-106 Cummins ISB	Freightliner M2-106 Cummins	International MV6075BA Cummins B6.7	Peterbilt 537 Cummins PX7
LOADER	Ramer 3500B	Ramer 3500B	Petersen RL3	Petersen RL3	Petersen RL3
DELIVERY	260 Days	120-150 Days	120 Days	Chassis, November Loader, 150 Days after Receipt of Chassis	150 Days
	$231,579.40	$234,869.00	$239, 350.00	$239,987.00	$257,200.00

SEALED BID

Do Not Return Via Email or Fax

Mailing Address:
P. O. Box 1948
Mobile, Alabama 36633
(251) 208-7434

CITY OF MOBILE

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

BID SHEET

This is Not an Order

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

Typed by: lw Buyer: 002

Please quote the lowest price at which you will furnish the articles listed below

DATE	BID NO.	DEPARTMENT	Commodities to be deliverd F.O.B. Mobile to:
09/16/2025	6003	Motor Pool	As Specified

This bid must be received and stamped by the Purchasing office not later than: 12:01 PM, Friday, September 26, 2025

QUANTITY	ARTICLES	UNIT	UNIT PRICE Dollars	UNIT PRICE Cents	EXTENSION Dollars	EXTENSION Cents
	Bid on this form ONLY. Make no changes on this form. Attach any additional information required to this form.					
Appx 4-10	**CAB AND CHASSIS KNUCKLE BOOM TRASH LOADER, HYDRAULIC WET LINE KIT AND TRAILER PACKAGE**					

Current model Cab and Chassis to be provided with Knuckle Boom Trash Loader, Hydraulic Wet Line Kit and Trailer Towing package as per the following and attached specifications.

Chassis
Year _____ Make _____

Model _____

Engine _____

Loader
Knuckle Boom Loader _____

Hydraulic Kit _____

Trailer Package _____

Provide literature and specifications on products bid.

Upon award, the City will purchase a minimum of four (4) Cab and Chassis with Knuckle Boom Loader, Hydraulic Wet Line Kits and Trailer Towing Packages.

Include cost of delivery and title in the price of the vehicle. Pricing to be FOB Mobile.

NOTE:
City of Mobile will not accept any bid with a PAC-MAC brand loader quoted. All other brands will be considered.

		TOTAL		

RETURN ONE SIGNED COPY OF THIS BID IN ENCLOSED ENVELOPE

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

Phone Number _____

Email Address _____

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

Firm Name _____

Signature _____

Type or Print Name _____

1. All quotations must be signed with the firm name and by an authorized officer or employee.

2. Verify your bid before submission as it cannot be changed or corrected after being opened. In case of error in extension of prices, the unit price will govern.

3. If you do not bid, return this sheet and state reason. Otherwise, your name may be removed from our mailing list.

4. The right is reserved to reject any, or all quotations, or any portions thereof, and to waive technicalities if deemed to be in the interest of the City of Mobile.

5. This bid shall not be reassignable except by written approval of the Purchasing Agent of the City of Mobile.

6. State brand and model number of each item. All items bid must be new and latest model unless otherwise specified.

7. If bid results are desired, enclose a self-addressed and stamped envelope with your bid. (All or None bids only)

8. Do not include Federal Excise Tax as an exemption certificate will be issued in lieu of same. The City is exempt from the State of Alabama and City sales taxes.

9. PRICES ARE TO BE FIRM AND F.O.B. DESTINATION UNLESS OTHERWISE REQUESTED.

10. BID WILL BE AWARDED ON ALL OR NONE BASIS UNLESS OTHERWISE STATED.

11. Bids received after specified time will be returned un-opened.

12. Failure to observe stated instructions and conditions will constitute grounds for rejection of your bid.

13. Furnish literature, specifications, drawings, photographs, etc., as applicable with the items bid.

14. Vendor may be required to obtain City of Mobile Business License as applicable to City of Mobile Municipal Code Section 34-50. For Business License inquiry, contact the Revenue Department at (251) 208-7462 or cityofmobile.org/business-license-overview/

15. **IF** a bid bond is required in the published specifications, see below:
    Each bid shall be accompanied by a **Cashier's Check, Certified Check, Bank Draft** or **Bid Bond** for the sum of five (5) Percent of the amount bid, made payable to the City of Mobile and certified by a reputable banking institution. All checks shall be returned promptly, except the check of the successful bidder, which shall be returned after fulfilling the bid.

16. Contracts in excess of $50,000 require that the successful bidder make every possible effort to have at least fifteen (15) percent of the total value of the contract performed by socially and economically disadvantaged individuals.

17. All bids/bid envelopes must have the bid number noted on the front. Bids that arrive unmarked and are opened in error shall be returned to vendor as an unacceptable bid.

18. If successful vendor's principal place of business is out-of-state, vendor may be required to have a Certificate of Authority to do business in the State of Alabama from the Alabama Secretary of State prior to issuance of a Purchase Order. Vendors are solely responsible for consulting with the Secretary of State to determine whether a Certificate is required. See www.sos.alabama.gov/BusinessServices/ForeignCorps.aspx . Please note that the time between application for and issuance of a Certificate of Authority may be several weeks.

19. Vendors do not need a City of Mobile Business License or Certificate of Authority from the Alabama Secretary of State to submit a bid, but may need to obtain the Business License and Certificate of Authority if applicable, prior to issuance of a Purchase Order.

20. Bids and addendums are posted at www.cityofmobile.org/services/business/bids/. It is the responsibility of the vendor to check the City's bid page for updates and addendums.

21. Vendors must be able to provide the following upon request. Federal W-9 form, proof of registration in the E-Verify program, and Certificate of Authority to do business in Alabama/Registration with the Alabama Secretary of State within 24 hours of request.

22. City of Mobile applies local vendor preference to all purchases: Code of Aabama, 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

QUANTITY	ARTICLES — Bid on this form ONLY. Make no changes on this form. Additional information to be submitted on separate sheet and attached hereto.	UNIT	UNIT PRICE Dollars	UNIT PRICE Cents	EXTENSION Dollars	EXTENSION Cents
	Page 2 of 2					

Delivery may be a consideration in the award of this bid.

City of Mobile Business License will be required.

All vendors will be required to provide verification of Enrollment in the E-Verify program. Additional informationmay 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 the award of this bid.

State of Alabama Local Vendor Preference Law 41-16-50 (a) and (d) will apply to this purchase.

Any manufacturer name given is to set a level of quality of specification of what the City wants.

Vendor shall provide onsite training in use and care of the loaders—approximately 4 hours for operators and 4 hours for the mechanics at a minimum.

Pricing to be firm for a three (3) month period following the award of this bid.

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.

If you have any questions, please feel free to contact the Purchasing Department at purchasing@cityofmobile.org.

TO BE AWARDED ALL OR NONE

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.

CITY OF MOBILE, ALABAMA
BID #6003 SPECIFICATIONS

SHUTTLE SYSTEM KNUCKLE BOOM LOADER AND TRUCK CHASSIS

INTENT:

This specification describes a hydraulically operated knuckleboom brush and limb loader and chassis with the following minimum specifications necessary to perform the work assigned. The loader shall be capable of collecting brush, limbs, and other curbside debris and then loading the material into a receiving collection body by means of hydraulically lifting the material by a boom / grapple arrangement.

GENERAL TERMS:

All equipment furnished under this contract shall be new, unused and the same as the manufacturer's current production model. Accessories not specifically mentioned herein, but necessary to furnish complete unit ready for use, shall also be included. Unit shall conform to the best practice known to the body trade in design, quality of material and workmanship. Assemblies, sub-assemblies and component parts shall be standard and interchangeable throughout the entire quantity of units as specified in this invitation to bid. The unit must be manufactured in an ISO 9000:2000 certified facility.

WARRANTY:

Five (5) Year Loader Warranty
Five (5) Year Chassis Warranty
Five (5) Year/250,000 Mile Engine & Aftertreatment Warranty

The vendor is responsible for getting the unit to the repair dealer for warranty service while the cab chassis or body are under warranty.

TRAINING:

Vendor to provide 8-10 hours at the factory training on use and maintenance of the loader. Dealer training is not acceptable. City will travel to factory location at City's expense.

PARTS MANUAL:

Bidder shall furnish a complete parts, maintenance, and operator's manual with each body sold.

COMPLIANCE:

Bidder shall complete every space in the specification bidder's proposal column with a check mark to indicate if the item being bid is exactly as specified. If not, the "NO" column must be checked and a detailed description of the deviation from the specification to be supplied. Bidder shall provide, with his bid package, complete body and complete chassis specification. Failure to provide these required specifications or misrepresentation of the bidder's compliance to the bid specifications will cause the bid to be deemed "non-responsive".

	YES	NO
I. LOADER		
Unit to be manufactured in an ISO 9000:2000 certified facility	☐	☐
BOOM		
Total boom length to be 20'. Boom may be extendable to 20 feet.	☐	☐
Minimum lift capacity to be 3,000 lbs. @ 18', including grapple.	☐	☐
Boom pedestal to be constructed of high strength steel providing a 3:1 safety factor.	☐	☐
All hydraulic hoses located at the operator position (boom pedestal) must be enclosed in the pedestal base. Access provided by an easily removable steel cover.	☐	☐
Boom pivot shall be mounted to the pedestal by means of a slewing ring/bearing that has a minimum capacity of 513,000 lbs. static load and 186,000 ft-lbs. moment.	☐	☐
Slewing ring shall be 3 ½" thick and have an O.D. of 25 ¾".	☐	☐
Boom pivot shall be constructed with a 9" O.D. safety retaining tube. The boom pivot safety retaining tube shall be a minimum of 12" long and confine all hoses that pass through the pedestal/boom pivot assembly.	☐	☐
Boom rotation of 320 degrees minimum with mechanical stops for safety.	☐	☐
Stops between 320 degrees and 350 degrees.		
Boom must be able to service both sides of street in same pass.	☐	☐
Boom rotation shall be accomplished by a direct hydraulic swing drive through a slewing (bearing) ring and planetary gear box producing 250,000 in-lbs. torque.	☐	☐
Entire boom assembly shall be designed with a tensile strength to provide a safety factor of 3:1 at the rated load capacity.	☐	☐
Main boom shall be constructed of (2) 4" x 8" high strength steel tube.	☐	☐
Tip boom shall be constructed from a 5" x 7" high strength steel tube.	☐	☐
Main boom shall be equipped with mechanical stops to prohibit hydraulic cylinders from bottoming out.	☐	☐
Boom pedestal to be mounted directly to the chassis frame rails. Mounting must include inside frame rail supports at the mounting points.	☐	☐
The entire boom must be serviceable down to the component level (e.g., every hydraulic hose, fluid tubes, bracket, pint, etc.) Having to replace subassemblies in order to repair a component will not be acceptable.	☐	☐
All boom connections requiring pins shall be equipped with replaceable bushings and heat-treated pins.	☐	☐
Boom must rack behind cab, no rear racking of boom. Boom rack must have a cutaway for the boom will rest in while traveling.	☐	☐
Must have solid tread plated catwalk on open area of unit between cab and pedestal covering the frame preventing any debris from falling and lodging on the drive shaft or any components between the frame rails. Catwalk shall be solid—no open grating allowed.	☐	☐
All hydraulics must be inside pedestal tower.	☐	☐
All moving or swiveling points shall be greaseable and have grease fittings that are easily accessible.	☐	☐
All grease points that are not easy to access shall have grease lines run to allow easy accessibility.	☐	☐

	YES	NO
All moving parts of grapple bucket and grapple swivel shall be greaseable and have grease fittings.	☐	☐
An over height boom alarm shall be installed	☐	☐
OPERATOR'S STATION		
All operating functions shall be controlled from the operator station mounted on the left-hand side of the boom. The operator station must rotate with the boom assembly and have a cushioned operator seat with armrest and seat belt.	☐	☐
	☐	☐
A step made of slip resistant material is required for ease of access to the operator's position.	☐	☐
Steps shall be provided for operator access when the boom stowed in the forward rack and rear the boom is stowed in trailer. Steps must have diamond skid on top of outrigger for first step.	☐	☐
Operator controls shall be joystick type. All controls shall be clearly identified as to function.	☐	☐
All controls must be forward of the center line of the operator's bottom seat side to side. All controls shall be in front of the Operator. No controls are to be behind the centerline of the bottom of the operator's seat	☐	☐
No controls on side of seat.	☐	☐
TRASH GRAPPLE		
Bucket shall have a 360-degree continuous rotating grapple with a replaceable hydraulic swivel. Swivel shall not be welded to or be an integral part of the grapple.	☐	☐
Bucket is to be opened and closed by two (2) hydraulic cylinders with a closing force/" bite" of 3,600 lbs.	☐	☐
Bucket is to be 4' long and capable of opening to 60" between cutting edges.	☐	☐
Bucket shall be fabricated with a bolt on replaceable H.S.H.C. steel cutting edge.	☐	☐
Provision shall be made to store the grapple to the front of the pedestal base while the unit is being transported.	☐	☐
HYDRAULICS		
Two stage tandem pump allows for multiple function control of the loader.	☐	☐
Reservoir shall be a minimum of 45 gallons. It shall have a dual level/oil temperature gauge on side of tank. An in-tank suction strainer is included.	☐	☐
Filter shall be a 10-micron, return line replaceable filter mounted on outside of reservoir.	☐	☐
Pressure filter to be installed in hydraulic system after pump and prior to any other hydraulic components. Pressure filter to be equipped with a condition sensor and dash mounted light. Light will remain on when filter element needs servicing.	☐	☐

	YES	NO
Quarter turn Cut-off valves shall be provided for return and suction lines for the hydraulic tank, as well as either side of the filter assemblies. There shall be "D" shaped handles accessible from the side of the vehicle. Operator shall not have to crawl under vehicle to close hydraulic valves.	☐	☐
There shall be a filter on the return line from the wet line return line from the trailer to the hydraulic tank. There shall be a quarter turn valve with remote "D" handle between the filter and the hydraulic tank. Operator shall not have to crawl under vehicle to close hydraulic valves.	☐	☐
EXTERNAL HYDRAULIC OIL COOLER FOR LOADER There shall be an external fan forced air hydraulic oil cooler of loader's Hydraulic oil. Fan shall be thermostatically controlled. There shall be quarter turn valve either side of the external cooler with remote access from the side of the truck with "D" handles.	☐	☐
There shall be a filter mounted between the hydraulic tank outlet and the hydraulic pump. There shall be a quarter turn valve with "D" handle controls. Employee should not have to crawl under truck to close valve.	☐	☐
Main boom, tip boom and outrigger hydraulic cylinders shall contain pilot operated check valves as an integral part of each cylinder to prevent boom movement in the event of hydraulic hose failure. Bolt on pilot operated check valves will not be permissible.	☐	☐
Two operator-controlled valves located at the operator station will allow for travel (floating) of the boom in the trailer. These valves allow the main boom and swing functions "free float". These valves must incorporate safety latches. They are to be mounted in front of operator for easy access.	☐	☐
There shall be no over height boom alarm that goes off on loader when boom is raised over height provided.	☐	☐
All hoses shall be rated at 4,000 PSI working pressure.	☐	☐
Port tubing throughout the boom shall be zinc plated.	☐	☐
Control valves shall have a 20 GPM rating	☐	☐
POWER SOURCE		
Unit to be mounted on any chassis that meets the manufacturers recommended specification with a heavy-duty (hot shift) PTO and a heavy duty bi-rotational tandem hydraulic pump.	☐	☐
THROTTLE CONTROL		
Unit to have an electrically operated throttle control to maintain proper engine speed when loader is operated under load. Switch for throttle control to be mounted on operator's platform for operator's convenience.	☐	☐
Throttle speed-up shall operate only when the transmission in the neutral position.	☐	☐
OUTRIGGERS		
Outrigger controls up/down levers must be side by side; in/out must be side by side. The up/down levers shall be to the front of the operator.	☐	☐
Outriggers shall be extendable to a distance that will resist loads of 85% of the tipping moment under maximum rated load.	☐	☐
The outriggers are to be equipped with steel wear pads to cause minimum damage to contacted surface.	☐	☐

	YES	NO
Outriggers shall telescope horizontally in and out, and vertically up and down and operate independently by means of individual mechanical linkage controls. Controls can be located separate from the main boom controls but located in front of operator or located in the joysticks.	☐	☐
Outrigger cylinders for stabilizing loader shall be mounted inside telescoping legs.	☐	☐
Outriggers shall retract to within the maximum highway width and will extend to a maximum width to resist the design load moment.	☐	☐
Outrigger cylinders shall contain holding valves on extend and retract functions to prevent outrigger leak down.	☐	☐
Outriggers must have grease fittings on all 4 sides of each moving section.	☐	☐

LIGHTS AND REFLECTORS

Lights and reflectors shall conform to current state and federal standards.	☐	☐
There shall be single faced amble/yellow LED strobe lights facing forward and rear ward built into the Headache rack, Two facing Forward and 2 facing Rearward. Light size shall be no less than 6"x6". The headache rack LED enclosure shall be no smaller than 8"x8" inside dimensions. The enclosure shall be built of 3/8" bar metal. The enclosures shall be built into the upper left and right corners of the headache rack.	☐	☐
The LED strobe lights shall be rated Class 1.	☐	☐
Round LED, Halogen, Strobe, Rotating, or incandescent lights are not acceptable.		

PAINT

Unit shall receive one (1) coat of high-grade primer and (2) coats of high-grade enamel paint.	☐	☐
Color: White Loader/ Black platform, cylinders, grapple & outrigger	☐	☐

TOW PACKAGE

Wet line kit to include transmission mount PTO, hydraulic pump, hydraulic oil tank, hydraulic return filter on lines from the trailer and another filter between the tank and the pump inlet, hydraulic relief valves, operator controls, electrical junction box, trailer connections, safety chain, and two (2) D-rings.	☐	☐
PTO on/off switch must be accessible from standing outside of truck.	☐	☐
Pintle Hitch to be SAF-Holland mode/part #PH-210RD11. NO SUBSTITUTE. Hitch shall be mounted in such a way that the center point of hitch is 37 inches from the ground. Hitch mounting shall be able to handle 90,000 pounds.	☐	☐
Vendor to supply pictures of proposed wet line kit if requested.	☐	☐

	YES	NO
Trailer connections shall include connections for lighting, air brakes, and hydraulic connections for dumping trailer and operating the landing gear.	☐	☐
Tow package must be approved before manufactured and installed.	☐	☐
PINTLE HITCH TRAILER CONNECTION		
The loader shall have a Pintle hitch connection rated no less than 90,000 pounds for shuttle trailer attachment. (To include d-ring safety chain hooks & 6-pin trailer plug.) Pintle hitch must be Holland brand part number PH-210RN11, no substitute.	☐	☐
Air brake gladhand connections for air brakes will be mounted.	☐	☐
Hydraulic "quick connect/disconnect" fittings shall be provided at the rear of the unit for hookup to the trailer dump system, and hydraulic jack stand. Controls for this function shall be located at the rear of the loader.	☐	☐
Provisions to be made for selector to provide pressure when trailer is connected	☐	☐
Diverter valve for PTO must be mounted at rear of truck for ease of access.	☐	☐
II. CHASSIS		
GENERAL		
2025 or newer/unused Conventional Chassis	☐	☐
33,000 lb. GVWR	☐	☐
FRAME & WHEELBASE		
175" Wheelbase, 107.6" CA, 120" AF	☐	☐
Single piece white painted bumper	☐	☐
RH frame mounted front tow hook	☐	☐
Single frame, 120,000 PSI, 1,933,200 RBM/rail	☐	☐
Integrated battery box in drivers sidestep	☐	☐
ENGINE		
Diesel Minimum 8 Liter, 260 HP, 660 Ft/Lbs. Torque with Turbo charge Cummins, Duramax, or Detroit engine brands only.	☐	☐
130AMP Alternator	☐	☐
Power steering pump	☐	☐
Gear driven engine air compressor	☐	☐
Bendix AD-IS Air dryer	☐	☐
Intake air warmer – glow plugs	☐	☐
Donaldson intake air filter and service indicator	☐	☐
Engine block heater with insulated breather hose and EGR valve	☐	☐
Stacked DPF & SCR underneath cab RH horizontal tailpipe	☐	☐
Engine exhaust brake	☐	☐

	YES	NO
Heated DEF tank: 5 Gallons frame mounted forward of passenger steps	☐	☐
TRANSMISSION		
Allison 3000 RDS Automatic transmission with PTO provisions	☐	☐
Push button electronic shift selector – dash mounted	☐	☐
Synthetic transmission fluid	☐	☐
Transmission oil cooler	☐	☐
DRIVELINE		
Dana Spicer SPL 140HD main driveline with ½ round yokes (or equal)	☐	☐
FRONT AXLE & SUSPENSION		
12,000 lb. Front axle	☐	☐
Synthetic front axle lube	☐	☐
12,000lb Taper leaf front suspension	☐	☐
Front shock absorbers	☐	☐
REAR AXLE & SUSPENSION		
Meritor RS23-160 23,000 lb. Single rear axle (or equal)	☐	☐
Conventional rear differential gear lubricant	☐	☐
5.38 Rear axle Ratio	☐	☐
23,000 lb. Multi Leaf steel spring suspension	☐	☐
BRAKES		
Wabco 4s/4m ABS without traction control	☐	☐
Air brake service brake system	☐	☐
15.0" x 4" Front brakes	☐	☐
Front slack adjusters	☐	☐
16.5" x 7" Rear brakes	☐	☐
Rear slack adjusters	☐	☐
Parking & emergency brake	☐	☐
Dual 9-gallon steel air tanks – petcock valve on all tanks	☐	☐
ELECTRICAL		
Two (2) Group 31 600CCA Batteries (total 1200CCA)	☐	☐
Cruise control	☐	☐
Halogen headlights	☐	☐
There shall be a continuous duty solenoid or relay keyed to the ignition switch to control the 12-volt power to the Operator's position. When ignition is off, there shall be no power to the Operator's Station.	☐	☐
FUEL SYSTEM		
50 Gallon Aluminum Fuel tank – Driver side	☐	☐

	YES	NO
Fuel water separator with electric pre-heater	☐	☐
WHEELS & TIRES		
11R22.5 14 Ply Front & Rear Tires	☐	☐
22.5x8.25 White powder coated steel wheels – front & rear	☐	☐
ADDITIONAL FEATURES		
Fender mounted mirrors, electric remote	☐	☐
Air Ride Driver's seat		
Bench passenger seat		
Power Windows		
Tilt Steering		
Air horn		
Trailer towing package – per City of Mobile trailer requirements	☐	☐
Paint: white	☐	☐
Exhaust system must be under truck between frame rails, not exposed and protected by metal cage so not damaged by boom operation. No component of exhaust system shall be mounted so as to catch or contact trash or debris.	☐	☐
Vertical exhaust stack is not acceptable.	☐	☐

OPTIONS

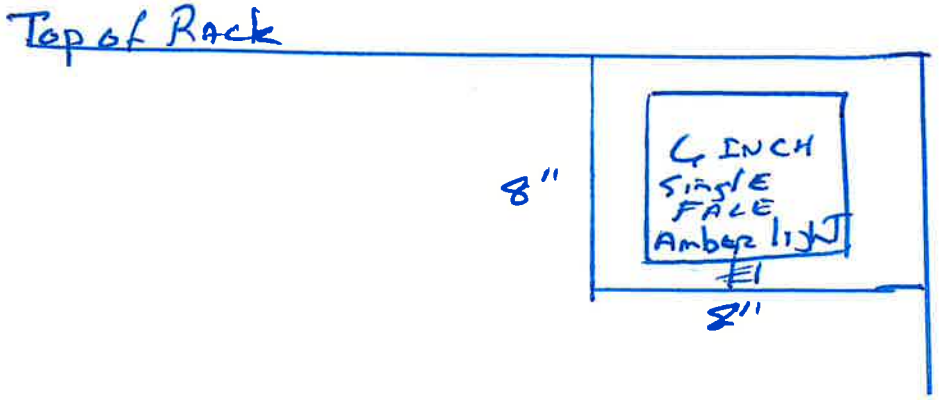
Work lights mounted on boom to illuminate work area and grapple operation. They shall be of LED type and protected from contact with debris. $_____

LED work lights built into the headache facing rearward. $_____

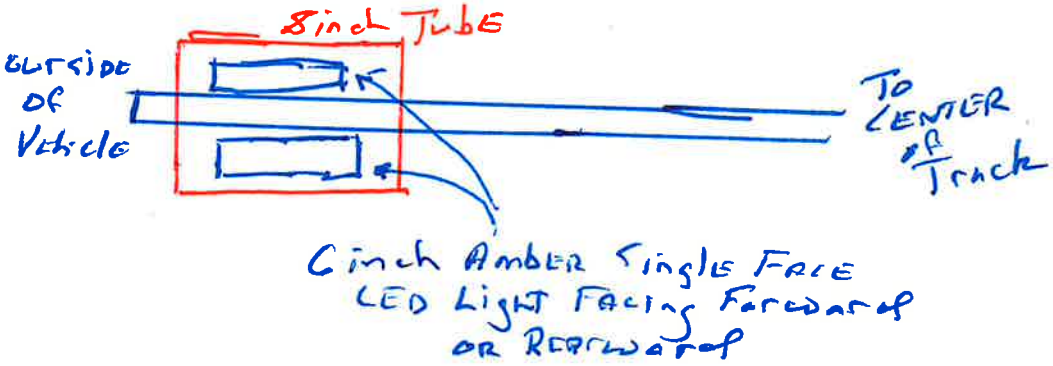
Loader LED Warning Lights in Headache Rack.

NOT To Scale

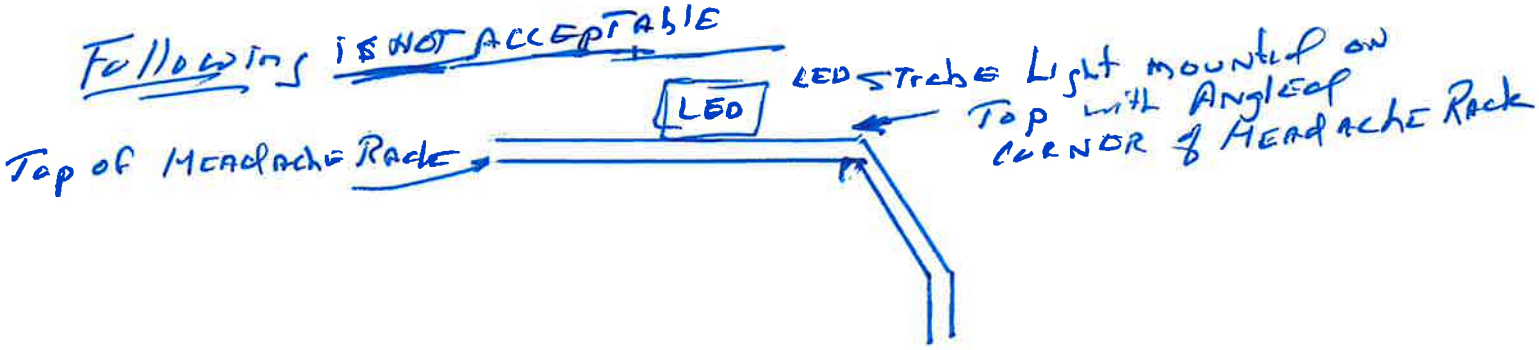
Front / Rear View



Top View of Rack



Following is NOT ACCEPTABLE



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 24, 2026

Submitted by:
John Paine, Purchasing Agent

Sponsored by:
Spiro Cheriogotis, Mayor
CJ Small, Councilmember

Purpose and Scope of Project:
To approve issuance of purchase order to Southern Earth Sciences, Inc for test boring geotechnical services for Dauphin Island Parkway Community Center.

Amount of Contract:
$16,651.00

Funding Source
Capital - Design & Engineer for a DIP Community Center.

ATTACHMENTS:
1. 20260319 Southern Agenda Package POs

REVIEWERS:
Donald Rose
James Barber

AGENDA ITEM SUMMARY SHEET

Print Page | Reset

Agenda of: 24 March 2026 (Date) Item No. _____

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

Sponsored by: William S. Stimpson (Name) Mayor (Title)

Reviewed by: _____ (Executive Director)

Routing Authorized: James Barber (Mayor's Office) _____ (Date)

A brief synopsis and explanation of the following:

PROJECT NAME: Approval of Purchase Order to Southern Earth Sciences, Inc

PURPOSE & SCOPE OF PROJECT:

To approve issuance of purchase order to Southern Earth Sciences, Inc for test boring geotechnical services for Dauphin Island Parkway Community Center.
Capital - Design & Engineer for a DIP Community Center.

RESOLUTION ☒ ORDINANCE ☐ OTHER ☐

AMOUNT OF CONTRACT: $16,651.00

FUNDING SOURCE:

Budget Item: See Requisition Discretionary Funds: _____

Budget amendment: REDUCE ☐ INCREASED ☐

Grant funds: _____ Matching funds: _____

Associated Costs:

Current year (itemize)
Type: _____ Amount: _____

Future years
Year: _____ Amount: _____

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

Effective date of contract: On issuance to vendor.

Renewal date of contract (if applicable): _____

If not bid, state reason: Price below bid requirement; Professional service.

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

How many bidders submitted bids (if applicable): na

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

_____

_____

R E S O L U T I O N

Sponsored by: Mayor William S. Stimpson

BE IT RESOLVED BY THE CITY COUNCIL OF MOBILE, ALABAMA, that the Purchasing Agent is authorized to execute, for and on behalf of the City of Mobile, 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
9665	2024	(3030) REAL ESTATE ASSET MANAGEMENT	TEST BORING GEOTECHNICAL SERVICES FOR DAUPHIN ISLAND PARKWAY COMMUNITY CENTER (PRICE BELOW BID REQUIREMENT, PROFESSIONAL SERVICES)	$16,651.00	(195545) SOUTHERN EARTH SCIENCES INC

Adopted:

_____

City Clerk

Bill To	Requisition 00009665-00 FY 2026
ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Acct No: 2000.80.00.0000.0000.0000.0000.0000.42200. Review: Buyer: Status: Released Page 1

Vendor	Ship To
SOUTHERN EARTH SCIENCES INC 6352 PICCADILLY SQUARE DR MOBILE, AL 36609 Tel#251-445-4356 Fax 251-443-9000	REAL ESTATE ASSET MANAGEMENT 205 GOVERNMENT STREET 5TH FLR S TOWER ROOM 547 MOBILE, AL 36644 Deliver To REAL ESTATE ASSET MANAGEMENT 205 GOVERNMENT STREET 5TH FLR S TOWER ROOM 547 MOBILE, AL 36644

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
03/19/26	195545				REAL ESTATE ASSET MANAGEMEN

LN	Description / Account	Qty	Unit Price	Net Price
001	THE PROPOSED SCOPE OF WORK FOR GEOTECHNICAL SERVICES CONSISTS OF FIVE (5) SOIL TEST BORINGS/CONE PENETROMETER TEST SOUNDINGS WITHIN THE PROPOSED GYMNASIUM BUILDING AND SENIOR CENTER EXPANSION AND SEVEN (7) SOIL BORINGS WITH THE PROPOSED PARKING AND DRIVE AREAS. SOIL BORINGS/CPT SOUNDINGS WITHIN THE PROPOSED AND EXISTING BUILDING AREAS ARE PLANNED TO EXTEND TO DEPTHS RANGING FROM APPROXIMATELY 30 TO 80 FEET BELOW EXISTING GRADE. SOIL BORINGS WITHIN PROPOSED PAVEMENT AREAS ARE PLANNED TO EXTEND APPROXIMATELY 4 TO 6 FEET BELOW EXISTING GRADE.	1.00 EACH	16651.00000	16651.00
1	2000.80.00.0000.0000.0000.0000.0000.42200. E C0855 .PROFTECHNC. .			16651.00

Ship To
REAL ESTATE ASSET MANAGEMENT
205 GOVERNMENT STREET
5TH FLR S TOWER ROOM 547
MOBILE, AL 36644

Deliver To
REAL ESTATE ASSET MANAGEMENT
205 GOVERNMENT STREET

Bill To	Requisition 00009665-00 FY 2026
ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Acct No: 2000.80.00.0000.0000.0000.0000.0000.42200. Review: Buyer: Status: Released Page 2

Vendor	Ship To
SOUTHERN EARTH SCIENCES INC 6352 PICCADILLY SQUARE DR MOBILE, AL 36609 Tel#251-445-4356 Fax 251-443-9000	REAL ESTATE ASSET MANAGEMENT 205 GOVERNMENT STREET 5TH FLR S TOWER ROOM 547 MOBILE, AL 36644
	Deliver To REAL ESTATE ASSET MANAGEMENT 205 GOVERNMENT STREET 5TH FLR S TOWER ROOM 547 MOBILE, AL 36644

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
03/19/26	195545				REAL ESTATE ASSET MANAGEMEN

LN	Description / Account	Qty	Unit Price	Net Price
	5TH FLR S TOWER ROOM 547 MOBILE, AL 36644			

Requisition Link

Requisition Total 16651.00

***** Project Ledger Summary Section *****

Account	Amount	Remaining Budget
E C0855 .PROFTECHNC. .	16651.00	3116730.37

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

Account	Amount	Remaining Budget
2000.80.00.0000.0000.0000.0000.0000.42200.	16651.00	3970631.51

CAPITAL IMPROVEMENTS FUND EXP PROFESSIONAL & TECHNICAL

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

Activity	Date	Clerk	Comment
Approved	03/18/26	CARLEEN STOUT	approved!
Approved	03/18/26	CHAD HOLM	Auto approved by: 910518486
Approved	03/19/26	BRENDA RHODES	
Approved	03/19/26	TIFFANY HOLLINS	Auto approved by: 910511034
Rejected	03/19/26	JOHN PAINE	where is the contact asking fo
Queued	03/19/26	CARLEEN STOUT	where is the contact asking fo
Queued	03/19/26	CHAD HOLM	where is the contact asking fo
Pending		BRENDA RHODES	where is the contact asking fo
Pending		TIFFANY HOLLINS	where is the contact asking fo
Pending		DONALD ROSE	where is the contact asking fo
Pending		SANDRA LEWIS	where is the contact asking fo
Pending		STEVEN KRONINGER	where is the contact asking fo
Pending		SAMANTHA COOLEY	where is the contact asking fo

Bill To	Requisition 00009665-00 FY 2026
ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Acct No: 2000.80.00.0000.0000.0000.0000.0000.42200. Review: Buyer: Status: Released Page 3

Vendor
SOUTHERN EARTH SCIENCES INC
6352 PICCADILLY SQUARE DR

MOBILE, AL 36609

Tel#251-445-4356
Fax 251-443-9000

Ship To
REAL ESTATE ASSET MANAGEMENT
205 GOVERNMENT STREET
5TH FLR S TOWER ROOM 547
MOBILE, AL 36644

Deliver To
REAL ESTATE ASSET MANAGEMENT
205 GOVERNMENT STREET
5TH FLR S TOWER ROOM 547
MOBILE, AL 36644

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
03/19/26	195545				REAL ESTATE ASSET MANAGEMEN

LN	Description / Account		Qty	Unit Price	Net Price
	Pending	JAMES NEESE		where is the contact asking fo	
	Pending	PATRICIA KENNEDY-JONES		where is the contact asking fo	
	Pending	REBECCA CRUMPLER		where is the contact asking fo	
	Pending	ANNE FOLEY		where is the contact asking fo	
	Pending	JOHN PAINE		where is the contact asking fo	

Authorized By: _____ Date: _____
Signature

CAPITAL CONTRACT SUMMARY SHEET

AGENDA ITEM SUMMARY SHEET

Agenda of: March 24, 2026

Submitted by:
John Paine, Purchasing Agent

Sponsored by:
Spiro Cheriogotis, INACTIVE

Purpose and Scope of Project:
To approve issuance of purchase order to Sunbelt Fire, Inc for 22 fire bunker coats and boots, 25 fire bunker pants, and 25 fire helmets for MFRD.

Amount of Contract:
$118,170.00

Funding Source
General fund and EMS expense.

ATTACHMENTS:
1. 20260317 Sunbelt Agenda Package POs

REVIEWERS:
Donald Rose
James Barber

AGENDA ITEM SUMMARY SHEET

Print Page | Reset

Agenda of: 24 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 Sunbelt Fire Inc.

PURPOSE & SCOPE OF PROJECT:

To approve issuance of purchase order to Sunbelt Fire, Inc for 22 fire bunker coats and boots, 25 fire bunker pants, and 25 fire helmets for MFRD.
General fund and EMS expense.

RESOLUTION ☒ ORDINANCE ☐ OTHER ☐

AMOUNT OF CONTRACT: $118,170.00

FUNDING SOURCE:

Budget Item: See Requisitions Discretionary Funds: _____

Budget amendment: REDUCE ☐ INCREASED ☐

Grant funds: _____ Matching funds: _____

Associated Costs:

Current year (itemize)
Type: _____ Amount: _____

Future years
Year: _____ Amount: _____

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

Effective date of contract: On issuance to vendor.

Renewal date of contract (if applicable): _____

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

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

How many bidders submitted bids (if applicable): na

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

_____

_____

R E S O L U T I O N

Sponsored by: Mayor Spiro N. Cheriogotis

BE IT RESOLVED BY THE CITY COUNCIL OF MOBILE, ALABAMA, that the 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
6423	2026	(1510) FIRE ADMINISTRATION	22 FIRE BUNKER COATS AND BOOTS, 25 FIRE BUNKER PANTS AND HELMETS FOR MFRD (HGAC COOPERATIVE PURCHASING AGREEMENT, NOT ON STATE CONTRACT)	$118,170.00	(198904) SUNBELT FIRE INC

Adopted:

_____

City Clerk

Bill To	Requisition 00006423-00 FY 2026
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	1000.30.15.1510.1510.1510.0000.0000.44020.
MOBILE, AL	Review:
36601	Buyer: 910521901
vendorinvoices@cityofmobile.org	Status: Approved Page 1

Vendor	Ship To
SUNBELT FIRE INC	FIRE CENTRAL SUPPLY
8050 MCGOWIN DRIVE	2851 OLD SHELL ROAD
	MOBILE, AL 36607
FAIRHOPE, AL 36532	RICHARDSONV@CITYOFMOBILE.ORG
Tel#251-928-9917	Delivery Reference
Fax 251-928-9933	VICTORIA RICHARDSON
	Deliver To
	FIRE CENTRAL SUPPLY
	2851 OLD SHELL ROAD
	MOBILE, AL 36607

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
03/16/26	198904				FIRE ADMINISTRATION

LN	Description / Account	Qty	Unit Price	Net Price
	General Notes			
	PER YOUR QUOTE# Q-45413 DATED 3/17/26 PER HGAC CONTRACT: EE11-24 EFFECTIVE DATE: 11/01/24 - 10/31/28			
001	FIRE PROTECTION CLOTHING: Gxcel Coat, PBI Max, Glide Ice PBI G2, Stedair Gold GLDC364-J Quote No: Q-45413; Per HGAC contract EE11-24 Vendor Item	22.00 EACH	2295.00000	50490.00
	1 1000.30.15.1510.1510.1510.0000.0000.44020.			25245.00
	2 6120.70.15.0000.0000.1510.0000.0000.44020.			25245.00
	Ship To FIRE CENTRAL SUPPLY 2851 OLD SHELL ROAD MOBILE, AL 36607 Delivery Reference VICTORIA RICHARDSON			
	Deliver To FIRE CENTRAL SUPPLY 2851 OLD SHELL ROAD MOBILE, AL 36607			
002	FIRE PROTECTION CLOTHING: Pant	25.00	1720.00000	43000.00

Bill To	Requisition 00006423-00 FY 2026
ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Acct No: 1000.30.15.1510.1510.1510.0000.0000.44020. Review: Buyer: 910521901 Status: Approved Page 2

Vendor	Ship To
SUNBELT FIRE INC 8050 MCGOWIN DRIVE FAIRHOPE, AL 36532 Tel#251-928-9917 Fax 251-928-9933	FIRE CENTRAL SUPPLY 2851 OLD SHELL ROAD MOBILE, AL 36607 RICHARDSONV@CITYOFMOBILE.ORG Delivery Reference VICTORIA RICHARDSON Deliver To FIRE CENTRAL SUPPLY 2851 OLD SHELL ROAD MOBILE, AL 36607

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
03/16/26	198904				FIRE ADMINISTRATION

LN	Description / Account	Qty	Unit Price	Net Price
	System, PBI Max, Glide Ice PBI G2, Stedair Gold GLFC364-J PER Quote No: Q-45413; Per HGAC contract EE11-24 Vendor Item	EACH		
1	1000.30.15.1510.1510.1510.0000.0000.44020.			21500.00
2	6120.70.15.0000.0000.1510.0000.0000.44020.			21500.00
	Ship To FIRE CENTRAL SUPPLY 2851 OLD SHELL ROAD MOBILE, AL 36607 Delivery Reference VICTORIA RICHARDSON Deliver To FIRE CENTRAL SUPPLY 2851 OLD SHELL ROAD MOBILE, AL 36607			
003	FIRE PROTECTION CLOTHING: Leather 14" Pull On Boot GL1201420; BLACK IN COLOR PER Quote No: Q-45413; Per HGAC contract EE11-24 Vendor Item	22.00 EACH	615.00000	13530.00
1	1000.30.15.1510.1510.1510.0000.0000.44020.			6765.00

Bill To	Requisition 00006423-00 FY 2026
ACCOUNTS PAYABLE	
P O BOX 389	Acct No: 1000.30.15.1510.1510.1510.0000.0000.44020.
MOBILE, AL	Review:
36601	Buyer: 910521901
vendorinvoices@cityofmobile.org	Status: Approved Page 3

Vendor	Ship To
SUNBELT FIRE INC	FIRE CENTRAL SUPPLY
8050 MCGOWIN DRIVE	2851 OLD SHELL ROAD
	MOBILE, AL 36607
FAIRHOPE, AL 36532	RICHARDSONV@CITYOFMOBILE.ORG
Tel#251-928-9917	Delivery Reference
Fax 251-928-9933	VICTORIA RICHARDSON
	Deliver To
	FIRE CENTRAL SUPPLY
	2851 OLD SHELL ROAD
	MOBILE, AL 36607

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
03/16/26	198904				FIRE ADMINISTRATION

LN	Description / Account	Qty	Unit Price	Net Price
2	6120.70.15.0000.0000.1510.0000.0000.44020.			6765.00
	Ship To FIRE CENTRAL SUPPLY 2851 OLD SHELL ROAD MOBILE, AL 36607 Delivery Reference VICTORIA RICHARDSON Deliver To FIRE CENTRAL SUPPLY 2851 OLD SHELL ROAD MOBILE, AL 36607			
004	FIRE PROTECTION CLOTHING: Stock Black 1836, Defender, Blk Nomex Earlaps, Carved Brass Eagle MSA10247315 PER Quote No: Q-45413; Per HGAC contract EE11-24 Vendor Item	16.00 EACH	446.00000	7136.00
1	1000.30.15.1510.1510.1510.0000.0000.44020.			3568.00
2	6120.70.15.0000.0000.1510.0000.0000.44020.			3568.00

Bill To	Requisition 00006423-00 FY 2026
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	1000.30.15.1510.1510.1510.0000.0000.44020.
MOBILE, AL	Review:
36601	Buyer: 910521901
vendorinvoices@cityofmobile.org	Status: Approved Page 4

Vendor	Ship To
SUNBELT FIRE INC	FIRE CENTRAL SUPPLY
8050 MCGOWIN DRIVE	2851 OLD SHELL ROAD
	MOBILE, AL 36607
FAIRHOPE, AL 36532	RICHARDSONV@CITYOFMOBILE.ORG
Tel#251-928-9917	Delivery Reference
Fax 251-928-9933	VICTORIA RICHARDSON
	Deliver To
	FIRE CENTRAL SUPPLY
	2851 OLD SHELL ROAD
	MOBILE, AL 36607

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
03/16/26	198904				FIRE ADMINISTRATION

LN	Description / Account	Qty	Unit Price	Net Price
	Ship To FIRE CENTRAL SUPPLY 2851 OLD SHELL ROAD MOBILE, AL 36607 Delivery Reference VICTORIA RICHARDSON Deliver To FIRE CENTRAL SUPPLY 2851 OLD SHELL ROAD MOBILE, AL 36607			
005	FIRE PROTECTION CLOTHING: Stock RED 1836, Defender, Blk Nomex Earlaps, Carved Brass Eagle MSA10247315 PER Quote No: Q-45413; Per HGAC contract EE11-24 Vendor Item	9.00 EACH	446.00000	4014.00
	1 1000.30.15.1510.1510.1510.0000.0000.44020.			2007.00
	2 6120.70.15.0000.0000.1510.0000.0000.44020.			2007.00
	Ship To FIRE CENTRAL SUPPLY 2851 OLD SHELL ROAD MOBILE, AL 36607 Delivery Reference VICTORIA RICHARDSON			

Bill To	Requisition 00006423-00 FY 2026
ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Acct No: 1000.30.15.1510.1510.1510.0000.0000.44020. Review: Buyer: 910521901 Status: Approved Page 5

Vendor	Ship To
SUNBELT FIRE INC 8050 MCGOWIN DRIVE FAIRHOPE, AL 36532 Tel#251-928-9917 Fax 251-928-9933	FIRE CENTRAL SUPPLY 2851 OLD SHELL ROAD MOBILE, AL 36607 RICHARDSONV@CITYOFMOBILE.ORG Delivery Reference VICTORIA RICHARDSON Deliver To FIRE CENTRAL SUPPLY 2851 OLD SHELL ROAD MOBILE, AL 36607

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
03/16/26	198904				FIRE ADMINISTRATION

LN	Description / Account	Qty	Unit Price	Net Price
	Deliver To FIRE CENTRAL SUPPLY 2851 OLD SHELL ROAD MOBILE, AL 36607			

Requisition Link

Requisition Total 118170.00

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

Account	Amount	Remaining Budget
1000.30.15.1510.1510.1510.0000.0000.44020.	59085.00	2356528.78
FIRE ADMINISTRATION EXP OPERATING SUPPLIES		
6120.70.15.0000.0000.1510.0000.0000.44020.	59085.00	2356528.78
EMERGENCY MEDICAL SVCS EXP OPERATING SUPPLIES		

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

Activity	Date	Clerk	Comment
Rejected	03/16/26	PATRICIA KENNEDY-JONES	Revised quote
Approved	03/17/26	DONALD ROSE	Auto approved by: 910521901
Approved	03/17/26	SANDRA LEWIS	Auto approved by: 910521901
Approved	03/17/26	STEVEN KRONINGER	Auto approved by: 910521901
Approved	03/17/26	SAMANTHA COOLEY	Auto approved by: 910521901
Approved	03/17/26	JAMES NEESE	Auto approved by: 910521901
Approved	03/17/26	PATRICIA KENNEDY-JONES	
Approved	03/17/26	REBECCA CRUMPLER	Auto approved by: 910521901
Approved	03/17/26	ANNE FOLEY	Auto approved by: 910521901
Approved	03/17/26	JOHN PAINE	Auto approved by: 910521901

Bill To	Requisition 00006423-00 FY 2026
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	1000.30.15.1510.1510.1510.0000.0000.44020.
MOBILE, AL	Review:
36601	Buyer: 910521901
vendorinvoices@cityofmobile.org	Status: Approved Page 6

Vendor	Ship To
SUNBELT FIRE INC	FIRE CENTRAL SUPPLY
8050 MCGOWIN DRIVE	2851 OLD SHELL ROAD
	MOBILE, AL 36607
FAIRHOPE, AL 36532	RICHARDSONV@CITYOFMOBILE.ORG
Tel#251-928-9917	Delivery Reference
Fax 251-928-9933	VICTORIA RICHARDSON
	Deliver To
	FIRE CENTRAL SUPPLY
	2851 OLD SHELL ROAD
	MOBILE, AL 36607

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
03/16/26	198904				FIRE ADMINISTRATION

LN	Description / Account	Qty	Unit Price	Net Price

Authorized By: _____ Date: _____
Signature

Product Information

Product Description

Variety of turnout jackets, pants, boots, and hoods

Manufacturer

Globe Manufacturing Company LLC

Product Code

Contract

EE11-24 Emergency Medical, Safety, and Rescue Equipment

Contract Category

Emergency Equipment & Supplies

Discount

25%

Keyword(s)

Emergency, medical, safety, rescue

View Catalog

Suppliers Offering This Product

Allsource Enterprise LLC dba Safe Industries
Taylor Dowling
tdowling@safeindustries.com
Phone: 803-960-8979
Fax:

Allsource Enterprise LLC dba Safe Industries
William Gray
wgray@safeindistries.com
Phone: 570.249.0324
Fax:

Allsource Enterprise LLC dba Safe Industries
Meredith Martin
mmartin@safeindustries.com
Phone: 877.997.7233
Fax: 864.845.7176

Allsource Enterprise LLC dba Safe Industries
Louis Al Willimon
al@safeindustries.com
Phone: (864) 845-7175
Fax:

Casco Industries, Inc.
David Stewart
david@cascoindustries.com
Phone: 800-551-8787
Fax: 253-681-7877

MSA Safety Incorporated
Scott McGuire
scott.mcguire@msasafety.com
Phone: 724-742-8028
Fax: 724-741-1558

Sunbelt Fire, Inc.
Kent Bradley
kbradley@sunbeltfire.com
Phone: 800-642-8484 x 106
Fax: 251-928-9933

Sunbelt Fire, Inc.
Patrick Hitpas Hitpas
phitpas@sunbeltfire.com
Phone: 251-850-6929
Fax:

Sunbelt Fire, Inc.
Mike Sims
msims@sunbeltfire.com
Phone: 800.642.8484
Fax: 251-928-9933

Contact HGACBuy

Veronica Johnson
veronica.johnson@h-gac.com
Phone: 713-993-2446
Fax: 713-993-4548

Return to Products & Services | View This Contract

Contact Information

H-GAC Mailing Address:
P.O. Box 22777
Houston, TX. 77227-2777

H-GAC Physical Address
3555 Timmons Lane, Suite 120
Houston, TX 77027

Phone: 832-810-2667

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Product Information

Product Description

MSA safety products, PPE, and gas detection equipment

Manufacturer

MSA

Product Code

Contract

EE11-24 Emergency Medical, Safety, and Rescue Equipment

Contract Category

Emergency Equipment & Supplies

Discount

15%

Keyword(s)

Safety, PPE, emergency, gas detection

View Catalog

Suppliers Offering This Product

Casco Industries, Inc.
David Stewart
david@cascoindustries.com
Phone: 800-551-8787
Fax: 253-681-7877

MSA Safety Incorporated
Scott McGuire
scott.mcguire@msasafety.com
Phone: 724-742-8028
Fax: 724-741-1558

Sunbelt Fire, Inc.
Kent Bradley
kbradley@sunbeltfire.com
Phone: 800-642-8484 x 106
Fax: 251-928-9933

Sunbelt Fire, Inc.
Patrick Hitpas Hitpas
phitpas@sunbeltfire.com
Phone: 251-850-6929
Fax:

Sunbelt Fire, Inc.
Mike Sims
msims@sunbeltfire.com
Phone: 800.642.8484
Fax: 251-928-9933

Contact HGACBuy

Veronica Johnson
veronica.johnson@h-gac.com
Phone: 713-993-2446
Fax: 713-993-4548

Return to Products & Services | View This Contract

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

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

Rachel Laurie Riddle
Chief Examiner

December 23, 2025

Alabama County Commissions
Alabama Municipalities
City and County Boards of Education
Other Entities subject to §§ 16-13B-1, et seq. and 41-16-50, et seq., *Ala. Code* 1975

To Whom It May Concern,

In accordance with Sections 16-13B-2(a)(13) and 41-16-51(a)(16), *Ala. Code* 1975, as amended by Act No. 2023-135, the Department has reviewed the competitive bidding process used by the Houston-Galveston Area Council ("H-GAC"), a national, governmental purchasing cooperative, for the contracts awarded as of the date of this letter. The Department did not identify any matters that were contrary to proper purchasing procedures or routine governmental procurement practices. Each contract was awarded by H-GAC pursuant to the competitive bid laws of the State of Texas.

Based on the Department's review, the competitive bid process used by H-GAC is approved for use through **December 31, 2026**. This approval authorizes the purchase, lease, or lease/purchase of certain goods or services, other than voice or data wireless communication services, when certain statutory conditions are fulfilled. See Sections 16-13B-2(a)(13) and 41-16-51(a)(16), *Ala. Code* 1975, as amended by Act No. 2023-135.

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

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

Attention Counties and Municipalities:

Please be advised, this letter authorizes the purchase of materials or equipment that are otherwise part of a contract for "public works," as defined in Section 39-2-1(6), *Ala. Code*

1975, as long as the remaining portion of the public works project is subject to the requirements of Title 39, even if the remaining portion of the project would involve an amount less than $100,000 as a result of the exclusion of the purchase of the materials or equipment. See Section 39-2-2(m)(1) and (2), *Ala. Code* 1975, as amended by Act 2023-497.

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

Sincerely,

Rachel Laurie Riddle
CHIEF EXAMINER

RLR/lbm

CAPITAL CONTRACT SUMMARY SHEET

NA

AGENDA ITEM SUMMARY SHEET

Agenda of: March 24, 2026

Submitted by:
Carleen Stout, Dep Dir-Real Estate/Asset Mgmt

Sponsored by:
Spiro Cheriogotis, INACTIVE

Purpose and Scope of Project:
Transfer $70,000.00 from Capital Project C1036 Convention Center Capital to C0577 Convention Center - Exterior Painting for extended construction administration services. Also, to approve the amendment to the contract between the City of Mobile and The Architects Group Inc.

Amount of Contract:
$70,000.00

Funding Source
C1036

ATTACHMENTS:
1. Resolution TAG Budget Transfer
2. Budget Transfer 031926 C0577
3. TAG Amendment to Agreement
4. 2026-03-18 TAG Letter for Negotiated Extended Service Proposal to the City for CN-079-20
5. CN-079-20 COI
6. TAG Contract

REVIEWERS:
Stacey Howard
Carleen Stout
Brenda Rhodes
Cherlina Monteiro

RESOLUTION

Sponsored by Mayor Spiro N. Cheriogotis

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MOBILE, ALABAMA, that the sum of $70,000.00 be reallocated from Capital Project C1036 Convention Center Capital to Capital Project C0577 Convention Center – Exterior Painting (Contract #3393 The Architects Group, Inc.). These funds are to be used for extended construction administration services.

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, an Amendment to the contract between the City of Mobile and The Architects Group, Inc. the original contract executed on August 25, 2021 resolution number 21-672, contingent upon approved resolution. The Contract attached hereto and made a part hereof as though set forth in full herein. A copy of said Contract is on file in the office of the City Clerk.

Adopted:

_____

City Clerk

BUDGET TRANSFER REQUEST FORM

CITY OF MOBILE

TO FINANCE DEPT. 2500- FROM REAM DEPT. 3030

DATE OF REQUEST: 03192026

BUDGET TRANSFER: ☐(from one project to another)

DISTRICT#: 2

REQUEST: Please transfer $ 70,000.00

FROM CAPITAL PROJECT#: C1036

CAPITAL PROJECT NAME: CONVENTION CENTER CAPITAL

DEPT. PROJECT#: _____

TO CAPITAL PROJECT#: C0577

PROJECT NAME: CONVENTION CTR-EXTERIOR PAINTING

DEPT. PROJECT#: _____

Marilyn Bullard

Employee signature

Approval signature

Created by B. Rhodes 3/15/2022

AMENDMENT to AGREEMENT BETWEEN CITY OF MOBILE AS OWNER AND THE ARCHITECTS GROUP, INC. AS CONSULTANT FOR STIPULATED SUM

This Amendment to Agreement is entered into as of the ____ day of _____, 2026, between the City of Mobile as Owner and The Architects Group, Inc. as Consultant.

WHEREAS, the City of Mobile ("Owner") and The Architects Group, Inc. ("Consultant") entered into an Agreement for professional design services at Arthur R. Outlaw Convention Center – Exterior Painting & Repairs, CN-079-20, dated August 25, 2021 (hereinafter referred to as "Agreement");

WHEREAS, the Owner and Consultant wish to amend the Agreement for additional Design Services pursuant to the fee proposal dated July 17, 2025, attached hereto and as is hereafter more particularly set forth;

NOW, THEREFORE, for and in consideration of the premises, and intending to be legally bound hereby, the parties do hereby agree as follows:

1. Additional Construction Administration Services for Arthur R. Outlaw Convention Center – Exterior Painting & Repairs not to exceed Seventy Thousand and 00/100 Dollars ($70,000.00).
2. The full and final settlement for all work done by Contractor for this project shall be settled upon payment of sum of Seventy Thousand and 00/100 Dollars ($70,000.00).
3. Therefore, the new Agreement sum shall be One Hundred Forty-Nine Thousand Nine Hundred and 00/100 Dollars ($149,900.00).
4. Additional Professional Services shall increase the original contract duration by 86 weeks, from December 4, 2023 thru July 31, 2025.
5. 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 hereto.
6. Owner and Consultant each represent and warrant to the other that it has full authority to enter into and perform this Amendment. The persons signing this Amendment on behalf of Owner and Consultant respectively represent and warrant that he or she has the full and complete authority to bind Owner and Consultant, as the case may be, to this Amendment.
7. This Amendment may be executed and delivered in two counterparts, including delivery by facsimile and/or electronic transmission, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

IN WITNESS WHEREOF, each of the undersigned has caused this Amendment to be executed by its officer thereunto duly authorized as of the date first above written.

OWNER: CITY OF MOBILE

By: _____
Spiro Cheriogotis
Its: Mayor

ATTEST:_____
City Clerk

CONSULTANT: THE ARCHITECTS GROUP, INC.

By: Robert R. Taylor, AIA
Robert Ronald Taylor
Its: President

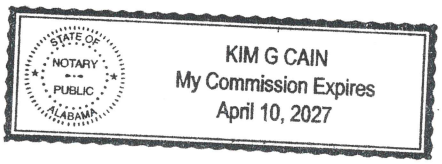
STATE OF ALABAMA

COUNTY OF MOBILE

I, the undersigned Notary Public in and for said County in said State, hereby certify that Robert Ronald Taylor, whose name as President of The Architects Group, Inc., is signed to the foregoing, and who is known to me, acknowledged before me on this day that, being informed of the contents of the instrument, s/he, as such officer and with full authority, executed the same voluntarily for and as the act of said corporation.

Given under my hand and official seal this 18 day of MARCH, 2026.

Commission Expires Kim H. Cain



ARCHITECTURE
PLANNING
INTERIOR DESIGN

David M. Barr, AIA
R. Ronald Taylor, AIA
Robert M. Krchak, AIA
Tom Kelly, CFM/LEED AP
J. Brad Davis, Designer
Daniel Wells, CAD

18 March 2026

Mr. Roger Washington
Capital Improvement Project Manager
Architectural Engineering Department
City of Mobile
205 Government Street
Mobile, Alabama 36602

Reference: Arthur R. Outlaw Convention Center Exterior
Painting and Repairs
Project Number: CN-079-20

Subject: Proposal for Cost Adjustment to Additional Services Authorizations to provide Extended Construction Administration Services.

Mr. Washington,

This letter will serve as a Cost Adjustment Proposal by TAG/The Architects Group, Inc. to finalize payment for services for the subject project arising from the extended construction period that transpired through no fault of the Architect, and during which construction administration services were continuously rendered as needed by the Architect on behalf of the City of Mobile.

TAG invoices 2112-9, 2112-10, 2112-11, 2112-12, and 2112-13, the totals of which are $81,337.50 have been tendered to the City of Mobile for payment.

Now, in consideration of the above and in the spirit of goodwill to the City of Mobile, TAG/The Architects Group, Inc., hereby agrees to accept prompt payment of $70,000.00 in lieu of the total amount noted above.

We look forward to the City's acceptance of this proposal and to the prompt receipt of the funds into our account in the normal manner of payment presently set up.

If additional information or action is required, please notify the undersigned below.

Sincerely,
Ronnie Taylor, AIA,
President,
TAG/The Architects Group, Inc.

Cc: Kim Cain

The Architects Group/Inc.

710 Downtowner Blvd.
Mobile, Alabama 36609
Phone 251-343-1811
www.tagarchitects.net

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
Higginbotham Insurance Agency, Inc.
3212 Midtown Park S
Mobile AL 36606

License#: 2081754

CONTACT NAME: Charity Tout
PHONE (A/C, No, Ext): 817-349-2334 **FAX (A/C, No):** 817-347-6981
E-MAIL ADDRESS: CTout@higginbotham.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Continental Casualty Company	20443
INSURER B : Aspen American Insurance Company	43460
INSURER C : Alabama Self-Insured Worker's Compensation Fund	0
INSURER D : Midwest Employers Casualty Company	23612
INSURER E : American Casualty Company Of Reading,	20427
INSURER F : Transportation Insurance Company	20494

INSURED
ARCHGRO-02
TAG/The Architects Group, Inc.
710 Downtowner Blvd.
Mobile AL 36609

COVERAGES **CERTIFICATE NUMBER:** 1067695883 **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	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE [ ] OCCUR [X] GEN'L AGGREGATE LIMIT APPLIES PER: POLICY [X] PRO-JECT [ ] LOC OTHER:			2099909862	3/6/2026	3/6/2027	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 2,000,000 $ 1,000,000 $ 10,000 $ 2,000,000 $ 4,000,000 $ 4,000,000
E	AUTOMOBILE LIABILITY X ANY AUTO OWNED AUTOS ONLY [ ] SCHEDULED AUTOS X HIRED AUTOS ONLY [X] NON-OWNED AUTOS ONLY			6024955204	3/6/2026	3/6/2027	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000,000 $ $ $
F	X UMBRELLA LIAB [X] OCCUR EXCESS LIAB [ ] CLAIMS-MADE DED [X] RETENTION $ 10,000			5093399737	3/6/2026	3/6/2027	EACH OCCURRENCE AGGREGATE	$ 3,000,000 $ 3,000,000
C D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N [N] (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N / A		P102415AL2026 PWAL129001	1/1/2026 1/1/2026	1/1/2027 1/1/2027	X PER STATUTE [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ 1,000,000 $ 1,000,000 $ 1,000,000
B	Professional Liability			AAAE100970-05	8/15/2025	8/15/2026	EA Claim: $1,000,000	Agg: $3,000,000

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

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

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

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

CERTIFICATE HOLDER

City of Mobile
Architectural Engineering Dept.
P.O. Box 1827
Mobile AL 366331827
USA

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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AGENCY CUSTOMER ID: ARCHGRO-02

LOC #:

ADDITIONAL REMARKS SCHEDULE

AGENCY	NAMED INSURED
Higginbotham Insurance Agency, Inc.	TAG/The Architects Group, Inc. 710 Downtowner Blvd. Mobile AL 36609
POLICY NUMBER	
CARRIER / NAIC CODE	EFFECTIVE DATE:

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: 25 FORM TITLE: CERTIFICATE OF LIABILITY INSURANCE

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

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

The Umbrella Liability policy follows form provided by underlying insurance (General Liability, Automobile Liability, and Workers' Compensation), subject to the policy exclusions, terms, and conditions.

Re: Arthur R. Outlaw Convention Center - Exterior Painting and Repairs; Project No. CN-079-20.
City of Mobile

Certificate holder is complete to include:

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ARCHITECTURE
PLANNING
INTERIOR DESIGN

David M. Barr, AIA
R. Ronald Taylor, AIA
Robert M. Krchak, AIA
Tom Kelly, CFM/LEED AP
J. Brad Davis, Designer
Daniel Wells, CAD

Tuesday June 25, 2024
Thursday July17, 2025 Revised

Mr. Roger Washington
roger.washington@cityofmobile.org
City of Mobile
205 Government Street
Mobile, AL

Re: Authur R. Outlaw Convention Center Exterior Painting and Repairs
Project Number:CN-079-20

Subject: Amendment to the Professional Service Agreement for Extended Construction Administration Services.

Dear Roger:

ADDITIONAL CONSTRUCTION ADMINISTRATION SERVICES

At the request of the Owner's representative (Louis Tooker -Initial request Nov 2023), and the Owner's representative (Roger Washington) and, in accordance with Articles of the Contract TAG Architects submits and proposes the following:

Construction work on-site for this project did not progress in a manner to provide Substantial Completion within the Contract stipulated days ending September 21, 2023.

Therefore, and in acknowledgement thereof, the Owner has determined that additional Construction Administrative Services are needed of the Architect of Record and has requested the Architect of Record (TAG Architects) to provide those additional Construction Administrative Service. Such services beginning on December 04,2023.

Duration of Additional Construction Administration Services:
The duration of the proposed additional Construction Administration Services is based on the most recent Contractor Construction Schedule which identifies the Work of the project to be Complete on or before July 31, 2025.

Proposed Duration of additional Construction Administration Services:
Beginning December 04, 2023 and ending on or before July 31, 2025.
(86 weeks)

The Architects Group/Inc.

710 Downtowner Blvd.
Mobile, Alabama 36609
Phone 251-343-1811
www.tagarchitects.net

Authur R. Outlaw Convention Center Exterior Painting and Repairs
Project Number:CN-079-20
Amendment to the Professional Service Agreement for Extended Construction Administration Services.

Compensation Adjustment for Proposed Additional Construction Administration Services:

A. Additional Construction Administration Services will be provided based on a maximum average of 6.5 hours per week, billed hourly at a rate of $150.00 per hour. Time billed shall include site visits, meetings (phone and in person), office administration, travel and similar related activities of Construction Administation
B. Architect will notify Owner requesting direction on how to proceed, if it becomes apparent that the Work of Construction s not progressing in a manner that would anticipate completion on or before July 31, 2025 or if the services of this Amendment are anticipated to exceed the average hours per week or amount of this Amendment.
C. Services shall not exceed amount of the Contract Change without authorization of the Owner.
D. Services will be billed monthly.
E. Contract Sum shall be increased by the amount of: $82,800.00. (86 weeks x 6.5 hrs x $150.00)

Should you need additional information please let me know.

Sincerely,
TAG/THE ARCHITECTS GROUP, INC.

Robert M. Krchak, AIA

CC: Ronnie Taylor/TAG

21-672

RESOLUTION

2021

Sponsored by Mayor William S. Stimpson and Councilmember Levon C. Manzie

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:	TAG/The Architects Group, Inc.
Project Name:	Arthur R. Outlaw Convention Center – Exterior Painting and Repairs
Project Number:	CN-079-20
Amount:	$69,900.00

Adopted: AUG 25 2021

City Clerk

AIA® Document B101™ – 2017

Standard Form of Agreement Between Owner and Architect

AGREEMENT made as of the ~~day of in the year~~ 25th day of August, 2021
(In words, indicate day, month and year.)

BETWEEN the Architect's client identified as the Owner:
(Name, legal status, address and other information)

City of Mobile
Architectural Engineering Department
P. O. Box 1827
Mobile, Alabama 36633-1827

and the Architect:
(Name, legal status, address and other information)

TAG/The Architects Group, Inc.
710 Downtowner Boulevard
Mobile, Alabama 36609
City of Mobile Business License No: 44871
Secretary of State Registration No: 001-202

for the following Project:
(Name, location and detailed description)

Arthur R. Outlaw Convention Center – Exterior Painting and Repairs
1 South Water Street
Mobile, Alabama 36602
CN-079-20

The Owner and Architect agree as follows.

ADDITIONS AND DELETIONS:
The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

Init.
/

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User Notes: (1147695949)

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2 ARCHITECT'S RESPONSIBILITIES

3 SCOPE OF ARCHITECT'S BASIC SERVICES

4 SUPPLEMENTAL AND ADDITIONAL SERVICES

5 OWNER'S RESPONSIBILITIES

6 COST OF THE WORK

7 COPYRIGHTS AND LICENSES

8 CLAIMS AND DISPUTES

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10 MISCELLANEOUS PROVISIONS

11 COMPENSATION

12 SPECIAL TERMS AND CONDITIONS

13 SCOPE OF THE AGREEMENT

ARTICLE 1 INITIAL INFORMATION

§ 1.1 This Agreement is based on the Initial Information set forth in this Section 1.1, and in Exhibit A. Fee Proposal for services for: Arthur R. Outlaw Convention Center – Exterior Painting and Repairs.
(For each item in this section, insert the information or a statement such as "not applicable" or "unknown at time of execution.")

§ 1.1.1 The Owner's program for the Project:
(Insert the Owner's program, identify documentation that establishes the Owner's program, or state the manner in which the program will be developed.)

As provided in Fee Proposal

§ 1.1.2 The Project's physical characteristics:
(Identify or describe pertinent information about the Project's physical characteristics, such as size; location; dimensions; geotechnical reports; site boundaries; topographic surveys; traffic and utility studies; availability of public and private utilities and services; legal description of the site, etc.)

For professional services for the above reference project

§ 1.1.3 The Owner's budget for the Cost of the Work, as defined in Section 6.1:
(Provide total and, if known, a line item breakdown.)

The estimated cost of construction is Nine Hundred Thirty Thousand One Hundred and 00/100 Dollars ($930,100.00).

Init. /

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User Notes:

§ 1.1.4 The Owner's anticipated design and construction milestone dates:

.1 Design phase milestone dates, if any:

Complete Schematic Design Phase (3.2) including water intrusion survey/testing and preliminary scope, cost, and schedule for each of the three (3) phases (water intrusion, cleaning, and painting) of this project twenty (20) days after NTP.
Complete Design Development Phase (3.3) including scope and schedule refinement based on project budget forty (40) days after NTP.
Final Construction Documents (3.4) including documentation for bidding fifty-five (55) days after NTP.

.2 Construction commencement date:

TBD

.3 Substantial Completion date or dates:

twelve (12) months from date of Agreement

.4 Other milestone dates:

N/A

§ 1.1.5 The Owner intends the following procurement and delivery method for the Project:
(Identify method such as competitive bid or negotiated contract, as well as any requirements for accelerated or fast-track design and construction, multiple bid packages, or phased construction.)

Competitive Bid

§ 1.1.6 The Owner's anticipated Sustainable Objective for the Project:
(Identify and describe the Owner's Sustainable Objective for the Project, if any.)

N/A

§ 1.1.6.1 If the Owner identifies a Sustainable Objective, the Owner and Architect shall complete and incorporate AIA Document E204™–2017, Sustainable Projects Exhibit, into this Agreement to define the terms, conditions and services related to the Owner's Sustainable Objective. If E204–2017 is incorporated into this agreement, the Owner and Architect shall incorporate the completed E204–2017 into the agreements with the consultants and contractors performing services or Work in any way associated with the Sustainable Objective.

§ 1.1.7 The Owner identifies the following representative in accordance with Section 5.3:
(List name, address, and other contact information.)

Director, Architectural Engineering Department
City of Mobile
P. O. Box 1827
Mobile, Alabama 36633-1827

§ 1.1.8 The persons or entities, in addition to the Owner's representative, who are required to review the Architect's submittals to the Owner are as follows:
(List name, address, and other contact information.)

N/A

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§ 1.1.9 The Owner shall retain the following consultants and contractors:
(List name, legal status, address, and other contact information.)

.1 Geotechnical Engineer:

N/A

.2 Civil Engineer:

N/A

.3 Other, if any:
(List any other consultants and contractors retained by the Owner.)

N/A

§ 1.1.10 The Architect identifies the following representative in accordance with Section 2.3:
(List name, address, and other contact information.)

R. Ronald Taylor, AIA
TAG/The Architects Group, Inc.
710 Downtowner Boulevard
Mobile, Alabama 36609
251-343-1811/251-343-1834
rtaylor@tagarchitects.net

§ 1.1.11 The Architect shall retain the consultants identified in Sections 1.1.11.1 and 1.1.11.2:
(List name, legal status, address, and other contact information.)

§ 1.1.11.1 Consultants retained under Basic Services:

.1 Structural Engineer:

N/A

.2 Mechanical and Plumbing Engineer:

N/A

.3 Electrical Engineer:

N/A

§ 1.1.11.2 Consultants retained under Supplemental Services:

§ 1.1.12 Other Initial Information on which the Agreement is based:

§ 1.2 The Owner and Architect may rely on the Initial Information. Both parties, however, recognize that the Initial Information may materially change and, in that event, the Owner and the Architect shall appropriately adjust the Architect's services, schedule for the Architect's services, and the Architect's compensation. The Owner shall adjust the Owner's budget for the Cost of the Work and the Owner's anticipated design and construction milestones, as necessary, to accommodate material changes in the Initial Information.

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§ 1.3 The parties shall agree upon protocols governing the transmission and use of Instruments of Service or any other information or documentation in digital form.

(Paragraph deleted)

ARTICLE 2 ARCHITECT'S RESPONSIBILITIES

§ 2.1 The Architect shall provide professional services as set forth in this Agreement. The Architect represents that it is properly licensed in the jurisdiction where the Project is located to provide the services required by this Agreement, or shall cause such services to be performed by appropriately licensed design professionals, and shall affix a seal representing such licensure to all documents, as required.

§ 2.2 The Architect shall perform its services consistent with the professional skill and care ordinarily provided by architects practicing in the same or similar locality under the same or similar circumstances. The Architect shall perform its services as expeditiously as is consistent with such professional skill and care and the orderly progress of the Project. The Architect shall submit for the Owner's approval a schedule for the performance of the Architect's services which initially shall be consistent with the time periods established in Section 1.1.4 and which shall be adjusted, if necessary, as the Project proceeds. This schedule shall include allowances for periods of time required for the Owner's review, for the performance of the Owner's consultants, and for approval of submissions by authorities having jurisdiction over the Project. Time limits established by this schedule approved by the Owner shall not, except for reasonable cause, be exceeded by the Architect or Owner.

§ 2.3 The Architect shall identify a representative authorized to act on behalf of the Architect with respect to the Project.

§ 2.4 Except with the Owner's knowledge and consent, the Architect shall not engage in any activity, or accept any employment, interest or contribution that would reasonably appear to compromise the Architect's professional judgment with respect to this Project.

§ 2.5 The Architect shall maintain the following insurance until termination of this Agreement. If any of the requirements set forth below are in addition to the types and limits the Architect normally maintains, the Architect shall provide same at no additional cost.

.1 Worker's Compensation/Employer's Liability:

.1 Worker's 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

.2 Comprehensive General Liability Insurance:

.1 Comprehensive General Liability (occurrence form) including coverage for products/completed operations, independent contractors, and blanket contractual liability, specifically covering the obligations assumed by Contractor.

.2 Limit of Liability: $1,000,000 combined single limit of liability each occurrence bodily injury or property damage.
.3 General Aggregate Limit shall apply on a "Per Project" Basis.

.3 Automobile Liability Insurance:

.1 Automobile Liability Insurance to cover any auto, including owned, non-owned, and hired vehicles,

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with a $1,000,000 combined single limit of liability each accident for bodily injury and/or property damage.

.4 Excess/Umbrella Liability Insurance

.1 Providing following form coverage for Employer's Liability, Comprehensive General Liability, and Automobile Liability.
.2 Limit of Liability: $2,000,000 combined single limit of liability each occurrence for bodily injury and /or property damage.

.5 Professional Liability Insurance:

.1 Projects $0-$1,000,000, $1,000,000 annual aggregate

.6 Endorsements:
All endorsements listed below are required and must be listed on the description of operations "box on the Certificate of Liability Insurance" or listed separately on an attachment to the Certificate of Insurance (ACCORD 101, Additional Remarks Schedule).

.1 Additional Insured: All policies of insurance, except those referenced under paragraph A, shall be endorsed to name City of Mobile as an Additional Insured.

.2 Waiver of Subrogation: All policies of insurance shall be endorsed to waive rights of subrogation in favor of City of Mobile.

.3 Primary and Non-Contributing: All policies of insurance, except those referenced under paragraph A, shall be endorsed to provide that all such insurances are primary and non-contributing with any other insurance maintained by City of Mobile.

.4 Notice of Cancellation: Certificates of Insurance shall provide that such insurance shall not be subject to cancellation, non-renewal nor material change without thirty (30) days or more (except ten (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 date of issuance of Contract forms for execution, Consultant shall deliver to the City of Mobile, certificates of insurance (standard ACORD format) certifying the existence and limits of the insurance coverages along with separate policy endorsements as described above. Consultant shall also be responsible for delivering policy renewal certificates to the City of Mobile.

§ 2.5.1 Within ten (10) calendar days from issuance of Contract forms for execution, the Architect shall provide certificates of insurance to the Owner that evidence compliance with requirements in this Section 2.5. Consultant shall also be responsible for delivering policy renewal certificates to the City of Mobile.

(Paragraphs deleted)

ARTICLE 3 SCOPE OF ARCHITECT'S BASIC SERVICES

§ 3.1 The Architect's Basic Services consist of those described in this Article 3 and include usual and customary plumbing, structural, mechanical, and electrical engineering services. Services not set forth in this Article 3 are Supplemental or Additional Services.

§ 3.1.1 The Architect shall manage the Architect's services, research applicable design criteria, attend Project meetings, communicate with members of the Project team, and report progress to the Owner.

§ 3.1.2 The Architect shall coordinate its services with those services provided by the Owner and the Owner's consultants. The Architect shall be entitled to rely on, and shall not be responsible for, the accuracy, completeness, and timeliness of, services and information furnished by the Owner and the Owner's consultants. The Architect shall provide prompt written notice to the Owner if the Architect becomes aware of any error, omission, or inconsistency in such services or information.

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§ 3.1.3 As soon as practicable after the date of this Agreement, the Architect shall submit for the Owner's approval a schedule for the performance of the Architect's services. The schedule initially shall include anticipated dates for the commencement of construction and for Substantial Completion of the Work as set forth in the Initial Information. The schedule shall include allowances for periods of time required for the Owner's review, for the performance of the Owner's consultants, and for approval of submissions by authorities having jurisdiction over the Project. Once approved by the Owner, time limits established by the schedule shall not, except for reasonable cause, be exceeded by the Architect or Owner. With the Owner's approval, the Architect shall adjust the schedule, if necessary, as the Project proceeds until the commencement of construction.

§ 3.1.4 The Architect shall not be responsible for an Owner's directive or substitution, or for the Owner's acceptance of non-conforming Work, made or given without the Architect's written approval.

§ 3.1.5 The Architect shall contact governmental authorities required to approve the Construction Documents and entities providing utility services to the Project. The Architect shall respond to applicable design requirements imposed by those authorities and entities.

§ 3.1.6 The Architect shall assist the Owner in connection with the Owner's responsibility for filing documents required for the approval of governmental authorities having jurisdiction over the Project.

§ 3.2 Schematic Design Phase Services

§ 3.2.1 The Architect shall review the program and other information furnished by the Owner, and shall review laws, codes, and regulations applicable to the Architect's services.

§ 3.2.2 The Architect shall prepare a preliminary evaluation of the Owner's program, schedule, budget for the Cost of the Work, Project site, the proposed procurement and delivery method, and other Initial Information, each in terms of the other, to ascertain the requirements of the Project. The Architect shall notify the Owner of (1) any inconsistencies discovered in the information, and (2) other information or consulting services that may be reasonably needed for the Project.

§ 3.2.3 The Architect shall present its preliminary evaluation to the Owner and shall discuss with the Owner alternative approaches to design and construction of the Project. The Architect shall reach an understanding with the Owner regarding the requirements of the Project.

§ 3.2.4 Based on the Project requirements agreed upon with the Owner, the Architect shall prepare and present, for the Owner's approval, a preliminary design illustrating the scale and relationship of the Project components.

§ 3.2.5 Based on the Owner's approval of the preliminary design, the Architect shall prepare Schematic Design Documents for the Owner's approval. The Schematic Design Documents shall consist of drawings and other documents including a site plan, if appropriate, and preliminary building plans, sections and elevations; and may include some combination of study models, perspective sketches, or digital representations. Preliminary selections of major building systems and construction materials shall be noted on the drawings or described in writing.

§ 3.2.5.1 The Architect shall consider COVID design considerations, such as germ isolation and other systems, together with other considerations based on program and aesthetics, in developing a design that is consistent with the Owner's program, schedule and budget for the Cost of the Work.

§ 3.2.5.2 The Architect shall consider the value of alternative materials, building systems and equipment, together with other considerations based on program and aesthetics, in developing a design for the Project that is consistent with the Owner's program, schedule, and budget for the Cost of the Work.

§ 3.2.6 The Architect shall submit to the Owner an estimate of the Cost of the Work prepared in accordance with Section 6.3.

§ 3.2.7 The Architect shall submit the Schematic Design Documents to the Owner, and request the Owner's approval.

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§ 3.3 Design Development Phase Services

§ 3.3.1 Based on the Owner's approval of the Schematic Design Documents, and on the Owner's authorization of any adjustments in the Project requirements and the budget for the Cost of the Work, the Architect shall prepare Design Development Documents for the Owner's approval. The Design Development Documents shall illustrate and describe the development of the approved Schematic Design Documents and shall consist of drawings and other documents including plans, sections, elevations, typical construction details, and diagrammatic layouts of building systems to fix and describe the size and character of the Project as to architectural, structural, mechanical and electrical systems, and other appropriate elements. The Design Development Documents shall also include outline specifications that identify major materials and systems and establish, in general, their quality levels.

§ 3.3.2 The Architect shall update the estimate of the Cost of the Work prepared in accordance with Section 6.3.

§ 3.3.3 The Architect shall submit the Design Development Documents to the Owner, advise the Owner of any adjustments to the estimate of the Cost of the Work, and request the Owner's approval.

§ 3.4 Construction Documents Phase Services

§ 3.4.1 Based on the Owner's approval of the Design Development Documents, and on the Owner's authorization of any adjustments in the Project requirements and the budget for the Cost of the Work, the Architect shall prepare Construction Documents for the Owner's approval. The Construction Documents shall illustrate and describe the further development of the approved Design Development Documents and shall consist of Drawings and Specifications setting forth in detail the quality levels and performance criteria of materials and systems and other requirements for the construction of the Work. The Owner and Architect acknowledge that, in order to perform the Work, the Contractor will provide additional information, including Shop Drawings, Product Data, Samples and other similar submittals, which the Architect shall review in accordance with Section 3.6.4.

§ 3.4.2 The Architect shall assist in the submission of completed construction documents to governmental authorities having jurisdiction over the Project. They shall incorporate any comments and correct any design issues required for permitting approval. Application to City of Mobile permitting department shall be made at no cost to Consultant. Corrections required, if any, shall be made as part of Scope of Architect's Basis Services.

§ 3.4.3 During the development of the Construction Documents, the Architect shall assist the Owner in the development and preparation of (1) procurement information that describes the time, place, and conditions of bidding, including bidding or proposal forms; (2) the form of agreement between the Owner and Contractor; and (3) the Conditions of the Contract for Construction (General, Supplementary and other Conditions). The Architect shall also assist in the compiling of a project manual that includes the Conditions of the Contract for Construction and Specifications, and may include bidding requirements and sample forms.

§ 3.4.4 The Architect shall update the estimate for the Cost of the Work prepared in accordance with Section 6.3.

§ 3.4.5 The Architect shall submit the technical Construction Documents to the Owner, advise the Owner of any adjustments to the estimate of the Cost of the Work, take any action required under Section 6.5, and request the Owner's approval.

§ 3.5 Procurement Phase Services

§ 3.5.1 General

The Architect shall assist the Owner in establishing a list of prospective contractors. Following the Owner's approval of the Construction Documents, the Architect shall assist the Owner in (1) obtaining competitive bids; (2) confirming responsiveness of bids or proposals; (3) determining the successful bid or proposal, if any; and, (4) awarding and preparing contracts for construction.

§ 3.5.2 Competitive Bidding

§ 3.5.2.1 Bidding Documents shall consist of bidding requirements and proposed Contract Documents.

§ 3.5.2.2 The Architect shall assist the Owner in bidding the Project by:

.1 facilitating the distribution of Bidding Documents to prospective bidders, in which the Architect's Consultants shall participate;

.2 organizing and conducting a pre-bid conference for prospective bidders;

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.3 preparing responses to questions from prospective bidders and providing clarifications and interpretations of the Bidding Documents to the prospective bidders in the form of addenda; and,

.4 participating in the opening of the bids, and subsequently review bids received, make award recommendations, and document and distribute the bidding results, as directed by the Owner.

§ 3.5.2.3 If the Bidding Documents permit substitutions, upon the Owner's written authorization, the Architect shall consider requests for substitutions and prepare and distribute addenda identifying approved substitutions to all prospective bidders.

(Paragraphs deleted)

§ 3.5.2.4 The Architect shall assist in identifying options, reviewing proposals and making recommendations for items to be included if Value Engineering Negotiations are required to reach an awardable construction contract sum.

§ 3.6 Construction Phase Services

§ 3.6.1 General

§ 3.6.1.1 The Architect shall provide administration of the Contract between the Owner and the Contractor as set forth below and in AIA Document A201™–2017, General Conditions of the Contract for Construction, including the Owner's then-current modifications which may be obtained from the Owner's Architectural Engineering Department.

§ 3.6.1.2 The Architect shall advise and consult with the Owner during the Construction Phase Services. The Architect shall have authority to act on behalf of the Owner only to the extent provided in this Agreement. The Architect shall not have control over, charge of, or responsibility for the construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Work, nor shall the Architect be responsible for the Contractor's failure to perform the Work in accordance with the requirements of the Contract Documents. The Architect shall be responsible for the Architect's negligent acts or omissions, but shall not have control over or charge of, and shall not be responsible for, acts or omissions of the Contractor or of any other persons or entities performing portions of the Work.

§ 3.6.1.3 Subject to Section 4.2 and except as provided in Section 3.6.6.5, the Architect's responsibility to provide Construction Phase Services commences with the award of the Contract for Construction and terminates on the date the Architect issues the final Certificate for Payment, or when the as-built record drawings and all Close-out Documents are delivered to and approved by the Owner, whichever is latest.

§ 3.6.2 Evaluations of the Work

§ 3.6.2.1 The Architect, as a representative of the Owner, and the Architect's Consultants, shall visit the site at intervals appropriate to the stage of construction, or as otherwise required in Section 4.2.3, to become generally familiar with the progress and quality of the portion of the Work completed, and to determine, in general, if the Work observed is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents. However, neither the Architect nor the Architect's Consultant shall be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. On the basis of the site visits, the Architect shall keep the Owner reasonably informed about the progress and quality of the portion of the Work completed, and promptly report to the Owner (1) known deviations from the Contract Documents, (2) known deviations from the most recent construction schedule submitted by the Contractor, and (3) defects and deficiencies observed in the Work.

§ 3.6.2.2 The Architect has the authority to reject Work that does not conform to the Contract Documents. Whenever the Architect considers it necessary or advisable, the Architect shall have the authority to require inspection or testing of the Work in accordance with the provisions of the Contract Documents, whether or not the Work is fabricated, installed or completed. However, neither this authority of the Architect nor a decision made in good faith either to exercise or not to exercise such authority shall give rise to a duty or responsibility of the Architect to the Contractor, Subcontractors, suppliers, their agents or employees, or other persons or entities performing portions of the Work.

§ 3.6.2.3 The Architect shall interpret and decide matters concerning performance under, and requirements of, the Contract Documents on written request of either the Owner or Contractor. The Architect's response to such requests shall be made in writing within any time limits agreed upon or otherwise with reasonable promptness.

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§ 3.6.2.4 Interpretations and decisions of the Architect shall be consistent with the intent of, and reasonably inferable from, the Contract Documents and shall be in writing or in the form of drawings. When making such interpretations and decisions, the Architect shall endeavor to secure faithful performance by both Owner and Contractor, shall not show partiality to either, and shall not be liable for results of interpretations or decisions rendered in good faith. The Architect's decisions on matters relating to aesthetic effect shall be final if consistent with the intent expressed in the Contract Documents.

§ 3.6.2.5 Unless the Owner and Contractor designate another person to serve as an Initial Decision Maker, as that term is defined in AIA Document A201–2017, the Architect shall render initial decisions on Claims between the Owner and Contractor as provided in the Contract Documents.

§ 3.6.3 Certificates for Payment to Contractor

§ 3.6.3.1 The Architect shall review and certify the amounts due the Contractor and shall issue certificates in such amounts. The Architect's certification for payment shall constitute a representation to the Owner, based on the Architect's evaluation of the Work as provided in Section 3.6.2 and on the data comprising the Contractor's Application for Payment, that, to the best of the Architect's knowledge, information and belief, the Work has progressed to the point indicated, the quality of the Work is in accordance with the Contract Documents, and that the Contractor is entitled to payment in the amount certified. The foregoing representations are subject to (1) an evaluation of the Work for conformance with the Contract Documents upon Substantial Completion, (2) results of subsequent tests and inspections, (3) correction of minor deviations from the Contract Documents prior to completion, and (4) specific qualifications expressed by the Architect.

§ 3.6.3.2 The issuance of a Certificate for Payment shall not be a representation that the Architect has (1) made exhaustive or continuous on-site inspections to check the quality or quantity of the Work, (2) reviewed construction means, methods, techniques, sequences or procedures, (3) reviewed copies of requisitions received from Subcontractors and suppliers and other data requested by the Owner to substantiate the Contractor's right to payment, or (4) ascertained how or for what purpose the Contractor has used money previously paid on account of the Contract Sum.

§ 3.6.3.3 The Architect shall maintain a record of the Applications and Certificates for Payment.

§ 3.6.4 Submittals

§ 3.6.4.1 The Architect and the Architect's Consultants shall review the Contractor's submittal schedule and shall not unreasonably delay or withhold approval of the schedule. The Architect's action in reviewing submittals shall be taken in accordance with the approved submittal schedule or, in the absence of an approved submittal schedule, with reasonable promptness while allowing sufficient time, in the Architect's professional judgment, to permit adequate review.

§ 3.6.4.2 The Architect and the Architect's Consultant shall review and approve, or take other appropriate action upon, the Contractor's submittals such as Shop Drawings, Product Data and Samples, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. Review of such submittals is not for the purpose of determining the accuracy and completeness of other information such as dimensions, quantities, and installation or performance of equipment or systems, which are the Contractor's responsibility. The Architect's review shall not constitute approval of safety precautions or construction means, methods, techniques, sequences or procedures. The Architect's approval of a specific item shall not indicate approval of an assembly of which the item is a component.

§ 3.6.4.3 If the Contract Documents specifically require the Contractor to provide professional design services or certifications by a design professional related to systems, materials, or equipment, the Architect shall specify the appropriate performance and design criteria that such services must satisfy. The Architect shall review and take appropriate action on Shop Drawings and other submittals related to the Work designed or certified by the Contractor's design professional, provided the submittals bear such professional's seal and signature when submitted to the Architect. The Architect's review shall be for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. The Architect shall be entitled to rely upon, and shall not be responsible for, the adequacy and accuracy of the services, certifications, and approvals performed or provided by such design professionals.

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§ 3.6.4.4 Subject to Section 4.2, the Architect shall review and respond to requests for information about the Contract Documents. The Architect shall set forth, in the Contract Documents, the requirements for requests for information. Requests for information shall include, at a minimum, a detailed written statement that indicates the specific Drawings or Specifications in need of clarification and the nature of the clarification requested. The Architect's response to such requests shall be made in writing within any time limits agreed upon, or otherwise with reasonable promptness. If appropriate, the Architect shall prepare and issue supplemental Drawings and Specifications in response to the requests for information.

§ 3.6.4.5 The Architect shall maintain a record of submittals and copies of submittals supplied by the Contractor in accordance with the requirements of the Contract Documents.

§ 3.6.5 Changes in the Work

§ 3.6.5.1 The Architect may order minor changes in the Work that are consistent with the intent of the Contract Documents and do not involve an adjustment in the Contract Sum or an extension of the Contract Time. Subject to Section 4.2, the Architect shall prepare Change Orders and Construction Change Directives for the Owner's approval and execution in accordance with the Contract Documents.

§ 3.6.5.2 The Architect shall maintain records relative to changes in the Work.

§ 3.6.6 Project Completion

§ 3.6.6.1 The Architect shall:

.1 conduct inspections to determine the date or dates of Substantial Completion and the date of final completion;

.2 issue Certificates of Substantial Completion;

.3 receive, review and forward to the Owner, for the Owner's review and records, written warranties and related documents required by the Contract Documents and received from the Contractor; and,

.4 issue a final Certificate for Payment based upon a final inspection indicating that, to the best of the Architect's knowledge, information, and belief, the Work complies with the requirements of the Contract Documents.

§ 3.6.6.2 The Architect's inspections shall be conducted with the Owner to check conformance of the Work with the requirements of the Contract Documents and to verify the accuracy and completeness of the list submitted by the Contractor of Work to be completed or corrected.

§ 3.6.6.3 When Substantial Completion has been achieved, the Architect shall inform the Owner about the balance of the Contract Sum remaining to be paid the Contractor, including the amount to be retained from the Contract Sum, if any, for final completion or correction of the Work.

§ 3.6.6.4 The Architect shall forward to the Owner the following information received from the Contractor: (1) consent of surety or sureties, if any, to reduction in or partial release of retainage or the making of final payment; (2) affidavits, receipts, releases and waivers of liens, or bonds indemnifying the Owner against liens; and (3) any other documentation required of the Contractor under the Contract Documents.

§ 3.6.6.5 Prior to the expiration of one year from the date of Substantial Completion, the Architect shall, without additional compensation, conduct a meeting with the Owner to review the facility operations and performance.

ARTICLE 4 SUPPLEMENTAL AND ADDITIONAL SERVICES

§ 4.1 Supplemental Services

N/A

(Table deleted)

(Paragraphs deleted)

§ 4.1.2 Description of Supplemental Services

§ 4.1.2.1 A description of each Supplemental Service identified in Section 4.1.1 as the Architect's responsibility is provided below.

(Describe in detail the Architect's Supplemental Services identified in Section 4.1.1 or, if set forth in an exhibit, identify the exhibit. The AIA publishes a number of Standard Form of Architect's Services documents that can be included as an exhibit to describe the Architect's Supplemental Services.)

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N/A

§ 4.1.2.2 A description of each Supplemental Service identified in Section 4.1.1 as the Owner's responsibility is provided below.

(Describe in detail the Owner's Supplemental Services identified in Section 4.1.1 or, if set forth in an exhibit, identify the exhibit.)

N/A

(Paragraph deleted)

§ 4.2 Architect's Additional Services

The Architect may provide Additional Services after execution of this Agreement without invalidating the Agreement. Except for services required due to the fault of the Architect, any Additional Services provided in accordance with this Section 4.2 shall entitle the Architect to compensation pursuant to Section 11.3 and an appropriate adjustment in the Architect's schedule.

§ 4.2.1 Upon recognizing the need to perform the following Additional Services, the Architect shall notify the Owner with reasonable promptness and explain the facts and circumstances giving rise to the need. The Architect shall not proceed to provide the following Additional Services until the Architect receives the Owner's written authorization:

.1 Services necessitated by a change in the Initial Information, previous instructions or approvals given by the Owner, or a material change in the Project including size, quality, complexity, the Owner's schedule or budget for Cost of the Work, or procurement or delivery method;

.2 Services necessitated by the enactment or revision of codes, laws, or regulations, including changing or editing previously prepared Instruments of Service;

.3 Changing or editing previously prepared Instruments of Service necessitated by official interpretations of applicable codes, laws or regulations that are either (a) contrary to specific interpretations by the applicable authorities having jurisdiction made prior to the issuance of the building permit, or (b) contrary to requirements of the Instruments of Service when those Instruments of Service were prepared in accordance with the applicable standard of care;

.4 Services necessitated by decisions of the Owner not rendered in a timely manner or any other failure of performance on the part of the Owner or the Owner's consultants or contractors;

(Paragraphs deleted)

.5 Preparation for, and attendance at, a dispute resolution proceeding or legal proceeding, except where the Architect is party thereto; or

.6 Consultation concerning replacement of Work resulting from fire or other cause during construction.

§ 4.2.2 To avoid delay in the Construction Phase, the Architect shall provide the following Services,

.1 Reviewing a Contractor's submittal out of sequence from the submittal schedule approved by the Architect;

.2 Responding to the Contractor's requests for information that are not prepared in accordance with the Contract Documents or where such information is available to the Contractor from a careful study and comparison of the Contract Documents, field conditions, other Owner-provided information, Contractor-prepared coordination drawings, or prior Project correspondence or documentation;

.3 Preparing Change Orders and Construction Change Directives that require evaluation of Contractor's proposals and supporting data, or the preparation or revision of Instruments of Service;

.4 Evaluating an extensive number of Claims as the Initial Decision Maker; or,

.5 Evaluating substitutions proposed by the Owner or Contractor and making subsequent revisions to Instruments of Service resulting therefrom.

§ 4.2.3 The Architect shall provide Construction Phase Services exceeding the limits set forth below as Additional Services. When the limits below are reached, the Architect shall notify the Owner:

.1 Three (3) reviews of each Shop Drawing, Product Data item, sample and similar submittals of the Contractor;

.2 One (1) visits to the site by the Architect during construction every two (2) weeks based on progress of Progress of the work;

.3 Three (3) inspections for any portion of the Work to determine whether such portion of the Work is substantially complete in accordance with the requirements of the Contract Documents;

.4 Three (3) inspections for any portion of the Work to determine final completion; and

.5 Conduct every other week progress meetings with Contractor, Consultants and the Owner, including the Architect's Consultant's during Construction Phase.

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§ 4.2.4 Except for services required under Section 3.6.6.5 and those services that do not exceed the limits set forth in Section 4.2.3, Construction Phase Services provided more than 60 days after (1) the date of Substantial Completion of the Work or (2) the initial date of Substantial Completion identified in the agreement between the Owner and Contractor, whichever is earlier, shall be compensated as Additional Services to the extent the Architect incurs additional cost in providing those Construction Phase Services.

§ 4.2.5 If the services covered by this Agreement have not been completed within twelve (12) months of the date of this Agreement, through no fault of the Architect, extension of the Architect's services beyond that time shall be compensated as Additional Services.

ARTICLE 5 OWNER'S RESPONSIBILITIES

§ 5.1 Unless otherwise provided for under this Agreement, the Owner shall provide information in a timely manner regarding requirements for and limitations on the Project, including a written program, which shall set forth the Owner's objectives; schedule; constraints and criteria, including space requirements and relationships; flexibility; expandability; special equipment; systems; and site requirements.

§ 5.2 The Owner shall establish the Owner's budget for the Project, including (1) the budget for the Cost of the Work as defined in Section 6.1; (2) the Owner's other costs; and, (3) reasonable contingencies related to all of these costs. The Owner shall update the Owner's budget for the Project as necessary throughout the duration of the Project until final completion. If the Owner significantly increases or decreases the Owner's budget for the Cost of the Work, the Owner shall notify the Architect. The Owner and the Architect shall thereafter agree to a corresponding change in the Project's scope and quality.

§ 5.3 The Owner shall identify a representative authorized to act on the Owner's behalf with respect to the Project. The Owner shall render decisions and approve the Architect's submittals in a timely manner in order to avoid unreasonable delay in the orderly and sequential progress of the Architect's services.

§ 5.4 The Owner shall furnish surveys to describe physical characteristics, legal limitations and utility locations for the site of the Project, and a written legal description of the site. The surveys and legal information shall include, as applicable, grades and lines of streets, alleys, pavements and adjoining property and structures; designated wetlands; adjacent drainage; rights-of-way, restrictions, easements, encroachments, zoning, deed restrictions, boundaries and contours of the site; locations, dimensions, and other necessary data with respect to existing buildings, other improvements and trees; and information concerning available utility services and lines, both public and private, above and below grade, including inverts and depths.

§ 5.5 The Owner shall furnish services of geotechnical engineers, which may include test borings, test pits, determinations of soil bearing values, percolation tests, evaluations of hazardous materials, seismic evaluation, ground corrosion tests and resistivity tests, including necessary operations for anticipating subsoil conditions, with written reports and appropriate recommendations.

§ 5.6 The Owner shall provide the Supplemental Services designated as the Owner's responsibility in Section 4.1.1.

§ 5.7 If the Owner identified a Sustainable Objective in Article 1, the Owner shall fulfill its responsibilities as required in AIA Document E204™–2017, Sustainable Projects Exhibit, attached to this Agreement.

§ 5.8 The Owner shall coordinate the services of its own consultants with those services provided by the Architect. Upon the Architect's request, the Owner shall furnish copies of the scope of services in the contracts between the Owner and the Owner's consultants. The Owner shall furnish the services of consultants other than those designated as the responsibility of the Architect in this Agreement, or authorize the Architect to furnish them as an Additional Service, when the Architect requests such services and demonstrates that they are reasonably required by the scope of the Project. The Owner shall require that its consultants and contractors maintain insurance, including professional liability insurance, as appropriate to the services or work provided.

§ 5.9 The Owner shall furnish tests, inspections and reports required by law or the Contract Documents, such as structural, mechanical, and chemical tests, tests for air and water pollution, and tests for hazardous materials unless otherwise specified.

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§ 5.10 The Owner shall furnish all legal, insurance and accounting services, including auditing services, that may be reasonably necessary at any time for the Project to meet the Owner's needs and interests. The Owner shall not provide Legal, Accounting and/or Insurance services for Architect, Contractor or others.

§ 5.11 The Owner shall provide prompt written notice to the Architect if the Owner becomes aware of any fault or defect in the Project, including errors, omissions or inconsistencies in the Architect's Instruments of Service. This provision does not release the Architect from its primary responsibility for content of the instruments of Service as defined in paragraph 7.2.

§ 5.12 The Owner shall include the Architect in all communications with the Contractor that relate to or affect the Architect's services or professional responsibilities. The Owner shall promptly notify the Architect of the substance of any direct communications between the Owner and the Contractor otherwise relating to the Project. Communications by and with the Architect's consultants shall be through the Architect.

§ 5.13 Before executing the Contract for Construction, the Owner shall coordinate the Architect's duties and responsibilities set forth in the Contract for Construction with the Architect's services set forth in this Agreement. The Owner shall provide the Architect a copy of the executed agreement between the Owner and Contractor, including the General Conditions of the Contract for Construction.

§ 5.14 The Owner shall provide the Architect access to the Project site prior to commencement of the Work and shall obligate the Contractor to provide the Architect access to the Work wherever it is in preparation or progress.

§ 5.15 Within fifteen (15) days after receipt of a written request from the Architect, the Owner shall furnish the requested information as necessary and relevant for the Architect to evaluate, give notice of, or enforce lien rights.

ARTICLE 6 COST OF THE WORK

§ 6.1 For purposes of this Agreement, the Cost of the Work shall be the total cost to the Owner to construct all elements of the Project designed or specified by the Architect and shall include contractors' general conditions costs, overhead and profit. The Cost of the Work also includes the reasonable value of labor, materials, and equipment, donated to, or otherwise furnished by, the Owner as negotiated. The Cost of the Work does not include the compensation of the Architect; the costs of the land, rights-of-way, or financing changes in the Work; or other costs that are the responsibility of the Owner.

§ 6.2 The Owner's budget for the Cost of the Work is provided in Initial Information, and shall be adjusted throughout the Project as required under Sections 5.2, 6.4 and 6.5. Evaluations of the Owner's budget for the Cost of the Work, and the preliminary estimate of the Cost of the Work and updated estimates of the Cost of the Work, prepared by the Architect, represent the Architect's judgment as a design professional. It is recognized, however, that neither the Architect nor the Owner has control over the cost of labor, materials, or equipment; the Contractor's methods of determining bid prices; or competitive bidding, market, or negotiating conditions. Accordingly, the Architect cannot and does not warrant or represent that bids or negotiated prices will not vary from the Owner's budget for the Cost of the Work, or from any estimate of the Cost of the Work, or evaluation, prepared or agreed to by the Architect.

§ 6.3 In preparing estimates of the Cost of Work, the Architect shall be permitted to include contingencies for design, bidding, and price escalation; to determine what materials, equipment, component systems, and types of construction are to be included in the Contract Documents; to recommend reasonable adjustments in the program and scope of the Project; and to include design alternates as may be necessary to adjust the estimated Cost of the Work to meet the Owner's budget. The Architect's estimate of the Cost of the Work shall be based on current area, volume or similar conceptual estimating techniques. If the Owner requires a detailed estimate of the Cost of the Work, the Architect shall provide such an estimate, if identified as the Architect's responsibility in Section 4.1.1, as a Supplemental Service.

§ 6.4 If, through no fault of the Architect, the Procurement Phase has not commenced within ninety (90) days after the Architect submits the Construction Documents to the Owner, the Owner's budget for the Cost of the Work shall be adjusted to reflect changes in the general level of prices in the applicable construction market.

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§ 6.5 If at any time the Architect's estimate of the Cost of the Work exceeds the Owner's budget for the Cost of the Work, the Architect shall make appropriate recommendations to the Owner to adjust the Project's size, quality, or budget for the Cost of the Work, and the Owner shall cooperate with the Architect in making such adjustments.

§ 6.6 If the Owner's budget for the Cost of the Work at the conclusion of the Construction Documents Phase Services is exceeded by the lowest bona fide bid or negotiated proposal, the Owner shall

.1 give written approval of an increase in the budget for the Cost of the Work;
.2 authorize rebidding or renegotiating of the Project within a reasonable time;
.3 terminate in accordance with Section 9.5;
.4 in consultation with the Architect, revise the Project program, scope, or quality as required to reduce the Cost of the Work; or,
.5 implement any other mutually acceptable alternative.

§ 6.7 If the Owner chooses to proceed under Section 6.6.4, the Architect shall modify the Construction Documents as necessary to comply with the Owner's budget for the Cost of the Work at the conclusion of the Construction Documents Phase Services, or the budget as adjusted under Section 6.6.1. If the Owner requires the Architect to modify the Construction Documents because the lowest bona fide bid or negotiated proposal exceeds the Owner's budget for the Cost of the Work due to market conditions the Architect could not reasonably anticipate, the Owner shall compensate the Architect for the modifications as an Additional Service pursuant to Section 11.3; otherwise the Architect's services for modifying the Construction Documents shall be without additional compensation. In any event, the Architect's modification of the Construction Documents shall be the limit of the Architect's responsibility under this Article 6.

ARTICLE 7 COPYRIGHTS AND LICENSES

§ 7.1 The Architect and the Owner warrant that in transmitting Instruments of Service, or any other information, the transmitting party is the copyright owner of such information or has permission from the copyright owner to transmit such information for its use on the Project.

§ 7.2 The Architect and the Architect's consultants shall be deemed the authors and owners of their respective Instruments of Service, including the Drawings and Specifications, and shall retain all common law, statutory and other reserved rights, including copyrights. Submission or distribution of Instruments of Service to meet official regulatory requirements or for similar purposes in connection with the Project is not to be construed as publication in derogation of the reserved rights of the Architect and the Architect's consultants.

§ 7.3 The Architect grants to the Owner a nonexclusive license to use the Architect's Instruments of Service solely and exclusively for purposes of constructing, using, maintaining, altering and adding to the Project, provided that the Owner substantially performs its obligations under this Agreement, including prompt payment of all sums due pursuant to Article 9 and Article 11. The Architect shall obtain similar nonexclusive licenses from the Architect's consultants consistent with this Agreement. The license granted under this section permits the Owner to authorize the Contractor, Subcontractors, Sub-subcontractors, and suppliers, as well as the Owner's consultants and separate contractors, to reproduce applicable portions of the Instruments of Service, subject to any protocols established pursuant to Section 1.3, solely and exclusively for use in performing services or construction for the Project. If the Architect rightfully terminates this Agreement for cause as provided in Section 9.4, the license granted in this Section 7.3 shall terminate.

§ 7.3.1 In the event the Owner uses the Instruments of Service without retaining the authors of the Instruments of Service, the Owner releases the Architect and Architect's consultant(s) from all claims and causes of action arising from such uses. The Owner, to the extent permitted by law, further agrees to indemnify and hold harmless the Architect and its consultants from all costs and expenses, including the cost of defense, related to claims and causes of action asserted by any third person or entity to the extent such costs and expenses arise from the Owner's use of the Instruments of Service under this Section 7.3.1. The terms of this Section 7.3.1 shall not apply if the Owner rightfully terminates this Agreement for cause under Section 9.4.

§ 7.4 Except for the licenses granted in this Article 7, no other license or right shall be deemed granted or implied under this Agreement. The Owner shall not assign, delegate, sublicense, pledge or otherwise transfer any license granted herein to another party without the prior written agreement of the Architect. Any unauthorized use of the

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Instruments of Service shall be at the Owner's sole risk and without liability to the Architect and the Architect's consultants.

§ 7.5 Except as otherwise stated in Section 7.3, the provisions of this Article 7 shall survive the termination of this Agreement.

ARTICLE 8 CLAIMS AND DISPUTES

§ 8.1 General

§ 8.1.1 The Owner and Architect shall commence all claims and causes of action against the other and arising out of or related to this Agreement, whether in contract, tort, or otherwise, in accordance with the requirements of the binding dispute resolution method selected in this Agreement and within the period specified by applicable law, but in any case not more than 10 years after the date of Substantial Completion of the Work. The Owner and Architect waive all claims and causes of action not commenced in accordance with this Section 8.1.1.

§ 8.1.2 To the extent damages are covered by property insurance, the Owner and Architect waive all rights against each other and against the contractors, consultants, agents, and employees of the other for damages, except such rights as they may have to the proceeds of such insurance as set forth in AIA Document A201–2017, General Conditions of the Contract for Construction. The Owner or the Architect, as appropriate, shall require of the contractors, consultants, agents, and employees of any of them, similar waivers in favor of the other parties enumerated herein.

§ 8.1.3 The Architect and Owner waive consequential damages for claims, disputes, or other matters in question, arising out of or relating to this Agreement. This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination of this Agreement, except as specifically provided in Section 9.7.

(Paragraphs deleted)

§ 8.1.4 The method of binding dispute resolution shall be litigation in a court of competent jurisdiction.

§ 8.1.5 Consultant 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 Consultant'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.

ARTICLE 9 TERMINATION OR SUSPENSION

§ 9.1 If the Owner fails to make payments to the Architect in accordance with this Agreement, such failure shall be considered substantial nonperformance and cause for termination or, at the Architect's option, cause for suspension of performance of services under this Agreement. If the Architect elects to suspend services, the Architect shall give seven days' written notice to the Owner before suspending services. In the event of a suspension of services, the Architect shall have no liability to the Owner for delay or damage caused the Owner because of such suspension of services. Before resuming services, the Owner shall pay the Architect all sums due prior to suspension and any expenses incurred in the interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted.

§ 9.2 If the Owner suspends the Project, the Architect shall be compensated for services performed prior to notice of such suspension. When the Project is resumed, the Architect shall be compensated for expenses incurred in the interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted.

§ 9.3 If the Owner suspends the Project for more than 90 cumulative days for reasons other than the fault of the Architect, the Architect may terminate this Agreement by giving not less than seven days' written notice.

§ 9.4 Either party may terminate this Agreement upon not less than seven days' written notice should the other party fail substantially to perform in accordance with the terms of this Agreement through no fault of the party initiating the termination.

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§ 9.5 The Owner may terminate this Agreement upon not less than seven days' written notice to the Architect for the Owner's convenience and without cause.

§ 9.6 If the Owner terminates this Agreement for its convenience pursuant to Section 9.5, or the Architect terminates this Agreement pursuant to Section 9.3, the Owner shall compensate the Architect for services performed prior to termination, Reimbursable Expenses incurred, and costs attributable to termination, including the costs attributable to the Architect's termination of consultant agreements. Cost attributable to termination do not include anticipated profit on the value of services not performed by the Architect and his consultants.

§ 9.7 In addition to any amounts paid under Section 9.6, if the Owner terminates this Agreement for its convenience pursuant to Section 9.5, or the Architect terminates this Agreement pursuant to Section 9.3, the Owner shall pay to the Architect the following fees:
(Set forth below the amount of any termination or licensing fee, or the method for determining any termination or licensing fee.)

.1 Termination Fee:

$0.00

.2 Licensing Fee if the Owner intends to continue using the Architect's Instruments of Service:

N/A

§ 9.8 Except as otherwise expressly provided herein, this Agreement shall terminate one year from the date of Substantial Completion.

§ 9.9 The Owner's rights to use the Architect's Instruments of Service in the event of a termination of this Agreement are set forth in Article 7 and Section 9.7.

ARTICLE 10 MISCELLANEOUS PROVISIONS

§ 10.1 This Agreement shall be governed by the law of the State of Alabama.

§ 10.2 Terms in this Agreement shall have the same meaning as those in AIA Document A201–2017, General Conditions of the Contract for Construction, including the Owner's then-current modifications which may be obtained from the Owner's Architectural Engineering Department Office.

§ 10.3 The Owner and Architect, respectively, bind themselves, their agents, successors, assigns, and legal representatives to this Agreement. Neither the Owner nor the Architect shall assign this Agreement without the written consent of the other, except that the Owner may assign this Agreement to a lender providing financing for the Project if the lender agrees to assume the Owner's rights and obligations under this Agreement, including any payments due to the Architect by the Owner prior to the assignment.

§ 10.4 If the Owner requests the Architect to execute certificates, the proposed language of such certificates shall be submitted to the Architect for review at least 14 days prior to the requested dates of execution. If the Owner requests the Architect to execute consents reasonably required to facilitate assignment to a lender, the Architect shall execute all such consents that are consistent with this Agreement, provided the proposed consent is submitted to the Architect for review at least 14 days prior to execution. The Architect shall not be required to execute certificates or consents that would require knowledge, services, or responsibilities beyond the scope of this Agreement.

§ 10.5 Nothing contained in this Agreement shall create a contractual relationship with, or a cause of action in favor of, a third party against either the Owner or Architect.

§ 10.6 Unless otherwise required in this Agreement, the Architect shall have no responsibility for the discovery, presence, handling, removal or disposal of, or exposure of persons to, hazardous materials or toxic substances in any form at the Project site.

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§ 10.7 The Architect shall have the right to include photographic or artistic representations of the design of the Project among the Architect's promotional and professional materials. The Architect shall be given reasonable access to the completed Project to make such representations. However, the Architect's materials shall not include the Owner's confidential or proprietary information. The Owner shall provide professional credit for the Architect in the Owner's promotional materials for the Project. This Section 10.7 shall survive the termination of this Agreement unless the Owner terminates this Agreement for cause pursuant to Section 9.4.

§ 10.8 If the Architect or Owner receives information specifically designated as "confidential" or "business proprietary," the receiving party shall keep such information strictly confidential and shall not disclose it to any other person except as set forth in Section 10.8.1. This Section 10.8 shall survive the termination of this Agreement.

§ 10.8.1 The receiving party may disclose "confidential" or "business proprietary" information after 7 days' notice to the other party, when required by law, arbitrator's order, or court order, including a subpoena or other form of compulsory legal process issued by a court or governmental entity, or to the extent such information is reasonably necessary for the receiving party to defend itself in any dispute. The receiving party may also disclose such information to its employees, consultants, or contractors in order to perform services or work solely and exclusively for the Project, provided those employees, consultants and contractors are subject to the restrictions on the disclosure and use of such information as set forth in this Section 10.8.

§ 10.9 The invalidity of any provision of the Agreement shall not invalidate the Agreement or its remaining provisions. If it is determined that any provision of the Agreement violates any law, or is otherwise invalid or unenforceable, then that provision shall be revised to the extent necessary to make that provision legal and enforceable. In such case the Agreement shall be construed, to the fullest extent permitted by law, to give effect to the parties' intentions and purposes in executing the Agreement.

§ 10.10 CDC/NIH Covid-19 Guidelines are in effect through contract duration. The Consultant shall adhere to current guidelines as directed by the City. All Consultant's personnel, Sub-Consultants, and others shall wear a face mask/ face covering at all times while in a City of Mobile Building, adhere to current social distancing guidelines, and note that temperature checks may be conducted.

ARTICLE 11 COMPENSATION

§ 11.1 For the Architect's Basic Services described under Article 3, the Owner shall compensate the Architect as follows:

.1 Stipulated Sum
(Insert amount)

The sum of Sixty-Nine Thousand Nine Hundred and 00/100 Dollars ($69,900.00) as outlined below:

Design (Water Intrusion)	$40,620.00
CA Site Visits	$6,600.00
Design (Prep and Paint)	$13,480.00
CA Site Visits	$4,200.00
Survey/Testing	$5,000.00

.2 Percentage Basis
(Insert percentage value)

N/A ( ) % of the Owner's budget for the Cost of the Work, as calculated in accordance with Section 11.6.

.3 Other
(Describe the method of compensation)

N/A

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§ 11.2 For the Architect's Supplemental Services designated in Section 4.1.1 and for any Sustainability Services required pursuant to Section 4.1.3, the Owner shall compensate the Architect as follows:
(Insert amount of, or basis for, compensation. If necessary, list specific services to which particular methods of compensation apply.)

N/A

§ 11.3 For Additional Services that may arise during the course of the Project, including those under Section 4.2, the Owner shall compensate the Architect as follows:
(Insert amount of, or basis for, compensation.)

To be negotiated based on Architect's and/or Architect's Consultants hourly rates but, in no case shall the fee percentage of the extra work exceed the fee schedules established by the Alabama Building Commission for a Group III building, or another Group as noted, for total cost of the work.

§ 11.4 Compensation for Supplemental and Additional Services of the Architect's consultants when not included in Section 11.2 or 11.3, shall be the amount invoiced to the Architect plus zero percent (0%), or as follows:
(Insert amount of, or basis for computing, Architect's consultants' compensation for Supplemental or Additional Services.)

§ 11.5 When compensation identified in Section 11.1 is on a percentage basis, progress payments for each phase of Basic Services shall be calculated by multiplying the percentages identified in this Article by the Owner's most recent budget for the Cost of the Work. Compensation paid in previous progress payments shall not be adjusted based on subsequent updates to the Owner's budget for the Cost of the Work.
(Table deleted)
§ 11.5.1 When compensation is on a percentage basis and any portions of the Project are deleted or otherwise not constructed, compensation for those portions of the Project shall be payable to the extent services are performed on those portions. The Architect shall be entitled to compensation in accordance with the Agreement for all services performed whether or not the Construction Phase is commenced.

§ 11.6 The hourly billing rates for services of the Architect and the Architect's consultants are set forth below. The rates shall be adjusted in accordance with the Architect's and Architect's consultants' normal review practices.
(If applicable, attach an exhibit of hourly billing rates or insert them below.)
See Exhibit A
(Paragraph deleted)
§ 11.7
(Paragraphs deleted)
Compensation for Reimbursable Expenses
§ 11.7.1 Reimbursable Expenses are in addition to compensation for Basic, Supplemental, and Additional Services and include expenses incurred by the Architect and the Architect's consultants directly related to the Project, as follows:

N/A

§ 11.7.2 For Reimbursable Expenses the compensation shall be the expenses incurred by the Architect and the Architect's consultants plus zero percent (0 %) of the expenses incurred.

§ 11.8 Payments to the Architect
§ 11.8.1
(Paragraphs deleted)
Progress Payments
(Paragraphs deleted)
§ 11.8.1.1 Payments for services shall be made monthly in proportion to services performed. Payments are due and payable upon presentation of the Architect's invoice. Construction Phase payments shall be monthly based upon percentage of completion.
(Insert rate of monthly or annual interest agreed upon.)

0 % zero percent

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§ 11.8.2.2 The Owner shall not withhold amounts from the Architect's compensation to impose a penalty or liquidated damages on the Architect, or to offset sums requested by or paid to contractors for the cost of changes in the Work, unless the Architect agrees or has been found liable for the amounts in a binding dispute resolution proceeding.

§ 11.8.2.3 Records of Reimbursable Expenses, expenses pertaining to Supplemental and Additional Services, and services performed on the basis of hourly rates shall be available to the Owner at mutually convenient times.

ARTICLE 12 SPECIAL TERMS AND CONDITIONS

Special terms and conditions that modify this Agreement are as follows:
(Include other terms and conditions applicable to this Agreement.)

.1 The Architect and the Architect's Consultants shall perform Construction Contract Administration Services Consistent with the General Conditions specified in the AIA Documents, including the Owner's then-current modifications and the Owner's Supplemental Conditions of the Construction Contract, current as of the date of this agreement both of which may be obtained from the Owner's Architectural Engineering Department.

.2 The Architect shall provide the final estimate for construction cost, complete set of drawings, project manual, and addenda in electronic format along with certification of the bids and recommendation for contract award.

.3 Drawings shall be in AutoCad Version 14 or later. Project Manual shall be in Microsoft Word version 97 or later. Estimates to be Microsoft Excel 97 or later. Both should be turned over to Owner at the end of Construction Phase.

.4 Architects shall assist in making permitting application to Authorities having jurisdiction as per Article 3.4.2 of this document.

ARTICLE 13 SCOPE OF THE AGREEMENT

§ 13.1 This Agreement represents the entire and integrated agreement between the Owner and the Architect and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both the Owner and Architect.

§ 13.2 This Agreement is comprised of the following documents identified below:

.1 AIA Document B101™–2017, Standard Form Agreement Between Owner and Architect:
   a. Proposal for Architectural Services, Exhibit A
   b. Architect's Certificate of Insurance with Endorsements
   c. Architect's E-Verify Documentation
   d. Architect's Subconsulting Plan for Disadvantaged Business Enterprises

.2 AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, dated as indicated below:
(Insert the date of the E203-2013 incorporated into this agreement.)

N/A

.4 Other documents:
(List other documents, if any, forming part of the Agreement.)

N/A

ARTICLE 14 NON DISCRIMATION

§14.1 Consultant shall comply with all Federal, State and local laws concerning nondiscrimination, including but not limited to City of Mobile Ordinance No 14-034 which requires, inter alia, that all contractors performing work for the City of Mobile not discriminate on the basis of race, creed, color, national origin or disability require that all subcontractors they engage do the same, and make every reasonable effort to assure that fifteen (15) percent of the work performed under contract be awarded to socially and economically disadvantaged individuals and business entities.

Init. /

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User Notes: (1147695949)

ARTICLE 15 IMMIGRATION LAW

§ 15.1 By signing this contract, the contracting parties affirm, for the duration of the agreement, that they will not violate federal immigration law or knowingly employ, hire for employment, or continue to employ an unauthorized alien within the State of Alabama. 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.

ARTICLE 16 PUBLIC CONTRACTS WITH ENTITIES ENGAININ IN CERTAIN BOYCOTT ACTIVITIES

§ 16.1 By signing this contract, the Consultant further 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.

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User Notes: (1147695949)

This Agreement entered into as of the day and year first written above.

City of Mobile

OWNER *(Signature)*

William S. Stimpson, Mayor
(Printed name and title)

Legal Name of Party to Contract-Consultant
TAG/The Architects Group, Inc.

ARCHITECT *(Signature)*

R. Ronald Taylor, AIA, Principal
(Printed name, title, and license number, if required)

ATTEST

City Clerk

STATE OF ALABAMA
COUNTY OF MOBILE
Before me, the undersigned a Notary Public in and for said County and State, personally appeared Ronnie Taylor as President of The Architects Group, Inc. and after being duly sworn, did depose and say that he, as such officer and with full authority, signed the above and foregoing voluntarily as the act of said corporation on the day the same bears date.
Sworn to and subscribed for me this 28th day of July, 2021.

NOTARY PUBLIC
My Commission Expires:

JANICE JENKINS
My Commission Expires
May 18, 2024

Init.

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User Notes:
(1147695949)

TAG
ARCHITECTS

Friday 21 May, 2021

Mr. David Krumrey, Program Director
Program/Construction Management, Volkert, Inc.
205 Government St.
Mobile, AL 36644

Re: Mobile Convention Center: Water Intrusion, Exterior Cleaning, Painting
City of Mobile, Alabama

Dear David:
We appreciate the opportunity to provide Architectural Design Services to the City of Mobile for the above project. The project consists of the following:

Provide Investigations, Documentation, Contract Bidding Assistance to the City of Mobile and Construction Administration Services for work and repairs required due to the effects of Deferred Maintenance. Generally, the work will provide for remediation of conditions identified by the City of Mobile as areas or points of water intrusion; replacement of exterior sealant materials exhibiting failure or end of service life; and providing cleaning and painting to exterior surface and finish conditions which have deteriorated and no longer present as visually appealing. A detailed listing of work areas and limitations of work are enumerated and described in the Fee Proposal and Scope of Work provided and attached to the contract. Permitting assistance is included.

Our basis of agreement with the City of Mobile is expected to be AIA Document B101-2017, Standard Form of Agreement Between Owner and Architect, or similar mutually acceptable agreement.

We propose to provide these services for the lump sum fee of $69,900.00. We acknowledge and understand that the project funds allocated for this work are limited to less than $1,000,000.00, inclusive of the design fee. The schedule for the development of this project will be as agreed upon mutually.

Again, we appreciate being selected to work with the City of Mobile and look forward to a successful project for the Mobile Convention Center.

Sincerely,
TAG/THE ARCHITECTS GROUP, INC.

Robert Ronald Taylor, AIA
RRT/mz

The Architects Group, Inc. 710 Downtowner Boulevard Mobile, AL 36609 (251) 343-1811

FEE PROPOSAL

Mobile Convention Center: Water Intrusion, Exterior Cleaning, Painting

City of Mobile, Alabama

Fee Proposal Based on Attached Scope of Work, dated May 21, 2021, and Information Provided by City of Mobile.

Revision #3

5/21/2021

DESIGN	est hours	cost/hr	design NTE	Investigative Assistance and Testing Contingency**
Water intrusion				
Survey/testing	50	$150	$7,500	$4,000 remove cmu
Documentation for bidding	75	$120	$9,000	
Office CA during Construction*	30	$150	$4,500	
Cleaning of Masonry and unpainted surfaces				
Survey/testing	20	$150	$3,000	
Documentation for bidding	48	$120	$5,760	
Office CA during Construction*	30	$150	$4,500	
Cleaning ONLY of Painted surfaces				
Survey	8	$150	$1,200	$0 test patch
Documentation for bidding	18	$120	$2,160	
Office CA during Construction*	20	$150	$3,000	
			$40,620	$4,000 NTE

CA Site Visits*	durations			ca NTE
Water intrusion repairs =	60 days			
Cleaning unpainted surfaces=	90 days			
Total time	150	21 weeks		
Average 1 site visit every Two weeks=				
11 Total visits at 4 hr/visit		44	$150	$6,600
			TOTAL NTE	$51,220

Time frames for Documentation and Bidding are based on:

1. New detailing and drawings provided as necessary to supplement existing drawings.
2. Issuing of existing documents with explanatory notes.
3. Bidders will be required to visit site as part of developing their scope and means of access

add for painting

DESIGN Prep and Paint	est hours	cost/hr	design NTE	testing contingency
Preparation and Painting of Painted surfaces				
Survey/testing	20	$150	$3,000	$1,000 test patch
Documentation for bidding	54	$120	$6,480	
Office CA during Construction*	20	$150	$3,000	
			$13,480	$1,000 NTE

CA Site Visits*	durations			ca NTE
Prep Painted =	45 days			
Painting =	45 days			
Total time	90	13 weeks		
Average 1 site visit every Two weeks=				
7 Total visits @ 4 hr/visit		28	$150	$4,200
			TOTAL NTE	$18,680
			GRAND TOTAL ALL	$69,900

***CA Site Visits** are limited to the number of visits indicated. Additional site visits requested by the Owner or Contractor shall be paid as an additional service at rate indicated for such Work.

****Refer to Scope of Work Attachment*** for recommended Investigative Assistance and Testing. Total cost related to the defined assistance will exceed the Contingency Allowance listed. It is assumed that the City of Mobile will be able to provide much of this Assistance.

Bridge Connector: Work associated with Bridge Connector is not included in this Proposal or Scope of Work.

Alabama Secretary of State

The Architects Group, Inc.	
Entity ID Number	001 - 202
Entity Type	Domestic Corporation
Principal Address	MOBILE, AL
Principal Mailing Address	Not Provided
Status	Exists
Place of Formation	Mobile County
Formation Date	06/25/1971
Registered Agent Name	BARR, DAVID M
Registered Office Street Address	710 DOWNTOWNER BLVD MOBILE, AL 36609
Registered Office Mailing Address	Not Provided
Nature of Business	ARCHITECTURE
Capital Authorized	$2,000
Capital Paid In	$1,000
Incorporators	
Incorporator Name	MCARTHUR, JOHN A JR
Incorporator Street Address	Not Provided
Incorporator Mailing Address	Not Provided
Incorporator Name	LETSON, WILLIAM F
Incorporator Street Address	Not Provided
Incorporator Mailing Address	Not Provided
Incorporator Name	SHEPHERD, THOMAS G
Incorporator Street Address	Not Provided
Incorporator Mailing Address	Not Provided
Incorporator Name	FADDIS, EDWARD L
Incorporator Street Address	Not Provided
Incorporator Mailing Address	Not Provided
Incorporator Name	GANDLER, HARVEY M
Incorporator Street Address	Not Provided
Incorporator Mailing Address	Not Provided
Annual Reports	

The Architects Group, Inc.	
Annual Report information is filed and maintained by the Alabama Department of Revenue. If you have questions about any of these filings, please contact Revenue's Business Privilege Tax Division at 334-242-1170 or www.revenue.alabama.gov. The Secretary of State's Office cannot answer questions about or make changes to these reports.	
Report Year	1988 1989 1990 1991 1992 1993 1994 1995 1996 1997 1998 1999 2000 2001 2002 2003 2004 2005 2006 2007 2008 2009 2010 2011 2012 2013 2014 2015 2016 2017 2018 2019 2020 2021
Transactions	
Transaction Date Probate Office Corrections	09/12/1975 CORRECTED REPORT RECEIVED
Transaction Date Registered Agent Changed From	02/15/2008 * Added
Scanned Documents	
Purchase Document Copies	
Document Date / Type / Pages	02/15/2008 Registered Agent Change 1 pg.

Browse Results | New Search

E-Verify

Company ID Number: 491737

To be accepted as a participant in E-Verify, you should only sign the Employer's Section of the signature page. If you have any questions, contact E-Verify at 888-464-4218.

Employer The Architects Group, Inc.	
Cecile Sparks Name (Please Type or Print)	Title
Electronically Signed Signature	01/18/2012 Date

Department of Homeland Security – Verification Division

Name (Please Type or Print)	Title
Signature	Date

Information Required for the E-Verify Program

Information relating to your Company:

Company Name: The Architects Group, Inc.

Company Facility Address: 710 Downtowner Blvd.
Mobile, AL 36609

Company Alternate Address: P.O. Box 16547
Mobile, AL 36616

County or Parish: MOBILE

Employer Identification Number: 630622691

E-Verify

Company ID Number: 491737

North American Industry Classification Systems Code:	236
Administrator:	
Number of Employees:	10 to 19
Number of Sites Verified for:	1

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

- ALABAMA 1 site(s)

Information relating to the Program Administrator(s) for your Company on policy questions or operational problems:

Name:	Cecile C Sparks		
Telephone Number:	(251) 343 - 1811	Fax Number:	(251) 343 - 1834
E-mail Address:	csparks@tagarchitects.net		
Name:	David M Barr		
Telephone Number:	(251) 343 - 1811	Fax Number:	(251) 343 - 1834
E-mail Address:	dbarr@tagarchitects.net		

Client#: 24991 ARCGR

ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 5/27/2021

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 any rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
Lyon Fry Cadden Ins Agency Inc
P. O. Box 160927
(251) 473-4600
Mobile, AL 36616

CONTACT NAME: Elise Buschmann
PHONE (A/C, No, Ext): 251 473-4600 **FAX (A/C, No):** 251-450-0032
E-MAIL ADDRESS: ebuschmann@lyonfrycadden.com

INSURED
TAG/The Architects Group, Inc.
710 Downtowner Blvd.
Mobile, AL 36609

INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A :	Continental Casualty Company	20443
INSURER B :	Transportation Insurance Company	20494
INSURER C :	AL Self Insured WC Fund	N/A
INSURER D :	Midwest Employers Cas Co	23612
INSURER E :	Aspen American Insurance Company	43460
INSURER F :	National Fire Insurance Co. of Hartford	20478

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 INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY	X	X	2099909862	03/06/2021	03/06/2022	EACH OCCURRENCE	$2,000,000
	CLAIMS-MADE X OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$1,000,000
							MED EXP (Any one person)	$10,000
							PERSONAL & ADV INJURY	$2,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER						GENERAL AGGREGATE	$4,000,000
	POLICY X PRO-JECT LOC						PRODUCTS - COMP/OP AGG	$4,000,000
	OTHER							$
F	AUTOMOBILE LIABILITY	X	X	6024955204	03/06/2021	03/06/2022	COMBINED SINGLE LIMIT (Ea accident)	$1,000,000
	X ANY AUTO						BODILY INJURY (Per person)	$
	OWNED AUTOS ONLY / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	X HIRED AUTOS ONLY / X NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
B	X UMBRELLA LIAB X OCCUR	X	X	5093399737	03/06/2021	03/06/2022	EACH OCCURRENCE	$3,000,000
	EXCESS LIAB CLAIMS-MADE						AGGREGATE	$3,000,000
	DED RETENTION $							$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY		X	WC10003700002021A	01/01/2021	01/01/2022	X PER STATUTE / OTH-ER	
D	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N: N / N/A			PRAL129001	01/01/2021	01/01/2022	E.L. EACH ACCIDENT	$1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$1,000,000
							E.L. DISEASE - POLICY LIMIT	$1,000,000
E	Professional Liab			AAAE10097001	08/15/2020	08/15/2021	$1,000,000 each claim $3,000,000 aggregate	

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

Re: Arthur R. Outlaw Convention Center - Exterior Painting and Repairs; Project No. CN-079-20.
City of Mobile is included as additional insured as respects General Liability, Auto Liability and Umbrella Liability as required by written contract. These coverages are primary and non-contributory with any other insurance in force or which may be purchased by the additional insured. A waiver of subrogation applies in favor of City of Mobile as respects General Liability, Auto Liability, Umbrella and Workers
(See Attached Descriptions)

CERTIFICATE HOLDER

City of Mobile
Architectural Engineering Dept.
P.O. Box 1827
Mobile, AL 36633-1827

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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DESCRIPTIONS (Continued from Page 1)

Compensation/Employers Liability as required by written contract. 30 days notice of cancellation, non renewal or material change applies (except 10 days for non-payment).

OFFICE OF SUPPLIER DIVERSITY

CITY OF MOBILE

Subcontracting and Major Supplier Plan

Contact Office of Supplier Diversity for questions on completing this form.
Via email Archnique.kidd@cityofmobile.org
251.208.7967
205 Government Street, 5th Floor

Bidders and Proposers – Please complete and submit these forms as required by your City of Mobile Bid or Proposal Specification.

If you are submitting a proposal in response to a Request for Qualifications, Request for Proposal, or other solicitation ("Solicitations") issued by the City of Mobile, the bid specification may require you to utilize disadvantaged business enterprise ("DBE") subcontractors and suppliers. If DBE participation is required, you must complete and submit these forms with your proposal. If required, failure to submit this form will render your bid non-responsive. NOTE: To satisfy participation requirements for a federally funded project, you must utilize DBEs certified through the Alabama Unified Certification Program.

If DBE participation is required, and you fail to satisfy the participation requirement, you must show that you made a good faith effort to include such participation; you will be required to submit DBE Compliance Form 2 and include additional information if needed. When so required, failure to address adequately the good faith effort factors on Form 2 will render your bid or proposal non-responsive. The "good faith effort" factors on Form 2 are not intended to be a mandatory, exhaustive, or exclusive.

You are encouraged to work with the City of Mobile Supplier Diversity Manager when preparing this form. Please consult with the City Supplier Diversity Manager for a list of eligible DBEs. The "good faith effort" factors on **Form 2** are not intended to be mandatory, exhaustive, or exclusive; they are a tool to help you, and the City of Mobile, determine whether you made efforts which, by their scope, intensity, and appropriateness to the objective, would reasonably be expected to fulfill the participation requirement.

About **"DBEs"**: Disadvantaged business enterprise or DBE means a for-profit small business concern (1) That is at least 51 percent owned by one or more individuals who are both socially and economically disadvantaged or, in the case of a corporation, in which 51 percent of the stock is owned by one or more such individuals; and (2) whose management and daily business operations are controlled by one or more of the socially and economically disadvantaged individuals who own it.

About **"Good Faith" Effort**: Good faith efforts means efforts to achieve a DBE goal or other requirement of this part which, by their scope, intensity, and appropriateness to the objective, can reasonably be expected to fulfill the program requirement. The City of Mobile expects contractors holding large contracts to recruit and engage DBEs to be a part of their team.

Failure to submit this form, when so required by the bid or proposal specification, will render your bid non-responsive.

OFFICE OF SUPPLIER DIVERSITY

CITY OF MOBILE

Subcontracting and Major Supplier Plan

Contact Office of Supplier Diversity for questions on completing this form.
Via email:Archnique kidd@cityofmobile.org
251.208.7967
205 Government Street, 5th Floor

FORM 1: Background and Plan

Section I. Information about your company

Company	The Architects Group, Inc.
Address	710 Downtowner Blvd. Mobile, AL 36609
Telephone	251.343.1811
E-Mail	rtaylor@tagarchitects.net

RFP/RFQ Solicitation Number	CN-079-20
Project Description	Mobile Convention Center Water Intrusion, Cleaning, Painting
Is your company a DBE company?	Yes ☐ No ☒
Work force demographics	Male 7 Female 3 Minority 1* Non-minority ____ SDVO ____ Total #of Employees 10 *Native American Descent

Subcontractor/Major Supplier Plan submitted by:

Printed Name: Ronnie Taylor

Signature: RT Date: 06/10/2021

Title: President

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

Name: Ronnie Taylor Title: President

Email: rtaylor@tagarchitects.net Phone: 251.343.1811

OFFICE OF SUPPLIER DIVERSITY

CITY OF MOBILE

Subcontracting and Major Supplier Plan

Contact Office of Supplier Diversity for questions on completing this form.
Via email:Archnique.kidd@cityofmobile.org
251.208.7967
205 Government Street, 5th Floor

FORM 1: Background and Plan (Cont'd

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

Please Print Company The Architects Group, Inc Your Bid/Proposal Amount $ 69,900.00 Date: 6/10/2021

251 / 343 / 1811 Description Design/Constr Admin for Exterior Cleaning, Repair, Paint at Mobile Convention Center

Name of Bidder/Proposer: The Architects Group, Inc.

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

Subcontractor or Major Supplier	Phone	Scope of Work to be performed	$$ Value to be Performed	% Of Your Bid Amount	DBE?	Official Verification Only
To be determined	TBD	Investigative Assistance & Testing at In-Place Assemblies	NTE $5,000	7%	TBD	

Form 2: Good Faith Effort Documentation

Name of Bidder: The Architects Group, Inc.

Contact Person: Ronnie Taylor Phone 251.343.1811 Email rtaylor@tagarchitects.net

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

YES ( )	NO ( )	Did you do these suggested areas for DBE recruitment and engagement
-	-	**PRE-BID MEETING(S):** The bidder attended all pre-bid meetings scheduled by the City to inform DBEs of contracting and subcontracting opportunities. NONE SCHEDULED
	X	**CMDBE/ALDOT DBE LIST(S):** The bidder utilized the Office of Supplier Diversity's list or lists of certified through the Alabama Department of Transportation UCP DBE Listing
X		**SMALL CONTRACT(S):** The bidder selected specific portions of the work to be performed by DBEs in order to increase the likelihood of meeting the DBE goals (including breaking down contracts into smaller units to facilitate DBE participation). Consider support services, including insurance, accounting, temporary labor, and transportation, landscaping, and janitorial as potential areas for DBE use.
-	-	**FOLLOW-UP:** The bidder followed-up initial indications of interest by DBEs by contacting those DBEs to determine with certainty if they remained interested in bidding.
-	-	**GOOD FAITH NEGOTIATIONS:** The bidder negotiated in good faith with interested DBEs and did not reject DBEs as unqualified without sound business reasons based on a thorough investigation of their capabilities. Bidders are not expected to engage unqualified subcontractors or subcontractors whose pricing, after negotiation, remains excessive or unreasonable. (Please document qualification deficiencies or unreasonable pricing if it prevented your engagement of specific DBE subcontractors.)
	X	**ADVERTISEMENT:** The bidder advertised in general circulation and/or trade association publications concerning subcontracting opportunities and allowed DBEs reasonable time to respond.
	X	**INTERNET ADVERTISING:** The bidder advertised DBE and/or subcontracting opportunities in the newspaper or other internet portals that are accessible to DBEs and/or potential subcontractors.

CITY OF MOBILE

Subcontracting and Major Supplier Plan

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

CONTRACT RECORDS:
The bidder/proposer has maintained the following records for each DBE that has bid on the subcontracting opportunity:
1. Name, address, email address and telephone number
2. A description of information provided by the bidder/proposer or subcontractor; and
3. A statement of whether an agreement was reached, and if not, why not, including any reasons for concluding that the DBE was unqualified to perform the job.

Section 2(B)

__X__ There are not ways to break out 15% of the value of this contract for subcontractors / suppliers. Provide further detail in Section2(c) if the inability to break-out 15% of the value of the contract was the reason, or a reason, you could not meet the participation requirements.

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

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

Please indicate additional efforts you have taken to recruit and engage DBEs. Specifications will be written to include City of Mobile diversity goals which may be increased or modified at City of Mobile option for the types of work to be described.

CAPITAL CHANGE ORDER APPROVAL FORM

AGENDA NOT REQUIRED

NAME OF CONTRACT: AMENDMENT #1, A. R. OUTLAW CONVENTION CTR - EXTERIOR PAINTING AND REPAIRS

PROJECT LOCATION: 1 SOUTH WATER ST., MOBILE, AL 36602

DEPARTMENT PROJECT NUMBER: CN-079-20

CHANGE ORDER #: ONE (1) **AMOUNT:** $10,000.00 ○ DEDUCT ◉ ADD

CAPITAL CONTRACT NUMBER: 3393

CAPITAL ACCOUNT: C0577 CONVENTION CTR-EXTERIOR PAINTING

VENDOR #: 17750 **VENDOR NAME:** THE ARCHITECTS GROUP, INC. (TAG)

Prepared by: BRENDA PARKER **Date:** 04/29/2024

REVIEWED AND APPROVED BY:

Cassie Boatwright
05/14/2024 10:23 AM
boatwright@cityofmobile.org

Cassie Boatwright
05/14/2024 10:24 AM
boatwright@cityofmobile.org

Shonnda Smith
05/16/2024 09:14 AM
shonnda.smith@cityofmobile.org

Brenda Rhodes
05/16/2024 10:11 AM
brenda.rhodes@cityofmobile.org

Geoffrey Alexander
05/16/2024 04:16 PM
geoffrey.alexander@cityofmobile.org

Ricardo Woods
05/29/2024 12:57 PM
rwoods@cityofmobile.org

AGENDA NOT REQUIRED

CHANGE ORDER REQUEST FORM

CITY OF MOBILE

TO FINANCE DEPT. 2500- FROM A/E DEPT DEPT. 3032

DATE OF REQUEST: 4/25/24

CHANGE ORDER: ■(when money is available in project's budget; from project to contract)

VENDOR NAME: THE ARCHITECTS GROUP, INC (TAG) V#17750

DISTRICT#: Select Item. 2

DEPT. PROJECT#: CN-079-20

REQUEST: Please ADD (+) $ 10,000.00 from Capital Project#/Title:

C0577 CONVENTION CTR-EXTERIOR PAINTING

to contract# 3393 .

Total amount of Change Order: $ 10,000.00

Current contract amount: $69,900.00

Revised contract amount: $79,900.00

Comments: TO AMEND THE AGREEMENT BY THE ABOVE SUM ADDITIONAL

DESIGN SERVICES

BRENDA PARKER

Employee signature

Approval signature

Created by B. Rhodes 3/15/2022

AMENDMENT to AGREEMENT BETWEEN CITY OF MOBILE AS OWNER AND THE ARCHITECTS GROUP, INC. AS CONSULTANT FOR STIPULATED SUM

This Amendment to Agreement is entered into as of the 30 day of May 2024, between the City of Mobile as Owner and The Architects Group, Inc. as Consultant.

WHEREAS, the City of Mobile ("Owner") and The Architects Group, Inc. ("Consultant") entered into an Agreement for professional design services at Arthur R. Outlaw Convention Center – Exterior Painting & Repairs, CN-079-20, dated August 25, 2021 (hereinafter referred to as "Agreement");

WHEREAS, the Owner and Consultant wish to amend the Agreement to provide Additional Design Services pursuant to the proposal dated March 25, 2022, attached hereto and as is hereafter more particularly set forth;

NOW, THEREFORE, for and in consideration of the premises, and intending to be legally bound hereby, the parties do hereby agree as follows:

1. Additional Design Services for Arthur R. Outlaw Convention Center – Exterior Painting & Repairs – re-bidding of the project for receipt of competitive bids, for the final sum of $8,550.00.

3. In Article 11.1, the original Agreement sum of Sixty-Nine Thousand Nine Hundred and 00/100 Dollars ($69,900.00) shall be increased by a sum not to exceed Ten Thousand and 00/100 Dollars ($10,000.00). Therefore, the new Agreement sum shall be Seventy-Eight Thousand Four Hundred Fifty and 00/100 Dollars ($79,900.00).

4. Additional Design Services shall not add any additional days to Section 3.1.1 of the Agreement.

5. 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 hereto.

6. Owner and Consultant each represent and warrant to the other that it has full authority to enter into and perform this Amendment. The persons signing this Amendment on behalf of Owner and Consultant respectively represent and warrant that he or she has the full and complete authority to bind Owner and Consultant, as the case may be, to this Amendment.

7. This Amendment may be executed and delivered in two counterparts, including delivery by facsimile and/or electronic transmission, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

IN WITNESS WHEREOF, each of the undersigned has caused this Amendment to be executed by its officer thereunto duly authorized as of the date first above written.

OWNER: CITY OF MOBILE

By: William S. Stimpson 2024.05.30 09:10:29 -05'00'
William S. Stimpson
Its: Mayor

ATTEST:
City Clerk

CONSULTANT: THE ARCHITECTS GROUP, INC.

By:
Robert Ronald Taylor
Its: President

TAG
ARCHITECTS

ARCHITECTURE
PLANNING
INTERIOR DESIGN

David M. Barr, AIA
R. Ronald Taylor, AIA
Daniel J. Borcicky, AIA
Robert M. Krchak, AIA, LEED AP
Tom Kelly, CFM/LEED AP

Wednesday March 25, 2022 Rev 01

Mr. Gregg Blaize, Facility & Maintenance Director
City of Mobile
205 Government Street
Mobile, AL 36633

VIA EMAIL

Subject: Mobile Convention Center
Exterior Repairs
COM_CN-079-20 REBID
PROPOSAL Rev 01

Dear Gregg:

In accordance with Articles of the Contract we propose the following for Rebid of the subject project. Services would be performed in accordance with Standard Hourly Rates, as attached, for Architect-Principal and Architect 1. The anticipated level of effort is the following:

Estimated hours:

Addendum for Re-Bid	6hrs.
Pre bid Conference 2 people at 3 hrs.	6hrs.
Addendum for Pre-Bid	4hrs.
RFI, etc. response during Re-Bid	16hrs.
Addendum for RFI	24 hrs.
Bid Review after Bid	4hrs.
Bid Negotiation	12hrs.

We estimate the total Fee to not exceed $10,000. Should we become aware that this anticipated level of effort is underestimated, we will notify you immediately.

Sincerely,
TAG/THE ARCHITECTS GROUP, INC.

Robert M. Krchak, AIA

Attachment

The Architects Group/Inc.

710 Downtowner Blvd.
Mobile, Alabama 36609
Phone 251-343-1811
FAX 251-343-1834
www.tagarchitects.net

CAPITAL CONTRACT SUMMARY SHEET

AGENDA ITEM SUMMARY SHEET

Agenda of: March 24, 2026

Submitted by:
Carleen Stout, Dep Dir-Real Estate/Asset Mgmt

Sponsored by:
Spiro Cheriogotis, INACTIVE

Purpose and Scope of Project:
To increase the contract sum amount for abatement of asbestos: exterior shingles and floor tile.

Amount of Contract:

Funding Source

ATTACHMENTS:
1. Change Request Form - Bienville Construction Services
2. 13-320

REVIEWERS:
Stacey Howard
Carleen Stout
Brenda Rhodes
Cherlina Monteiro
James Barber

CONTRACT CHANGE REQUEST FORM

CITY OF MOBILE

TO FINANCE DEPT. 2500- FROM Architectural Engineering DEPT. 3030

DATE OF REQUEST: 02/24/2026

TYPE: Select One ☐(when money is available in project's budget; from project to contract)

VENDOR NAME: Bienville Construction Services, LLC.

DISTRICT#: 3

DEPT. PROJECT#: PR-002-24

REQUEST: Please Add $47,379.25 from Capital Project#/Title:

C0855 - DIP Community Center

to contract# 5449.

Total amount requested: $47,379.25

Current contract amount: $347,840.00

Revised contract amount: $395,219.25

Comments: To increase the Contract Sum amount for abatement of Asbestos: exterior shingles, and floor tile.

Marilyn Bullard

Employee signature

Approval signature

Revised by B. Rhodes 1/6/2026

JUSTIFICATION FOR CHANGE ORDER

PROJECT NAME: CIP Dauphin Island Parkway South Brookley School Demolition
PROJECT LOCATION 1600 Boykin Boulevard., Mobile, AL 36605
DISTRICT #: 3
PROJECT#: PR-002-24
CAPITAL PROJECT # & NAME: C0855; - DIP Community Center
CONTRACT #: 5449
VENDOR NAME: Bienville Construction Services, LLC.
VENDOR #: 299856

The attached change order number one (1) to contract with Bienville Construction Services, LLC dated 08.05.2025 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, allowances, etc.

[x] 5. See attached,

[ ] 6. Other:

REMARKS: Prices and quantities are fair and reasonable and are recommended.

2/24/2026
Brandon J. Miller, Senior Project Manager
Volkert, Inc.

Carleen Stout Clark
Carleen Stout-Clark Director REAM

Volkert, Inc.
11 N. Water Street
RSA Tower
Suite 18290
Mobile, AL 36602
www.volkert.com

February 11, 2026

Project: CIP Dauphin Island Parkway-South Brookley School Demo PR-002-24 (C0855)

Subject: Change Order 01 - Recommendation for approval for Bienville Construction Services, LLC. Contract 5449.

Volkert recommends approval of the attached Change Order 01 to Bienville Construction Services, LLC. Contract 5449. This change order provides for the following

- Change Order Request #1 - $0.00 Approve the allocation of $126,695.00 in abatement of Asbestos Containing Material (ACM) exterior shingles and interior floor tile identified in the base contract from the ACM Allowance of $200,000.00. This approval results in a balance of $73,305.00 in the ACM Allowance.

- Change Order Request #2 – Add $62,778.00 Approve the cost of $136,083 in the abatement of additional ACM floor tile covered under existing flooring and not identified in the pre-bid Asbestos and Lead Paint Survey. This additional cost exceeds the remaining ACM Allowance of $73,305.00 and results in an additive change order request in the amount of $62,778.00.

- Change Order Request #3 - Contingency Use Authorization of $4,601.25 for removal of HVAC Equipment by others (unknown) that was to be salvaged as part of the demolition scope. Deduct the $4,601.25 from the $20,000.00. Contingency Allowance leaving a balance of $15,398.75 unused.

- Contingency Allowance reconciliation – Deduct $15,398.75. Contingency Allowance of $20,000 was authorized for use for Change Order Request #3 in the amount of $4,601.25.

Original Contract Sum	$ 347,840.00
Net change by previously authorized Change Orders	$ 0.00
Contract Sum prior to this Change Order	$ 347,840.00
Net Contract change by this Change Order	$ 47,379.25
New Contract Sum including this Amendment	$ 395,219.25

This increase in the Contract value, including all previous additive amendments, exceeds 10% of the original Contract value and requires City Council approval.

It is further recommended that this Change Order 01 be funded from the unencumbered monies in Munis Project C0855.

Sincerely,

Brandon J. Miller
Senior Project Manager
Volkert, Inc.

Cc: Carleen Stout-Clark, City of Mobile

A Century of Integrity in Infrastructure

CITY OF MOBILE

P. O. Box 1827
Mobile, AL 36633-1827

PROJECT: DIP-South Brookley School Demo PR-002-24 (C0855)
ADDRESS: 1600 Boykin Blvd.
CONTRACTOR:.Bienville Construction Services, LLC
ADDRESS: 250 North Jackson St. #2
Mobile, AL 36633-1827

CHANGE ORDER NO.: (1) One

DATE: February 11, 2026
PROJECT NO.: C0855
CONTRACT DATE: August 05, 2025
CONTRACT NO.: 5449

THE CONTRACT IS CHANGED AS FOLLOWS: To approve the Change Orders Requests (COR's) #1, #2, and #3 for the use of the ACM Allowance and overage as well as the reconciliation of the unused Contingency Allowance with an unforeseen removal of scope as listed below. The below listed COR's will increase the Contract value by $47,379.25.

- Change Order Request #1 - $0.00 Approve the allocation of $126,695.00 in abatement of Asbestos Containing Material (ACM) exterior shingles and interior floor tile identified in the base contract from the ACM Allowance of $200,000.00. This approval results in a balance of $73,305.00 in the ACM Allowance.

- Change Order Request #2 – Add $62,778.00 Approve the cost of $136,083 in the abatement of additional ACM floor tile covered under existing flooring and not identified in the pre-bid Asbestos and Lead Paint Survey. This additional cost exceeds the remaining ACM Allowance of $73,305.00 and results in an additive change order request in the amount of $62,778.00.

- Change Order Request #3 - Contingency Use Authorization of $4,601.25 for removal of HVAC Equipment by others (unknown) that was to be salvaged as part of the demolition scope. Deduct the $4,601.25 from the $20,000.00. Contingency Allowance leaving a balance of $15,398.75 unused.

- Contingency Allowance reconciliation – Deduct $15,398.75. Contingency Allowance of $20,000 was authorized for use for Change Order Request #3 in the amount of $4,601.25.

Original Contract Sum	$ 347,840.00
Net change by previously authorized Change Orders	$ 0.00
Contract Sum prior to this Change Order	$ 347,840.00
Net Contract change by this Change Order	$ 47,379.25
New Contract Sum including this Amendment	$ 395,219.25

This Change Order 01 reconciels both project allowances. The costs above the contract allowance are due to unforeseen conditions that were uncovered during the course of the execution of the contract. The additional work did not materially affect the contract duration. Therefore, ZERO days shall be added to the contract.

The prices have been reviewed and are reasonable. The work has been authorized to proceed with the commitment of a change order as the preferred path over the inevitable delay and costs associated with bidding the additional work to any other contractor not currently on-site.

CITY OF MOBILE

P. O. Box 1827
Mobile, AL 36633-1827

NOT VALID UNTIL SIGNED BY THE ARCHITECT, CONTRACTOR, AND OWNER

Volkert, Program Manager	Bienville Construction Services,LLC
NAME OF ARCHITECT	**NAME OF CONTRACTOR**
SIGNATURE	**SIGNATURE**
Brandon Miller, Senior Project Manager	Phillip DeKeyser - Owner
PRINTED NAME/TITLE	**PRINTED NAME/TITLE**
2/23/2026	February 11, 2026
DATE	**DATE**

CITY OF MOBILE:

SIGNATURE

Carleen Stout-Clark
Director, Real Estate Asset Management
PRINTED NAME/TITLE

2/26/26
DATE

CITY OF MOBILE:

SIGNATURE

Spiro Cheriogotis
Mayor
PRINTED NAME/TITLE

DATE

ATTESTED:

CITY CLERK

BIENCON-02 ETESNEY

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 3/11/2026

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

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

PRODUCER
Thames Batre' Insurance
PO Box 6989
Mobile, AL 36660

CONTACT NAME: Crystal Kent
PHONE (A/C, No, Ext):
FAX (A/C, No):
E-MAIL ADDRESS: crystal@thamesbatre.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Monroe Guaranty Insurance Company	32506
INSURER B : FCCI Insurance Company	10178
INSURER C : Safety National Casualty Corp.	15105
INSURER D : AI Home Builders Self Ins Fund	
INSURER E :	
INSURER F :	

INSURED
Bienville Construction Services, LLC
250 North Jackson Street, Unit 2
Mobile, AL 36602

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	X COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE	$ 1,000,000
	CLAIMS-MADE X OCCUR	X	X	CPP100099779-01	3/16/2026	3/16/2027	DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 1,000,000
							MED EXP (Any one person)	$ 5,000
							PERSONAL & ADV INJURY	$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$ 2,000,000
	POLICY X PRO-JECT LOC						PRODUCTS - COMP/OP AGG	$ 2,000,000
	OTHER:						EMPLOYMENT PRAC	$ 100,000
	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)	$
								$
B	X UMBRELLA LIAB X OCCUR						EACH OCCURRENCE	$ 5,000,000
	EXCESS LIAB CLAIMS-MADE	X	X	UMB100099780-01	3/16/2026	3/16/2027	AGGREGATE	$ 5,000,000
	DED X RETENTION $ 10,000							$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N						X PER STATUTE OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) N/A		X	SP4067497	1/1/2026	1/1/2027	E.L. EACH ACCIDENT	$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	$ 1,000,000
D	Workers Compensation			001-0038138-2026A	1/1/2026	1/1/2027	Per Statute	
A	Equipment Floater			CPP100099779-01	3/16/2026	3/16/2027	Deductible $2,500	100,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Project # Dauphin Island Parkway - South Brookley School Demolition
General Liability:
Additional Insured provisions apply with respect to General Liability, subject to form CGL 088 02 21, if required by written contract.
Waiver of Subrogation provisions apply with respect to General Liability, subject to form CGL 088 02 21, if required by written contract.
Primary & Non-Contributory provisions apply with respect to General Liability, subject to form CGL 084 02 21, if required by written contract.
Thirty Day Notice of Cancellation applies with respect to General Liability, subject to policy form(s), if required by written contract.
Contractual Liability provisions apply with respect to General Liability, subject to form CGL 088 02 21, if required by written contract.
SEE ATTACHED ACORD 101

CERTIFICATE HOLDER

City of Mobile
PO Box 1827
Mobile, AL 36633

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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AGENCY CUSTOMER ID: BIENCON-02 ETESNEY

LOC #: 1

ADDITIONAL REMARKS SCHEDULE

AGENCY	NAMED INSURED
Thames Batre' Insurance	Bienville Construction Services, LLC 250 North Jackson Street, Unit 2 Mobile, AL 36602 Mobile
POLICY NUMBER SEE PAGE 1	
CARRIER: SEE PAGE 1 / NAIC CODE: SEE P 1	EFFECTIVE DATE: SEE PAGE 1

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: ACORD 25 FORM TITLE: Certificate of Liability Insurance

Description of Operations/Locations/Vehicles:
Per Project and Location Aggregate provisions apply with respect to General Liability, subject to form CGL 088 02 21, if required by written contract.

Work Comp:
Waiver of Subrogation applies with respect to Workers Compensation. By waiving subrogation, the employer and servicing agent may still receive reimbursement from the law suit or claim of the injured individual; however, the employer and servicing agent may not file a claim or a law suit against City of Mobile.

Umbrella/Excess Liability:
Additional Insured provisions apply with respect to Excess Liability, subject to General Liability underlying terms, if required by written contract.
Waiver of Subrogation provisions apply with respect to Excess Liability, subject to General Liability underlying terms, if required by written contract.
Primary & Non-Contributory provisions apply with respect to Excess Liability, subject to General Liability underlying terms, if required by written contract.
Thirty Day Notice of Cancellation applies with respect to General Liability, subject to policy form(s), if required by written contract.

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BIENVILLE
CONSTRUCTION SERVICES

September 3, 2025

Mr. Brandon Miller
Volkert, Inc.
11 North Water Street
Suite 18290
Mobile, AL 36602

RE: Project PR#002-24
DIP South Brookley School

Subject: Change Oder Request #1 - PR#002-24 DIP South Brookley School

Dear Mr. Miller:

In accordance with the contract for the above-referenced project, we are submitting this Change Order Request for your review and approval. This request is being made due to:

Allocation of Base Contract ACM Allowance

The Base Contract included an allowance of $200,000. This change order authorizes the partial use of the contingency. The supporting documentation includes the subcontract cover page for the abatement firm, confirmation of the fence required around the dumpsters, allocates costs for temporary electrical required for abatement and Bienville's general conditions and fee associated with this use of the contingency.

The attached Change Order Breakdown outlines the costs, schedule impact and supporting documentation.

Summary of Request

- Change Order No. 1
- Description of Change: Allocation of Base Contract ACM Allowance
- Cost Impact: Allocates $126,696 of $200,000 (Balance of Base ACM Contingency = $73,305)
- Schedule Impact: Zero Days

Please review the attached breakdown and provide your approval so that we may proceed without delaying the project schedule. Should you have any questions or require further backup, please contact me.

We appreciate your prompt attention to this matter.

Sincerely,

Phillip DeKeyser
Owner – Bienville Construction Services, LLC
M: 251.508.5748
E: phillip@bienvillecs.com

Change Order Break Down

Date: 9.2.2025

Contractor Name: Bienville Construction Services, LLC

Project Name: Dauphin Island Parkway South Brookley School Demo and Abatement

Job GC Job Number: PR-002-24

Initiated By: Owner/Architect (Check One) GC 1

Reference Change Proposal Request Number: 1

Subcontractor

Brief Description of Proposed Change: Allocation of ACM Contingency

In accordance with directions provided with Addendum 2 as included in the contract, provide breakdown of allocation of based on initial Terracon report quantities

Item/Description	Quantity	Unit	Unit Cost	Amount		
				Material	Labor	Sub
Bienville Construction						
Supervision/Project Management/Administration/Compliance	40	HRS	$250.00		$10,000.00	
Fencing for Security of ACM Dumpsters	1	LS	$1,170.00	$1,170.00		
15% Direct Profit per 7.3.7	1	Fee	$1,676.00	$1,675.50		
Subcontracted to Phoenix						
Project Specific ACM Plan with Means and Methods Required	1		Included			Included
Shed Building - 1000SF of Floor Tile	1	SUB	$7,000.00			$7,000.00
Shed Building - 2400SF of Exterior Siding	1	SUB	$16,800.00			$16,800.00
Building A - 1600SF Floor Tile & Mastic	1	SUB	$11,200.00			$11,200.00
Building C - 3500SF of Exterior Siding	1	SUB	$24,500.00			$24,500.00
Building C - 800SF of Floor Tile & Mastic	1	SUB	$5,600.00			$5,600.00
Building D - 2500SF of Exterior Siding	1	SUB	$17,500.00			$17,500.00
Building D - Combined 2800SF of Floor Tile & Mastic	1	SUB	$19,400.00			$19,400.00
Subontcontracted to Licensed Electrician TBD						
Temporary Electrical Services Set Up	1	LS	$1,500.00			$1,500.00
10% Profit on Subcontractor Costs per 7.3.7	1	Fee	$10,350.00			$10,350.00
			Sub Totals:	$2,846	$10,000	$113,850

(no Tax) Material: $2,846

Labor: $10,000

Subcontractor Costs $113,850

Bonds & Insurance: $0

Subtotal: $126,696

OH Included Above 0%

Profit Included Above 0%

Total Initial Allocation $126,696 Add / Deduct

Original Allowance $200,000

Remaining ACM Contingency **$73,305**

Owner' Representative Signature of Approval

APPROVED

By: Brandon J. Miller
Senior Project Manager
Volkert, Inc.

BIENVILLE
CONSTRUCTION SERVICES

SUBCONTRACT

Subcontract Scope: Abatement

Subcontractor: Phoenix Restoration Services, Inc. PO Box 7248 Mobile, AL 36670

Subcontract Sum: $102,000.00

Owner: City of Mobile – Architectural Engineering Department PO Box 1827 Mobile, AL 36633-

Project: Dauphin Island Parkway South Brookley School PR-002-24

Agreement Date: August 25, 2025; between Phoenix Restoration (Subcontractor), and Bienville Construction Services, LLC of Mobile, AL.

The Prime Contract provides for the furnishing of labor, materials, equipment, and services in connection with the construction of the project.

Article 1: Scope of Work

1.1 The scope of work to be performed shall include but not be limited to the materials, labor, equipment supervision and insurance necessary to complete the work pursuant to the Contract Documents. It is the intent of this work to be complete and acceptable in every respect.

1.1.1 Submittals are due within two weeks of receipt of Subcontract. Submittals shall include but not be limited to, Shop Drawings, Product Data, Samples and similar submittals required by the Subcontract Documents.

1.1.2 Prior to start of work Subcontractor shall furnish proof of insurance with applicable endorsements.

1.1.3 Subcontractor is responsible for offloading, staging and storage of all subcontractor materials.

1.1.4 Subcontractor understands that this is an active site and shall not interact with any personnel and/or students.

1.1.5 Subcontractors understand that this site is a tobacco free work site.

1.1.6 All work shall be performed in accordance with the contract documents.

1.1.7 Subcontractor includes necessary permitting and coordination of inspections necessary to perform all work in accordance with requirements.

1.1.8 All materials, equipment, piping and other components necessary to complete work shall be new and shall conform to project specifications.

1.1.9 Abatement (Lead paint and asbestos) shall be performed on the buildings indicated on the plans and specifications.

1.1.10 Subcontractor shall be responsible for preparation of abatement plan as necessary to perform the work in accordance with industry standards. Copies of report shall be kept onsite. Costs to prepare the report are included in the base contract value. Approximate value for this report =$775.00

1.1.11 Subcontractor shall include all necessary materials, tools, equipment and any specialized equipment necessary to perform abatement.

1.1.12 Subcontractor shall be responsible for all air monitoring and testing required by the abatement plan.

1.1.13 Subcontractor acknowledges that the quantities related to this subcontract agreement are based upon the Asbestos Inspection and Lead-Containing Paint Screen report Dated September 20, 2024.

1.1.14 Should additional materials be located onsite not indicated in the initial report that require abatement, subcontractor shall notify GC immediately in order to determine proper course of action with the Owner's Representative. Additional abatement beyond the report should not commence without written approval of costs related additional scope.

Part of ADDENDUM

Phoenix Restoration Services, inc.

Licensed Contractor
Tax ID 27-1080542

Alabama General Contractor
License Number 47231

ESTIMATE

Office: 251-725-1779
PO Box 7248
Mobile, AL 36670-0248

Date:
6/2/2025

Bill To:
Bienville Construction
250 N Jackson St Unit 2
Mobile, AL 36602

Job Location:
DIP - Community Center - South Brookley School
1600 Boykin Blvd
Mobile, AL 36605

This estimate is to perform asbestos abatement at South Brookley School in Mobile, Alabama, in accordance with all applicable regulations set forth by ADEM and other governing authorities. The scope of work is based on the asbestos-containing materials identified in the report provided by Terracon, and the associated square footages listed therein.

Please note, our own site inspection suggests that the actual quantities may differ from those reported. This bid is based on the provided square footages; any additional materials discovered during abatement will be billed at a predetermined unit price per square foot.

An abatement plan has not been provided for this project. We recommend that a formal plan be developed and approved prior to the start of work to ensure clear expectations and compliance.

Will include per call

Qty	Item ID	Description	Unit Price	Total
1600	SF	**Building A - Gray 9x9 Floor Tile & Mastic**	$7.00	$ 11,200.00
~~3000~~	~~SF~~	~~**Building B - Tan Floor Tile & Mastic**~~	~~$7.00~~	~~$ 21,000.00~~
3500	SF	**Building C - Light Yellow Exterior Siding**	$7.00	$ 24,500.00
800	SF	**Building C - Tan 12x12 Floor Tile & Mastic**	$7.00	$ 5,600.00
2500	SF	**Building D - Light Yellow Exterior Siding**	$7.00	$ 17,500.00
800	SF	**Building D - Tan Speckled Floor Tile & Mastic**	$7.00	$ 5,600.00
2000	SF	**Building D - Off-White Floor Tile & Mastic**	$7.00	$ 14,000.00
1000	SF	**Shed - Gray 12x12 Floor Mastic & Tile**	$7.00	$ 7,000.00
2400	SF	**Shed - Light Yellow Exterior Siding**	$7.00	$ 16,800.00
				$ -
				$ -
				$ -
				$ -
				$ -
				$ -

Not Req

Project Conditions and Exclusions

1. Access to Property
2. Invoices due Net 20
3. Additional Documentation Available upon Request
4 Subcontractors Billed at Cost + 20%
5
6
7

Subtotal	$123,200.00
Total	**$123,200.00**

~~$123,200.00~~

102,200

NATIONAL CONSTRUCTION RENTALS

BIRMINGHAM OFFICE
(205) 715-9227

800-352-5675 • rentnational.com

QUOTE FOR SERVICES

COMPANY INFO: CUSTOMER # 30193728		JOB SITE INFO: SITE # NEW	
Company:	BIENVILLE CONSTRUCTION SERVICES	**Job Name:**	
Requested By:	PHILLIP **Phone:** 251-508-5746	**Address:**	1600 BOYKIN BLVD MOBILE, AL 36605
E-mail:	PHILLIP@BIENVILLECS.COM	**Cross Street:**	
Other Phone:		**Site Contact:**	**Phone:**
Billing Address:	250 N JACKSON ST UNIT 2 MOBILE, AL 36603	**Site E-mail:**	
		Customer Ref #:	

Expected Install Date	Payment Terms	Prevailing Wage	Job Type
Tue. Sep 02, 2025	N30	No	Construction

Quantity	UOM	Description	Rental Term (up to)	Unit Price	Amount
600	FT	6 FT TEMPORARY PANELS	6 Months	4.49	2,694.00
50	EA	PANEL STAND WEIGHT(S)	6 Months	12.00	600.00
2	EA	WHEEL(S)	6 Months	35.00	70.00
Fence Notes:		WHEELS TO CREATE GATES			

Fence Subtotal: 3,364.00

Fence Minimum applies: If the total unit price times quantity for the above items does not exceed $1250, this minimum will be charged rather than the per unit price.
Note: Damaged, missing, and lease buyout charges are not included in minimum charge.

15 PANELS ORDERED
FOR ACM w/ WEIGHTS

Sales Tax Exempt ✓

Subtotal:	$3,364.00	Sales Tax:	$336.40	Grand Total:	$3,700.40

All prices include a one-time Delivery/Installation and a one-time Pick-Up/Removal.

Bids are based on quantity; if quantity changes, bid changes. Additional fees for hillside installations, hand carry, core drilling and inaccessibility. Deliveries and installs are scheduled Mon. - Fri. 7:00 a.m. - 3:00 p.m. Additional charges apply for weekends and after hours work. COD orders are to be paid in advance or upon delivery prior to installation. Orders with driven post(s) require 3-5 business days to complete underground markings. Remove and relocate charges are billed at the same rate as installation price. If services are subject to prevailing wage laws, any penalties or wages not included in this estimate will be paid by the lessee. Certified payroll is available upon request.

Customer's Signature: _____ **Date:** _____

Print Customer Name: _____ **PO #** _____

NOTE: Installation CANNOT be confirmed until quote is signed and returned. This bid expires in 14 days.

Date of Quote	Quote Number	Quote Prepared By	Email Address	Fax Signed Quote to
Tue. Aug 12, 2025	380813	AJOHNSON	AJOHNSON@RENTNATIONAL.COM	

Delivery Ticket ONLY

Ticket
Page: 1

Customer #	**30193728**
Job Site #	**0004 (NEW)**
Our Office #	(205) 715-9227
Inside Salesperson:	ASHLEY

Ticket #	**1833205**
Delivery Date:	8/27/2025
Delivery Yard:	PENSACOLA [1005]
Terms:	NET 30 DAYS
Purchase Order #	

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

Job Address:	1600 BOYKIN BLVD
Cross St:	
City:	MOBILE, AL 36605-4217

Ordered By:	PHILLIP DEKEYSER
Ordered By Phone:	251-508-5746
Other Phone:	

Site Contact:	PHILLIP DEKEYSER
Site Phone:	251-508-5746

Qty Delivered	Qty Ordered	UOM	Description	From/Thru	Rate
	180	FT	6 FT TEMPORARY PANELS	08/27/25 - 02/26/26	$4.49
	15	EA	PANEL STAND WEIGHT(S)	08/27/25	$12.00
	2	EA	WHEEL(S)	08/27/25	$35.00

Special Instructions
WHEELS TO CREATE GATES
BACK UP SITE CONTACT KEVAN PATRICK 251
-263-3661 KEVAN@BIENVILLECS.COM

01 - CONSTRUCTION

Minimum Order: $1250.00

BIENVILLE
CONSTRUCTION SERVICES

September 19, 2025
Revised October 10, 2025
Revised October 15, 2025

Mr. Brandon Miller
Volkert, Inc.
11 North Water Street
Suite 18290
Mobile, AL 36602

RE: Project PR#002-24
DIP South Brookley School

Subject: **Change Oder Request #2 Revision 2** - PR#002-24 DIP South Brookley School

Dear Mr. Miller:

In accordance with the contract for the above-referenced project, we are submitting this Change Order Request for your review and approval. This request is being made due to:

Allocation of Base Contract ACM Allowance & Additional Funds for Abatement

The Base Contract included an allowance of $200,000. This change order authorizes the remaining use of the contingency and includes a request for additional funding necessary to complete the abatement of ACM within Buildings A & C. The supporting documentation includes the square footage verified by Thompon Engineering. A copy of the proposal for this quantity verification is included. In addition, we have included the additional proposal from Phoenix to perform the additional abatement based upon the agreed upon unit prices.

The attached Change Order Breakdown outlines the costs, schedule impact and supporting documentation.

Summary of Request

- Change Order No. 2 Revision 1
- Description of Change: Allocation of Base Contract ACM Allowance
- Cost Impact: Allocates Balance of Base ACM Contingency $73,305 + $62,770 of additional funds
- Schedule Impact: Minimum of 7 additional days, but contingent on time frame to execute and authorize change order. Bienville reserves our rights for additional time and related general conditions related to this change until the completion of scope.

Please review the attached breakdown and provide your approval so that we may proceed without delaying the project schedule. Should you have any questions or require further backup, please contact me.

We appreciate your prompt attention to this matter.
Sincerely,

Phillip DeKeyser
Owner – Bienville Construction Services, LLC
M: 251.508.5748
E: phillip@bienvillecs.com

Change Order Break Down

Date: *10.9.2025*

Contractor Name: *Bienville Construction Services, LLC*

Project Name: *Dauphin Island Parkway South Brookley School Demo and Abatement*

Job GC Job Number: *PR-002-24*

Initiated By: (Check One) Owner/Architect ____ GC 2 Subcontractor ____

Reference Change Proposal Request Number: 2 Revision #1

Brief Description of Proposed Change: *Allocation of ACM Contingency*

In accordance with directions provided with Addendum 2 as included in the contract, provide breakdown of allocation of based on initial Terracon report quantities. Additional Quanitities located as listed below

Item/Description	Quantity	Unit	Unit Cost	Amount		
				Material	Labor	Sub
Bienville Construction						
Supervision/Project Management/Administration/Compliance	15	HRS	$250.00		$3,750.00	
15% Direct Profit per 7.3.7	1	Fee		$562.50		
Subcontracted to Phoenix						
Building A - Single Layer Locations (2732.8 GSF) in Addition to 1600 SF in Base	2732.8	NSF	$7.00			$19,130
Building A - Double Layer & Triple Locations Locations (6260 GSF of ACM)	2440.04	NSF	$12.00			$29,280
Building C - Double Layer Locations (11001 GSF of ACM)	5550.4	NSF	$12.00			$66,605
Subcontract to Thompson Engineering						
Asebestos Material Quantity Verifications	1	SUB	$2,600.00			$2,600.00
10% Profit on Subcontractor Costs per 7.3.7	1	Fee	$11,761.49			$11,761.49
			Sub Totals:	$563	$3,750	$129,376

(no Tax) Material: $563

Labor: $3,750

Subcontractor Costs $129,376

Bonds & Insurance: $2,394 Only on the costs above and beyond contingency

Subtotal: $136,083

OH Included Above 0%

Profit Included Above 0%

Total Requested Allocation $136,083 Add / Deduct

Balance of Original Allocation with Change Order #1 $73,305

Additional Change Order Value **$62,778**

Owner' Representative Signature of Approval

APPROVED

By: Brandon J. Miller
Senior Project Manager
Volkert, Inc.

Contract Change Order will be prepared upon completion of the project to reconcile all Change Order requests. You can bill 100% of the contingency. However, you will not be able to bill above the contract value until the Contract Change Order is processed. 10-28-2025.

BIENVILLE
CONSTRUCTION SERVICES

Change Request #2

Project PR#002-24
DIP South Brookley School

Bienville Construction Services, LLC Clarifications

Change Order Breakdown

Supervision/Project Management/Administration Line Item
Bienville is billing an additional 15 hours to implement this additional work. The compiled unit cost for PM/Superintendent/Administrator is $250/hour. The included added scope is for the time related to verifying the additional work which is above and beyond the base scope and the work identified in Change Order #1. There is additional change order preparation for the subcontractor and additional management of the work onsite as this change is requiring additional time to perform above what was included in the base contract. Additional closeout and compliance is also required.

Subcontracted to Phoenix Line Items
Phoenix utilizes the unit costs included in our base subcontract, which is standard for the type of project. Phoenix's change order proposal utilizes their own take-offs which are slightly less than the values confirmed by Thompson Engineering. The square footage included in the change order breakdown is confirmed.

Bienville Construction Services Bonds & Insurance
Bienville Construction Services, LLC is charging you for our additional bond at 2.5%. Our bonding rate is tiered so the additional costs is less than the initial overall rate. Our insurance is an aggregate of the costs related to our Worker's Compensation, General Liability, Umbrella and Automotive Insurance requirements set forth in the contract. The aggregate rate for these policies is 1.3%. The combined 3.8% is only being applied against the $62,770 above and beyond the base contract allowance as our base contract included these costs.

Phoenix Restoration Services, inc.

Licensed Contractor
Tax ID 27-1080542

Alabama General Contractor
License Number 47231

ESTIMATE

Office: 251-725-1779
PO Box 7248
Mobile, AL 36670-0248

Date:
10/9/2025

Project ID:
PR-002-24

Bill To:
Bienville Construction

Job Location:
DIP - Community Center - South Brookley School
1600 Boykin Blvd
Mobile, AL 36605

This estimate is updated based on the square footage provided by Independent Third Party- Thompson Engineering.

Qty	Item ID	Description	Unit Price	Total	
4332.8	SF	**Building A- Single Layer of ACM Removal**	$7.00	$ 30,329.60	ADD
2440.04	SF	**Building A- Double/Triple Layer of ACM Removal**	$12.00	$ 29,280.48	ADD
3000	SF	**Building B - Tan Floor Tile & Mastic**	$7.00	$ 21,000.00	BASE ACM
3500	SF	**Building C - Light Yellow Exterior Siding**	$7.00	$ 24,500.00	
2500	SF	**Building D - Light Yellow Exterior Siding**	$7.00	$ 17,500.00	
2400	SF	**Shed - Light Yellow Exterior Siding**	$7.00	$ 16,800.00	
5500.44	SF	**Building C- Double Layer of ACM Removal**	$12.00	$ 66,005.28	ADD
				$ -	
				$ -	
				$ -	
				$ -	
				$ -	

Project Conditions and Exclusions

1. Access to Property
2. Invoices due Net 20
3. Additional Documentation Available upon Request
4 Subcontractors Billed at Cost + 20%

Subtotal	~~$205,415.36~~
Total	~~$205,415.36~~

~~$205,415.36~~

ADDS 2732.8 SF OVER INITIAL = $19,130

ADDS 2440.4 SF NOT IN BASE = $29,280

ADDS 5550.4 SF NOT IN BASE = $66,005

$114,414 TOTAL ADD TO PHOENIX

BIENVILLE
CONSTRUCTION SERVICES

SUBCONTRACT

Subcontract Scope: Abatement

Subcontractor: Phoenix Restoration Services, Inc. PO Box 7248 Mobile, AL 36670

Subcontract Sum: $102,000.00

Owner: City of Mobile – Architectural Engineering Department PO Box 1827 Mobile, AL 36633-

Project: Dauphin Island Parkway South Brookley School PR-002-24

Agreement Date: August 25, 2025; between Phoenix Restoration (Subcontractor), and Bienville Construction Services, LLC of Mobile, AL.

The Prime Contract provides for the furnishing of labor, materials, equipment, and services in connection with the construction of the project.

Article 1: Scope of Work

1.1 The scope of work to be performed shall include but not be limited to the materials, labor, equipment supervision and insurance necessary to complete the work pursuant to the Contract Documents. It is the intent of this work to be complete and acceptable in every respect.

1.1.1 Submittals are due within two weeks of receipt of Subcontract. Submittals shall include but not be limited to, Shop Drawings, Product Data, Samples and similar submittals required by the Subcontract Documents.

1.1.2 Prior to start of work Subcontractor shall furnish proof of insurance with applicable endorsements.

1.1.3 Subcontractor is responsible for offloading, staging and storage of all subcontractor materials.

1.1.4 Subcontractor understands that this is an active site and shall not interact with any personnel and/or students.

1.1.5 Subcontractors understand that this site is a tobacco free work site.

1.1.6 All work shall be performed in accordance with the contract documents.

1.1.7 Subcontractor includes necessary permitting and coordination of inspections necessary to perform all work in accordance with requirements.

1.1.8 All materials, equipment, piping and other components necessary to complete work shall be new and shall conform to project specifications.

1.1.9 Abatement (Lead paint and asbestos) shall be performed on the buildings indicated on the plans and specifications.

1.1.10 Subcontractor shall be responsible for preparation of abatement plan as necessary to perform the work in accordance with industry standards. Copies of report shall be kept onsite. Costs to prepare the report are included in the base contract value. Approximate value for this report =$775.00

1.1.11 Subcontractor shall include all necessary materials, tools, equipment and any specialized equipment necessary to perform abatement.

1.1.12 Subcontractor shall be responsible for all air monitoring and testing required by the abatement plan.

1.1.13 Subcontractor acknowledges that the quantities related to this subcontract agreement are based upon the Asbestos Inspection and Lead-Containing Paint Screen report Dated September 20, 2024.

1.1.14 Should additional materials be located onsite not indicated in the initial report that require abatement, subcontractor shall notify GC immediately in order to determine proper course of action with the Owner's Representative. Additional abatement beyond the report should not commence without written approval of costs related additional scope.

thompson

PRE-DEMOLITION
ASBESTOS QUANTITYS VERIFICATION
FORMER SOUTH BROOKLEY SCHOOL
1600 BOYKIN BLVD.
MOBILE, ALABAMA

OCTOBER 3, 2025

Prepared for:
Bienville Construction Services
250N Jackson ST Unit 2
Mobile, AL 36602

THOMPSON ENGINEERING PROJECT NO.: 25-1101-0131

2970 Cottage Hill Road
Suite 190
Mobile, AL 36606
251.666.2443 ph. / 251.666.6422 fax
www.thompsonengineering.com

A THOMPSON HOLDINGS, INC COMPANY

Thompson Engineering, Inc. (Thompson Engineering) was retained by Bienville Construction Services to conduct a visual quantity verification survey of the former South Brookley School at 1600 Boykin Blvd, Mobile AL 36605.

The report was prepared for the sole use of Bienville Construction Services and is considered Proprietary Information.

Thompson Engineering conducted a survey to identify and verify the quantities of asbestos-containing materials (ACM) located inside the buildings to be demolished.

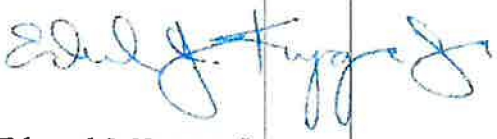
This survey was conducted on October 1, 2025.

Attached herewith are the results of our verification survey.
Included is a spread sheet with the verified quantities and copies of certifications of the environmental professional conducting this survey.

If you have any questions concerning this limited Lead/Asbestos survey report, please do not hesitate to contact us.

Sincerely,

THOMPSON ENGINEERING, INC.



Edward J. Kryger, Jr.
Senior Environmental Specialist

Attachments: As Stated

Building A	Measurements		SQ.FT.	Layers	Totals	NOTES
HALLWAY	9.83	135	1327.05	3.00	3981.15	12x12 tiles on top of subfloor 12x12 and 9x9 under subfloor
Room 1	21.75	34.33	746.68	1.00	746.68	Single layer 9x9 tiles W/black Mastic
Room 3	21.83	39.92	871.45	2.00	1742.91	12x12tiles over 9x9tiles W/Black Mastic
Room 5	21.75	39.83	866.30	1.00	866.30	Single layer 9x9 tiles Wblack Mastic
Room 7	21.83	34.5	753.14	1.00	753.14	Single layer 9x9 tiles Wblack Mastic
Closet	3.5	11.42	39.97	3.00	119.91	12x12 tiles on top of subfloor 12x12 and 9x9 under subfloor
Closet	3.5	7.92	27.72	3.00	83.16	12x12 tiles on top of subfloor 12x12 and 9x9 under subfloor
Room 6	34.5	21.83	753.14	1.00	753.14	Single layer 9x9 tiles Wblack Mastic
Room 4	21.92	34.5	756.24	1.00	756.24	Single layer 9x9 tiles Wblack Mastic
Lounge	10	15.25	152.50	1.00	152.50	Single layer 9x9 tiles Wblack Mastic
Office Area	7.92	10.17	80.55	1.00	80.55	Single layer 9x9 tiles Wblack Mastic
Office Area	13.67	13.42	183.45	1.00	183.45	Single layer 9x9 tiles Wblack Mastic
Office Area	4.08	10	40.80	1.00	40.80	Single layer 9x9 tiles Wblack Mastic
Office Area	21.75	15.92	382.26	2.00	764.52	12x12 tiles on top of subfloor 12x12 and 9x9 under subfloor
Office Area	6.17	17	104.89	2.00	209.78	12x12 tiles on top of subfloor 12x12 and 9x9 under subfloor
Office Area	6.5	12.58	71.77	2.00	143.54	12x12 tiles on top of subfloor 12x12 and 9x9 under subfloor
Office Area	6.5	3.42	22.23	2.00	44.46	12x12 tiles on top of subfloor 12x12 and 9x9 under subfloor
Office Area	14.83	9.5	150.39	2.00	300.77	12x12 tiles on top of subfloor 12x12 and 9x9 under subfloor
Office Area	11	12.58	138.38	2.00	276.76	12x12 tiles on top of subfloor 12x12 and 9x9 under subfloor
Office Area	11.5	15.25	175.38	2.00	350.75	12,350.50

Building C	Measurements		SQ.FT.	Layers	Totals	NOTES
HALLWAY	31.92	7.92	252.61	2.00	505.61	Carpet over Plywood over tile
	33.92	7.92	268.65	2.00	537.29	12x12 over 9x9 w/Black Mastic
	53.42	7.92	423.09	2.00	846.17	
ROOMS	12.08	7.58	91.57	2.00	183.13	West side has no carpet with 12x12 tiles
	22	33.08	727.76	2.00	1455.52	over 9x9 tiles W/Black Mastic
	22.08	33.08	730.41	2.00	1460.81	
	12.08	7.58	91.57	2.00	183.13	East side has carpet with 12x12 tiles
	22	33.08	727.76	2.00	1455.52	over 9x9 tiles W/Black Mastic
	22	33	726.00	2.00	1452.00	
	33.08	22.08	730.41	2.00	1460.81	
	33.08	22.08	730.41	2.00	1460.81	11,000.82

Total square footage of tile layers to be removed	23,351.32

THE UNIVERSITY OF ALABAMA®

UA SafeState

has examined the documentation of asbestos training and qualifications of the person named below and confers this

Certificate of Accreditation

Asbestos Inspector Renewal

Edward Kryger Jr

Alabama Accreditation Number

AIN0625573160

Certificate Expiration Date

June 12, 2026

This certificate has been issued pursuant to the authority granted to The University of Alabama SafeState Program by the Alabama Asbestos Contractor Accreditation Act, Alabama Act No. 89-517, May, 1989 and Alabama Act No. 97-626, May, 1997.

Kalyn Tew

Environmental Services Manager

Associate Director for Environmental Programs

THE UNIVERSITY OF ALABAMA®

UA SafeState

has examined the documentation of asbestos training and qualifications of the person named below and confers this

Certificate of Accreditation

Asbestos Supervisor Renewal

Edward Kryger Jr

Alabama Accreditation Number

ASU0625573160

~~Certificate Expiration Date~~

June 13, 2026

This certificate has been issued pursuant to the authority granted to The University of Alabama SafeState Program by the Alabama Asbestos Contractor Accreditation Act, Alabama Act No. 89-517, May, 1989 and Alabama Act No. 97-626, May, 1997.

Kalyn Tew

Environmental Services Manager

Associate Director for Environmental Programs

BIENVILLE
CONSTRUCTION SERVICES

January 23, 2026

Mr. Brandon Miller
Volkert, Inc.
11 North Water Street
Suite 18290
Mobile, AL 36602

RE: Project PR#002-24
DIP South Brookley School

Subject: Change Oder Request #3 - PR#002-24 DIP South Brookley School

Dear Mr. Miller:

In accordance with the contract for the above-referenced project, we are submitting this Change Order Request for your review and approval. This request is being made due to:

Allocation of Base Contract General Contingency

The Base Contract included a general contingency allowance of $20,000. This change order authorizes a portion of the general contingency for salvage value of HVAC units removed between time of bid and construction commencement. The supporting documentation includes Bienville's estimation of HVAC units to be salvaged; an estimated salvage value for said units and documentation supporting the estimates. We have included a timeline of events which demonstrates the removal of the units occurred prior to construction activities.

The attached Change Order Breakdown outlines the costs, schedule impact and supporting documentation.

Summary of Request

- Change Order No.3
- Description of Change: Allocation of Base Contract General Contingency
- Cost Impact: Allocates $4,601.25 of $20,000 General Contingency
- Schedule Impact: None

Should you have any questions or require further backup, please contact me.

We appreciate your prompt attention to this matter.

Sincerely,

1925 100 VOLKERT 2025

REVIEWED
By: Brandon J. Miller
Senior Project Manager
Volkert, Inc.

Phillip DeKeyser
Owner – Bienville Construction Services, LLC
M: 251.508.5748
E: phillip@bienvillecs.com

Change Order Break Down

Date: *1.23.2026*

Contractor Name: *Bienville Construction Services, LLC*

Project Name: *Dauphin Island Parkway South Brookley School Demo and Abatement*

Job GC Job Number: *PR-002-24*

Initiated By: (Check One) Owner/Architect ____ GC 3 Subcontractor ____

Reference Change Proposal Request Number: 3

Brief Description of Proposed Change: *Allocation of General Contingency*

Contingency allocation for salavage rights.

Item/Description	Quantity	Unit	Unit Cost	Amount		
				Material	Labor	Sub
Bienville Construction						
See Breakdown	1	LS	$4,601.25	$4,601.25		
			Sub Totals:	$4,601	$0	$0

(no Tax) Material: $4,601

Labor: $0

Subcontractor Costs $0

Bonds & Insurance: $0 Included in Base Contract

Subtotal: $4,601

OH Included Above 0%

Profit Included Above 0%

Total Requested Allocation $4,601 Add / Deduct

Balance of Original General Contigency $20,000

REMAINING GENERAL CONTINGENCY **$15,399**

Owner' Representative Signature of Approval ____

DIP South Brookley
HVAC Salvage Quantification

	Quantity	Status	Approx WT	Salvage Value		
Building A						6 Classroom/office areas total - In service during bid
Interior AHU	5	Salvage Only	75	.65/lbs	$ 243.75	
Interior AHU	1	Operational		$ 150.00	$ 150.00	
Exterior Condensers (4-T)	5	Salvage Only	250	.65/lbs	$ 812.50	
Exterior Condensers (4-T)	1	Operational		$ 750.00	$ 750.00	
Building C						4 Classroom areas - Not Viewed prior to bid
Interior AHU	4	Salvage Only	75	.65/lbs	$ 195.00	
Exterior Condensers (4-T)	4	Salvage Only	250	.65/lbs	$ 650.00	
Building D						2 for cafeteria Area - In Service during bid
Interior AHU	2	Operational		$ 150.00	$ 300.00	
Exterior Condensers (4-T)	2	Operational		$ 750.00	$ 1,500.00	
					$ 4,601.25	

Type of 4-Ton AC Unit	Approximate Weight Range (lbs)	Key Factors Affecting Weight
Central Split-System (Outdoor Condenser)	180 – 270	Compressor type, casing, coils

Pricing from HRH January 5, 2026

Shred/Tin	$ 0.08
Mixed Sheet Aluminum	$ 0.60
AL/C Radiators	$ 1.60
Elec Motors/Starters	$ 0.32
Average	$ 0.65

Continue to the Next Step

Appearance	Average
Physical Conditions	
Accessories	

CASE 1 - Selling Used AC To Dealer

	GOOD PRICE	BEST PRICE
RESALE PRICE	630	680

CASE 2 - Exchange Your Used AC / Air cooler / Air Conditioner

	GOOD PRICE	BEST PRICE
RESALE PRICE	680	720

CASE 3 - Sell Old Air Conditioner Directly to Customer

	GOOD PRICE	BEST PRICE
RESALE PRICE	810	830

The Air Conditioner Brand you have selected is Carrier, entered purchase price is 5000, and the selected Air Conditioner is bought before 11 year's and 0 month ago, Capacity of the Air Conditioner is 4 (in Ton).No of Door is . Power Rating is 1 and the Warranty is Not Available, the working condition of the machine is Working, the look / Appearance of the machine is Average.

Old Air Conditioner Resale Price Calculator | AC Exchange & Resale Value Estimator

Looking for the best resale price for your old Air Conditioner (AC), Air Cooler, or HVAC unit? Use our **AC Resale Price Calculator** to estimate the market value of your used AC based on factors like age, cooling capacity (tonnage), energy star rating, type (Window AC or Split AC), and overall condition of both the indoor and outdoor units. The material of the cooling coil (copper or aluminum) also plays a key role in determining the resale value.

Calculate the Best Resale Price for Your Air Conditioner (AC) | Window & Split AC Exchange Value

Our **Air Conditioner Resale Price Calculator** helps you determine the resale or exchange value of your used AC, Air Cooler, or HVAC system. The calculator provides an accurate market estimate based on factors such as brand, capacity, energy efficiency, coil type, and the physical condition of your unit. Get a realistic estimate of your AC's resale value before selling or exchanging it.

HRH

Price List

Material/Grade	Unit	Approx Rate	Notes/Conditions
#1 Prepared Steel	lb	$ 0.10	1/4" Thick cut to 3 foot or less
#1 Unprepared Steel	lb	$ 0.09	1/4" Thick over 3 foot
#2 Steel / Mixed	lb	$ 0.09	Light, clean, prepared or unprepared
Shred / Tin Steel	lb	$ 0.08	Shreddable Washers/Fridges/Bicycles
Bare Bright	lb	$ 4.10	Clean stripped electrical wire no coating
#1 Copper	lb	$ 4.00	Wire/Pipe No caulk/Paint/Rubber/Brass
#2 Copper	lb	$ 3.80	Some solder/paint/corrosion some brass
Insulated Copper Wire (65%)	lb	$ 2.00	Pencil lead thick no silver/tin coating
Insulalated Copper Wire 45%	lb	$ 1.40	Insulated with coatings and connectors
Aluminum Cans	lb	$ 0.65	Clean, loose aluminum beverage cans
Cast Aluminum	lb	$ 0.65	Clean cast
Mixed Sheet Alum	lb	$ 0.60	Mixed clean aluminum
Light Irony Aluminum	lb	$ 0.40	95% Alum with screws, rubber, caulk etc.
Aluminum Breakage	lb	$ 0.15	Transmissions, Al Blocks, 30% Aluminum
Alum Wheels Dirty less .20	lb	$ 0.75	Chrome wheels .50
Yellow Brass	lb	$ 2.10	Clean plumbers brass
Yellow Brass 85%	lb	$ 1.20	85% brass.
Auto Radiators Brass/Cu	lb	$ 2.10	Clean Automobile Brass Radiators
304 Stainless Solid	lb	$ 0.35	Clean stainless
Clean Lead	lb	$ 0.30	Solid lead sheets, etc.
Alum Copper Radiators	lb	$ 1.80	Clean
Alum Copper Radiators	lb	$ 1.60	Unclean
Alum Copper Ends	lb	$ 0.80	Ends cut off to clean the radiators
Aluminum RADS	lb	$ 0.50	All Aluminum Car Radiators
Elec Motors/Starters/Al	lb	$ 0.32	Basketball size or less
Seal Units	lb	$ 0.20	Compressors from HVAC units
Lead Batteries	lb	$ 0.20	Standard car batteries (acid removed)

Josh Dindo

From: Josh Dindo
Sent: Tuesday, December 16, 2025 3:03 PM
To: Phillip DeKeyser
Subject: RE: DIP- South Brookley Demo - Change Order - 01

From: Phillip DeKeyser <phillip@bienvillecs.com>
Sent: Tuesday, December 16, 2025 1:54 PM
To: Josh Dindo <Josh@bienvillecs.com>
Subject: RE: DIP- South Brookley Demo - Change Order - 01

Brandon –

We cannot execute this change order in its current form and respectfully request that it be revised to only address the additional ACM contingency work that has been completed and the CCD been issued for this value. This work needs to be incorporated into our contract to allow the subcontractors and vendors to bill for the work as work was completed in November 2025. While, I understand your desire to only send one change order through the City council, we believe that the ACM contingency and General Contingency should not be comingled while there is an unresolved issue pertaining to the use of the general contingency.

The general contingency remains open as Bienville Construction maintains its position that we are due compensation for the removal of HVAC units from the project. These units were present during the pre-bid walk (Shannon McIntyre was present and can confirm). They were removed after our letter of intent was issued, but prior to demolition activities commencing. We met onsite August 21, 2025 and all units had been removed. NTP was issued 8.27.25. These units were not removed by Bienville Construction. It was the City's responsibility to maintain control over the property until the NTP was issued. Bienville Construction did not remove the playground equipment that was shown to remain. Playground Equipment was not present during the 8.21.25 walk. There is value to these HVAC units which was included as salvaged per section 01 31 13-4 – 1.13.

In an effort to quickly resolve this open item we would suggest a sit down meeting with you and Ms. McIntyre and your earliest convenience. Thanks

From: Brandon Miller <brandon.miller@volkert.com>
Sent: Wednesday, December 3, 2025 3:07 PM
To: Phillip DeKeyser <phillip@bienvillecs.com>
Subject: FW: DIP- South Brookley Demo - Change Order - 01

Phillip,

I corrected the Mayor's signature line on the attached CO-01. If you don't see any errors, please execute so we can get approved.

Thanks

Brandon J. Miller

RESOLUTION

2025

Sponsored by:
Mayor William S. Stimpson and Councilmember C.J. Small

BE IT RESOLVED BY THE CITY COUNCIL OF MOBILE, ALABAMA, that the Mayor and the City Clerk be, and they hereby are, authorized and directed to execute and attest, respectively, for and on behalf of the City of Mobile, an Agreement, 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:	Bienville Construction Services, LLC
Project Name:	CIP Dauphin Island Parkway - South Brookley School Demolition
Project Number:	PR-002-24
Amount:	$347,840.00

Adopted: AUG 05 2025

City Clerk

AIA® Document A101® – 2017

Standard Form of Agreement Between Owner and Contractor where the basis of payment is a Stipulated Sum

AGREEMENT made as of the 5 day of August in the year 2025
(In words, indicate day, month and year.)

BETWEEN the Owner:
(Name, legal status, address and other information)

City of Mobile
P.O. Box 1827
Mobile, Alabama 36633-1827

and the Contractor:
(Name, legal status, address and other information)

Bienville Construction Services, LLC
250 N. Jackson St #2
Mobile AL 36603
City of Mobile Business License Number: 117291
Secretary of State Registration Number: 000-838-740

for the following Project:
(Name, location and detailed description)

Dauphin Island Parkway - South Brookley School Demolition
1600 Boykin Boulevard
Mobile, Alabama 36605
PR-002-24
Demolition of Buildings A, C, D, and the shed.

The Architect:
(Name, legal status, address and other information)

Architectural Engineering Department
P.O. Box 1827
Mobile, Alabama 36633-182702

The Owner and Contractor agree as follows.

ADDITIONS AND DELETIONS:
The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

The parties should complete A101®–2017, Exhibit A, Insurance and Bonds, contemporaneously with this Agreement. AIA Document A201®–2017, General Conditions of the Contract for Construction, is adopted in this document by reference. Do not use with other general conditions unless this document is modified.

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TABLE OF ARTICLES

1 THE CONTRACT DOCUMENTS

2 THE WORK OF THIS CONTRACT

3 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

4 CONTRACT SUM

5 PAYMENTS

6 DISPUTE RESOLUTION

7 TERMINATION OR SUSPENSION

8 MISCELLANEOUS PROVISIONS

9 ENUMERATION OF CONTRACT DOCUMENTS, INSURANCE AND BONDS

ARTICLE 1 THE CONTRACT DOCUMENTS

The Contract Documents consist of this Agreement, Conditions of the Contract (General, Supplementary, and other Conditions), Drawings, Specifications, Addenda issued prior to execution of this Agreement, other documents listed in this Agreement, and Modifications issued after execution of this Agreement, all of which form the Contract, and are as fully a part of the Contract as if attached to this Agreement or repeated herein. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations, or agreements, either written or oral. An enumeration of the Contract Documents, other than a Modification, appears in Article 9.

ARTICLE 2 THE WORK OF THIS CONTRACT

The Contractor shall fully execute the Work described in the Contract Documents, except as specifically indicated in the Contract Documents to be the responsibility of others.

ARTICLE 3 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

§ 3.1 The date of commencement of the Work shall be:
(Check one of the following boxes.)

[X] A date set forth in a notice to proceed issued by the Owner.

(Paragraphs deleted)

§ 3.2 The Contract Time shall be measured from the date of commencement of the Work.

§ 3.3 Substantial Completion

§ 3.3.1 Subject to adjustments of the Contract Time as provided in the Contract Documents, the Contractor shall achieve Substantial Completion of the entire Work:
(Check one of the following boxes and complete the necessary information.)

[X] Not later than One Hundred Eighty (180) calendar days from the date of the Notice to Proceed for commencement of the Work.

§ 3.3.2 If the Contractor fails to achieve Substantial Completion as provided in this Section 3.3, liquidated damages, if any, shall be assessed as set forth in Section 4.5.
(Table deleted)
(Paragraph deleted)

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ARTICLE 4 CONTRACT SUM

§ 4.1 The Owner shall pay the Contractor the Contract Sum in current funds for the Contractor's performance of the Contract. The Contract Sum shall be Three Hundred Forty Seven Thousand Eight Hundred Forty and 00/100 ($347,840.00), subject to additions and deductions as provided in the Contract Documents.

BID ITEM NO. 1001: $20,000.00
BID ITEM NO. 1002: $ 35,032.00
BID ITEM NO. 1003: $9,799.00
BID ITEM NO. 1004: $25,914.00
BID ITEM NO. 1005: $2,092.00
BID ITEM NO. 1006: $5,000.00
BID ITEM NO. 1007: $2,500.00
BID ITEM NO. 1008: $1,500.00
BID ITEM NO. 1009: $3,500.00
BID ITEM NO. 1011: $15,000.00
BID ITEM NO. 1012: $7,503.00
Contingency Allowance: $20,000.00
AMC Contingency Allowance: $200,000.00
Total Bid: $347,840.00

Total Contract Sum: $347,840.00

§ 4.2 Alternates

§ 4.2.1 Alternates, if any, included in the Contract Sum:

Item	Price
N/A	N/A

(Table deleted)
(Paragraphs deleted)

§ 4.3 Allowances, if any, included in the Contract Sum:
(Identify each allowance.)
Contingency Allowance: Twenty Thousand and 00/100 ($ 20,000.00)
AMC Contingency Allowance: Two Hundred Thousand and 00/100 ($ 200,000.00)

A. Contingency Allowance shall cover cost of material, labor, overhead, profit and other expenses for complete installation of items of additional work as required for a complete, functional project.
B. Contingency Allowance shall be used for unforeseen conditions not covered in the construction documents.
C. All extra work under this section must be authorized by the Owner, in writing, prior to materials or undertaking work.
D. Upon completion of the Work, the unused portion of the Allowance shall be credited back to the Owner in the form of a Change Order.
E. 'Allowances are subject to the same provision of AIA 201 Article 7.3.7.

(Table deleted)

F. All allowance draws require a change order signed by City and unused balances must use a deductive change order

§ 4.4 Unit prices, if any:
(Identify the item and state the unit price and quantity limitations, if any, to which the unit price will be applicable.)

Item	Units and Limitations	Price per Unit ($0.00)
UNIT PRICE NO. 1007	LF	$8.00
UNIT PRICE NO. 1008	AC	$3,000.00
UNIT PRICE NO. 1009	AC	$6,000.00
UNIT PRICE NO. 1011	SY	$125.00
UNIT PRICE NO. 1012	SY	$125.00

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§ 4.5 Liquidated damages:
(Insert terms and conditions for liquidated damages, if any.)

A time charge equal to Two Hundred Fifty and 00/100 Dollars ($250.00) per calendar day will be made against the Contractor for the entire period that any part of the Work remains uncompleted or any required closeouts documents are not acceptably submitted for more than thirty (30) days after the date specified for the substantial Completion of the Work, the amount of which shall be deducted by the owner, and shall be retained by the Owner out of monies otherwise due the Contractor in the final payment, not as a penalty, but as liquidated damages sustained.

(Paragraphs deleted)

ARTICLE 5 PAYMENTS

§ 5.1 Progress Payments

§ 5.1.1 Based upon Applications for Payment submitted to the Architect by the Contractor and Certificates for Payment issued by the Architect, the Owner shall make progress payments on account of the Contract Sum to the Contractor as provided below and elsewhere in the Contract Documents.

§ 5.1.2 The period covered by each Application for Payment shall be one calendar month ending on the 25th of the month.

§ 5.1.3 Provided that an Application for Payment in acceptable format is received by the Architect not later than the first 1st day of a month, the Owner shall make payment of the amount certified to the Contractor not later than the tenth 10th day of the following month. If an Application for Payment in acceptable format is received by the Architect after the application date fixed above, payment of the amount certified shall be made by the Owner not later than Forty (40) days after the Architect receives the Application for Payment.
(Federal, state or local laws may require payment within a certain period of time.)

§ 5.1.4 Each Application for Payment shall be based on the most recent schedule of values submitted by the Contractor in accordance with the Contract Documents. The schedule of values shall allocate the entire Contract Sum among the various portions of the Work. The schedule of values shall be prepared in such form, and supported by such data to substantiate its accuracy, as the Architect may require. This accepted schedule of values shall be used as a basis for reviewing the Contractor's Applications for Payment.

§ 5.1.5 Applications for Payment shall show the percentage of completion of each portion of the Work as of the end of the period covered by the Application for Payment.

§ 5.1.6 In accordance with AIA Document A201, General Conditions of the Contract for Construction (including Owner's then current Modifications), and subject to other provisions of the Contract Documents, the amount of each progress payment shall be computed as follows:

§ 5.1.6.1 The amount of each progress payment shall first include:

.1 That portion of the Contract Sum properly allocable to completed Work;

.2 That portion of the Contract Sum properly allocable to materials and equipment delivered and suitably stored at the site for subsequent incorporation in the completed construction, or, if approved in advance by the Owner, suitably stored off the site at a location agreed upon in writing and insured as specified.

.3 Completed work shall be determined by multiplying the percentage completion of each portion of the Work by the share of the Contract Sum allocated to that portion of the Work in the schedule of values.

§ 5.1.6.2 The amount of each progress payment shall then be reduced by:

.1 The aggregate of any amounts previously paid by the Owner;

.2 The amount, if any, for Work that remains uncorrected and for which the Architect has previously withheld a Certificate for Payment as provided in Article 9 of AIA Document A201–2017;

.3 Any amount for which the Contractor does not intend to pay a Subcontractor or material supplier, unless the Work has been performed by others the Contractor intends to pay;

.4 For Work performed or defects discovered since the last payment application, any amount for which the Architect may withhold payment, or nullify a Certificate of Payment in whole or in part, as provided in Article 9 of AIA Document A201–2017; and

.5 Retainage withheld pursuant to Section 5.1.7.

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§ 5.1.6.3 Any Progress Payment shall include partial release of liens for material and labor for previous application for payment amount approved and paid. The DBE Utilization Report shall be included with the pay application.

§ 5.1.6.4 Before first pay application may be submitted, a superintendent, project manager or other representative of the firm that will be working on the project must complete a City-Provided e-Builder training course per Article 10 Use Of City Project Management Software (E-Builder).

§ 5.1.7 Retainage

§ 5.1.7.1 For each progress payment made prior to Substantial Completion of the Work, the Owner may withhold the following amount, as retainage, from the payment otherwise due:
(Insert a percentage or amount to be withheld as retainage from each Application for Payment. The amount of retainage may be limited by governing law.)

Five percent (5%) of the first fifty percent (50%) of the completed work and after fifty percent (50%) completion has been accomplished, no further retainage shall be held from the original Contract Sum. Increases in the contract sum by Change Order shall also be subject to retainage.

§ 5.1.7.1.1 The following items are not subject to retainage:
(Insert any items not subject to the withholding of retainage, such as general conditions, insurance, etc.)

N/A

§ 5.1.7.2
(Paragraphs deleted)
Except as set forth in this Section 5.1.7.3, upon Substantial Completion of the Work, the Contractor may submit an Application for Payment that includes the retainage withheld from prior Applications for Payment pursuant to this Section 5.1.7. The Application for Payment submitted at Substantial Completion shall not include retainage as follows:
(Insert any other conditions for release of retainage upon Substantial Completion.)

The net amount of the Retainage shall be equal to two and one half percent (2.5%) of total Contract Sum, as increased or decreased by Change Order.

(Paragraphs deleted)
§ 5.1.8 If final completion of the Work is materially delayed through no fault of the Contractor, the Owner shall pay the Contractor any additional amounts in accordance with Article 9 of AIA Document A201–2017.

§ 5.1.9 Except with the Owner's prior approval, the Contractor shall not make advance payments to suppliers for materials or equipment which have not been delivered and stored at the site.

§ 5.2 Final Payment

§ 5.2.1 Final monthly progress payment, constituting the entire unpaid balance of the Contract Sum, less retainage, shall be made by the Owner to the Contractor when

.1 the Contractor has fully performed the Contract except for the Contractor's responsibility to correct Work as provided in Article 12 of AIA Document A201 (including Owner's then-current modifications which may be obtained from the Owner or, alternatively, a copy of which is incorporated in the Project Manual and incorporated by reference herein as a part thereof), and to satisfy other requirements, if any, which extend beyond final payment; and

.2 a Certificate of Substantial Completion has been issued by the Architect/Owner and the project accepted.

§ 5.2.2 The Owner's final payment to the Contractor of retainage shall be made as follows:

The final two and one half percent (2.5%) of the total Contract Sum retained will not be paid until proof of publication is submitted and all written claims paid in full. Contractor to submit the following:
•Contractor's Affidavit of Payment of Debts and Claims (AIA form G706, included in contract documents) with

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a.) Contractor's Release or Waiver of Liens
b.) Releases or Waivers of Liens from Subcontractors and Material and Equipment Suppliers;
•Contractor's Affidavit of Release of Liens (AIA form G706A, included in contract documents);
•Consent of Surety, if any, to final payment (AIA form G707, included in contract documents);
•Any additional close out requirements per the contract documents; and
•Notarized Affidavit of Notice of Completion advertisement from publisher.

Contractor shall provide proof of publication of Notice of Completion in a local newspaper once per week for four (4) consecutive weeks, as required in the Title 39, Section 39-1-1, Subsection (f), of the Code of Alabama quoted below. "The Contractor shall, immediately after the completion of the contract, give notice of Completion by an advertisement in a newspaper of general circulation published within the city or county in which the work has been done, for a period of four (4) consecutive weeks. A final settlement shall not be made upon the contract until the expiration of thirty (30) days after the completion of the notice. Proof of publication of the notice shall be made by the contractor to the authority by whom the contract was made by affidavit of the publisher and a printed copy of the notice published. If no newspaper is published in the county in which the work is done, the notice may be given by the contract." (Acts 1927, No. 39, 9.37; Acts 1935, No. 39, 9. 70; Code 1940, T. 50, Section 16; Acts 1983, No. 83-737, 9.1203; Acts 1989, No. 89-650m 9. 1284, Section 1; Acts 1994, No. 94-207, p, 270, Section 1; Acts 1997, No. 97-225, p. 348, Section 1.)

The Notice of Completion shall read as follows:

STATE OF ALABAMA
COUNTY OF MOBILE
NOTICE OF COMPLETION

In accordance with Chapter I, Title 39, Code of Alabama, 1975, NOTICE IS HEREBY given that Bienville Construction Services, LLC has completed the contract for Dauphin Island Parkway - South Brookley School Demolition 1600 Boykin Boulevard Mobile, Alabama 36605 PR-002-24. All persons having any claims for labor, material or otherwise in connection with this project should immediately notify the Architectural Engineering Department, City of Mobile, P. O. Box 1827, Mobile, Alabama 36633-1827.

Publication of the Notice of Completion shall not begin until the Project has been accepted as Substantially Complete by the City of Mobile.

(Paragraphs deleted)

ARTICLE 6 DISPUTE RESOLUTION

§ 6.1 Initial Decision Maker

The Engineer will serve as the Initial Decision Maker pursuant to Article 15 of AIA Document A201, unless the parties appoint below another individual, not a party to this Agreement, to serve as the Initial Decision Maker.
(If the parties mutually agree, insert the name, address and other contact information of the Initial Decision Maker, if other than the Architect.)

N/A

§ 6.2 Binding Dispute Resolution

For any Claim, the method of binding dispute resolution shall be as follows:
(Check the appropriate box.)

[X] Litigation in a court of competent jurisdiction

§ 6.3 Governing Law and Venue

(Paragraph deleted)
This Agreement shall be governed by the laws of the State of Alabama, and the appropriate venue of any actions arising out of this Agreement shall be a court of proper jurisdiction in Mobile, Alabama.

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ARTICLE 7 TERMINATION OR SUSPENSION

§ 7.1 The Contract may be terminated by the Owner or the Contractor as provided in Article 14 of AIA Document A201, General Conditions of the Contract for Construction, including Owner's then-current modifications, a copy of which is incorporated in the contract documents and incorporated by reference herein as a part thereof.

(Paragraphs deleted)

§ 7.2 The Work may be suspended by the Owner as provided in Article 14 of AIA Document A201, General Conditions of the Contract for Construction, including Owner's then-current modifications, a copy of which is incorporated in the contract documents and incorporated by reference herein as a part thereof.

ARTICLE 8 MISCELLANEOUS PROVISIONS

§ 8.1 Where reference is made in this Agreement to a provision of AIA Document A201 or another Contract Document, the reference refers to that provision as amended or supplemented by other provisions of the Contract Documents. A copy of such amended, revised or supplemental provision is incorporated in the contract documents and hereby incorporated by reference herein as a part thereof.

§ 8.2 The Owner's representative:
(Name, address, email address, and other information)

Director, Architectural Engineering
P.O. Box 1827
Mobile, Alabama 36633-1827

§ 8.3 The Contractor's representative:
(Name, address, email address, and other information)

Phillip DeKeyser
250 N Jackson St. #2
Mobile AL, 36603
phillip@bienvillecs.com
251-220-4406

§ 8.4 Neither the Owner's nor the Contractor's representative shall be changed without ten (10) days' prior notice to the other party.

§ 8.5 Insurance and Bonds

§ 8.5.1 The Owner and the Contractor shall purchase and maintain insurance as set forth below:
The Contractor shall purchase and maintain from a company or companies lawfully authorized to do business in the jurisdiction in which the Project is located such insurance as will protect the Contractor from claims set forth below which may arise out of or result from the Contractor's operations be by the Contractor or by a Subcontractor or by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable:

.1 Claims under workers' compensation, disability benefit and other similar employee benefit acts that are applicable to the Work to be performed;
.2 Claims for damages because of bodily injury, occupational sickness or disease, or death of the Contractor's employees;
.3 Claims for damages because of bodily injury, sickness or disease, or death of any person other than the Contractor's employees;
.4 Claims for damages insured by usual personal injury liability coverage;
.5 Claims for damages, because of injury to or destruction of tangible property, including loss of use resulting therefrom;
.6 Claims for damages because of bodily injury, death of a person or property damage arising out of ownership, maintenance or use of a motor vehicle;
.7 Claims for bodily injury or property damage arising out of completed operations; and

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.8 Claims involving contractual liability insurance applicable to the Contractor's obligations under Section 3.18 of the General Conditions of the Contract for Construction.

The Contractor shall take out and maintain during the life of the Contract no less than the following amounts of insurance with the City of Mobile named as an additional insured. Contractor shall submit a Certificate of Insurance. Insurance companies listed as the "Companies Affording Coverage" shall be authorized by the Secretary of the State of Alabama. Insurance produced out of the State of Alabama must be signed or counter signed by a licensed Agent of Alabama, with the Agent's name, address and telephone number typed or printed on the face of the Certificate of Insurance.

.1 Workmen's Compensation Insurance: - Statutory-amount and coverage as required by all applicable laws, rules or regulations of the State of Alabama and the United States of America, Including the U. S. Longshore and Harbor Workers Act and the Jones Act, if applicable.

.2 Employee's Liability Insurance shall be provided for limits of liability not less than:

A.	Bodily Injury by Accident	$1,000,000 each accident
B.	Bodily Injury by Disease	$1,000,000 each employee
C.	Bodily Injury by Disease	$1,000,000 each policy

.3 United States Longshoreman's Harbor Worker's Act.

.4 Jones Act Coverage (if applicable) placed either in the Workers Compensation or through the Marine General Liability.

.5 The Contractor shall provide Broad Form (commonly termed Comprehensive) General Liability Insurance (including premises-product-completed operations, independent contractors, and blanket contractual liability), specifically covering the obligations assumed by the Contractor for limits of liability not less than:

A.	Bodily Injury	$1,000,000 each person $1,000,000 each occurrence
B.	Property Damage	$1,000,000 each occurrence; or
C.	Bodily Injury and Property Damage	$1,000,000 combined single limit

.6 Such comprehensive policy shall include the following:

A. All liability of the Contractor, for the Contractor's Direct Operations.
B. Subcontractor's Operations.
C. Completed Operations Cover, thereby meaning any loss which shall occur after the contract has been completed, but which can be traced back to the Contract.
D. General Aggregate Limit of $2,000,000 shall apply on a "Per Project" Basis.
E. Contractual Liability, meaning thereby; any risk assumed by the Contractor under Hold Harmless Agreements or any other assumption of liability, but specifically items 11.1.1.8.3G herein below
F. Broad Form Property Damage Coverage, including Completed Operations.
G. Personal Injury Liability, with employee's exclusions removed.
H. Explosion and Collapse Hazard:
Included or X Not Applicable.
I. Underground Hazard:
Included or X Not Applicable.

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.7 The Contractor shall carry for himself and shall require that all Subcontractors and all Owners of Automobiles or trucks rented or hired on the contract carry, until the Contracts is completed, Comprehensive Automobile Liability Coverage for Bodily Injury and property. Damage for any auto in amounts not less than the minimum amounts as indicated. The Contractor and Subcontractor shall also carry for themselves insurance for all non-owned and hired automobile at the limits of liability as indicated below:

A.	Bodily Injury	$1,000,000 each person $1,000,000 each occurrence
B.	Property damage	$1,000,000 each occurrence; or,
C.	Bodily Injury and Property damage	$1,000,000 combined single limit

.8 Umbrella/Excess Liability: $2,000,000 combined single limit each occurrence for bodily injury and/or property damage. Must follow-form

.9 Builder's Risk Coverage (Property Insurance): ~~The Contractor shall carry for the Owner, himself, and all Subcontractors a Builder's Risk Policy to cover the full amount of the Contract during construction, fabrication or erection of any equipment.~~ NO BUILDER'S RISK PER INCLUDED. 7.7.2025

A. The Contractor shall purchase and maintain, in a company or companies lawfully authorized to do business in the jurisdiction in which the Project is located, property insurance written on a builder's risk "all-risk" or equivalent policy form in the amount of the initial Contract Sum, plus value of subsequent Contract Modifications and cost of materials supplied or installed by others, comprising total value for the entire Project at the site on a replacement cost basis. Such property insurance shall be maintained, unless otherwise provided in the Contract Documents or otherwise agreed in writing by all persons and entities who are beneficiaries of such insurance, until final payment has been made as provided in Section 9.10 or until no person or entity other than the Owner has an insurable interest in the property, whichever is later. This insurance shall include interests of the Owner, the Contractor, Subcontractors, Sub-subcontractors, and the Design Professionals in the Project.

B. Property insurance shall be on an "all-risk" or equivalent policy form and shall include, without limitation, insurance against the perils of fire (with extended coverage) and physical loss or damage including, without duplication of coverage, theft, vandalism, malicious mischief, collapse, windstorm, falsework, testing and startup, temporary buildings and debris removal including demolition occasioned by enforcement of any applicable legal requirements, and shall cover reasonable compensation for Architect's and Contractor's services and expenses required as a result of such insured loss.

C. If the property insurance requires deductibles, the Contractor shall pay costs not covered because of such deductibles. Deductibles shall be limited to a maximum of $2,500.00 unless the loss is caused by windstorm; then deductible shall be a maximum of three percent (3%) of the insured value.

D. This property insurance shall cover the full value of equipment, material, and other portions of the Work stored off the site, and also portions of the Work in transit. There shall be no limits on the value of loss per occurrence.

E. A named storm endorsement is required. The deductible shall be a maximum of three percent (3%) of the insured value.

.10 A Surety authorized to do business in the State of Alabama shall furnish the required Insurance.

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.11 The standard ACORD™ format shall be provided. The ACORD™ Certificate must be signed or countersigned by a Licensed Resident Agent of the State of Alabama and the agent's name, address and telephone number must appear on the face of the certificate.

.12 The Surety must have a minimum rating of A/Class VI as reported in the latest issue of Best's Key Rating Guide Property-Casualty, published by Alfred M. Best Company, Inc. if the bid price exceeds $50,000.00.

.13 "In Rem" endorsement.

The insurance shall be written for not less than limits of liability specified in the Contract Documents or required by law, whichever coverage is greater. Coverages, whether written on an occurrence or claims-made basis, shall be maintained without interruption from the date of commencement of the Work until the date of final payment and termination of any coverage required to be maintained after final payment, and, with respect to the Contractor's completed operations coverage, until the expiration of the period for correction of Work or for such other period for maintenance of completed operations coverage as specified in the Contract Documents.

Certificates of insurance acceptable to the Owner shall be filed with the Owner within ten (10) calendar days from date of issuance of contract forms for execution. Contractor shall deliver to the City of Mobile, certificates of insurance certifying the existence and limits of the insurance coverages along with separate policy endorsements. Contractor shall also be responsible for delivering policy renewal certificates to the City of Mobile, and thereafter upon renewal or replacement of each required policy of insurance. These certificates and the insurance policies shall contain a provision that coverages afforded under the policies will not be cancelled subject to non-renewal nor material change, or allowed to expire without at least thirty (30) days' (except ten (10) days from non-payment) prior written notice has been given to the Owner. An additional certificate evidencing continuation of liability coverage, including coverage for completed operations, shall be submitted with the final Application for Payment and thereafter upon renewal or replacement of such coverage until the expiration of the time. Information concerning reduction of coverage on account of revised limits or claims paid under the General Aggregate, or both, shall be furnished by the Contractor with reasonable promptness.

All policies of insurance, except worker's compensation, shall be endorsed to provide that all such insurances are primary and non-contributing with any other insurance maintained by the City of Mobile and endorsed to waive rights of subrogation in favor of the City of Mobile.

The Contractor shall cause the commercial liability coverage required by the Contract Documents to include (1) the Owner, the Architect and the Architect's Consultants as additional insureds for claims caused in whole or in part by the Contractor's negligent acts or omissions during the Contractor's operations; and (2) the Owner as an additional insured for claims caused in whole or in part by the Contractor's negligent acts or omissions during the Contractor's completed operations.

§ 8.5.2 The Contractor shall provide bonds as set forth below:
Contractor shall furnish bonds covering faithful performance of the Contract and payment of obligations arising thereunder.

Upon the request of any person or entity appearing to be a potential beneficiary of bonds covering payment of obligations arising under the Contract, the Contractor shall promptly furnish a copy of the bonds or shall authorize a copy to be furnished.

The Labor and Material Payment Bond and the Performance Bond shall each be for one hundred percent (100%) of the Contract Sum.

1. Bond shall be submitted with the executed agreement on provided form(s).

2. Power of Attorney is required for both bonds.

3. A Surety authorized to do business in the State of Alabama shall furnish both bonds.

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4. A Surety licensed to do business in the State of Alabama must execute the bonds.

5. The Surety must have a minimum rating of A/Class VI as reported in the latest issue of Best's Key Rating Guide Property-Casualty, published by Alfred M. Best Company, Inc., if the bid price exceeds $50,000.00.

6. The Surety company shall be required to execute AIA Document G-707, "Consent of Surety to Final Payment" prior to Final Payment being made to the Contractor.

§ 8.6
(Paragraphs deleted)
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. Contractor hereby confirms and agrees that Contractor is not a 'design professional' as defined in Alabama Act 2021-318, and not required to carry professional liability insurance for the performance or obligations of this contract.

§ 8.7 Other provisions:

Contractor shall provide a minimum one (1) years warranty from the date of substantial completion of all Labor and Materials for the Work covered by this contract, unless otherwise specified. Labor and Material warranties required by other sections of the construction document shall not conflict with this provision. The most stringent warranty provision shall apply.

§ 8.8 Force Majeure:
In the event that either party hereto shall be delayed or hindered in or prevented from the performance of any act required hereunder by reason of strikes, lockouts, labor troubles, inability to procure materials, failure of power, restrictive governmental laws or regulations, riots, insurrection, war, Act of God, or other reason of a like nature not the fault of the party delayed in performing work or doing acts required under the terms of this Agreement, then performance of such act shall be excused for the period of the delay and the period for the performance of any such act shall be extended for a period equivalent to the period of such delay.

ARTICLE 9 ENUMERATION OF CONTRACT DOCUMENTS

§ 9.1 This Agreement is comprised of the following documents:

.1 AIA Document A101™–2017, Standard Form of Agreement Between Owner and Contractor

(Paragraph deleted)

.2 AIA Document A201, General Conditions of the Contract for

(Paragraphs deleted)

Construction, including Owner's then-current modifications, a copy of which is incorporated in the contract documents and incorporated by reference herein as a part thereof.

(Paragraph deleted)

.3 Drawings

Number	Title	Date
Sheet 1	ALTA/NSPS Land Title Survey	May 21, 2025
Sheet 2	ALTA/NSPS Land Title Survey	May 21, 2025
C1.0	DEMO SITE PLAN	May 21, 2025
C2.0	BMP DETAILS	May 21, 2025

.4 Specifications

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Section	Title	Date
DIVISION 01	**GENERAL**	May 21, 2025
01100	**Definition of Bid Items**	May 21, 2025
01 11 00	**Summary of Work**	May 21, 2025
01 21 00	**Allowances**	May 21, 2025
01 29 00	**Payment Procedures**	May 21, 2025
01 31 13	**Project Coordination & Schedule**	May 21, 2025
01 31 19	**Project Meetings**	May 21, 2025
01 33 00	**Submittals**	May 21, 2025
01 35 43	**Environmental Procedures**	May 21, 2025
01 50 00	**Mobilization and Demobilization**	May 21, 2025
01 70 00	**Contract Closeout**	May 21, 2025
DIVISON 02	**SITEWORK**	May 21, 2025
02 22 40	**Fill and Backfill**	May 21, 2025
02 41 00	**Demolition**	May 21, 2025
02 53 00	**Topsoil**	May 21, 2025
DIVISION 31	**EARTHWORK**	May 21, 2025
31 00 00	**Earthwork**	May 21, 2025
31 23 23	**Flowable Fill**	May 21, 2025
31 25 00	**Soil Erosion and Sediment Control**	May 21, 2025
DIVISION 32	**EXTERIOR IMPROVEMENTS**	May 21, 2025
32 31 13	**Fencing**	May 21, 2025
32 91 13	**Ground Prep and Vegetation Establishment**	May 21, 2025

.5 Addenda, if any:

Number	Date
Addendum 1	May 28, 2025
Addendum 2	May 29, 2025
Addendum 3	June 4, 2025
Addendum 4	June 7, 2025

Portions of Addenda relating to bidding or proposal requirements are not part of the Contract Documents unless the bidding or proposal requirements are also enumerated in this Article 9.

(Paragraph deleted)

.6 Other Exhibits:

(Paragraphs deleted)

§ 9.2

(Table deleted)

Supplementary and other Conditions of the Contract:

Document	Title	Date	Pages
N/A			

§ 9.2.1 Other documents, if any, listed below:

(List here any additional documents that are intended to form part of the Contract Documents. AIA Document A201™–2017 provides that the advertisement or invitation to bid, Instructions to Bidders, sample forms, the Contractor's bid or proposal, portions of Addenda relating to bidding or proposal requirements, and other information furnished by the Owner in anticipation of receiving bids or proposals, are not part of the Contract Documents unless enumerated in this Agreement. Any such documents should be listed here only if intended to be part of the Contract Documents.)

BIDDING AND CONTRACT REQUIREMENTS

Section 00100 Invitation to Bid

Section 00200 Instructions to Bidders-AIA Document A701-2018

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Section 00300	Supplementary Instructions to Bidders
Section 00400	Bid Form
	Accounting of Sales Tax Form C-3A
	Office of Supplier Diversity Subcontracting and Major Supplier Plan
Section 00500	Standard Form of Agreement Between Owner and Contractor AIA Document A101
Section 00600	Bonds, Certificates and Affidavits
	Performance Bond
	Labor and Material Payment Bond
	E-Verify Documentation (Sample)
	Application and Certificate for Payment-AIA Document G702and G703 with DBE Utilization Report
	Certificate of Substantial Completion-AIA Document G704
	Contractor's Affidavit of Payment of Debts and Claims- AIA Document G706
	Contractor's Affidavit of Release of Liens-AIA Document G706A
	Consent of Surety to Final Payment-AIA Document G707
	Request for Taxpayer Identification Number and Certification W9 Tax Form and City of Mobile Vendor Information Form
Section 00700	General Conditions of the Contract for Construction- AIA Document A201

§ 9.2.2 Best Management Practices (BMPs): The Contractor shall be responsible for providing, implementing and maintaining BMPs for sediment and erosion control in full compliance with all applicable Local, State and Federal Codes and Ordinances throughout the contract period. All Work shall be in accordance with the Clean Water Act; the Alabama Water Pollution Control Act; the current version of the Alabama Handbook for Erosion Control, Sediment Control Storm water Management on Construction sites and Urban Areas; and the current version of the Mobile, Alabama City Code Chapter 17 Storm water Management and Flood Control. All Wastewater with oils, grease, paint, mortar, etc., shall be properly contained and disposed of.

§ 9.2.3 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.

§ 9.2.4 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.

§ 9.2.5 Public Contracts with Entities Engaging in certain Boycott Activities:
By signing this contract, the Contractor further 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.

§ 9.2.6 Severability Clause:
In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provisions of this Agreement, but this Agreement shall be construed as if such invalid or illegal or unenforceable provision had never been contained herein. Upon such determination that any term or other provision is invalid, illegal or unenforceable, the court or other tribunal making such determination is authorized and instructed to modify this Agreement so as to effect the original intent of the parties as closely as possible so that the transactions and agreements contemplated herein are consummated as originally

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contemplated to the fullest extent possible.

§ 9.2.7 Non-Agency Clause:
Contractor, in the performance of its operations and obligations hereunder, shall not be deemed to be an agent of City but shall be deemed to be an independent Contractor in every respect and shall take all steps at its own expense, as City may from time to time request, to indicate that it is an independent Contractor. City does not and will not assume any responsibility for the means by which or the manner in which the services by Contractor provided for herein are performed, but on the contrary, Contractor shall be wholly responsible therefore.

ARTICLE 10. USE OF CITY PROJECT MANAGEMENT SOFTWARE (E-BUILDER)

The City of Mobile utilizes e-Builder, a cloud-based Construction Project Management Information System (PMIS) that streamlines every aspect of construction projects, including planning, estimating, document control, construction, and closeout.

The Contractor shall participate in a City-provided training session on the use of e-Builder. This training is mandatory for all personnel responsible for submitting schedules, pay applications, submittals, Requests for Information (RFIs), and other project-related documentation through the e-Builder platform. Training will be provided by the City at no cost to the Contractor. Failure to complete the required training may be considered a material breach of this Agreement, and may delay processing of project documentation.

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This Agreement entered into as of the day and year first written above.

Owner: City of Mobile

OWNER *(Signature)*

(Rows deleted)

William S. Stimpson, Mayor
(Printed name and title)

Legal Name of Party to Contract:
Contractor: Bienville Construction Services, LLC

CONTRACTOR *(By Signature)*

Phillip DeKeyser, Owner
(Printed name and title)

ATTEST:

City Clerk

SEAL OF THE CITY OF MOBILE, ALABAMA
FROM ENCHANTING TRADITION ENDURING PROGRESS
MOBILE ALABAMA
FOUNDED 1702

STATE OF Alabama
COUNTY OF Mobile

Before me, the undersigned a Notary Public in and for said County and State, personally appeared Phillip DeKeyser as Owner of Bienville Construction Services, LLC and after being duly sworn, did depose and say that he, as such officer and with full authority, signed the above and foregoing voluntarily as the act of said corporation on the day the same bears date.
Sworn to and subscribed for me this 7th day of July, 2025.

NOTARY PUBLIC
My Commission Expires: 8/26/26

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Bond No. 8053942

Document A312™ – 2010

Conforms with The American Institute of Architects AIA Document 312

Performance Bond

CONTRACTOR:
(Name, legal status and address)

Bienville Construction Services, LLC
250 North Jackson Street, Unit 2
Mobile, AL 36603

SURETY:
(Name, legal status and principal place of business)

Amerisure Mutual Insurance Company
P.O. Box 9098
Farmington Hills, MI 48333-9098
Mailing Address for Notices

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

OWNER:
(Name, legal status and address)

City of Mobile
P.O. Box 1827
Mobile, AL 36633

CONSTRUCTION CONTRACT
Date:

Amount: $ 347,840.00 Three Hundred Forty Seven Thousand Eight Hundred Forty Dollars and 00/100

Description:
(Name and location)

Dauphin Island Parkway - South Brookey School Demolition - 1600 Boykin Boulevard, Mobile, AL 36605 - PR-002-24 - Demolition of Buildings A, C, D, and the shed

BOND
Date:
(Not earlier than Construction Contract Date)

Amount: $ 347,840.00 Three Hundred Forty Seven Thousand Eight Hundred Forty Dollars and 00/100

Modifications to this Bond: ☒ None ☐ See Section 16

CONTRACTOR AS PRINCIPAL

Company: *(Corporate Seal)*
Bienville Construction Services, LLC

Signature:
Name and Title: Patrick P DeKeyser Owner

SURETY

Company: *(Corporate Seal)*
Amerisure Mutual Insurance Company

Signature:
Name and Title: Brittany Manna Attorney-in-Fact

(Any additional signatures appear on the last page of this Performance Bond.)

(FOR INFORMATION ONLY — Name, address and telephone)

AGENT or BROKER:

McGriff, a Marsh & McLennan Agency LLC Company
2520 Northwinds Parkway, Suite 600
Alpharetta, GA 30009
770-664-6818

OWNER'S REPRESENTATIVE:
(Architect, Engineer or other party:)

Architectural Engineering Department
P.O. Box 1827
Mobile, AL 36633

S-1852/AS 8/10

§ 1 The Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to the Owner for the performance of the Construction Contract, which is incorporated herein by reference.

§ 2 If the Contractor performs the Construction Contract, the Surety and the Contractor shall have no obligation under this Bond, except when applicable to participate in a conference as provided in Section 3.

§ 3 If there is no Owner Default under the Construction Contract, the Surety's obligation under this Bond shall arise after

.1 the Owner first provides notice to the Contractor and the Surety that the Owner is considering declaring a Contractor Default. Such notice shall indicate whether the Owner is requesting a conference among the Owner, Contractor and Surety to discuss the Contractor's performance. If the Owner does not request a conference, the Surety may, within five (5) business days after receipt of the Owner's notice, request such a conference. If the Surety timely requests a conference, the Owner shall attend. Unless the Owner agrees otherwise, any conference requested under this Section 3.1 shall be held within ten (10) business days of the Surety's receipt of the Owner's notice. If the Owner, the Contractor and the Surety agree, the Contractor shall be allowed a reasonable time to perform the Construction Contract, but such an agreement shall not waive the Owner's right, if any, subsequently to declare a Contractor Default;

.2 the Owner declares a Contractor Default, terminates the Construction Contract and notifies the Surety; and

.3 the Owner has agreed to pay the Balance of the Contract Price in accordance with the terms of the Construction Contract to the Surety or to a contractor selected to perform the Construction Contract.

§ 4 Failure on the part of the Owner to comply with the notice requirement in Section 3.1 shall not constitute a failure to comply with a condition precedent to the Surety's obligations, or release the Surety from its obligations, except to the extent the Surety demonstrates actual prejudice.

§ 5 When the Owner has satisfied the conditions of Section 3, the Surety shall promptly and at the Surety's expense take one of the following actions:

§ 5.1 Arrange for the Contractor, with the consent of the Owner, to perform and complete the Construction Contract;

§ 5.2 Undertake to perform and complete the Construction Contract itself, through its agents or independent contractors;

§ 5.3 Obtain bids or negotiated proposals from qualified contractors acceptable to the Owner for a contract for performance and completion of the Construction Contract, arrange for a contract to be prepared for execution by the Owner and a contractor selected with the Owner's concurrence, to be secured with performance and payment bonds executed by a qualified surety equivalent to the bonds issued on the Construction Contract, and pay to the Owner the amount of damages as described in Section 7 in excess of the Balance of the Contract Price incurred by the Owner as a result of the Contractor Default; or

§ 5.4 Waive its right to perform and complete, arrange for completion, or obtain a new contractor and with reasonable promptness under the circumstances:

.1 After investigation, determine the amount for which it may be liable to the Owner and, as soon as practicable after the amount is determined, make payment to the Owner; or

.2 Deny liability in whole or in part and notify the Owner, citing the reasons for denial.

§ 6 If the Surety does not proceed as provided in Section 5 with reasonable promptness, the Surety shall be deemed to be in default on this Bond seven days after receipt of an additional written notice from the Owner to the Surety demanding that the Surety perform its obligations under this Bond, and the Owner shall be entitled to enforce any remedy available to the Owner. If the Surety proceeds as provided in Section 5.4, and the Owner refuses the payment or the Surety has denied liability, in whole or in part, without further notice the Owner shall be entitled to enforce any remedy available to the Owner.

§ 7 If the Surety elects to act under Section 5.1, 5.2 or 5.3, then the responsibilities of the Surety to the Owner shall not be greater than those of the Contractor under the Construction Contract, and the responsibilities of the Owner to the Surety shall not be greater than those of the Owner under the Construction Contract. Subject to the commitment by the Owner to pay the Balance of the Contract Price, the Surety is obligated, without duplication, for

.1 the responsibilities of the Contractor for correction of defective work and completion of the Construction Contract;
.2 additional legal, design professional and delay costs resulting from the Contractor's Default, and resulting from the actions or failure to act of the Surety under Section 5; and
.3 liquidated damages, or if no liquidated damages are specified in the Construction Contract, actual damages caused by delayed performance or non-performance of the Contractor.

§ 8 If the Surety elects to act under Section 5.1, 5.3 or 5.4, the Surety's liability is limited to the amount of this Bond.

§ 9 The Surety shall not be liable to the Owner or others for obligations of the Contractor that are unrelated to the Construction Contract, and the Balance of the Contract Price shall not be reduced or set off on account of any such unrelated obligations. No right of action shall accrue on this Bond to any person or entity other than the Owner or its heirs, executors, administrators, successors and assigns.

§ 10 The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders and other obligations.

§ 11 Any proceeding, legal or equitable, under this Bond may be instituted in any court of competent jurisdiction in the location in which the work or part of the work is located and shall be instituted within two years after a declaration of Contractor Default or within two years after the Contractor ceased working or within two years after the Surety refuses or fails to perform its obligations under this Bond, whichever occurs first. If the provisions of this Paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.

§ 12 Notice to the Surety, the Owner or the Contractor shall be mailed or delivered to the address shown on the page on which their signature appears.

§ 13 When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

§ 14 Definitions

§ 14.1 Balance of the Contract Price. The total amount payable by the Owner to the Contractor under the Construction Contract after all proper adjustments have been made, including allowance to the Contractor of any amounts received or to be received by the Owner in settlement of insurance or other claims for damages to which the Contractor is entitled, reduced by all valid and proper payments made to or on behalf of the Contractor under the Construction Contract.

§ 14.2 Construction Contract. The agreement between the Owner and Contractor identified on the cover page, including all Contract Documents and changes made to the agreement and the Contract Documents.

§ 14.3 Contractor Default. Failure of the Contractor, which has not been remedied or waived, to perform or otherwise to comply with a material term of the Construction Contract.

§ 14.4 Owner Default. Failure of the Owner, which has not been remedied or waived, to pay the Contractor as required under the Construction Contract or to perform and complete or comply with the other material terms of the Construction Contract.

§ 14.5 Contract Documents. All the documents that comprise the agreement between the Owner and Contractor.

§ 15 If this Bond is issued for an agreement between a Contractor and subcontractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

§ 16 Modifications to this bond are as follows:

(Space is provided below for additional signatures of added parties, other than those appearing on the cover page.)

CONTRACTOR AS PRINCIPAL		SURETY	
Company:	*(Corporate Seal)*	Company:	*(Corporate Seal)*
Signature:		Signature:	
Name and Title:		Name and Title:	
Address		Address	

S-1852/AS 8/10

Bond No. 8053942

Document A312™ – 2010

Conforms with The American Institute of Architects AIA Document 312

Payment Bond

CONTRACTOR:
(Name, legal status and address)

Bienville Construction Services, LLC
250 North Jackson Street, Unit 2
Mobile, AL 36603

SURETY:
(Name, legal status and principal place of business)

Amerisure Mutual Insurance Company
P.O. Box 9098
Farmington Hills, MI 48333-9098
Mailing Address for Notices

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

OWNER:
(Name, legal status and address)

City of Mobile
P.O. Box 1827
Mobile, AL 36633

CONSTRUCTION CONTRACT
Date:

Amount: $ 347,840.00 Three Hundred Forty Seven Thousand Eight Hundred Forty Dollars and 00/100

Description:
(Name and location)
Dauphin Island Parkway - South Brookey School Demolition - 1600 Boykin Boulevard, Mobile, AL 36605 - PR-002-24 - Demolition of Buildings A, C, D, and the shed

BOND
Date:
(Not earlier than Construction Contract Date)

Amount: $ 347,840.00 Three Hundred Forty Seven Thousand Eight Hundred Forty Dollars and 00/100

Modifications to this Bond: [X] None [ ] See Section 18

CONTRACTOR AS PRINCIPAL
Company: *(Corporate Seal)*

Bienville Construction Services, LLC

Signature:
Name and Title: Philip DeKeyser Owner

SURETY
Company: *(Corporate Seal)*

Amerisure Mutual Insurance Company

Signature:
Name and Title: Brittany Manna Attorney-in-Fact

AMERISURE MUTUAL INSURANCE COMPANY CORPORATE SEAL 2000 MICHIGAN

(Any additional signatures appear on the last page of this Payment Bond.)

(FOR INFORMATION ONLY — Name, address and telephone)

AGENT or BROKER:

McGriff, a Marsh & McLennan Agency LLC Company
2520 Northwinds Parkway, Suite 600
Alpharetta, GA 30009
770-664-6818

OWNER'S REPRESENTATIVE:
(Architect, Engineer or other party:)

Architectural Engineering Department
P.O. Box 1827
Mobile, AL 36633

S-2149/AS 8/10

§ 1 The Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to the Owner to pay for labor, materials and equipment furnished for use in the performance of the Construction Contract, which is incorporated herein by reference, subject to the following terms.

§ 2 If the Contractor promptly makes payment of all sums due to Claimants, and defends, indemnifies and holds harmless the Owner from claims, demands, liens or suits by any person or entity seeking payment for labor, materials or equipment furnished for use in the performance of the Construction Contract, then the Surety and the Contractor shall have no obligation under this Bond.

§ 3 If there is no Owner Default under the Construction Contract, the Surety's obligation to the Owner under this Bond shall arise after the Owner has promptly notified the Contractor and the Surety (at the address described in Section 13) of claims, demands, liens or suits against the Owner or the Owner's property by any person or entity seeking payment for labor, materials or equipment furnished for use in the performance of the Construction Contract and tendered defense of such claims, demands, liens or suits to the Contractor and the Surety.

§ 4 When the Owner has satisfied the conditions in Section 3, the Surety shall promptly and at the Surety's expense defend, indemnify and hold harmless the Owner against a duly tendered claim, demand, lien or suit.

§ 5 The Surety's obligations to a Claimant under this Bond shall arise after the following:

§ 5.1 Claimants, who do not have a direct contract with the Contractor,

.1 have furnished a written notice of non-payment to the Contractor, stating with substantial accuracy the amount claimed and the name of the party to whom the materials were, or equipment was, furnished or supplied or for whom the labor was done or performed, within ninety (90) days after having last performed labor or last furnished materials or equipment included in the Claim; and

.2 have sent a Claim to the Surety (at the address described in Section 13).

§ 5.2 Claimants, who are employed by or have a direct contract with the Contractor, have sent a Claim to the Surety (at the address described in Section 13).

§ 6 If a notice of non-payment required by Section 5.1.1 is given by the Owner to the Contractor, that is sufficient to satisfy a Claimant's obligation to furnish a written notice of non-payment under Section 5.1.1.

§ 7 When a Claimant has satisfied the conditions of Sections 5.1 or 5.2, whichever is applicable, the Surety shall promptly and at the Surety's expense take the following actions:

§ 7.1 Send an answer to the Claimant, with a copy to the Owner, within sixty (60) days after receipt of the Claim, stating the amounts that are undisputed and the basis for challenging any amounts that are disputed; and

§ 7.2 Pay or arrange for payment of any undisputed amounts.

§ 7.3 The Surety's failure to discharge its obligations under Section 7.1 or Section 7.2 shall not be deemed to constitute a waiver of defenses the Surety or Contractor may have or acquire as to a Claim, except as to undisputed amounts for which the Surety and Claimant have reached agreement. If, however, the Surety fails to discharge its obligations under Section 7.1 or Section 7.2, the Surety shall indemnify the Claimant for the reasonable attorney's fees the Claimant incurs thereafter to recover any sums found to be due and owing to the Claimant.

§ 8 The Surety's total obligation shall not exceed the amount of this Bond, plus the amount of reasonable attorney's fees provided under Section 7.3, and the amount of this Bond shall be credited for any payments made in good faith by the Surety.

§ 9 Amounts owed by the Owner to the Contractor under the Construction Contract shall be used for the performance of the Construction Contract and to satisfy claims, if any, under any construction performance bond. By the Contractor furnishing and the Owner accepting this Bond, they agree that all funds earned by the Contractor in the performance of the Construction Contract are dedicated to satisfy obligations of the Contractor and Surety under this Bond, subject to the Owner's priority to use the funds for the completion of the work.

§ 10 The Surety shall not be liable to the Owner, Claimants or others for obligations of the Contractor that are unrelated to the Construction Contract. The Owner shall not be liable for the payment of any costs or expenses of any Claimant under this Bond, and shall have under this Bond no obligation to make payments to, or give notice on behalf of, Claimants or otherwise have any obligations to Claimants under this Bond.

§ 11 The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders and other obligations.

§ 12 No suit or action shall be commenced by a Claimant under this Bond other than in a court of competent jurisdiction in the state in which the project that is the subject of the Construction Contract is located or after the expiration of one year from the date (1) on which the Claimant sent a Claim to the Surety pursuant to Section 5.1.2 or 5.2, or (2) on which the last labor or service was performed by anyone or the last materials or equipment were furnished by anyone under the Construction Contract, whichever of (1) or (2) first occurs. If the provisions of this Paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.

§ 13 Notice and Claims to the Surety, the Owner or the Contractor shall be mailed or delivered to the address shown on the page on which their signature appears. Actual receipt of notice or Claims, however accomplished, shall be sufficient compliance as of the date received.

§ 14 When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

§ 15 Upon request by any person or entity appearing to be a potential beneficiary of this Bond, the Contractor and Owner shall promptly furnish a copy of this Bond or shall permit a copy to be made.

§ 16 Definitions

§ 16.1 Claim. A written statement by the Claimant including at a minimum:

.1 the name of the Claimant;
.2 the name of the person for whom the labor was done, or materials or equipment furnished;
.3 a copy of the agreement or purchase order pursuant to which labor, materials or equipment was furnished for use in the performance of the Construction Contract;
.4 a brief description of the labor, materials or equipment furnished;
.5 the date on which the Claimant last performed labor or last furnished materials or equipment for use in the performance of the Construction Contract;
.6 the total amount earned by the Claimant for labor, materials or equipment furnished as of the date of the Claim;
.7 the total amount of previous payments received by the Claimant; and
.8 the total amount due and unpaid to the Claimant for labor, materials or equipment furnished as of the date of the Claim.

§ 16.2 Claimant. An individual or entity having a direct contract with the Contractor or with a subcontractor of the Contractor to furnish labor, materials or equipment for use in the performance of the Construction Contract. The term Claimant also includes any individual or entity that has rightfully asserted a claim under an applicable mechanic's lien or similar statute against the real property upon which the Project is located. The intent of this Bond shall be to include without limitation in the terms "labor, materials or equipment" that part of water, gas, power, light, heat, oil, gasoline, telephone service or rental equipment used in the Construction Contract, architectural and engineering services required for performance of the work of the Contractor and the Contractor's subcontractors, and all other items for which a mechanic's lien may be asserted in the jurisdiction where the labor, materials or equipment were furnished.

§ 16.3 Construction Contract. The agreement between the Owner and Contractor identified on the cover page, including all Contract Documents and all changes made to the agreement and the Contract Documents.

§ 16.4 **Owner Default.** Failure of the Owner, which has not been remedied or waived, to pay the Contractor as required under the Construction Contract or to perform and complete or comply with the other material terms of the Construction Contract.

§ 16.5 **Contract Documents.** All the documents that comprise the agreement between the Owner and Contractor.

§ 17 If this Bond is issued for an agreement between a Contractor and subcontractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

§ 18 Modifications to this bond are as follows:

(Space is provided below for additional signatures of added parties, other than those appearing on the cover page.)

CONTRACTOR AS PRINCIPAL		**SURETY**	
Company:	*(Corporate Seal)*	**Company:**	*(Corporate Seal)*
Signature:		**Signature:**	
Name and Title:		**Name and Title:**	
Address		**Address**	

AMERISURE MUTUAL INSURANCE COMPANY
AMERISURE INSURANCE COMPANY
AMERISURE PARTNERS INSURANCE COMPANY

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That Amerisure Mutual Insurance Company Amerisure Insurance Company and Amerisure Partners Insurance Company are corporations duly organized under the laws of the State of Michigan (herein collectively the "Companies") and that the Companies do hereby make, constitute and appoint **Brittany Manna**

8053942

Bienville Construction Services, LLC

City of Mobile

of [redacted] its true and lawful Attorney(s)-in-Fact, each in their separate capacity if more than one is named above, to sign, execute, seal and acknowledge, for and on its behalf and as its act and deed, bonds or other writings obligatory in the nature of a bond on behalf of each of said Companies, as surety, on contracts or suretyship as are or may be required or permitted by law, regulation, contract or otherwise, provided that no bond or undertaking or contract or suretyship executed under this authority shall exceed the amount of

ONE HUNDRED MILLION ($100,000,000.00) DOLLARS

This Power of Attorney is granted and signed by facsimile under and by the authority of the following Resolutions adopted by the Boards of Directors of Amerisure Mutual Insurance Company, Amerisure Insurance Company and Amerisure Partners Insurance Company at meetings duly called and held on February 13, 2022

"**RESOLVED**, that any two of the President & Chief Executive Officer, the Chief Financial Officer & Treasurer, the Senior Vice President Surety, the Vice President Surety, or the General Counsel & Corporate Secretary be, and each or any of them hereby is authorized to execute a Power of Attorney qualifying the attorney-in-fact named in the given Power of Attorney, to execute on behalf of the Company, bonds, undertakings and all contracts of surety, and that President & Chief Executive Officer, Chief Financial Officer & Treasurer, or General Counsel & Corporate Secretary each or any of them hereby is authorized to attest to the execution of any such Power of Attorney, and to attach thereto the seal of the Company

FURTHER RESOLVED, that the signature of such officers and the seal of the Company may be affixed to any such Power of Attorney or to any certificate relating thereto electronically, digitally, or by facsimile, and any such Power of Attorney or certificate bearing such electronic, digital, or facsimile signature or electronic, digital, or facsimile seal, shall be binding upon the Company when so affixed, and in the future with regard to any bond, undertaking or contract of surety to which it is attached

FURTHER RESOLVED, that any work carried out by the attorney-in-fact pursuant to this resolution shall be valid and binding upon the Company

By _____
Michael A. Ito, Senior Vice President Surety

By _____
Aaron Green, Vice President Surety

IN WITNESS WHEREOF, Amerisure Mutual Insurance Company, Amerisure Insurance Company and Amerisure Partners Insurance Company have caused their official seals to be hereunto affixed, and these presents to be signed by their authorized officers this 1st day of January, 2025

Amerisure Mutual Insurance Company
Amerisure Insurance Company
Amerisure Partners Insurance Company

State of Illinois
County of Kane

On this 1st day of January, 2025 before me, a Notary Public personally appeared Michael A. Ito of Amerisure Mutual Insurance Company, Amerisure Insurance Company and Amerisure Partners Insurance Company and Aaron Green of Amerisure Mutual Insurance Company, Amerisure Insurance Company and Amerisure Partners Insurance Company, personally known to me, who being by me duly sworn, acknowledged that they signed the above Power of Attorney as officers of and acknowledged said instrument to be the voluntary act and deed of their respective companies

OFFICIAL SEAL
M KENNY
NOTARY PUBLIC, STATE OF ILLINOIS
MY COMMISSION EXPIRES 12/04/2026

M Kenny, Notary Public

I, Christopher M. Spaude, the duly elected Chief Financial Officer & Treasurer of Amerisure Mutual Insurance Company, Amerisure Insurance Company and Amerisure Partners Insurance Company, do hereby certify and attest that the above and foregoing is a true and correct copy of a Power of Attorney executed by said Companies, which remains in full force and effect

IN WITNESS WHEREOF, I have set my hand and affixed the seals of the Companies this ____ day of _____, 20___

Christopher M. Spaude, Chief Financial Officer & Treasurer

McGriff

June 30, 2025

Phillip DeKeyser
Bienville Construction Services, LLC
250 North Jackson Street, Unit 2
Mobile, AL 36603

Re: Bond Number: 8053942
Obligee: City of Mobile
Project: Dauphin Island Parkway- South Brookey School Demolition

Dear Phillip,

We have executed and hereby enclosed one (1) set of Performance & Payment Bonds and Power of Attorney's for the referenced project.

Please note that these Bonds and Power of Attorney's are presently undated. These bond documents should be dated with the *same* date or after the agreement between the Owner, City of Mobile and Bienville Construction Services. The Owner or Owner's representative has our permission to date these Bond documents.

Please advise us of this date as soon as possible.

If you have any questions, or if our office can provide any other documents, please let us know.

Sincerely,

Brittany Manna
Senior Surety Account Manager

Enclosures

OFFICE OF SUPPLIER DIVERSITY

CITY OF MOBILE

Subcontracting and Major Supplier Plan

Contact Office of Supplier Diversity for questions on completing this form.
Via email:Archnique.kidd@cityofmobile.org
251.208.7967
205 Government Street, 5th Floor

Bidders and Proposers – Please complete and submit these forms as required by your City of Mobile Bid or Proposal Specification.

If you are submitting a proposal in response to a Request for Qualifications, Request for Proposal, or other solicitation ("Solicitations") issued by the City of Mobile, the bid specification may require you to utilize disadvantaged business enterprise ("DBE") subcontractors and suppliers. If DBE participation is required, you must complete and submit these forms with your proposal. If required, failure to submit this form will render your bid non-responsive. NOTE: To satisfy participation requirements for a federally funded project, you must utilize DBEs certified through the Alabama Unified Certification Program.

If DBE participation is required, and you fail to satisfy the participation requirement, you must show that you made a good faith effort to include such participation; you will be required to submit DBE Compliance Form 2 and include additional information if needed. When so required, failure to address adequately the good faith effort factors on Form 2 will render your bid or proposal non-responsive. The "good faith effort" factors on Form 2 are not intended to be a mandatory, exhaustive, or exclusive.

You are encouraged to work with the City of Mobile Supplier Diversity Manager when preparing this form. Please consult with the City Supplier Diversity Manager for a list of eligible DBEs. The "good faith effort" factors on **Form 2** are not intended to be mandatory, exhaustive, or exclusive; they are a tool to help you, and the City of Mobile, determine whether you made efforts which, by their scope, intensity, and appropriateness to the objective, would reasonably be expected to fulfill the participation requirement.

About **"DBEs"**: Disadvantaged business enterprise or DBE means a for-profit small business concern (1) That is at least 51 percent owned by one or more individuals who are both socially and economically disadvantaged or, in the case of a corporation, in which 51 percent of the stock is owned by one or more such individuals; and (2) whose management and daily business operations are controlled by one or more of the socially and economically disadvantaged individuals who own it.

About **"Good Faith" Effort**: Good faith efforts means efforts to achieve a DBE goal or other requirement of this part which, by their scope, intensity, and appropriateness to the objective, can reasonably be expected to fulfill the program requirement. The City of Mobile expects contractors holding large contracts to recruit and engage DBEs to be a part of their team.

Failure to submit this form, when so required by the bid or proposal specification, will render your bid non-responsive.

OFFICE OF SUPPLIER DIVERSITY

CITY OF MOBILE

Subcontracting and Major Supplier Plan

Contact Office of Supplier Diversity for questions on completing this form.
Via email:Archnique.kidd@cityofmobile.org
251.208.7967
205 Government Street, 5th Floor

FORM 1: Background and Plan

Section I. Information about your company

Company	Bienville Construction Services, LLC
Address	250 N Jackson St. #2 Mobile AL, 36603
Telephone	251-220-4406
E-Mail	josh@bienvillecs.com

RFP/RFQ Solicitation Number	PR-002-24
Project Description	DIP Community Center South Brookley School Demolition
Is your company a DBE company?	Yes ☐ No ☒
Work force demographics	Male 4 Female 3 Minority _____ Non-minority _____ SDVO _____ Total #of Employees 7

Subcontractor/Major Supplier Plan submitted by:

Printed Name: Joshua Dindo

Signature: _____ Date: 06/11/2025

Title: Owner

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

Name: Phillip DeKeyser Title: Owner

Email: phillip@bienvillecs.com Phone: 251-220-4406

OFFICE OF SUPPLIER DIVERSITY

CITY OF MOBILE

Subcontracting and Major Supplier Plan

Contact Office of Supplier Diversity for questions on completing this form.
Via email:Archnique.kidd@cityofmobile.org
251.208.7967
205 Government Street, 5th Floor

FORM 1: Background and Plan (Cont'd

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

Bienville Construction Services, LLC

Please Print Company_____ Your Bid/Proposal Amount $ 347,840.00 Date: 6 / 11 / 2025 Description_____

Name of Bidder/Proposer: JOSHUA DINDO

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

Subcontractor or Major Supplier	Phone	Scope of Work to be performed	$$ Value to be Performed	% Of Your Bid Amount	DBE?	Official Verification Only
Hughes 360		SEEDING	~$3500.00	1%	YES	

OFFICE OF SUPPLIER DIVERSITY

CITY OF MOBILE

Subcontracting and Major Supplier Plan

Form 2: Good Faith Effort Documentation

Name of Bidder: Bienville Construction Services, LLC

Contact Person: Phillip DeKeyser Phone 251-220-4406 Email phillip@bienvillecs.com

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

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

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

CONTRACT RECORDS:
The bidder/proposer has maintained the following records for each DBE that has bid on the subcontracting opportunity:
1. Name, address, email address and telephone number
2. A description of information provided by the bidder/proposer or subcontractor; and
3. A statement of whether an agreement was reached, and if not, why not, including any reasons for concluding that the DBE was unqualified to perform the job.

Section 2(B)

X There are not ways to break out 15% of the value of this contract for subcontractors / suppliers. Provide further detail in Section2(c)

If the inability to break-out 15% of the value of the contract was the reason, or a reason, you could not meet the participation requirements.
SELF PERFORMING MAJORITY OF WORK

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

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

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

Alabama Secretary of State

Bienville Construction Services, L L C	
Entity ID Number	000-838-740
Entity Type	Domestic Limited Liability Company
Principal Address	Not Provided
Principal Mailing Address	Not Provided
Status	Exists
Place of Formation	Mobile County
Formation Date	03/04/2021
Registered Agent Name	HAGMAIER, JASON
Registered Office Street Address	75 SAINT MICHAEL STREET MOBILE, AL 36602
Registered Office Mailing Address	PO BOX 154 MOBILE, AL 36601
Nature of Business	
Organizers	
Organizer Name	DEKEYSER, PHILLIP A
Organizer Street Address	Not Provided
Organizer Mailing Address	Not Provided
Annual Reports	
Report Year	2022 2023
Scanned Documents	
Purchase Document Copies	
Document Date / Type / Pages	03/04/2021 Certificate of Formation 3 pgs.

Browse Results New Search

E-Verify

E-VERIFY IS A SERVICE OF DHS AND SSA

Company ID Number: 2642494

Approved by:

Employer	
Bienville Construction Services, LLC	
Name (Please Type or Print) Josh Dindo	**Title**
Signature Electronically Signed	**Date** 03/06/2025
Department of Homeland Security – Verification Division	
Name (Please Type or Print) USCIS Verification Division	**Title**
Signature Electronically Signed	**Date** 03/06/2025

E-Verify

E-VERIFY IS A SERVICE OF DHS AND SSA

Company ID Number: 2642494

Information Required for the E-Verify Program **Information relating to your Company:**	
Company Name	Bienville Construction Services, LLC
Company Facility Address	250 N Jackson St Unit 2 Mobile, AL 36603
Company Alternate Address	
County or Parish	MOBILE
Employer Identification Number	862659859
North American Industry Classification Systems Code	236
Parent Company	
Number of Employees	5 to 9
Number of Sites Verified for	1 site(s)

BIENCON-02 ETESNEY

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 7/14/2025

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 Thames Batre' Insurance PO Box 6989 Mobile, AL 36660	CONTACT NAME: Crystal Kent PHONE (A/C, No, Ext): FAX (A/C, No): E-MAIL ADDRESS: crystal@thamesbatre.com	
	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A : Monroe Guaranty Insurance Company	32506
INSURED Bienville Construction Services, LLC 250 North Jackson Street, Unit 2 Mobile, AL 36602	INSURER B : Safety National Casualty Corp.	15105
	INSURER C : Underwriters at Lloyd"s,	
	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	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY X PRO-JECT LOC OTHER:	X	X	CPP100099779	3/16/2025	3/16/2026	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG EMPLOYMENT PRAC	$ 1,000,000 $ 1,000,000 $ 5,000 $ 1,000,000 $ 2,000,000 $ 2,000,000 $ 100,000
	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)	$ $ $ $
A	X UMBRELLA LIAB X OCCUR EXCESS LIAB CLAIMS-MADE DED X RETENTION $ 10,000	X	X	UMB100099780	3/16/2025	3/16/2026	EACH OCCURRENCE AGGREGATE	$ 5,000,000 $ 5,000,000
B	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	SP4067497	1/1/2025	1/1/2026	X PER STATUTE OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ 1,000,000 $ 1,000,000 $ 1,000,000
C	Professional Liabili			ANE4815294.25	5/5/2025	5/5/2026	E&O	1,000,000
A	Equipment Floater			CPP100099779	3/16/2025	3/16/2026	Deductible $2,500	100,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Project #PR-002-24: Dauphin Island Parkway - South Brookley School Demolition
Workers Compensation is through Alabama Home Builders Self Insurers Fund
Policy Number: 38138-00
Policy Term: 01/01/2025 - 01/01/2026
Limits: $1,000,000
Officers Josh Dindo & Phillip Dekeyser are excluded from coverage.

SEE ATTACHED ACORD 101

CERTIFICATE HOLDER

City of Mobile
PO Box 1827
Mobile, AL 36633

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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AGENCY CUSTOMER ID: BIENCON-02 ETESNEY

LOC #: 1

ADDITIONAL REMARKS SCHEDULE

AGENCY		NAMED INSURED
Thames Batre' Insurance		Bienville Construction Services, LLC 250 North Jackson Street, Unit 2 Mobile, AL 36602 Mobile
POLICY NUMBER		
SEE PAGE 1		
CARRIER	NAIC CODE	EFFECTIVE DATE: SEE PAGE 1
SEE PAGE 1	SEE P 1	

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: ACORD 25 FORM TITLE: Certificate of Liability Insurance

Description of Operations/Locations/Vehicles:
General Liability:
Additional Insured provisions apply with respect to General Liability, subject to form CGL 088 02 21, if required by written contract.
Waiver of Subrogation provisions apply with respect to General Liability, subject to form CGL 088 02 21, if required by written contract.
Primary & Non-Contributory provisions apply with respect to General Liability, subject to form CGL 084 02 21, if required by written contract.
Thirty Day Notice of Cancellation applies with respect to General Liability, subject to policy form(s), if required by written contract.
Contractual Liability provisions apply with respect to General Liability, subject to form CGL 088 02 21, if required by written contract.
Per Project and Location Aggregate provisions apply with respect to General Liability, subject to form CGL 088 02 21, if required by written contract.

Work Comp:
Waiver of Subrogation applies with respect to Workers Compensation. By waiving subrogation, the employer and servicing agent may still receive reimbursement from the law suit or claim of the injured individual; however, the employer and servicing agent may not file a claim or a law suit against City of Mobile.

Umbrella/Excess Liability:
Additional Insured provisions apply with respect to Excess Liability, subject to General Liability underlying terms, if required by written contract.
Waiver of Subrogation provisions apply with respect to Excess Liability, subject to General Liability underlying terms, if required by written contract.
Primary & Non-Contributory provisions apply with respect to Excess Liability, subject to General Liability underlying terms, if required by written contract.
Thirty Day Notice of Cancellation applies with respect to General Liability, subject to policy form(s), if required by written contract.

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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 07/02/2025

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
State Farm
Heath Parker State Farm
4550 Spring Hill Ave
Mobile AL 36608

CONTACT NAME: Haleigh Joyner
PHONE (A/C, No, Ext): 251-344-5876 **FAX (A/C, No):** 251-344-5871
E-MAIL ADDRESS: haleigh.k.joyner.y16i@statefarm.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : State Farm Mutual Automobile Insurance Company	25178
INSURER B :	
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED
Bienville Construction Services LLC
250 N Jackson St Unit 2
Mobile AL 36603

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	
	COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE	$
	☐ CLAIMS-MADE ☐ OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$
							MED EXP (Any one person)	$
	GEN'L AGGREGATE LIMIT APPLIES PER:						PERSONAL & ADV INJURY	$
	☐ POLICY ☐ PRO-JECT ☐ LOC						GENERAL AGGREGATE	$
	OTHER						PRODUCTS - COMP/OP AGG	$
								$
A	AUTOMOBILE LIABILITY							
	☒ ANY AUTO			485 8751-E22-01	05/22/2025	11/22/2025	COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
	☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS	X	X				BODILY INJURY (Per person)	$
	☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY						BODILY INJURY (Per accident)	$
							PROPERTY DAMAGE (Per accident)	$
								$
	☐ UMBRELLA LIAB ☐ OCCUR						EACH OCCURRENCE	$
	☐ EXCESS LIAB ☐ CLAIMS-MADE						AGGREGATE	$
	☐ DED ☐ RETENTION $							$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N						☐ PER STATUTE ☐ OTH-ER	$
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? ☐	N/A					E.L. EACH ACCIDENT	$
	(Mandatory in NH) 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)

Project Name: Dauphin Island Parkway - South Brookley School Demolition
Project Number: PR-002-24

City of Mobile is included as an additional insured in respect to automobile liability. All policies shall be primary and non-contributory with any other insurance in force or which may be purchased by additional insured. Waiver of subrogation applies in favor of City of Mobile with respect to automobile liability. 30 day notice of cancellation, non-renewal or material change shall apply (except 10 days for non-payment).

CERTIFICATE HOLDER

City of Mobile
PO Box 1827
Mobile AL 36633-1827

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE
Haleigh Joyner

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CAPITAL CONTRACT SUMMARY SHEET

(2 COPIES REQUIRED)

CONTRACT #

PROJECT NAME: CIP Dauphin Island Parkway - South Brookley School Demolition

CAPITAL PROJECT #: C0855 (20002000-48010)

CONTRACT AMOUNT: $347,840.00 **DATE OF RECEIPT:** _____

ARCHITECTURAL ENGINEERING PROJECT #: PR-002-24

PROJECT DESCRIPTION: Demolition of the South Brookley School building in preparation for new Community Center on Dauphin Island Parkway.

VENDOR NAME: Bienville Construction Services, LLC

VENDOR NUMBER: 299856

DEPT #: 3032 **DEPT NAME:** ARCHITECTURAL ENGINEERING

CONTRACT ADMINISTRATOR: Carleen Stout (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 X N ___ ; 5% of the 1st 50% X 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: Emma Dean – Office Assistant II **Date:** 07/22/2025

Phillip DeKeyser

From: Brandon Miller <brandon.miller@volkert.com>
Sent: Wednesday, February 11, 2026 11:24 AM
To: Phillip DeKeyser
Cc: Josh Dindo
Subject: RE: DIP- South Brookley Demo - Change Order - 01
Attachments: Bienville Construction Services CO-01 2-11-2025.pdf

Phillip,

Attached is the revised CO-01 inclusive of the COR#3 for the HVAC Equipment. Please review and send back an electronic signed copy and I'll upload to eBuilder processing. I will also need 2 hard copies with Consent of Surety for actual council review.

Let me know if you have any questions.

Thanks!

Brandon J. Miller
Senior Project Manager | Volkert, Inc.
11 North Water Street, Suite 18290 | Mobile, AL 36602 | volkert.com
Office: | Cell: 1 (251) 270-8084

From: Brandon Miller
Sent: Wednesday, December 3, 2025 3:07 PM
To: Phillip DeKeyser <phillip@bienvillecs.com>
Subject: FW: DIP- South Brookley Demo - Change Order - 01

Phillip,

I corrected the Mayor's signature line on the attached CO-01. If you don't see any errors, please execute so we can get approved.

Thanks

Brandon J. Miller
Senior Project Manager | Volkert, Inc.
11 North Water Street, Suite 18290 | Mobile, AL 36602 | volkert.com
Office: | Cell: 1 (251) 270-8084

From: Brandon Miller
Sent: Tuesday, November 18, 2025 4:02 PM

To: Phillip DeKeyser <phillip@bienvillecs.com>
Cc: Josh Dindo <Josh@bienvillecs.com>
Subject: DIP- South Brookley Demo - Change Order - 01

Phillip,

Please review the attached Change Order No 01. If there are no issues with it, sign and return an electronic copy as well as 2 wet signed copies. Did you provide a P&P bond? If so, a consent of surety will need to be returned along with a current COI.

Let me know if you have any questions.

Brandon J. Miller
Senior Project Manager | Volkert, Inc.
11 North Water Street, Suite 18290 | Mobile, AL 36602 | volkert.com
Office: | Cell: 1 (251) 270-8084

RESOLUTION

Sponsored by: Mayor Spiro Cheriogotis

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MOBILE, ALABAMA that the Mayor and the City Clerk are hereby authorized and directed to execute and attest, respectively, for and on behalf of the City of Mobile, Change Order Request 01 to Contract 5449, 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. Whereby, the sum of $47,379.25 shall be added to the original contract amount of $347,840.00, with the new agreement sum to be $395,219.25. A copy of said contract is on file in the office of the City Clerk.

Name of Company:	Bienville Construction Services, LLC
Project Name:	CIP Dauphin Island Parkway-South Brookley School Demolition
Project Number:	PR-002-24
Amount:	$47,379.25 (ADDITIONAL AMOUNT)

Adopted:

_____

City Clerk

CAPITAL CONTRACT SUMMARY SHEET

AGENDA ITEM SUMMARY SHEET

Agenda of: March 24, 2026

Submitted by:
Jennifer Greene, Dir of Programs & Project Mgmt

Sponsored by:
Spiro Cheriogotis, INACTIVE
Gina Gregory, Councilmember

Purpose and Scope of Project:
The attached Amendment No.1 to Agreement executes a change to the contract between the City of Mobile ("Owner") and McCrory & Williams, Inc. ("Engineer"), for the Erosion Mitigation at Azalea City Golf Course and 12-Mile Creek project, COM Project No. 2025-3005-20/2024-2045-04.
Due to the additional work related to the dredging of the forebay at Museum Drive and 12-Mile Creek, additional construction engineering and inspection (CEI) services were required to manage the construction efforts. The additional CEI services proposed will increase the contract amount by $7,295.00. Therefore, the new contract amount as of this Amendment No.1 will be $64,195.00.

Amount of Contract:
$7,295.00

Funding Source
2045

ATTACHMENTS:
1. 1 - Cover Letter Consultant Contract Amendment 1
2. Resolution Consultant Contract Amendment 1
3. 2 - Memo Consultant Contract Amendment 1
4. 3 - Agreement Consultant Contract Amendment 1
5. 4 - Proposal for CEI Work
6. 5 - McCrory and Williams_Contract_FULLY EXECUTED

7. 6 - COI from McCrory and Williams

REVIEWERS:
Jennifer Greene
Nicholas Amberger
Donna Bryars
Cherlina Monteiro
James Barber

COVER LETTER

March 5, 2026

Dear Councilmembers,

The attached Amendment No.1 to Agreement executes a change to the contract between the City of Mobile ("Owner") and McCrory & Williams, Inc. ("Engineer"), for the Erosion Mitigation at Azalea City Golf Course and 12-Mile Creek project, COM Project No. 2025-3005-20/2024-2045-04.

Due to the additional work related to the dredging of the forebay at Museum Drive and 12-Mile Creek, additional construction engineering and inspection (CEI) services were required to manage the construction efforts. The additional CEI services proposed will increase the contract amount by $7,295.00. Therefore, the new contract amount as of this Amendment No.1 will be $64,195.00.

We look forward to continued communication on this important project, please contact Jennifer Greene at (251) 208-7199 or via email at jennifer.greene@cityofmobile.gov, or Jake Clements at (251) 208-1138 via email at jake.clements@cityofmobile.gov.

Respectfully,

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

R E S O L U T I O N

Sponsored by: Mayor Spiro N. Cheriogotis and Councilmember 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 Amendment, 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 CONPAMY:	McCrory & Williams, Inc.
PROJECT NAME:	Erosion Mitigation at Azalea City Golf Course and 12-Mile Creek
PROJECT NO:	2025-3005-20/2024-2045-04
AMOUNT:	$7,295.00 (increase)

Adopted:

_____
City Clerk

AMENDMENT NO.1

CITY OF MOBILE
Programs and Project Management
205 Government Street, 2nd Floor
Mobile, AL 36602

PROJECT: EROSION MITIGATION AT AZALEA CITY GOLF COURSE AND 12 MILE CREEK

AMENDMENT NO:	ONE (1)		
PROJECT NO:	2025-3005-20/2024-2045-04	**DATE:**	MARCH 5, 2026
TO CONTRACTOR:	MCCRORY & WILLIAMS, INC.	**CONTRACT ADOPTED DATE:**	APRIL 29, 2025
ADDRESS:	3207 INTERNATIONAL DR., MOBILE, AL 36606		

TERMS: You are hereby authorized Amendment No.1 to make the following changes hereto:
1. Increase the contract amount to $64,195.00.
2. No change to the contract scope of work.
3. No change to the contract completion date.

THE CONTRACT HAS CHANGED AS FOLLOWS:

Original Contract Sum	$56,900.00
Net change by previously authorized Amendments	$0
Contract Sum prior to Amendment No.1	$56,900.00
Contract Sum will be INCREASED by Amendment No.1 in the amount of	$7,295.00
New Contract Sum including this Amendment will be	$64,195.00

The Contract Sum as of this Amendment No.1 therefore is $64,195.00.

CONTRACT AMENDMENT NO.1 to AGREEMENT BETWEEN CITY OF MOBILE AS OWNER AND MCCRORY & WILLIAMS, INC. AS ENGINEER FOR CONTRACT TIME EXTENTION

This Amendment No.1 to Agreement is entered into as of the ___ day of _____, 2026, between the City of Mobile as Owner and McCrory & Williams, Inc. as Engineer.

WHEREAS, the City of Mobile ("Owner") and McCrory & Williams, Inc. ("Engineer") entered into an Agreement for Professional Engineering Consulting Services for design, construction engineering and inspection (CEI), of Erosion Mitigation at Azalea City Golf Course and 12-Mile Creek, 2025-3005-20/2024-2045-04, dated April 29, 2025 (hereinafter referred to as "Agreement");

WHEREAS, the Agreement states in Exhibit B, the original amount to be $56,900.00;

WHEREAS, the Owner and Engineer wish to amend the Agreement to provide additional Contract services pursuant to the proposal provided by the amount of $7,295.00, hereto and as is hereafter more particularly set forth;

NOW, THEREFORE, for and in consideration of the premises, and intending to be legally bound hereby, the parties do hereby agree as follows:

1. Additional Contract services shall further increase the Agreement's compensation total to $64,195.00.

2. 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 hereto.

[Signature page to follow]

IN WITNESS WHEROF, each of the undersigned has caused this Amendment No.1 to be executed by its officer thereunto duly authorized as of the date first above written.

ENGINEER:
McCrory & Williams, Inc.

By: _____
Sean Estes, P.E.
Its: Authorized Agent

STATE OF ALABAMA

COUNTY OF MOBILE

I, the undersigned Notary Public in and for said County in said State, hereby certify that Sean Estes whose name as Authorized Agent of McCrory & Williams, Inc. is signed to the foregoing, and who is known to me, acknowledged before me on this day that, being informed of the contents of the instrument, s/he, as such officer and with full authority, executed the same voluntarily for and as the act of said corporation.

Given under my hand and official seal this _____ day of _____, 2026.

_____
Notary Public
Print _____

My commission expires: _____ (Seal)

OWNER:
City of Mobile

By: _____
Spiro N. Cheriogotis
Its: Mayor

ATTEST:

_____
City Clerk

McCrory Williams
INCORPORATED
Engineers Surveyors

March 5, 2026

Jennifer Greene
Director, Programs and Project Management
205 Government Street
Mobile, Alabama 36644

RE: **Proposal – CEI for Change Order 1**
Erosion Mitigation at Azalea Golf Course and 12 Mile Creek Erosion
2025-3005-20

Dear Ms. Greene,

Per your request, we are pleased to offer the following proposal to assist the City with the CEI work for the additional work related to the dredging of the forebay at Museum Drive and 12 Mile Creek. Change Order 1 ($130,132.00) for the Contractor was approved in January. The CEI work will be to manage that additional work.

Our CEI work for this effort is being offered for the amount of $7,295.00

Thank you for the opportunity to provide you with this proposal and we look forward to working with you and your staff.

Sincerely,

McCrory & Williams, Inc.

Sean Estes, P.E.

City of Mobile Approval _____ Date _____

3207 International Dr., Suite G • Mobile, Alabama 36606
Voice (251) 476-4720 • Fax (251) 476-4721
mobile@mcwinc.com

MOBILE
ALABAMA

Erosion Mitigation at Azalea Golf Course and 12 Mile Creek

PROJECT NO. 2025-3005-20

ENGINEER:
McCRORY & WILLIAMS, INC.

PROJECT MANAGER - That person designated by the CITY as PROJECT MANAGER or his appointed assistants.

CONTRACT - Whenever the word "CONTRACT" is used it shall be held to mean this executed document and any and all exhibits and attachments comprising the written agreement between the City of Mobile and the ENGINEER setting forth the obligations of the parties hereunder for the performance of the prescribed work.

CONTRACTOR - An individual, corporation, partnership, or other entity selected to perform any or all construction services.

ENGINEER - The engineering company assigned to perform engineering and construction inspection services for this PROJECT. The engineering company so assigned to this PROJECT is **McCrory & Williams, Inc.**

INSPECTOR - An authorized representative of the ENGINEER, assigned to make inspections of the PROJECT.

NOTICE TO PROCEED - A written notice to proceed issued by the PROJECT MANAGER either for the Design Phase, Pre-Bid to Pre-Construction Phase, and/or the Construction Phase as set out in Section III.

DESIGN CONSTRUCTION COST ESTIMATE – The estimated construction cost of the PROJECT as shall be determined by ENGINEER pursuant to Section III. A. herein.

PROJECT – Erosion Mitigation at Azalea Golf Course and 12 Mile Creek, PROJECT NO. 2025-3005-20. This is for engineering design and construction inspection for erosion repair and mitigation improvements on Azalea Golf Course and 12 Mile Creek. **The professional engineering design services may include design, preparation of plans/specifications/cost estimates/bid documents; advertisement and evaluation of bids; and recommendation of a low bidder and construction inspection services as directed by the PROJECT MANAGER.**

PROJECT ENGINEER - a registered Professional Engineer licensed in the State of Alabama who is an authorized representative of the **ENGINEER.**

STANDARD SPECIFICATIONS - Alabama Department of Transportation Standard Specifications for Highway Construction, 2018 edition, with all latest additions and modifications by the Engineering Department of the City of Mobile, on file in the office of the PROJECT MANAGER.

II. STANDARDS

The CITY hereby retains the ENGINEER and the ENGINEER agrees to perform for the CITY the professional engineering services in connection with the PROJECT. Professional engineering services shall include all work necessary to the performance in proper sequence of the items of work as hereinafter set forth. The ENGINEER, in the preparation of plans and any other items pertaining to this PROJECT, will meet the requirements for conformance with the Standard Specifications, adopted by the State of Alabama Department of Transportation, and applicable local ordinances, and will

d. Omit

e. Provide cost estimates and alternatives for construction of the PROJECT, if requested by the ENGINEER.

f. Plans shall be provided to each utility at this time. **Copy the CITY on all correspondence.**

g. ENGINEER shall locate all utilities, contact utility companies, and show utilities on the plans in both plan and profile views, including contact information. ENGINEER shall coordinate resolution of utility conflicts and document all correspondence..

h. ENGINEER shall prepare and submit to the CITY's Engineering Department, an erosion control plan that complies with the CITY's Flood Plain Ordinance, Storm Water Drainage Ordinance, and appropriate National Pollutant Discharge Elimination System (NPDES) Stormwater Permit Requirements. The erosion and sediment control (ESC) plan shall be included in the construction plans. The ESC Plan shall include all drainage flow paths and low areas and storm water discharge points (such as inlets, sheet flow, etc.). In addition, design of best management practices (BMPs) to prevent any polluted storm water from leaving the site shall be shown on the plans including location, type, size and quantity for each such BMP (ex: sedimentation pond, berm,...). The ESC Plan shall be prepared and signed by the PROJECT ENGINEER.

i. The City shall deduct the bid price for the preparation and submittal of the erosion control plan from the ENGINEER's final pay request if this item is excluded from the PROJECT bid package.

j. If required, ENGINEER shall prepare and submit to the CITY's Engineering Department a plan indicating location, type, size of existing trees, and location of any trees to be removed. If necessary, the approved plan, including details for tree protection, shall be presented to the CITY Tree Commission for permitting. The plan shall be included in the construction plans. ENGINEER shall attend Tree Commission Meeting(s), if required.

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. Prepare and submit to the CITY's Traffic Engineering Department a Traffic Control Plan that complies with Part VI of the Manual on Uniform Traffic Control Devices, latest edition. The approved plan shall be included in the construction plans and on the cover of final design calculations and on the cover of final design calculations.

landscaping. The plans will show all existing topographical features, natural and man-made, surface and subsurface facilities for the area included in the PROJECT, and an area of at least fifty (50) feet in width adjacent to the PROJECT. The contract plans will be completed in detail for all construction, in accordance with the STANDARD SPECIFICATIONS in effect at the time of the final plan submittal.

b. The plans will show all existing and proposed utilities for the PROJECT area. The ENGINEER shall provide coordination with all utilities throughout the design stage to insure that all relocations and service connections are accomplished in a timely manner. The PROJECT will be constructed in accordance with the STANDARD SPECIFICATIONS, and supplemental specifications for any specialized construction included in this PROJECT.The CITY will review submittals made during the design period. The purpose and scope of these reviews will be to approve the ENGINEER's intermediate payments and to determine Agreement compliance for approving fee requests and determining the PROJECT costs. The ENGINEER shall exercise his professional judgement, skill, care, experience, diligence and professional expertise to prepare plans and specifications with the degree of care and skill ordinarily used by members of the Engineering profession in this locality. It is not the intent nor is it the responsibility of the CITY to exercise independent engineering judgement or to verify the calculations, assumptions, and engineering judgement employed by the ENGINEER.

c. Plans shall be submitted at three (3) stages of development. PROJECT MANAGER will provide written administrative review comments to the ENGINEER on each submittal for incorporation into the next submittal. The submittals shall be made as per the time limits described below, or the ENGINEER shall submit, in writing, for approval by the PROJECT MANAGER, an explanation of delay. Each submittal shall include the review comments and the ENGINEER's written responses from the previous submittal.

    (1) **60% Design Submittal** (approximately 60% completion) shall be made **Four (4) weeks** after project commences. Plan and profile layout sheets, cross-section sheets, typical sections, drainage sections, earthwork cross-sections, erosion control and sedimentation prevention plan, summary of quantities, ENGINEER's cost estimate, and applicable permit applications will be submitted. At this point, all utility conflicts should be resolved and proposed re-routing of any utilities should be identified on the plans. The review comments from the Preliminary Design Plans (30%) must be addressed and incorporated into the 60% plans. Please note that 30% design submittal occurred in a previous project and is to be used as the basis of this design.

    (2) **90% Design Submittal** (approximately 90% completion) shall be made **Four (4) weeks** after 60% comments are received by ENGINEER. Updated plan and profile sheets, cross-sections sheets, detail sheets and all other previously submitted sheets and pertinent and related information required for receipt of bids by the CITY shall be submitted at this point. All utility conflicts should be resolved and proposed re-routing of any utilities should be identified on the plans. All design

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 PROJECT MANAGER. 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 PROJECT MANAGER in replying to questions from prospective bidders and prepare Addenda to the bid documents as required by the PROJECT MANAGER.

   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 PROJECT MANAGER 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 minimum of three copies, including an electronic Excel file, to the PROJECT MANAGER 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 PROJECT MANAGER, 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) business 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

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 PROJECT MANAGER, all qualifications of all engineers, technical staff, inspectors, observers, agents and any substitutions, replacements or additions prior to appointment or use by the ENGINEER. Although the PROJECT MANAGER shall have the right to suspend the work wholly, or in part, due to any inadequacies, as opined by the PROJECT MANAGER, of any of ENGINEER'S technical staff, inspectors, observers, engineers or agents, all acts by the ENGINEER, or ENGINEER'S technical staff, inspectors, observers, engineers or agents are the sole responsibility and liability of the ENGINEER.

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 PROJECT MANAGER reserves the right to appoint department representatives to observe all plans and works of the ENGINEER. The appointed CITY representatives shall have access to all plans, drawings, specifications and reports of the ENGINEER relating to the PROJECT.

c. The CITY will retain a testing firm to provide laboratory services for all soils studies, reports, inspections, and tests required throughout the construction of the PROJECT.

d. The PROJECT ENGINEER in responsible charge shall conduct periodic field reviews to assure compliance with plans and specifications. All inspections shall be documented and submitted to the PROJECT MANAGER.

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

PROJECT MANAGER. At this time, the PROJECT MANAGER will intervene and resolve the dispute. The PROJECT MANAGER'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 PROJECT MANAGER within thirty (30) business days of the acceptance for maintenance of the PROJECT. One bound copy of all test reports for the PROJECT will be submitted with these plans. The "As-Built" plans with any changes from "As Bid" plans shall be prepared and submitted the PROJECT ENGINEER.

b. All final quantities shall be prepared and all necessary supporting information shall be submitted with the "As Built" plans to the PROJECT MANAGER. 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. TERMINATION

a. The City shall have the right at any time upon thirty (30) calendar day's written notice to the ENGINEER to terminate the services of the ENGINEER. The City shall pay to the ENGINEER and the ENGINEER shall accept as full payment for its services, a sum of money equal to the work completed in any commenced but incomplete services.

b. Any failure of the ENGINEER to satisfy the requirements of this Contract, as documented by the Department Head, shall be considered a default of the Contract and sufficient reason for termination. 1. For defaults that are curable (as determined by the City), the ENGINEER shall be notified in writing by the City and shall have an opportunity to cure such default(s) within ten (10) business 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.

providing professional engineering services, nor to limit or reduce ENGINEER's liability for any breach thereof.

VI. COMPENSATION

Any language to the contrary in this Agreement notwithstanding, all payments to the ENGINEER for professional engineering services as identified in Section VI shall be made ***only*** in return for work actually performed in completion of the PROJECT and properly documented to the CITY. All payments to the ENGINEER for such work performed shall be compensated at the rates stated in the Engineer's Hourly Rates, which is attached hereto and incorporated into this Agreement as Exhibit C Fee Schedule. In all instances where compensation amounts are based upon or associated with a percentage of completion calculation, that percentage of completion calculation shall be determined by the PROJECT MANAGER.

A. CONTRACTED SERVICES

Subject to the provisions below and upon receipt by CITY of the deliverables listed in Section III, CITY agrees to pay the ENGINEER, as compensation for such professional engineering services, as shown in the in Exhibit C Fee Schedule attached hereto and incorporated herein, and as authorized by the CITY as follows:

1. It is mutually agreed that compensation to the ENGINEER will be as follows:

   a. Task 1: Design services for 60%, 90%, and 100% construction documents in Section III. A-4 shall not exceed $17,000.00 (Seventeen Thousand Dollars and Zero Cents).

   b. Task 2: Bid Services and Contract Administration work performed in Section III. B-1 shall not exceed $7,250.00 (Seven Thousand Two Hundred Fifty Dollars and Zero Cents).

   c. Task 3: Survey and/or Easement Preparation in Section III. A-3 shall not exceed $2,500.00 (Two Thousand Five Hundred Dollars and Zero Cents).

   d. Task 4: Construction Inpsection in Section III. C shall not exceed $27,500.00 (Twenty-seven Thousand Five Hundred Dollars and Zero Cents).

   e. Task 5: Maintenance Planning and Implementation in Section III. A-2o shall not exceed $2,650.00 (Two Thousand Six Hundred Fifty Dollars and Zero Cents)

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.

f. 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

2. Workers' Compensation/Employer's Liability:

   a. Workers' Compensation insurance in the amounts required by all applicable laws, rules or regulations of the state of Alabama.
   b. Employer's Liability with limits of not less than:

Bodily Injury by Accident	$1,000,000 each accident
Bodily Injury by Disease	$1,000,000 policy limit
Bodily Injury by Disease	$1,000,000 each employee

   c. Borrowed Servant/Alternate Employer endorsement in favor of City of Mobile.

3. Comprehensive General Liability Insurance:

   a. Comprehensive General Liability (occurrence form) including coverage for products/completed operations, independent contractors, blanket contractual liability specifically covering the obligations assumed by ENGINEER.

   b. Limit of Liability: $1,000,000 combined single limit of liability each occurrence bodily injury or property damage.

   c. General Aggregate Limit shall apply on a "Per Project" Basis.

4. Automobile Liability Insurance:

   a. Automobile Liability Insurance to cover any auto, including all owned, non-owned, and hired vehicles, with a $1,000,000 combined single limit of liability each accident for bodily injury and/or property damage.

5. Excess/Umbrella Liability Insurance

   a. Providing following form coverage for Employer's Liability, Comprehensive General Liability, and Automobile Liability.

   b. Limit of Liability: $2,000,000 combined single limit of liability each occurrence for bodily injury and/or property damage.

C. CERTIFICATE OF LIABILITY INSURANCE ENDORSEMENT PAGE

The policy endorsements listed below are required and must be listed in the "Descriptions of Operations" box on the Certificate of Liability Insurance or listed separately on an attachment to the certificate of insurance (ACORD 101, Additional Remarks Schedule).

1. Waiver of Subrogation - All policies of insurance shall be endorsed to waive rights of subrogation in favor of City of Mobile.

fifteen percent of the work performed under this CONTRACT be awarded to socially and economically disadvantaged individuals and business entities.

XI. DISPUTE RESOLUTION

A. In the event of a dispute or claim arising out of this CONTRACT, the parties agree first to try in good faith to settle the dispute by direct discussion. If this is unsuccessful, the parties may enter into mediation in Mobile City, Alabama, with the parties sharing equally in the cost of such mediation.

B. In the event mediation, if attempted, is unsuccessful in resolving a dispute, the parties may proceed to litigation as set forth below.

C. Any dispute, action or proceeding arising out of or related to this Agreement will be exclusively commenced in the state courts of Mobile 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.

D. ENGINEER agrees to waive all rights to trial by jury for any litigation undertaken concerning this Agreement.

E. This Agreement and the rights and obligations of the parties shall be governed by the laws of the State of Alabama without regard to its conflict of laws principles.

F. Unless otherwise agreed in writing, the ENGINEER shall be required to continue its services and all other obligations under this Agreement during the pendency of claim or dispute including, but not limited to, actual period of mediation or judicial proceedings.

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. Training will be provided by the City of Mobile prior to the start of the contract, if required.

XIII. DEFAULT/ BREACH.

Default. Default, for purposes of this CONTRACT, shall include, but is not limited to, any of the following: 1) failure to perform the work or provide the services in accordance with the terms of the contract, 2) failure to meet established deadlines or schedules, 3) substandard or non-compliant work or services, 4) failure to comply with applicable laws, regulations, or permits, including state and federal law, local ordinances and any federal grant requirements, 5) failure to make payments to subcontractors or suppliers, 6) failure to communicate adequately with the City regarding progress or issues, 7) unauthorized assignment or transfer of the contract without prior written consent from the City, 8) failure to correct deficiencies after receiving written notice from the City, 9) misrepresentation or falsification of information provided in contract proposals or during performance,10) failure to maintain required insurance coverage, 11) use of

matter. No Amendment, change or addendum to this Agreement is enforceable unless agreed to in writing by both parties and incorporated into this Agreement.

B. The language of this Agreement shall be construed, in all cases, according to its fair meaning and not for or against any party hereto.

C. The parties hereto do not intend nor shall this Agreement be construed to grant any rights, privileges or interest to any third party.

D. Time is of the essence with regard to each and every aspect of the Contractor's performance under this Contract.

E. The rights and remedies of the City provided for under this Agreement are in addition to any other rights and remedies provided by law.

F. If the Contractor is comprised of more than one legal entity, each entity shall be jointly and severally liable hereunder.

G. The exercise by either party of any rights or remedies provided herein shall not constitute a waiver of any other rights or remedies available under this Agreement or any applicable law.

H. If any term, condition, or covenant of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions of this Agreement shall be valid and binding on each party.

I. The parties covenant and agree that each is duly authorized to enter into and perform this Agreement and those executing this Agreement have all requisite power and authority to bind the parties.

J. Neither the City's review, approval or acceptance of, nor payment for, the services required under this Agreement shall be construed to operate as a waiver of any rights under this Agreement or of any cause of action arising out of the performance of this Agreement.

K. Paragraph headings are for the convenience of the parties and for reference purposes only and shall be given no legal effect.

L. In the event of conflicts or inconsistencies between the provisions of this agreement and those in any attachment or Exhibit hereto, then the provisions of this agreement will take precedence and be applicable, binding and enforceable.

M. Preparation of Agreement. All provisions of this Agreement have been subject to full and careful review by and negotiation between 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.

N. Entire Agreement. This Agreement embodies the entire agreement and understanding between the parties pertaining to the subject matter of this Agreement, and supersedes all prior

CITY OF MOBILE, A Municipal Corporation

By: _____
William S. Stimpson
Mayor

ATTEST:

By: _____
Its City Clerk

Print: Lisa C. Lambert

MCCRORY & WILLIAMS, INC.

By: _____

Print: William E. Wilkerson

Its: Sr. Vice President

Address: 3207 International Dr.
Suite G, Mobile, AL 36606

Telephone: 251-476-4720

STATE OF ALABAMA
CITY OF MOBILE

I, _____, a Notary Public in and for said State and County, hereby certify that William E. Wilkerson, whose name as Senior VP of MCCRORY & WILLIAMS, 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 18th day of April, 2025

_____
NOTARY PUBLIC

My Commission Expires: SAMANTHA BARNES
My Commission Expires
March 28, 2026

EXHIBIT B: PROPOSAL

McCrory Williams
INCORPORATED

Total fees (*CE&I phase*) to be paid the ENGINEER shall not exceed	$ 27,500.00
Total fees (*CoM Maintenance Planning and Implementation*) to be paid the ENGINEER shall not exceed	$ 2,650.00
	$ 56,900.00

We are confident of our ability to provide quality, cost-effective service. We look forward to the opportunity to again provide service to the City of Mobile. If you have any questions, or need additional information, do not hesitate to contact us at (251) 476-4720.

Yours very truly,

McCRORY & WILLIAMS, INC.

Sean M. Estes, P.E.

McCrory Williams
INCORPORATED
Engineers Surveyors

HOURLY RATE SCHEDULE 2025

PRINCIPAL	$175.00 PER HOUR
PROFESSIONAL ENGINEER / PROJECT MANAGER	$160.00 PER HOUR
PROJECT ENGINEER / SENIOR ENGINEER	$150.00 PER HOUR
PROFESSIONAL LAND SURVEYOR	$145.00 PER HOUR
ENGINEER	$130.00 PER HOUR
ENGINEERING INTERN / SENIOR ENGINEERING TECHNICIAN	$110.00 PER HOUR
SENIOR CADD TECHNICIAN / EASEMENT TECHNICIAN	$85.00 PER HOUR
ENGINEERING TECHNICIAN	$100.00 PER HOUR
SENIOR SURVEY TECHNICIAN	$85.00 PER HOUR
SURVEY TECHNICIAN / SURVEY CADD TECHNICIAN	$70.00 PER HOUR
SENIOR CONSTRUCTION REPRESENTATIVE	$95.00 PER HOUR
CONSTRUCTION REPRESENTATIVE	$85.00 PER HOUR
SURVEY CREW	
2-MAN CREW	$135.00 PER HOUR
3-MAN CREW	$165.00 PER HOUR
4-MAN CREW	$185.00 PER HOUR
5-MAN CREW	$220.00 PER HOUR
CLERICAL	$70.00 PER HOUR
MILEAGE	$ .70 PER MILE

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
- Over run/Under run Report

CITY OF MOBILE
Subcontracting and Major Supplier Plan

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

FORM 1: Background and Plan

Section I. Information about your company

Company	McCRORY & WILLIAMS, Inc
Address	3207 INTERNATIONAL DR. Suite G Mobile AL 36606
Telephone	251-476-4720
E-Mail	CVUNCANNON @ MCWINC.COM

RFP/RFQ Solicitation Number	2025-3005-20
Project Description	EROSION MITIGATION @ AZALEA GOLF COURSE AND 12 Mile CREE
Is your company a DBE company?	Yes ☒ No ☐
Work force demographics	Male 21 Female 6 Minority 4 Non-minority 23 Vets 0 Total #of Employees 27

Subcontractor/Major Supplier Plan submitted by:

Printed Name: CARAH VUNCANNON

Signature: Carah Vuncannon Date: 4-15-2025

Title: PRESIDENT

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

Name: SANTA FINCH Title: DBE COORDINATOR

E-mail:_ Phone: SFinch@MCWINC.COM 251-476-4720

E-Verify

Company ID Number: 521538

THE E-VERIFY PROGRAM FOR EMPLOYMENT VERIFICATION MEMORANDUM OF UNDERSTANDING

ARTICLE I

PURPOSE AND AUTHORITY

This Memorandum of Understanding (MOU) sets forth the points of agreement between the Department of Homeland Security (DHS) and **McCrory & Williams, Inc.** (Employer) regarding the Employer's participation in the Employment Eligibility Verification Program (E-Verify). This MOU explains certain features of the E-Verify program and enumerates specific responsibilities of DHS, the Social Security Administration (SSA), and the Employer. E-Verify is a program that electronically confirms an employee's eligibility to work in the United States after completion of the Employment Eligibility Verification Form (Form I-9). For covered government contractors, E-Verify is used to verify the employment eligibility of all newly hired employees and all existing employees assigned to Federal contracts or to verify the entire workforce if the contractor so chooses.

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). Authority for use of the E-Verify program by Federal contractors and subcontractors covered by the terms of Subpart 22.18, "Employment Eligibility Verification", of the Federal Acquisition Regulation (FAR) (hereinafter referred to in this MOU as a "Federal contractor with the FAR E-Verify clause") to verify the employment eligibility of certain employees working on Federal contracts is also found in Subpart 22.18 and in Executive Order 12989, as amended.

ARTICLE II

FUNCTIONS TO BE PERFORMED

A. RESPONSIBILITIES OF SSA

1. SSA agrees to provide the Employer with available information that allows the Employer to confirm the accuracy of Social Security Numbers provided by all employees verified under this MOU and the employment authorization of U.S. citizens.

2. SSA agrees to provide to the Employer appropriate assistance with operational problems that may arise during the Employer's participation in the E-Verify program. SSA agrees to provide the Employer with names, titles, addresses, and telephone numbers of SSA representatives to be contacted during the E-Verify process.

3. SSA agrees to safeguard the information provided by the Employer through the E-Verify program procedures, and to limit access to such information, as is appropriate by law, to individuals responsible for the verification of Social Security Numbers and for evaluation of the E-Verify program or such other persons or entities who may be authorized by SSA as governed

Company ID Number: 521538

Nationality Act (INA) and Federal criminal laws, and to administer Federal contracting requirements.

7. DHS agrees to provide a means of automated verification that is designed (in conjunction with SSA verification procedures) to provide confirmation or tentative nonconfirmation of employees' employment eligibility within 3 Federal Government work days of the initial inquiry.

8. DHS agrees to provide a means of secondary verification (including updating DHS records as may be necessary) for employees who contest DHS tentative nonconfirmations and photo non-match tentative nonconfirmations that is designed to provide 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.

C. RESPONSIBILITIES OF THE EMPLOYER

1. The Employer agrees to display the 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.

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 regarding E-Verify.

3. The Employer agrees to become familiar with and comply with the most recent version of the E-Verify User Manual.

4. The Employer agrees that any Employer Representative who will perform employment verification queries will complete the E-Verify Tutorial before that individual initiates any queries.

A. The Employer agrees that all Employer representatives will take the refresher tutorials initiated by the E-Verify program as a condition of continued use of E-Verify.

B. Failure to complete a refresher tutorial will prevent the Employer from continued use of the program.

5. The Employer agrees to comply with current Form I-9 procedures, with two exceptions:

• 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.

• If an employee presents a DHS Form I-551 (Permanent Resident Card) or Form I-766 (Employment Authorization Document) to complete the 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 photocopy must be of sufficient quality to allow for verification of the photo

Company ID Number: 521538

uses the E-Verify system for any purpose other than as authorized by this MOU, the Employer may be subject to appropriate legal action and termination of its access to SSA and DHS information pursuant to this MOU.

9. The Employer agrees to follow appropriate procedures (see Article III. below) regarding tentative nonconfirmations, including notifying employees in private of the finding and providing them written notice of the findings, providing written referral instructions to employees, allowing employees to contest the finding, and not taking adverse action against employees if they choose to contest the finding. Further, when employees contest a tentative nonconfirmation based upon a photo non-match, the Employer is required to take affirmative steps (see Article III.B. below) to contact DHS with information necessary to resolve the challenge.

10. 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 non-match, does not establish, and should not be interpreted as evidence, that the employee is not work authorized. In any of the cases listed above, 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, refusing to assign the employee to a Federal contract or other assignment, or otherwise subjecting an employee to any assumption 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 non-match 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 or OSC at 1-800-255-8155 or 1-800-237-2515 (TDD).

11. 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, or recruitment or referral practices because of his or her national origin or, in the case of a protected individual as defined in section 274B(a)(3) of the INA, because of his or her citizenship status. 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 unfair immigration-related 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-

whether or not assigned to the contract. Once the Employer begins verifying new hires, such verification of new hires must be initiated within 3 business days after the date of hire. Once enrolled in E-Verify as a Federal contractor with the FAR E-Verify clause, the Employer must initiate verification of employees assigned to the contract within 90 calendar days from the time of enrollment in the system and after the date and selecting which employees will be verified in E-Verify or within 30 days of an employee's assignment to the contract, whichever date is later.

d. Employers that are already enrolled in E-Verify at the time of a contract award but are not enrolled in the system as a Federal contractor with the FAR E-Verify clause: Employers enrolled in E-Verify for 90 days or more at the time of a contract award must use E-Verify to initiate 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 3 business days after the date of hire. Employers enrolled in E-Verify as other than a Federal contractor with the FAR E-Verify clause, must update E-Verify to indicate that they are a Federal contractor with the FAR E-Verify clause within 30 days after assignment to the contract. If the Employer is enrolled in E-Verify 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 3 business days after the date of hire. An Employer enrolled as a Federal contractor with the FAR E-Verify clause in E-Verify must initiate 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.

e. Institutions of higher education, State, local and tribal governments and sureties: Federal contractors with the FAR E-Verify clause 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 pursuant to a performance bond may choose to only verify new and existing employees assigned to the Federal contract. Such Federal contractors with the FAR E-Verify clause may, however, elect to verify all new hires, and/or all existing employees hired after November 6, 1986. The provisions of Article II.D, paragraphs 1.a and 1.b of this MOU providing timeframes for initiating employment verification of employees assigned to a contract apply to such institutions of higher education, State, local and tribal governments, and sureties.

f. Verification of all employees: Upon enrollment, Employers who are Federal contractors with the FAR E-Verify clause 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 new employees and those existing employees assigned to a covered Federal contract. After enrollment, Employers must elect to do so only in the manner designated by DHS and initiate E-Verify verification of all existing employees within 180 days after the election.

g. Form I-9 procedures for existing employees of Federal contractors with the FAR E-Verify clause: Federal contractors with the FAR E-Verify clause may choose to complete new Forms I-9 for all existing employees other than those that are completely exempt from this process. Federal contractors with the FAR E-Verify clause may also update previously completed Forms I-9 to initiate E-Verify verification of existing employees who are not completely exempt as long as that Form I-9 is complete (including the SSN), complies with

determines that more than 10 days is necessary. The Employer agrees to check the E-Verify system regularly for case updates.

4. The Employer agrees not to ask the employee to obtain a printout from the Social Security Number database (the Numident) or other written verification of the Social Security Number from the SSA.

B. REFERRAL TO DHS

1. If the Employer receives a tentative nonconfirmation issued by DHS, the Employer must print the tentative nonconfirmation notice as directed by the E-Verify system and provide it to the employee so that the employee may determine whether he or she will contest the tentative nonconfirmation. The Employer must review the tentative nonconfirmation with the employee in private.

2. If the Employer finds a photo non-match for an employee who provides a document for which the automated system has transmitted a photo, the employer must print the photo non-match tentative nonconfirmation notice as directed by the automated system and provide it to the employee so that the employee may determine whether he or she will contest the finding. The Employer must review the tentative nonconfirmation with the employee in private.
3. The Employer agrees to refer individuals to DHS only when the employee chooses to contest a tentative nonconfirmation received from DHS automated verification process or when the Employer issues a tentative nonconfirmation based upon a photo non-match. The Employer will determine whether the employee contests the tentative nonconfirmation as soon as possible after the Employer receives it.

4. If the employee contests a tentative nonconfirmation issued by DHS, the Employer will provide the employee with a referral letter and instruct the employee to contact DHS through its toll-free hotline (as found on the referral letter) within 8 Federal Government work days.

5. If the employee contests a tentative nonconfirmation based upon a photo non-match, the Employer will provide the employee with a referral letter to DHS. 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. The Employer agrees to check the E-Verify system regularly for case updates.

6. The Employer agrees that if an employee contests a tentative nonconfirmation based upon a photo non-match, the Employer will send a copy of the employee's Form I-551 or Form I-766 to DHS for review by:

- Scanning and uploading the document, or
- Sending a photocopy of the document by an express mail account (paid for at employer expense).

7. If the Employer determines that there is a photo non-match when comparing the photocopied List B document described in Article II.C.5 with the image generated in E-Verify, the Employer must forward the employee's documentation to DHS using one of the means described in the preceding paragraph, and allow DHS to resolve the case.

Company ID Number: 521538

D. 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.

E. 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.

F. The Employer understands that the fact of 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).

G. The foregoing constitutes the full agreement on this subject between DHS and the Employer.

H. The individuals whose signatures appear below represent that they are authorized to enter into this MOU on behalf of the Employer and DHS respectively.

E-Verify

Company ID Number: 521538

North American Industry Classification Systems Code:	541
Administrator:	
Number of Employees:	20 to 99
Number of Sites Verified for:	2

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

- ALABAMA 2 site(s)

Information relating to the Program Administrator(s) for your Company on policy questions or operational problems:

Name:	**Teresa B Dorriety**		
Telephone Number:	**(251) 476 - 4720**	Fax Number:	**(251) 476 - 4721**
E-mail Address:	**tdorriety@mcwinc.com**		

McCrory & Williams, Inc.	
	2005 2006 2007 2008 2009 2010 2011 2012 2013 2014 2015 2016 2017 2018 2019 2020 2021 2022 2023 2024
Transactions	
Transaction Date	06/10/1977
Legal Name Changed From	McCrory & Associates, Incorporated
Transaction Date	12/15/1997
Registered Agent Changed From	* Added
Transaction Date	04/19/1999
Capital Amounts Changed From	$1,000 Authorized $1,000 Paid In
Transaction Date	04/19/1999
Miscellaneous Filing Entry	CANCELLATION OF REACQUIRED SHARES
Transaction Date	08/17/2021
Registered Agent Changed From	WILLIAMS, RICHARD J 2477 COMMERCIAL PARK DR MOBILE, AL 36606
Scanned Documents	
Purchase Document Copies	
Document Date / Type / Pages	12/15/1997 Registered Agent Change 3 pgs.
Document Date / Type / Pages	04/19/1999 Capital Amounts Change 3 pgs.
Document Date / Type / Pages	04/19/1999 Miscellaneous Entry 2 pgs.
Document Date / Type / Pages	08/17/2021 Registered Agent Change 2 pgs.

Browse Results : New Search

State of Alabama

Board of Licensure for Professional Engineers and Land Surveyors

This is to certify that

MCCRORY & WILLIAMS INC

Having given satisfactory evidence of the necessary qualifications required by law has been duly certificated and is hereby issued Certificate of Authorization

LSCA89

authorizing the firm to provide or offer to provide

LAND SURVEYING

services in the State of Alabama through individual licensed professional licensees as agents, employees, officers or partners.

This certificate requires the firm to operate in the State of Alabama as

MCCRORY & WILLIAMS INC

In testimony whereof witness the signature of the Executive Director under seal of the board on 1/2/2024

William R. Huett

Executive Director

This certificate will expire on 12/31/2025 unless renewed.

STATE OF ALABAMA
COUNTY OF MOBILE

AFFIDAVIT OF VENDOR / CONTRACTOR

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

President/CEO of McCrory & Williams, Inc.

As a condition for the award of a contract by the City of Mobile to a business entity or employer that employs one or more employees, I hereby attest that in my capacity as President for McCrory & Williams 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 McCrory & Williams is enrolled in the E-Verify program. The Company ID Number in the E-Verify program is as follows: 521536.

Sarah Vincannon
CEO of McCrory & Williams, Inc.

Sworn to and subscribed before me this the 17th day of April, 2025.

I certify that the affiant is known to me to be the identical party he or she claims to be.

Mary Jane Donoghue
Signature and Seal of Notary Public

MARY JANE DONOGHUE NOTARY PUBLIC ALABAMA, STATE AT LARGE

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 04/21/2025

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	CONTACT NAME: Jackie Murk	
RSC Insurance Brokerage, Inc. 2081 Columbiana Road Birmingham AL 35242	PHONE (A/C, No, Ext):	FAX (A/C, No):
	E-MAIL ADDRESS: jmurk@risk-strategies.com	
	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A: Beazley America Insurance Company, Inc	16510
INSURED McCrory & Williams, Inc 3207 International Dr. Suite G Mobile AL 36606	INSURER B:	
	INSURER C:	
	INSURER D:	
	INSURER E:	
	INSURER F:	

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE	$
	CLAIMS-MADE OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$
							MED EXP (Any one person)	$
	GEN'L AGGREGATE LIMIT APPLIES PER:						PERSONAL & ADV INJURY	$
	POLICY PRO-JECT LOC						GENERAL AGGREGATE	$
	OTHER						PRODUCTS - COMP/OP AGG	$
								$
	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						PER STATUTE OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? N/A (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	$
A	Professional Liability		Y	C19478241001	08/08/2024	08/08/2025	Each Claim	$2,000,000
							Aggregate	$2,000,000

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

Project: Erosion Mitigation at Azalea Golf Course and 12 Mile Creek
Project No.: 2025.3005-20

Waiver of Subrogation applies in favor of City of Mobile.
Thirty (30) Day Notice of Cancellation, non-renewal or material change shall apply (except 10 days for non-payment).
These provisions must be required and accepted by the insured in written contract or agreement.

CERTIFICATE HOLDER

City of Mobile
P.O. Box 180249
Mobile AL 36618-0249

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 03/06/2026

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.

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PRODUCER

StateFarm

Lad Drago Insurance and Financial Services
7623 Spanish Fort Blvd
Spanish Fort, AL 36527

CONTACT NAME: Lad Drago
PHONE (A/C, No, Ext): 2516261237 FAX (A/C, No): 2512434176
E-MAIL ADDRESS: lad@laddragoinsurance.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : State Farm Mutual Automobile Insurance Company	25178
INSURER B : State Farm Fire and Casualty Company	25143
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED

McCrory & Williams Inc
3207 International Drive
Suite G
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	ADD INSD	SUB WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
B	[X] COMMERCIAL GENERAL LIABILITY [ ] CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: [X] POLICY [ ] PRO-JECT [ ] LOC OTHER:	Y	Y	93-B1-Y007-7	08/08/2025	08/08/2026	EACH OCCURRENCE	$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	$
							MED EXP (Any one person)	$ 5,000
							PERSONAL & ADV INJURY	$ 1,000,000
							GENERAL AGGREGATE	$ 2,000,000
							PRODUCTS - COMP/OP AGG	$ 2,000,000
								$
A	AUTOMOBILE LIABILITY [X] ANY AUTO [X] OWNED AUTOS ONLY [ ] SCHEDULED AUTOS [X] HIRED AUTOS ONLY [ ] NON-OWNED AUTOS ONLY	Y	Y	1188688-SFP-01	10/10/2025	04/10/2026	COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
				0972416-SFP-01	09/10/2025	03/10/2026	BODILY INJURY (Per person)	$
				1116190-SFP-01	10/01/2025	04/01/2026	BODILY INJURY (Per accident)	$
				0845117-SFP-01	02/21/2026	08/21/2026	PROPERTY DAMAGE (Per accident)	$
								$
B	[X] UMBRELLA LIAB [X] OCCUR EXCESS LIAB [ ] CLAIMS-MADE DED [ ] RETENTION $			93-38-297-8	08/08/2025	08/08/2026	EACH OCCURRENCE	$ 5,000,000
							AGGREGATE	$ 5,000,000
								$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N [N] (Mandatory In NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N / A	Y	93-CW-P289-4	08/08/2025	08/08/2026	[X] PER STATUTE [ ] OTH-ER	$
							E.L. EACH ACCIDENT	$ 1,000,000
							E.L. DISEASE - EA EMPLOYEE	$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	$ 1,000,000
A	Automobile Liability(Additional policies)	Y	Y	1116190, 0489438, 0929485	10/10/2025	10/10/2026	Combined Single Limit (Ea acc	$1,000,000

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

Product Description: Erosion Mitigation at Azalea Golf Creek and 12 Mile Creek
Project No: 2025-3005-20
City of Mobile is included as an additional insured in respect to all policies (except for workers compensation and professional liability when applicable), which coverage shall be primary / non-contributory, waiver of subrogation applies in favor of City of Mobile with respect to all policies. Thirty (30) day notice of cancellation, non-renewal or material change shall apply (except 10 days for non-payment)

CERTIFICATE HOLDER

City of Mobile
PO Box 1827
Mobile AL, 36633

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 03/10/2026

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PRODUCER RSC Insurance Brokerage, Inc. 2081 Columbiana Road Birmingham AL 35242	CONTACT NAME: Jackie Murk PHONE (A/C, No, Ext): FAX (A/C, No): E-MAIL ADDRESS: jmurk@risk-strategies.com
INSURED McCrory & Williams, Inc. 3207 International Dr. Suite G Mobile AL 36606	INSURER(S) AFFORDING COVERAGE — NAIC # INSURER A : Beazley America Insurance Company, Inc. — 16510 INSURER B : INSURER C : INSURER D : INSURER E : INSURER F :

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE	$
	☐ CLAIMS-MADE ☐ OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$
							MED EXP (Any one person)	$
							PERSONAL & ADV INJURY	$
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$
	☐ POLICY ☐ PRO-JECT ☐ LOC						PRODUCTS - COMP/OP AGG	$
	☐ OTHER:							$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$
	☐ ANY AUTO						BODILY INJURY (Per person)	$
	☐ OWNED AUTOS ONLY ☐ 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						☐ PER STATUTE ☐ OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? ☐ N / A (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	$
A	Professional Liability		Y	C19478251101	08/08/2025	08/08/2026	Each Claim	$2,000,000
							Aggregate	$2,000,000

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

Project No. 2025.3005-20
Project: Erosion Mitigation at Azalea Golf Gourse and 12 Mile Creek

Waiver of Subrogation applies in favor of City of Mobile.
Thirty (30) Day Notice of Cancellation, non-renewal or material change shall apply (except 10 days for non-payment).
These provisions must be required and accepted by the insured in written contract or agreement.

CERTIFICATE HOLDER

City of Mobile
P.O. Box 180249
Mobile AL 36618-0249

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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CAPITAL CONTRACT SUMMARY SHEET

AGENDA ITEM SUMMARY SHEET

Agenda of: March 24, 2026

Submitted by:

Sponsored by:

Purpose and Scope of Project:

Amount of Contract:

Funding Source

ATTACHMENTS:

1. Reynolds BB resolution_60-322

REVIEWERS:

Lana Pafenbach
Lana Pafenbach

R E S O L U T I O N

Sponsored by: Councilmember Ben Reynolds, District 4

WHEREAS, B&B Auto Wrecker Service was issued a notice of violation on February 16, 2026 and suspended from the City's wrecker rotation list for a period of sixty (60) days; and

WHEREAS, B&B Auto Wrecker Service submitted a written request for a hearing to the city clerk within fifteen (15) days of the suspension; and

WHEREAS, a public hearing was held during the regular meeting of the Mobile City Council on March 17, 2026, at which time the Council heard evidence from witnesses and received documents, copies of which are on file with the City Clerk;

NOW THEREFORE BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MOBILE, ALABAMA, that the City Council finds that the evidence presented demonstrates that B&B Auto Wrecker Service was in violation of one or more rules, regulations and/or provisions of Chapter 63 of the Mobile Municipal Code, and therefore the notice of violation and suspension rendered by the Mobile Police Department is affirmed.

BE IT FURTHER RESOLVED that Section 63-43's tiered suspension framework does not provide for a suspension of sixty (60) days, and therefore the Council affirms a suspension of thirty (30) days instead.

ADOPTED:

_____

CITY CLERK

CAPITAL CONTRACT SUMMARY SHEET

AGENDA ITEM SUMMARY SHEET

Agenda of: March 24, 2026

Submitted by:

Sponsored by:

Purpose and Scope of Project:
Added after pre-Council meeting on 3/24 per Ricardo Woods and approved by Council.

Amount of Contract:

Funding Source

ATTACHMENTS:
1. 2026 Agenda Package UrbanSK

REVIEWERS:
Lana Pafenbach
Lana Pafenbach

AGENDA ITEM SUMMARY SHEET

Print Page | Reset

Agenda of: Mar 24, 2026 (Date) Item No. _____

Submitted by: MPD (Department) Chief Randy Jackson (Department Head)

Sponsored by: Spiro N. Cheriogotis (Name) Mayor (Title)

Reviewed by: Curtis Graves (Executive Director)

Routing Authorized: _____ (Mayor's Office) _____ (Date)

A brief synopsis and explanation of the following:

PROJECT NAME: Contract with Urban SDK, Inc. for vehicle traffic analytics software

PURPOSE & SCOPE OF PROJECT:
One-year contract, renewable for unlimited addl one-year periods, with Urban SDK, Inc, for vehicle traffic analytics software for MPD.
General fund.

RESOLUTION ☒ ORDINANCE ☐ OTHER ☐

AMOUNT OF CONTRACT: $64,125.00/ year 1, adjusted annually

FUNDING SOURCE:

Budget Item: 1004 1530 42115 Discretionary Funds: _____

Budget amendment: REDUCE ☐ INCREASED ☐

Grant funds: _____ Matching funds: _____

Associated Costs:

Current year (itemize)
Type: _____ Amount: _____

Future years
Year: _____ Amount: _____

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

Effective date of contract: upon signature

Renewal date of contract (if applicable): annually on execution date

If not bid, state reason: Bid exempt as software

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

How many bidders submitted bids (if applicable): NA

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

R E S O L U T I O N

Sponsored by: Mayor Spiro N. Cheriogotis

BE IT RESOLVED BY THE CITY COUNCIL OF MOBILE, ALABAMA, that the Mayor and 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 Urban SDK, Inc., for one year, renewable for unlimited additional one-year periods without further City Council Approval, in the approximate amount of $64,125.00 for the first year, then at increasing annual amounts in successive years, as appropriated funds are available, for vehicle traffic analytics software, as outlined in the contract attached hereto and made a part hereof as though set forth in full. A copy of said contract is on file in the Office of the City Clerk.

Adopted:

_____
City Clerk

STATE OF ALABAMA)
COUNTY OF MOBILE)

PROFESSIONAL SUBSCRIPTION SERVICE AGREEMENT BY AND BETWEEN THE CITY OF MOBILE, ALABAMA AND URBANSDK, INC.

This Professional Subscription Services Agreement (sometimes hereinafter "Agreement"), made and entered into as of the date on which the last party executes this agreement (the “Effective Date”), by and between **THE CITY OF MOBILE**, a Municipal Corporation of the State of Alabama (hereinafter referred to as the "City") and Urban SDK, Inc. a Delaware corporation, (hereinafter "Service Provider"), as follows:

WHEREAS, the Service Provider is uniquely qualified and has expertise involving accompanying software needed to operate Internet-based software service, related to integrated traffic analytics platform that reads connected-vehicle data and other traffic data sources to calculate traffic volume, vehicle speeds, and movement trends, utilizing comparison and pattern-recognition algorithms suitable for large-scale databases, together with a secure, scalable data management infrastructure necessary for effective management of traffic within the City of Mobile.

WHEREAS, the Service Provider provides software services for public safety and law enforcement agencies which aligns with the Alabama Department of Transportation and United States Department of Transportation requirements for data transmission.

WHEREAS, City desires to engage this Service Provider, due to the Service Provider’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 Service Provider, 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. Service provider will provide professional services to develop and deliver the following services and products:

1. Provide comprehensive Speed, Workflows, Volume and, Collision data for every roadway within the City of Mobile. This will include a base plan with thirteen (13) months of historical data.

2. Provide Customer access to and usage of solution services involving data provided by Urban SDK, Inc. with accompanying software needed to interpret such data and/or an Internet-based software service, including, without limitation, its features, functions, and user interface, and underlying software.

3. "Provide an integrated traffic analytics platform that reads connected-vehicle data and other traffic data sources to calculate traffic volume, vehicle speeds, and movement trends, utilizing comparison and pattern-recognition algorithms suitable for large-scale databases, together with a secure, scalable data management infrastructure."

4. Urban SDK Platform which includes, but is not limited to, its Insights Plan, Traffic Volumes, Collision Index Layer, Workflows, Urban SDK User Seat, Implementation, and Customer Support.

B. The Service Provider agrees to diligently provide above products and services for the performance of this project, in accordance with the scope of services set out herein above and with specificity in **Exhibit A**, Statement of Work/Scope of Services, and **Exhibit B**, Fee Schedule, attached hereto and incorporated herewith. 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.

C. The application of these services will support police investigations within the City of Mobile to analyze roadway activity, respond to public safety concerns, and operationalize data-driven traffic management workflows.

D. The Service Provider 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.

E. The Service Provider shall report to both the Director of the Office of Public Safety or his/her designee and the Police Chief or his/her designee and may receive direct support requests from staff at the Mobile Police Department's Traffic Safety Unit who shall provide specific tasking to the Service Provider with respect to these services.

II. TERM OF AGREEMENT

A. This Contract shall commence immediately upon execution by both the City and the Service Provider.

B. It shall continue for a period of one (1) year. Upon expiration, the Agreement may be renewed for one (1) additional one-year term upon mutual written agreement signed by both parties at least 60 days prior to expiration. Agreement may be renewed for successive one-year terms at the final year rates upon mutual written agreement signed by both parties at least 30 days prior to expiration, subject to annual appropriation of funds. Either party may terminate this Agreement upon thirty (30) days' written notice.'

Ill. COMPENSATION

A. The City agrees to pay the Service Provider an annual Software as a Service (SaaS) subscription payable annually in advance, as set out on the Subscription Fee Tables established within **Exhibit B**, Fee Schedule.

B. The total amount of compensation due to Service Provider for services provided under this contract will not exceed $64,125.00 for the Urban SDK, Inc. License. If the agreement is extended beyond the initial one-year term, the total amount allowed for compensation under this agreement will automatically increase by the agreed amount for each successive extension year.

IV. METHOD OF PAYMENT

A. Payments shall be made via direct deposit to a banking institution designated by the Service Provider.

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 Service Provider and the City.

B. If the City requires the Service Provider to perform additional services related to this Contract then the Service Provider 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 Service Provider. Notwithstanding the preceding, in the event additional services are required as a result of error, omission or negligence of the Service Provider, the Service Provider shall not be entitled to additional compensation.

VI. LIABILITY OF SERVICE PROVIDER

A. 'The Service Provider shall indemnify, defend, and hold harmless the City, its officers, employees, and agents from and against any and all claims, demands, causes of action, suits, damages, losses, diminution in value, liabilities, judgments, and all related costs and expenses, including reasonable attorneys' fees and litigation costs, arising out of or resulting from the hardware, software, or services furnished under this Agreement, to the extent caused by or attributable to the Service Provider's violation of applicable law, negligence, gross negligence, or willful misconduct.'
B. This section of the Agreement will survive the expiration or termination of the Agreement.

VII. SERVICE PROVIDER'S INSURANCE

A. For the term of this Agreement, the Service Provider shall procure and maintain insurance as specified in **Exhibit C**, City of Mobile Insurance Requirements, attached hereto and made part of this Agreement. Service Provider shall attach to this contract, as proof thereof, a certificate of said insurance as well as required endorsements.

VIII. RESPONSIBILITIES OF THE SERVICE PROVIDER

A. The Service Provider agrees to respond to communication from the City within three working days unless a shorter response time is specified by the City.

B. The Service Provider 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 Service Provider'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 Service Provider is, and shall be, in the performance of all work, services and activities under this Contract, an independent contractor.

IX. FORCE MAJEURE

A. The Service Provider 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, unless otherwise agreed to by the City, 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 Service Provider all applicable information and technical data in City's possession or control reasonably requested by Service Provider for the proper performance of the Services.

C. The City will do all things necessary to properly administer the terms and conditions of this Agreement.

D. The City shall not provide, and shall have no obligation to provide, any services to the Service Provider in connection with any claim asserted by or against the Service Provider.

XI. TERMINATION

A. The City shall have the right at any time upon thirty (30) calendar day's written notice to the Service Provider to terminate the services of the Service Provider. The City shall pay to the Service Provider and the Service Provider shall accept as full payment for its services, a sum of money equal to the greater of (i) the amounts due for services performed up to the effective date of termination calculated on an elapsed-time basis, or (ii) any amounts already paid by City as advance payment against the Agreement in any commenced but incomplete services, plus applicable termination fees, if any.

B. Any failure of the Service Provider to satisfy the requirements of this Contract, as documented by the City, 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 Service Provider 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 Service Provider and the Service Provider 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 Service Provider has abandoned performance under this Contract, then the City may terminate this Contract upon three (3) calendar day's written notice to the Service Provider indicating its intention to do so. Payment for work performed prior to the Service Provider'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 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.

B. Service Provider 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 Chief, Mobile Police Department, or the Chief'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 Chief, Mobile Police Department
As: City's Authorized Agent
2460 Government Blvd
Mobile AL 36606

SERVICE PROVIDER:
Urban SDK, Inc.
c/o_____
As: Service Provider's Authorized Agent
10151 Deerwood Park Blvd, Bldg. 100
Suite 100
Jacksonville, FL 32256

Copy to:
City Attorney
City of Mobile Legal Department
P.O. Box 1827
Mobile, AL 36633-1827

C. Any change in the City's Department Head or the Service Provider'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 Service Provider for all damages caused by the default and recover the cost thereof; (ii) the right to cure any such default by Service Provider 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 Service Provider written notice of such termination. In the event of termination of this Agreement by the City because of the Service Provider'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 Service Provider shall excuse any obligation of City to pay compensation or sums otherwise due Service Provider under the agreement. City may withhold any and all sums due if there has been a default or breach by Service Provider of any provision of this agreement until such Default has been cured or if such Default is unable to be cured

XVII. CURE PLAN

A. If Service Provider fails to comply with any material provision of this agreement, the City may issue a written notice requiring Service Provider to submit a corrective action plan (CAP) within such time as City directs. If Service Provider 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. Service Provider 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. Service Provider 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.

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 Service Provider employs one or more employees within the State of Alabama, Service Provider shall provide documentation establishing that Service Provider 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. UNAUTHORIZED OBLIGATIONS

A. When any supply or service acquired under this Agreement is subject to any End User License Agreement (EULA), Terms of Service (TOS), or similar legal instrument or agreement attached as an EXHIBIT to this Agreement which includes any clause requiring the City to indemnify the Servicer or any person or entity for damages, costs, fees, or any other loss or liability that would create an Alabama Municipal Anti-Deficiency Provision in violation (Ala. Code § 11-44C-67), the following shall govern:

1. Any such clause is unenforceable against the City.

2. Neither the City nor any City-authorized end user shall be deemed to have agreed to such clause by virtue of it appearing in the EULA, TOS, or similar legal instrument or agreement. If the EULA, TOS, or similar legal instrument or agreement is invoked through a City signatory or an "I agree" click box or other comparable mechanism (e.g., "click-wrap" or "browse-wrap" agreements), execution does not bind the City or any City authorized end user to such clause.

3. Any such clauses are deemed to be stricken from the EULA, TOS, or similar legal instrument or agreement.

4. The City does not agree to any provision that limits the Service Provider's direct liability for its own acts, omissions, negligence, breach of contract, or failure to perform under this Agreement or Exhibits made the basis hereof. Any contractual term purporting to cap or restrict the Service Provider's liability to third parties or to the City based upon the amount of fees or compensation paid under this Agreement

is rejected and shall be of no force or effect. Notwithstanding the foregoing, and solely with respect to the Service Provider's contractual obligation to indemnify and reimburse the City for claims asserted against the City arising out of the Service Provider's performance of this Agreement, the parties agree that such indemnification obligation shall not exceed **Three Hundred Thousand Dollars ($300,000) per occurrence**, which corresponds to the City's maximum statutory tort exposure under Alabama law. This limitation applies only to the Service Provider's duty to indemnify and reimburse the City and shall not be construed to limit or waive the Service Provider's direct liability to any third party, nor shall it apply to claims arising from the Service Provider's gross negligence, willful misconduct, or violation of law. The Service Provider shall remain fully responsible for all damages, losses, claims, and costs arising out of or relating to its acts or omissions to the fullest extent permitted by law.

5. Nothing contained in this agreement or Exhibits attached hereto shall be deemed to constitute, either as to the Servicer, or as to third parties, a waiver of any statutory damage caps set forth in Ala. Code § § 11-47-190 and 11-93-2, as the same may be amended from time to time, and in any other statutes and case law.

XXII. MISCELLANEOUS

A. This Agreement constitutes the sole and complete understanding between the parties and supersedes all agreements between them, whether oral or written with respect to the subject matter. No Amendment, change or addendum to this Agreement is enforceable unless agreed to in writing by both parties and incorporated into this Agreement.

B. The language of this Agreement shall be construed, in all cases, according to its fair meaning and not for or against any party hereto.

C. The parties hereto do not intend nor shall this Agreement be construed to grant any rights, privileges or interest to any third party.

D. Time is of the essence with regard to each and every aspect of the Service Provider's performance under this Contract.

E. The rights and remedies of the City provided for under this Agreement are in addition to any other rights and remedies provided by law.

F. If the Service Provider is comprised of more than one legal entity, each entity shall be jointly and severally liable hereunder.

G. The exercise by either party of any rights or remedies provided herein shall not constitute a waiver of any other rights or remedies available under this Agreement or any applicable law.

H. If any term, condition, or covenant of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions of this Agreement shall be valid and binding on each party.

I. The parties covenant and agree that each is duly authorized to enter into and perform this Agreement and those executing this Agreement have all requisite power and authority to bind the parties.

J. Neither the City's review, approval or acceptance of, nor payment for, the services required under this Agreement shall be construed to operate as a waiver of any rights under this Agreement or of any cause of action arising out of the performance of this Agreement.

K. Paragraph headings are for the convenience of the parties and for reference purposes only and shall be given no legal effect.

L. All provisions of this Agreement have been subject to full and careful review by and negotiation between Service Provider 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. 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. The provisions of this Agreement shall bind and inure to the benefit of the parties and their respective successors and permitted assigns.

O. 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. 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. If the City is required to take legal action to enforce this contract, the Service Provider agrees to reimburse the City for all reasonable attorney's fees and associated costs incurred.

R. 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.

S. 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.

T. The City and Service Provider each bind itself, its successors and assigns, to the other party of this contract, in respect to all covenants of this agreement. The Service Provider 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. Notwithstanding the foregoing, this Agreement may be assigned without consent in connection with a merger, acquisition, corporate restructuring, or other similar transaction, or as required by law

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.

XXII. 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.

SERVICE PROVIDER,
URBAN SDK, INC.

By: Jonathan Michael Bass

Jonathan Michael Bass
Sr. Director of Revenue Operations
Printed Name and Title

Date:
Mar 12, 2026

State of Florida }
County of Okaloosa }

I, the undersigned Notary Public, in and for said county and state, hereby certify that Jonathan Michael Bass [Individual's Name] whose name as Sr. Director of Revenue Operations [Title] of URBAN SDK, INC., a Delaware 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 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 12th day of March, **2026.**

Ozella mae Moore
Notary Public
Print OZELLA MAE MOORE
My commission expires: 06/13/2027

OZELLA MAE MOORE
Notary Public - State of Florida
Commission # HH 732997
Expires on June 13, 2027

Notarized remotely online using communication technology via Proof.

CITY OF MOBILE

By:

Spiro N. Cheriogotis, Mayor

Date:

ATTEST:

City Clerk

EXHIBIT A: Statement of Work/Scope of Services

EXHIBIT B: Fee Schedule

EXHIBIT C: City Insurance Requirements and Contractor Evidence of Insurance

EXHIBIT D: Contractor E-Verify Enrollment

Statement of Work (SOW)

Urban SDK Platform Implementation

1. Overview

This Statement of Work (SOW) outlines the typical implementation process for the Urban SDK platform. The goal of the implementation program is to ensure your agency is successfully set up to use Urban SDK to analyze roadway activity, respond to public safety concerns, and operationalize data-driven traffic management workflows.

The implementation process is designed to help your team:

- Configure the Urban SDK platform to your agency's needs
- Integrate relevant data layers and geographic boundaries
- Build workflows that support traffic safety initiatives
- Train key users on how to use the platform effectively
- Transition your team into long-term operational use

Most implementations are completed through a structured series of four onboarding sessions, each focused on progressing your team from setup to full operational use.

2. Implementation Objectives

The Urban SDK onboarding process is designed to ensure that your team:

- Has secure access to the platform and user accounts configured
- Has relevant geographic boundaries and roadway data available
- Understands how to analyze roadway metrics such as speed and volume
- Can create and manage traffic safety workflows
- Can operationalize the platform for day-to-day use
- Has a clear path for ongoing support and success

3. Implementation Timeline

Urban SDK onboarding typically occurs over four structured implementation sessions, conducted via video conference.

These sessions are usually completed over 3–6 weeks, depending on customer availability and readiness.

Session	Focus	Outcome
Session 1	Kickoff & Platform Setup	Users access platform and understand initial workflows
Session 2	Data & Workflow Configuration	Customer data layers and workflows configured
Session 3	Operational Readiness	Team demonstrates ability to use platform independently
Session 4	Transition to Long-Term Use	Customer transitions to ongoing support and account management

4. Customer Responsibilities

To ensure a smooth implementation, the customer agrees to:

- Identify primary administrative users for the platform
- Provide relevant GIS data layers if available (e.g., school zones, crash data, signals)
- Participate in scheduled onboarding sessions
- Provide feedback and validation of data uploaded into the platform
- Identify priority roadway safety use cases for their agency

Providing these items in a timely manner helps ensure the implementation progresses efficiently.

5. Urban SDK Responsibilities

Urban SDK will provide the following during the onboarding process:

- Platform configuration and user setup
- Training sessions for designated users
- Guidance on best practices for roadway analysis and traffic safety workflows
- Assistance with uploading customer data layers where applicable
- Documentation and follow-up guidance after onboarding sessions
- Access to Urban SDK support resources

6. Implementation Sessions

Session 1: Kickoff & Platform Setup

Objective

Introduce the Urban SDK platform and ensure all users can access the system.

Topics Covered

- Introduction to the Urban SDK platform
- Review of agency goals and primary use cases
- User account verification
- Uploading and validating agency boundaries
- Introduction to roadway metrics and dashboards

Expected Outcome

By the end of this session:

- All admin users have platform access
- The agency boundary is uploaded and validated
- Primary use cases are identified
- Initial workflows are introduced

Session 2: Data & Workflow Setup

Objective

Configure key datasets and begin operationalizing platform workflows.

Topics Covered

- Uploading relevant data layers (if available)
    - School locations
    - Crash data
    - Traffic signals
    - Pedestrian activity
- Configuring roadway speed limits
- Creating custom geographic areas (routes, polygons, buffers)
- Building rule groups and automated workflows

Expected Outcome

By the end of this session:

- At least one priority data layer is uploaded
- Speed limits are configured
- Initial rule groups and workflows are created
- The platform begins supporting real operational use cases

Session 3: Operational Readiness

Objective

Ensure the customer team can independently use the platform for their daily operations.

Topics Covered

- Creating and managing rule groups
- Building geographic zones and roadway groups
- Running analyses using speed and traffic volume metrics
- Applying the platform to real agency use cases

Session 4: Transition to Long-Term Use

Objective

Transition the customer to ongoing operational use and introduce long-term support resources.

Topics Covered

- Review of implementation progress
- Introduction to the Urban SDK account management team
- Overview of ongoing support processes
- Discussion of long-term use cases and expansion opportunities

Expected Outcome

By the end of this session:

- The agency is fully operational on the Urban SDK platform
- Users understand how to access support and guidance
- The account transitions to long-term success management

7. Ongoing Support

After the implementation process is complete, customers will continue to receive support through Urban SDK's customer success and account management teams.

Ongoing support may include:

- Platform support and troubleshooting
- Best practices for data analysis and reporting
- Assistance with new workflows or use cases
- Periodic check-ins to review platform utilization
- Guidance on additional capabilities or modules

8. Implementation Success Criteria

The implementation will be considered successfully completed when:

- Customer users have active access to the platform
- Relevant boundaries and datasets are configured
- Workflows supporting agency use cases are operational
- The customer team demonstrates the ability to use the platform independently
- The account transitions to the ongoing support team

City of Mobile, Alabama - Urban SDK License (3-Year)

City of Mobile, Alabama
Mobile Government Plaza, 205 Government St, Mobile, AL 36602, USA
Mobile, AL 36602
United States

William Jackson
william.jackson@cityofmobile.org
+12512081704

Quote created: October 22, 2025
Quote expires: March 31, 2026
Quote created by: Caleb Newman
Account Executive
caleb.newman@urbansdk.com
+19046707121

Comments from Caleb Newman

Urban SDK will provide **The City of Mobile, AL** with comprehensive **Speed, Workflows, Volume, and Collision** for every roadway. This includes:

1. **Speed Data**: A 12-month data backfill starting from the month before the contract signing, with ongoing daily reports.
2. **Volume Data**: Refreshed annually to reflect updated traffic conditions.
3. **Workflows:** Enables customers to optimize and automate their workflows and reports with rules based requirements.
4. **Collision Index:** A Safety index that represents the relative likelihood and severity of collisions occurring on a given road segment.
5. **Historical Data**: Any historical data supplied by the **The City of Mobile, AL** will be uploaded into the platform, ensuring continuity and a robust dataset for analysis.

Contract Terms:

- **Insights Plan**
- **Traffic Volumes**
- **Workflows**
- **Collision**
- **Urban SDK User Seats - 5**
- **Customer Support - Fee Waived**
- **Implementation - Fee Waived**
- **CPI 7%**
- **Contract Dates:**
  Start: 3/31/2026
  End: 3/30/2029
- **3 Year Agreement**
  - Year 1 Price - $57,712.50
  - Year 2 Price - $57,712.50
  - Year 3 Price - $57,712.50

A multi-year agreement offers financial savings and guarantees uninterrupted access to critical data for improved traffic management, roadway safety, and mobility planning.

Products & Services

Item & Description	Quantity	Unit Price	Total
Insights Plan Base plan for Urban SDK with 13 Months of Historical Data Archive. License includes: - Insights Analytics & Reporting - Workspace Data Storage - Studio Map Builder - Public Portfolio to Share Reports Monthly Traffic Conditions Data for Functional Road Classes 1-5 - Minimum Speed - Maximum Speed - Average Speed - 50th Percentile Speed - 85th Percentile Speed - 95th Percentile Speed - Speed Difference - Average Speed - Speed Difference - 85th Percentile - Speed Difference - 95th Percentile - Speed Limits	1	$61,500.00 / year	$61,500.00 / year for 1 year
Traffic Volumes Traffic Volume Data for Functional Road Classes 1-5: - Average Annual Daily Traffic Data (AADT) - Average Annual Hourly Traffic Data (AAHT) - Vehicle Miles Travelled Data (VMT) - Updated Annually - 1 Year Data Archive	1	$5,775.00 / year	$5,775.00 / year for 1 year
Collision Index Layer Urban SDK's Collision Index represents the relative likelihood and severity of collisions occurring on a given road segment.	1	$5,775.00 / year	$5,775.00 / year for 1 year
Workflows Workflows enable Urban SDK customers to automate Insights reports, scheduling them to run weekly, monthly, quarterly, or annually. Receive Urban SDK data on an automated and scheduled basis, without the need for recurring manual input.	1	$5,775.00 / year	$5,775.00 / year for 1 year

Item & Description	Quantity	Unit Price	Total
Urban SDK User Seat Urban SDK Administrative Access	5	$1,250.00	$0.00 after 100% discount
Implementation Implementation to Urban SDK platform	1	$3,500.00	$0.00 after 100% discount
Customer Support - Live Chat & Email Support - Knowledge Base How To Articles and Videos - Online Training Webinars	1	$0.00 / year	$0.00 / year for 1 year

Annual subtotal	$78,825.00
One-time subtotal	$0.00 after $9,750.00 discount
Quarter 4 Discount	($21,112.50)
Total	**$57,712.50**

Terms and Conditions

Our agreement is effective as of the Effective Date set forth below, is entered into by and between the Buyer identified as Customer below (“Customer”) and Urban SDK, Inc., a Delaware corporation, with its principal place of business located at 10151 Deerwood Park Boulevard, Building 100 Ste 100 Jacksonville, Florida 32256 (“Urban SDK”). The parties acknowledge and agree that they have read and understand this Agreement and, upon execution, are legally bound by it.

This Agreement includes this “Signature” or any other ordering document referencing this Agreement, the Terms and Conditions available at Terms and Conditions, all statements of work entered into in connection with this Agreement (“Statement(s) of Work”).

Signature

Signature

Date

Printed name

Countersignature

Micah Dickman (Mar 12, 2026 11:54:20 EDT)

Countersignature

Mar 12, 2026

Date

Micah Dickman

Printed name

EXHIBIT C: City Insurance Requirements and Contractor Evidence of Insurance

For the term of this Agreement, the Contractor shall acquire and maintain in full force and effect professional liability insurance/ Errors and Omissions coverage, as well as insurance set out below 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 said insurance.

A. The following are minimum coverage amounts:

1. Professional Liability Insurance: Professional Liability Insurance, including design-Cyber and Technical Errors and Omissions, with a limit of not less than $1,000,000 per claim.

2. Comprehensive General Liability Insurance:

    a. Comprehensive General Liability (occurrence form), including coverage for products/completed operations, independent contractors, blanket contractual liability specifically covering the obligations assumed by Service Provider.

    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: Will not be required for this project.

5. Excess/Umbrella Liability Insurance

    a. Providing following form coverage for Employer's Liability, Comprehensive General Liability, and Automobile Liability.

    b. Limit of Liability: $1,000,000 combined single limit of liability each occurrence for bodily injury and/or property damage.

6. Workers' Compensation Insurance in the amounts required by all applicable laws, rules or regulations of the state of Alabama.

B. CERTIFICATE OF LIABILITY INSURANCE ENDORSEMENT PAGE: The policy endorsements listed below are required and must be selected on the coverage limits, 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). The COI and policy endorsements listed below are required to be produced prior to contract execution:

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 shall be endorsed to name City of Mobile as an Additional Insured, *except professional liability insurance, and workers compensation insurance.*

3. Primary Insurance - All policies of insurance shall be endorsed to provide that all such policies are primary and non-contributing with any other insurance maintained by the City of Mobile, *except professional liability insurance and workers compensation insurance.*

4. Notice of Cancellation - Certificates of Insurance shall provide that such insurance shall not be subject to cancellation, non-renewal nor material change without 30 days or more (except 10 days for non-payment) prior written notice thereof to the City of Mobile.

Certificates of Insurance - General - Within ten (10) calendar days from the date of issuance of Contract forms for execution, Contractor shall deliver to the City of Mobile, certificates of insurance (standard ACORD format) certifying the existence and limits of the insurance coverages along with separate policy endorsements as described above. Contractor shall also be responsible for delivering policy renewal certificates to the City of Mobile.

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 3/9/2026

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
Sihle Insurance Group
1021 Douglas Avenue
Altamonte Springs FL 32714

CONTACT NAME: Certificate Team
PHONE (A/C, No, Ext): 407-869-0962 **FAX (A/C, No):**
E-MAIL ADDRESS: Info@sihle.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Technology Insurance Company	42376
INSURER B : The Cincinnati Indemnity Company	23280
INSURER C : Kinsale Insurance Company	38920
INSURER D : Travelers Casualty & Surety Company	19038
INSURER E :	
INSURER F :	

INSURED URBASDK-01
Urban SDK, LLC
10151 Deerwood Park Blvd, Bldg. 100
Suite 100
Jacksonville FL 32256

COVERAGES **CERTIFICATE NUMBER:** 216870157 **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	
B	X **COMMERCIAL GENERAL LIABILITY** CLAIMS-MADE X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY X PRO-JECT X LOC OTHER:	Y	Y	ENP0748239	6/1/2025	6/1/2026	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG $	$ 1,000,000 $ 500,000 $ 5,000 $ 1,000,000 $ 2,000,000 $ 2,000,000 $
B	**AUTOMOBILE LIABILITY** ANY AUTO OWNED AUTOS ONLY SCHEDULED AUTOS X HIRED AUTOS ONLY X NON-OWNED AUTOS ONLY			ENP0748239	6/1/2025	6/1/2026	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) $	$ 1,000,000 $ $ $ $
B	X **UMBRELLA LIAB** X OCCUR **EXCESS LIAB** CLAIMS-MADE DED X RETENTION $ 0	Y	Y	ENP0748239	6/1/2025	6/1/2026	EACH OCCURRENCE AGGREGATE $	$ 2,000,000 $ 2,000,000 $
A	**WORKERS COMPENSATION AND EMPLOYERS' LIABILITY** ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N: N **(Mandatory in NH)** If yes, describe under DESCRIPTION OF OPERATIONS below	N / A	Y	TWC4614683	6/1/2025	6/1/2026	X PER STATUTE OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ 1,000,000 $ 1,000,000 $ 1,000,000
C D	Excess Liability Crime			0100397933-0 108283925	9/12/2025 6/1/2025	6/1/2026 6/1/2026	Each Claim/Aggregate Employee Theft	$2,000,000 $1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
City of Mobile Alabama is listed as additional insured in regard to the general liability policy as required by written contract. 30-day notice of cancellation is afforded to the certificate holder, 10-days for non-payment.

CERTIFICATE HOLDER

City of Mobile, Alabama
852 Gayle Street
Mobile AL 36604

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

COMMERCIAL GENERAL LIABILITY EXTENDED ENDORSEMENT

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

A. Endorsement - Table of Contents:

Coverage:	Begins on Page:
1. Employee Benefit Liability Coverage	2
2. Unintentional Failure To Disclose Hazards	9
3. Damage To Premises Rented To You	9
4. Supplementary Payments	11
5. 180 Day Coverage For Newly Formed Or Acquired Organizations	11
6. Waiver Of Subrogation	11
7. Automatic Additional Insured - Specified Relationships:	11
(a) Managers Or Lessors Of Premises	
(b) Lessor Of Leased Equipment	
(c) Vendors	
(d) State Or Governmental Agency Or Subdivision Or Political Subdivision - Permits Or Authorizations Relating To Premises	
(e) Mortgagee, Assignee Or Receiver	
8. Property Damage To Borrowed Equipment	14
9. Employees As Insureds - Specified Health Care Services And Good Samaritan Services	15
10. Broadened Notice Of Occurrence	15
11. Nonowned Aircraft	15
12. Bodily Injury Redefined	15
13. Expected Or Intended Injury Redefined	16
14. Former Employees As Insureds	16

B. Limits Of Insurance:

The Commercial General Liability Limits of Insurance apply to the insurance provided by this endorsement, except as provided below:

1. Employee Benefit Liability Coverage

Each Employee Limit: $1,000,000
Aggregate Limit: $3,000,000
Deductible Amount: $ 1,000

3. Damage To Premises Rented To You

The lesser of:
a. The Each Occurrence Limit shown in the Declarations; or
b. $500,000 unless otherwise stated $ _____

4. Supplementary Payments

a. Bail Bonds: $ 2,500
b. Loss Of Earnings: $ 500

8. Property Damage To Borrowed Equipment

Each Occurrence Limit: $10,000
Deductible Amount: $ 250

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4. Supplementary Payments

Under **Section I - Supplementary Payments - Coverages A and B:**

a. Paragraph **1.b.** is replaced by the following:

Up to the limit shown in Section **B.** Limits Of Insurance, **4.a.** Bail Bonds of this endorsement for cost of bail bonds required because of accidents or traffic law violations arising out of the use of any vehicle to which the Bodily Injury Liability Coverage applies. We do not have to furnish these bonds.

b. Paragraph **1.d.** is replaced by the following:

All reasonable expenses incurred by the insured at our request to assist us in the investigation or defense of the claim or "suit", including actual loss of earnings up to the limit shown in Section **B.** Limits Of Insurance, **4.b.** Loss Of Earnings of this endorsement per day because of time off from work.

5. 180 Day Coverage For Newly Formed Or Acquired Organizations

Section II - Who Is An Insured is amended as follows:

Subparagraph **a.** of Paragraph **3.** is replaced by the following:

a. Coverage under this provision is afforded only until the 180th day after you acquire or form the organization or the end of the policy period, whichever is earlier;

6. Waiver Of Subrogation

Section IV - Commercial General Liability Conditions, 8. Transfer Of Rights Of Recovery Against Others To Us is amended by the addition of the following:

We waive any right of recovery against any additional insured under this endorsement, because of any payment we make under this endorsement, to whom the insured has waived its right of recovery in a written contract, written agreement, written permit or written authorization. Such waiver by us applies only to the extent that the insured has waived its right of recovery against such additional insured prior to loss.

7. Automatic Additional Insured - Specified Relationships

a. The following is added to **Section II - Who Is An Insured**:

(1) Any person(s) or organization(s) described in Paragraph **7.a.(2)** of this endorsement (hereinafter referred to as additional insured) whom you are required to add as an additional insured under this Coverage Part by reason of a written contract, written agreement, written permit or written authorization.

(2) Only the following persons or organizations are additional insureds under this endorsement, and insurance coverage provided to such additional insureds is limited as provided herein:

(a) Managers Or Lessors Of Premises

The manager or lessor of a premises leased to you you are required per Paragraph **7.a.(1)** of this endorsement to provide insurance, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by you or those acting on your behalf in connection with the ownership, maintenance or use of that part of the premises leased to you, subject to the following additional exclusions:

This insurance does not apply to:

(i) Any "occurrence" which takes place after you cease to be a tenant in that premises;

(ii) Structural alterations, new construction or demolition operations performed by or on behalf of such additional insured.

(b) Lessor Of Leased Equipment

Any person(s) or organization(s) from whom you lease equipment you are required per Paragraph **7.a.(1)** of this endorsement to provide insurance. Such person(s) or

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(c) Does not apply to any person, organization, vendor, state, governmental agency or subdivision or political subdivision, specifically named as an additional insured under any other provision of, or endorsement added to, this Coverage Part, provided such other provision or endorsement covers the injury or damage for which this insurance applies.

b. With respect to the insurance afforded to the additional insureds described in Paragraph **7.a.(1)** of this endorsement, the following is added to **Section III - Limits Of Insurance**:

The most we will pay on behalf of the additional insured is the amount of insurance:

(1) Required by the written contract, written agreement, written permit or written authorization described in Paragraph **7.a.(1)** of this endorsement. For the purpose of determining the required amount of insurance only, we will include the minimum amount of any Umbrella liability or Excess Liability coverage required for that additional insured in that written contract, written agreement, written permit or written authorization; or

(2) Available under the applicable limits of insurance;

whichever is less.

This endorsement shall not increase the applicable limits of insurance.

c. **Section IV - Commercial General Liability Conditions** is amended to include the following:

Automatic Additional Insured Provision

This insurance applies only if the "bodily injury" or "property damage" occurs, or the "personal and advertising injury" offense is committed:

(1) During the policy period; and

(2) Subsequent to your execution of the written contract or written agreement, or the issuance of a written permit or written authorization, described in Paragraph **7.a.(1)**.

d. **Section IV - Commercial General Liability Conditions** is amended as follows:

Condition **4.** Other Insurance is amended to include:

Primary And Noncontributory Insurance

This insurance is primary to and will not seek contribution from any other insurance available to an additional insured per Paragraph **7.a.(1)** of this endorsement provided that:

(1) The additional insured is a Named Insured under such other insurance; and

(2) You have agreed in writing in a contract, agreement, permit or authorization described in **7.a.(2)** of this endorsement that this insurance would be primary and would not seek contribution from any other insurance available to the additional insured.

8. **Property Damage To Borrowed Equipment**

a. The following is added to Exclusion **2.j.** Damage To Property under Section **I** - Coverage **A** - Bodily Injury And Property Damage Liability:

Paragraphs **(3)** and **(4)** of this exclusion do not apply to tools or equipment loaned to you, provided they are not being used to perform operations at the time of loss.

b. With respect to the insurance provided by this section of the endorsement, the following additional provisions apply:

(1) The Limits of Insurance shown in the Declarations are replaced by the limits shown in Section **B.** Limits Of Insurance, **8.** Property Damage To Borrowed Equipment of this endorsement with respect to coverage provided by this endorsement. These limits are inclusive of and not in addition to the limits being replaced**.** The Limits of Insurance shown in Section **B.** Limits Of Insurance, **8.** Property Damage To Borrowed Equipment of this endorsement fix the most we will pay in any one "occurrence" regardless of the number of:

(a) Insureds;

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4. Supplementary Payments

Under **Section I - Supplementary Payments - Coverages A and B:**

a. Paragraph **1.b.** is replaced by the following:

Up to the limit shown in Section **B.** Limits Of Insurance, **4.a.** Bail Bonds of this endorsement for cost of bail bonds required because of accidents or traffic law violations arising out of the use of any vehicle to which the Bodily Injury Liability Coverage applies. We do not have to furnish these bonds.

b. Paragraph **1.d.** is replaced by the following:

All reasonable expenses incurred by the insured at our request to assist us in the investigation or defense of the claim or "suit", including actual loss of earnings up to the limit shown in Section **B.** Limits Of Insurance, **4.b.** Loss Of Earnings of this endorsement per day because of time off from work.

5. 180 Day Coverage For Newly Formed Or Acquired Organizations

Section II - Who Is An Insured is amended as follows:

Subparagraph **a.** of Paragraph **3.** is replaced by the following:

a. Coverage under this provision is afforded only until the 180th day after you acquire or form the organization or the end of the policy period, whichever is earlier;

6. Waiver Of Subrogation

Section IV - Commercial General Liability Conditions, 8. Transfer Of Rights Of Recovery Against Others To Us is amended by the addition of the following:

We waive any right of recovery against any additional insured under this endorsement, because of any payment we make under this endorsement, to whom the insured has waived its right of recovery in a written contract, written agreement, written permit or written authorization. Such waiver by us applies only to the extent that the insured has waived its right of recovery against such additional insured prior to loss.

7. Automatic Additional Insured - Specified Relationships

a. The following is added to **Section II - Who Is An Insured**:

(1) Any person(s) or organization(s) described in Paragraph **7.a.(2)** of this endorsement (hereinafter referred to as additional insured) whom you are required to add as an additional insured under this Coverage Part by reason of a written contract, written agreement, written permit or written authorization.

(2) Only the following persons or organizations are additional insureds under this endorsement, and insurance coverage provided to such additional insureds is limited as provided herein:

(a) Managers Or Lessors Of Premises

The manager or lessor of a premises leased to you you are required per Paragraph **7.a.(1)** of this endorsement to provide insurance, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by you or those acting on your behalf in connection with the ownership, maintenance or use of that part of the premises leased to you, subject to the following additional exclusions:

This insurance does not apply to:

(i) Any "occurrence" which takes place after you cease to be a tenant in that premises;

(ii) Structural alterations, new construction or demolition operations performed by or on behalf of such additional insured.

(b) Lessor Of Leased Equipment

Any person(s) or organization(s) from whom you lease equipment you are required per Paragraph **7.a.(1)** of this endorsement to provide insurance. Such person(s) or

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organization(s) are insureds only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your maintenance, operation or use of equipment leased to you by such person(s) or organization(s). A person's or organization's status as an additional insured under this endorsement ends when their contract or agreement with you for such leased equipment ends. However, this insurance does not apply to any "occurrence" which takes place after the equipment lease expires.

(c) Vendors

Any person or organization (referred to below as vendor) you are required per Paragraph **7.a.(1)** of this endorsement to provide insurance, but only with respect to liability for "bodily injury" or "property damage" arising out of "your products" which are distributed or sold in the regular course of the vendor's business, subject to the following additional exclusions:

(i) The insurance afforded the vendor does not apply to:

1) "Bodily injury" or "property damage" for which the vendor is obligated to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages that the vendor would have in the absence of the contract or agreement;

2) Any express warranty unauthorized by you;

3) Any physical or chemical change in the product made intentionally by the vendor;

4) Repackaging, except when unpacked solely for the purpose of inspection, demonstration, testing, or the substitution of parts under instructions from the manufacturer, and then repackaged in the original container;

5) Any failure to make such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products;

6) Demonstration, installation, servicing or repair operations, except such operations performed at the vendor's premises in connection with the sale of the product;

7) Products which, after distribution or sale by you, have been labeled or relabeled or used as a container, part or ingredient of any other thing or substance by or for the vendor; or

8) "Bodily injury" or "property damage" arising out of the sole negligence of the vendor for its own acts or omissions or those of its employees or anyone else acting on its behalf. However, this exclusion does not apply to:

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a) The exceptions contained in Paragraphs **(c)(i)4)** or **6)** of this endorsement; or

b) Such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products.

(ii) This insurance does not apply to any insured person or organization:

1) From whom you have acquired such products, or any ingredient, part or container, entering into, accompanying or containing such products; or

2) When liability included within the "products-completed operations hazard" has been excluded under this Coverage Part with respect to such products.

(d) State Or Governmental Agency Or Subdivision Or Political Subdivision - Permits Or Authorizations Relating To Premises

Any state or governmental agency or subdivision or political subdivision you are required per Paragraph **7.a.(1)** of this endorsement to provide insurance, subject to the following additional provision:

This insurance applies only with respect to the following hazards for which the state or governmental agency or subdivision or political subdivision has issued a permit or authorization in connection with premises you own, rent or control and to which this insurance applies:

(i) The existence, maintenance, repair, construction, erection or removal of advertising signs, awnings, canopies, cellar entrances, coal holes, driveways, manholes, marquees, hoist away openings, sidewalk vaults, street banners or decorations and similar exposures;

(ii) The construction, erection or removal of elevators; or

(iii) The ownership, maintenance or use of any elevators covered by this insurance.

(e) Mortgagee, Assignee Or Receiver

Any person or organization you are required per Paragraph **7.a.(1)** of this endorsement to provide insurance, but only with respect to their liability as mortgagee, assignee or receiver and arising out of the ownership, maintenance or use of the premises by you. However, this insurance does not apply to structural alterations, new construction and demolition operations performed by or for that person or organization.

(3) The insurance afforded to additional insureds described in Paragraph **7.a.(1)** of this endorsement:

(a) Only applies to the extent permitted by law;

(b) Will not be broader than that which you are required by the written contract, written agreement, written permit or written authorization to provide for such additional insured; and

(c) Does not apply to any person, organization, vendor, state, governmental agency or subdivision or political subdivision, specifically named as an additional insured under any other provision of, or endorsement added to, this Coverage Part, provided such other provision or endorsement covers the injury or damage for which this insurance applies.

b. With respect to the insurance afforded to the additional insureds described in Paragraph **7.a.(1)** of this endorsement, the following is added to **Section III - Limits Of Insurance**:

The most we will pay on behalf of the additional insured is the amount of insurance:

(1) Required by the written contract, written agreement, written permit or written authorization described in Paragraph **7.a.(1)** of this endorsement. For the purpose of determining the required amount of insurance only, we will include the minimum amount of any Umbrella liability or Excess Liability coverage required for that additional insured in that written contract, written agreement, written permit or written authorization; or

(2) Available under the applicable limits of insurance;

whichever is less.

This endorsement shall not increase the applicable limits of insurance.

c. **Section IV - Commercial General Liability Conditions** is amended to include the following:

Automatic Additional Insured Provision

This insurance applies only if the "bodily injury" or "property damage" occurs, or the "personal and advertising injury" offense is committed:

(1) During the policy period; and

(2) Subsequent to your execution of the written contract or written agreement, or the issuance of a written permit or written authorization, described in Paragraph **7.a.(1)**.

d. **Section IV - Commercial General Liability Conditions** is amended as follows:

Condition **4.** Other Insurance is amended to include:

Primary And Noncontributory Insurance

This insurance is primary to and will not seek contribution from any other insurance available to an additional insured per Paragraph **7.a.(1)** of this endorsement provided that:

(1) The additional insured is a Named Insured under such other insurance; and

(2) You have agreed in writing in a contract, agreement, permit or authorization described in **7.a.(2)** of this endorsement that this insurance would be primary and would not seek contribution from any other insurance available to the additional insured.

8. Property Damage To Borrowed Equipment

a. The following is added to Exclusion **2.j.** Damage To Property under Section **I** - Coverage **A** - Bodily Injury And Property Damage Liability:

Paragraphs **(3)** and **(4)** of this exclusion do not apply to tools or equipment loaned to you, provided they are not being used to perform operations at the time of loss.

b. With respect to the insurance provided by this section of the endorsement, the following additional provisions apply:

(1) The Limits of Insurance shown in the Declarations are replaced by the limits shown in Section **B.** Limits Of Insurance, **8.** Property Damage To Borrowed Equipment of this endorsement with respect to coverage provided by this endorsement. These limits are inclusive of and not in addition to the limits being replaced**.** The Limits of Insurance shown in Section **B.** Limits Of Insurance, **8.** Property Damage To Borrowed Equipment of this endorsement fix the most we will pay in any one "occurrence" regardless of the number of:

(a) Insureds;

Includes copyrighted material of Insurance Services Office, Inc., with its permission.

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

This agreement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

Schedule

Any person or organization as required by written contract

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.
(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective	6/1/2025	Policy No.	TWC4614683	Endorsement No.	0
Insured	Urban SDK Inc.			Premium $	3,376
Insurance Company	Technology Insurance Company, Inc.				

Countersigned by _____

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

PRIMARY AND NONCONTRIBUTORY INSURANCE

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

Endorsement Effective:	Policy Number:
06-01-2025	EBA 074 82 39
Named Insured: URBAN SDK, INC.	
Countersigned by: (Authorized Representative)	

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

1. Noncontributory Insurance

SECTION IV - BUSINESS AUTO CONDITIONS, B. General Conditions, 5. Other Insurance is replaced by the following:

c. Regardless of the provisions of Paragraph **a.** above, this Coverage Form's Liability Coverage is primary and we will not seek contribution from any other insurance for any liability assumed under an "insured contract" that requires liability to be assumed on a primary noncontributory basis.

E-VERIFY IS A SERVICE OF DHS AND SSA

Company ID Number: 2826817

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 Urban SDK, Inc. (Employer). The purpose of this agreement is to set forth terms and conditions which the Employer will follow while participating in E-Verify.

E-Verify is a program that electronically confirms an employee's eligibility to work in the United States after completion of Form I-9, Employment Eligibility Verification (Form I-9). This Memorandum of Understanding (MOU) explains certain features of the E-Verify program and describes specific responsibilities of the Employer, the Social Security Administration (SSA), and DHS.

Authority for the E-Verify program is found in Title IV, Subtitle A, of the Illegal Immigration Reform and Immigrant Responsibility Act of 1996 (IIRIRA), Pub. L. 104-208, 110 Stat. 3009, as amended (8 U.S.C. § 1324a note). The Federal Acquisition Regulation (FAR) Subpart 22.18, "Employment Eligibility Verification" and Executive Order 12989, as amended, provide authority for Federal contractors and subcontractors (Federal contractor) to use E-Verify to verify the employment eligibility of certain employees working on Federal contracts.

ARTICLE II RESPONSIBILITIES

A. RESPONSIBILITIES OF THE EMPLOYER

1. The Employer agrees to display the following notices supplied by DHS in a prominent place that is clearly visible to prospective employees and all employees who are to be verified through the system:

   a. Notice of E-Verify Participation

   b. Notice of Right to Work

2. The Employer agrees to provide to the SSA and DHS the names, titles, addresses, and telephone numbers of the Employer representatives to be contacted about E-Verify. The Employer also agrees to keep such information current by providing updated information to SSA and DHS whenever the representatives' contact information changes.

3. The Employer agrees to grant E-Verify access only to current employees who need E-Verify access. Employers must promptly terminate an employee's E-Verify access if the employer is separated from the company or no longer needs access to E-Verify.

4. The Employer agrees to become familiar with and comply with the most recent version of the E-Verify User Manual.

5. The Employer agrees that any Employer Representative who will create E-Verify cases will complete the E-Verify Tutorial before that individual creates any cases.

a. The Employer agrees that all Employer representatives will take the refresher tutorials when prompted by E-Verify in order to continue using E-Verify. Failure to complete a refresher tutorial will prevent the Employer Representative from continued use of E-Verify.

6. The Employer agrees to comply with current Form I-9 procedures, with two exceptions:

a. If an employee presents a "List B" identity document, the Employer agrees to only accept "List B" documents that contain a photo. (List B documents identified in 8 C.F.R. § 274a.2(b)(1)(B)) can be presented during the Form I-9 process to establish identity.) If an employee objects to the photo requirement for religious reasons, the Employer should contact E-Verify at 888-464-4218.

b. If an employee presents a DHS Form I-551 (Permanent Resident Card), Form I-766 (Employment Authorization Document), or U.S. Passport or Passport Card to complete Form I-9, the Employer agrees to make a photocopy of the document and to retain the photocopy with the employee's Form I-9. The Employer will use the photocopy to verify the photo and to assist DHS with its review of photo mismatches that employees contest. DHS may in the future designate other documents that activate the photo screening tool.

Note: Subject only to the exceptions noted previously in this paragraph, employees still retain the right to present any List A, or List B and List C, document(s) to complete the Form I-9.

7. The Employer agrees to record the case verification number on the employee's Form I-9 or to print the screen containing the case verification number and attach it to the employee's Form I-9.

8. The Employer agrees that, although it participates in E-Verify, the Employer has a responsibility to complete, retain, and make available for inspection Forms I-9 that relate to its employees, or from other requirements of applicable regulations or laws, including the obligation to comply with the anti-discrimination requirements of section 274B of the INA with respect to Form I-9 procedures.

a. The following modified requirements are the only exceptions to an Employer's obligation to not employ unauthorized workers and comply with the anti-discrimination provision of the INA: (1) List B identity documents must have photos, as described in paragraph 6 above; (2) When an Employer confirms the identity and employment eligibility of newly hired employee using E-Verify procedures, the Employer establishes a rebuttable presumption that it has not violated section 274A(a)(1)(A) of the Immigration and Nationality Act (INA) with respect to the hiring of that employee; (3) If the Employer receives a final nonconfirmation for an employee, but continues to employ that person, the Employer must notify DHS and the Employer is subject to a civil money penalty between $550 and $1,100 for each failure to notify DHS of continued employment following a final nonconfirmation; (4) If the Employer continues to employ an employee after receiving a final nonconfirmation, then the Employer is subject to a rebuttable presumption that it has knowingly

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

(including denying, reducing, or extending work hours, delaying or preventing training, requiring an employee to work in poorer conditions, withholding pay, refusing to assign the employee to a Federal contract or other assignment, or otherwise assuming that he or she is unauthorized to work) until and unless secondary verification by SSA or DHS has been completed and a final nonconfirmation has been issued. If the employee does not choose to contest a tentative nonconfirmation or a photo mismatch or if a secondary verification is completed and a final nonconfirmation is issued, then the Employer can find the employee is not work authorized and terminate the employee's employment. Employers or employees with questions about a final nonconfirmation may call E-Verify at 1-888-464-4218 (customer service) or 1-888-897-7781 (worker hotline).

14. The Employer agrees to comply with Title VII of the Civil Rights Act of 1964 and section 274B of the INA as applicable by not discriminating unlawfully against any individual in hiring, firing, employment eligibility verification, or recruitment or referral practices because of his or her national origin or citizenship status, or by committing discriminatory documentary practices. The Employer understands that such illegal practices can include selective verification or use of E-Verify except as provided in part D below, or discharging or refusing to hire employees because they appear or sound "foreign" or have received tentative nonconfirmations. The Employer further understands that any violation of the immigration-related unfair employment practices provisions in section 274B of the INA could subject the Employer to civil penalties, back pay awards, and other sanctions, and violations of Title VII could subject the Employer to back pay awards, compensatory and punitive damages. Violations of either section 274B of the INA or Title VII may also lead to the termination of its participation in E-Verify. If the Employer has any questions relating to the anti-discrimination provision, it should contact OSC at 1-800-255-8155 or 1-800-237-2515 (TDD).

15. The Employer agrees that it will use the information it receives from E-Verify only to confirm the employment eligibility of employees as authorized by this MOU. The Employer agrees that it will safeguard this information, and means of access to it (such as PINS and passwords), to ensure that it is not used for any other purpose and as necessary to protect its confidentiality, including ensuring that it is not disseminated to any person other than employees of the Employer who are authorized to perform the Employer's responsibilities under this MOU, except for such dissemination as may be authorized in advance by SSA or DHS for legitimate purposes.

16. The Employer agrees to notify DHS immediately in the event of a breach of personal information. Breaches are defined as loss of control or unauthorized access to E-Verify personal data. All suspected or confirmed breaches should be reported by calling 1-888-464-4218 or via email at E-Verify@uscis.dhs.gov. Please use "Privacy Incident – Password" in the subject line of your email when sending a breach report to E-Verify.

17. The Employer acknowledges that the information it receives from SSA is governed by the Privacy Act (5 U.S.C. § 552a(i)(1) and (3)) and the Social Security Act (42 U.S.C. 1306(a)). Any person who obtains this information under false pretenses or uses it for any purpose other than as provided for in this MOU may be subject to criminal penalties.

18. The Employer agrees to cooperate with DHS and SSA in their compliance monitoring and evaluation of E-Verify, which includes permitting DHS, SSA, their contractors and other agents, upon

reasonable notice, to review Forms I-9 and other employment records and to interview it and its employees regarding the Employer's use of E-Verify, and to respond in a prompt and accurate manner to DHS requests for information relating to their participation in E-Verify.

19. The Employer shall not make any false or unauthorized claims or references about its participation in E-Verify on its website, in advertising materials, or other media. The Employer shall not describe its services as federally-approved, federally-certified, or federally-recognized, or use language with a similar intent on its website or other materials provided to the public. Entering into this MOU does not mean that E-Verify endorses or authorizes your E-Verify services and any claim to that effect is false.

20. The Employer shall not state in its website or other public documents that any language used therein has been provided or approved by DHS, USCIS or the Verification Division, without first obtaining the prior written consent of DHS.

21. The Employer agrees that E-Verify trademarks and logos may be used only under license by DHS/USCIS (see M-795 (Web)) and, other than pursuant to the specific terms of such license, may not be used in any manner that might imply that the Employer's services, products, websites, or publications are sponsored by, endorsed by, licensed by, or affiliated with DHS, USCIS, or E-Verify.

22. The Employer understands that if it uses E-Verify procedures for any purpose other than as authorized by this MOU, the Employer may be subject to appropriate legal action and termination of its participation in E-Verify according to this MOU.

B. RESPONSIBILITIES OF FEDERAL CONTRACTORS

1. If the Employer is a Federal contractor with the FAR E-Verify clause subject to the employment verification terms in Subpart 22.18 of the FAR, it will become familiar with and comply with the most current version of the E-Verify User Manual for Federal Contractors as well as the E-Verify Supplemental Guide for Federal Contractors.

2. In addition to the responsibilities of every employer outlined in this MOU, the Employer understands that if it is a Federal contractor subject to the employment verification terms in Subpart 22.18 of the FAR it must verify the employment eligibility of any "employee assigned to the contract" (as defined in FAR 22.1801). Once an employee has been verified through E-Verify by the Employer, the Employer may not create a second case for the employee through E-Verify.

a. An Employer that is not enrolled in E-Verify as a Federal contractor at the time of a contract award must enroll as a Federal contractor in the E-Verify program within 30 calendar days of contract award and, within 90 days of enrollment, begin to verify employment eligibility of new hires using E-Verify. The Employer must verify those employees who are working in the United States, whether or not they are assigned to the contract. Once the Employer begins verifying new hires, such verification of new hires must be initiated within three business days after the hire date. Once enrolled in E-Verify as a Federal contractor, the Employer must begin verification of employees assigned to the contract within 90 calendar days after the date of enrollment or within 30 days of an employee's assignment to the contract, whichever date is later.

b. Employers enrolled in E-Verify as a Federal contractor for 90 days or more at the time of a contract award must use E-Verify to begin verification of employment eligibility for new hires of the Employer who are working in the United States, whether or not assigned to the contract, within three business days after the date of hire. If the Employer is enrolled in E-Verify as a Federal contractor for 90 calendar days or less at the time of contract award, the Employer must, within 90 days of enrollment, begin to use E-Verify to initiate verification of new hires of the contractor who are working in the United States, whether or not assigned to the contract. Such verification of new hires must be initiated within three business days after the date of hire. An Employer enrolled as a Federal contractor in E-Verify must begin verification of each employee assigned to the contract within 90 calendar days after date of contract award or within 30 days after assignment to the contract, whichever is later.

c. Federal contractors that are institutions of higher education (as defined at 20 U.S.C. 1001(a)), state or local governments, governments of Federally recognized Indian tribes, or sureties performing under a takeover agreement entered into with a Federal agency under a performance bond may choose to only verify new and existing employees assigned to the Federal contract. Such Federal contractors may, however, elect to verify all new hires, and/or all existing employees hired after November 6, 1986. Employers in this category must begin verification of employees assigned to the contract within 90 calendar days after the date of enrollment or within 30 days of an employee's assignment to the contract, whichever date is later.

d. Upon enrollment, Employers who are Federal contractors may elect to verify employment eligibility of all existing employees working in the United States who were hired after November 6, 1986, instead of verifying only those employees assigned to a covered Federal contract. After enrollment, Employers must elect to verify existing staff following DHS procedures and begin

E-Verify verification of all existing employees within 180 days after the election.

e. The Employer may use a previously completed Form I-9 as the basis for creating an E-Verify case for an employee assigned to a contract as long as:

i. That Form I-9 is complete (including the SSN) and complies with Article II.A.6,

ii. The employee's work authorization has not expired, and

iii. The Employer has reviewed the Form I-9 information either in person or in communications with the employee to ensure that the employee's Section 1, Form I-9 attestation has not changed (including, but not limited to, a lawful permanent resident alien having become a naturalized U.S. citizen).

f. The Employer shall complete a new Form I-9 consistent with Article II.A.6 or update the previous Form I-9 to provide the necessary information if:

i. The Employer cannot determine that Form I-9 complies with Article II.A.6,

ii. The employee's basis for work authorization as attested in Section 1 has expired or changed, or

iii. The Form I-9 contains no SSN or is otherwise incomplete.

Note: If Section 1 of Form I-9 is otherwise valid and up-to-date and the form otherwise complies with

Article II.C.5, but reflects documentation (such as a U.S. passport or Form I-551) that expired after completing Form I-9, the Employer shall not require the production of additional documentation, or use the photo screening tool described in Article II.A.5, subject to any additional or superseding instructions that may be provided on this subject in the E-Verify User Manual.

g. The Employer agrees not to require a second verification using E-Verify of any assigned employee who has previously been verified as a newly hired employee under this MOU or to authorize verification of any existing employee by any Employer that is not a Federal contractor based on this Article.

3. The Employer understands that if it is a Federal contractor, its compliance with this MOU is a performance requirement under the terms of the Federal contract or subcontract, and the Employer consents to the release of information relating to compliance with its verification responsibilities under this MOU to contracting officers or other officials authorized to review the Employer's compliance with Federal contracting requirements.

C. RESPONSIBILITIES OF SSA

1. SSA agrees to allow DHS to compare data provided by the Employer against SSA's database. SSA sends DHS confirmation that the data sent either matches or does not match the information in SSA's database.

2. SSA agrees to safeguard the information the Employer provides through E-Verify procedures. SSA also agrees to limit access to such information, as is appropriate by law, to individuals responsible for the verification of Social Security numbers or responsible for evaluation of E-Verify or such other persons or entities who may be authorized by SSA as governed by the Privacy Act (5 U.S.C. § 552a), the Social Security Act (42 U.S.C. 1306(a)), and SSA regulations (20 CFR Part 401).

3. SSA agrees to provide case results from its database within three Federal Government work days of the initial inquiry. E-Verify provides the information to the Employer.

4. SSA agrees to update SSA records as necessary if the employee who contests the SSA tentative nonconfirmation visits an SSA field office and provides the required evidence. If the employee visits an SSA field office within the eight Federal Government work days from the date of referral to SSA, SSA agrees to update SSA records, if appropriate, within the eight-day period unless SSA determines that more than eight days may be necessary. In such cases, SSA will provide additional instructions to the employee. If the employee does not visit SSA in the time allowed, E-Verify may provide a final nonconfirmation to the employer.

Note: If an Employer experiences technical problems, or has a policy question, the employer should contact E-Verify at 1-888-464-4218.

D. RESPONSIBILITIES OF DHS

1. DHS agrees to provide the Employer with selected data from DHS databases to enable the Employer to conduct, to the extent authorized by this MOU:

a. Automated verification checks on alien employees by electronic means, and

b. Photo verification checks (when available) on employees.

2. DHS agrees to assist the Employer with operational problems associated with the Employer's participation in E-Verify. DHS agrees to provide the Employer names, titles, addresses, and telephone numbers of DHS representatives to be contacted during the E-Verify process.

3. DHS agrees to provide to the Employer with access to E-Verify training materials as well as an E-Verify User Manual that contain instructions on E-Verify policies, procedures, and requirements for both SSA and DHS, including restrictions on the use of E-Verify.

4. DHS agrees to train Employers on all important changes made to E-Verify through the use of mandatory refresher tutorials and updates to the E-Verify User Manual. Even without changes to E-Verify, DHS reserves the right to require employers to take mandatory refresher tutorials.

5. DHS agrees to provide to the Employer a notice, which indicates the Employer's participation in E-Verify. DHS also agrees to provide to the Employer anti-discrimination notices issued by the Office of Special Counsel for Immigration-Related Unfair Employment Practices (OSC), Civil Rights Division, U.S. Department of Justice.

6. DHS agrees to issue each of the Employer's E-Verify users a unique user identification number and password that permits them to log in to E-Verify.

7. DHS agrees to safeguard the information the Employer provides, and to limit access to such information to individuals responsible for the verification process, for evaluation of E-Verify, or to such other persons or entities as may be authorized by applicable law. Information will be used only to verify the accuracy of Social Security numbers and employment eligibility, to enforce the INA and Federal criminal laws, and to administer Federal contracting requirements.

8. DHS agrees to provide a means of automated verification that provides (in conjunction with SSA verification procedures) confirmation or tentative nonconfirmation of employees' employment eligibility within three Federal Government work days of the initial inquiry.

9. DHS agrees to provide a means of secondary verification (including updating DHS records) for employees who contest DHS tentative nonconfirmations and photo mismatch tentative nonconfirmations. This provides final confirmation or nonconfirmation of the employees' employment eligibility within 10 Federal Government work days of the date of referral to DHS, unless DHS determines that more than 10 days may be necessary. In such cases, DHS will provide additional verification instructions.

ARTICLE III
REFERRAL OF INDIVIDUALS TO SSA AND DHS

A. REFERRAL TO SSA

1. If the Employer receives a tentative nonconfirmation issued by SSA, the Employer must print the notice as directed by E-Verify. The Employer must promptly notify employees in private of the finding and provide them with the notice and letter containing information specific to the employee's E-Verify case.

The Employer also agrees to provide both the English and the translated notice and letter for employees with limited English proficiency to employees. The Employer agrees to provide written referral instructions to employees and instruct affected employees to bring the English copy of the letter to the SSA. The Employer must allow employees to contest the finding, and not take adverse action against employees if they choose to contest the finding, while their case is still pending.

2. The Employer agrees to obtain the employee's response about whether he or she will contest the tentative nonconfirmation as soon as possible after the Employer receives the tentative nonconfirmation. Only the employee may determine whether he or she will contest the tentative nonconfirmation.

3. After a tentative nonconfirmation, the Employer will refer employees to SSA field offices only as directed by E-Verify. The Employer must record the case verification number, review the employee information submitted to E-Verify to identify any errors, and find out whether the employee contests the tentative nonconfirmation. The Employer will transmit the Social Security number, or any other corrected employee information that SSA requests, to SSA for verification again if this review indicates a need to do so.

4. The Employer will instruct the employee to visit an SSA office within eight Federal Government work days. SSA will electronically transmit the result of the referral to the Employer within 10 Federal Government work days of the referral unless it determines that more than 10 days is necessary.

5. While waiting for case results, the Employer agrees to check the E-Verify system regularly for case updates.

6. The Employer agrees not to ask the employee to obtain a printout from the Social Security Administration number database (the Numident) or other written verification of the SSN from the SSA.

B. REFERRAL TO DHS

1. If the Employer receives a tentative nonconfirmation issued by DHS, the Employer must promptly notify employees in private of the finding and provide them with the notice and letter containing information specific to the employee's E-Verify case. The Employer also agrees to provide both the English and the translated notice and letter for employees with limited English proficiency to employees. The Employer must allow employees to contest the finding, and not take adverse action against employees if they choose to contest the finding, while their case is still pending.

2. The Employer agrees to obtain the employee's response about whether he or she will contest the tentative nonconfirmation as soon as possible after the Employer receives the tentative nonconfirmation. Only the employee may determine whether he or she will contest the tentative nonconfirmation.

3. The Employer agrees to refer individuals to DHS only when the employee chooses to contest a tentative nonconfirmation.

4. If the employee contests a tentative nonconfirmation issued by DHS, the Employer will instruct the

employee to contact DHS through its toll-free hotline (as found on the referral letter) within eight Federal Government work days.

5. If the Employer finds a photo mismatch, the Employer must provide the photo mismatch tentative nonconfirmation notice and follow the instructions outlined in paragraph 1 of this section for tentative nonconfirmations, generally.

6. The Employer agrees that if an employee contests a tentative nonconfirmation based upon a photo mismatch, the Employer will send a copy of the employee's Form I-551, Form I-766, U.S. Passport, or passport card to DHS for review by:

   a. Scanning and uploading the document, or

   b. Sending a photocopy of the document by express mail (furnished and paid for by the employer).

7. The Employer understands that if it cannot determine whether there is a photo match/mismatch, the Employer must forward the employee's documentation to DHS as described in the preceding paragraph. The Employer agrees to resolve the case as specified by the DHS representative who will determine the photo match or mismatch.

8. DHS will electronically transmit the result of the referral to the Employer within 10 Federal Government work days of the referral unless it determines that more than 10 days is necessary.

9. While waiting for case results, the Employer agrees to check the E-Verify system regularly for case updates.

ARTICLE IV
SERVICE PROVISIONS

A. NO SERVICE FEES

1. SSA and DHS will not charge the Employer for verification services performed under this MOU. The Employer is responsible for providing equipment needed to make inquiries. To access E-Verify, an Employer will need a personal computer with Internet access.

ARTICLE V
MODIFICATION AND TERMINATION

A. MODIFICATION

1. This MOU is effective upon the signature of all parties and shall continue in effect for as long as the SSA and DHS operates the E-Verify program unless modified in writing by the mutual consent of all parties.

2. Any and all E-Verify system enhancements by DHS or SSA, including but not limited to E-Verify checking against additional data sources and instituting new verification policies or procedures, will be covered under this MOU and will not cause the need for a supplemental MOU that outlines these changes.

B. TERMINATION

1. The Employer may terminate this MOU and its participation in E-Verify at any time upon 30 days prior written notice to the other parties.

2. Notwithstanding Article V, part A of this MOU, DHS may terminate this MOU, and thereby the Employer's participation in E-Verify, with or without notice at any time if deemed necessary because of the requirements of law or policy, or upon a determination by SSA or DHS that there has been a breach of system integrity or security by the Employer, or a failure on the part of the Employer to comply with established E-Verify procedures and/or legal requirements. The Employer understands that if it is a Federal contractor, termination of this MOU by any party for any reason may negatively affect the performance of its contractual responsibilities. Similarly, the Employer understands that if it is in a state where E-Verify is mandatory, termination of this by any party MOU may negatively affect the Employer's business.

3. An Employer that is a Federal contractor may terminate this MOU when the Federal contract that requires its participation in E-Verify is terminated or completed. In such cases, the Federal contractor must provide written notice to DHS. If an Employer that is a Federal contractor fails to provide such notice, then that Employer will remain an E-Verify participant, will remain bound by the terms of this MOU that apply to non-Federal contractor participants, and will be required to use the E-Verify procedures to verify the employment eligibility of all newly hired employees.

4. The Employer agrees that E-Verify is not liable for any losses, financial or otherwise, if the Employer is terminated from E-Verify.

ARTICLE VI
PARTIES

A. Some or all SSA and DHS responsibilities under this MOU may be performed by contractor(s), and SSA and DHS may adjust verification responsibilities between each other as necessary. By separate agreement with DHS, SSA has agreed to perform its responsibilities as described in this MOU.

B. Nothing in this MOU is intended, or should be construed, to create any right or benefit, substantive or procedural, enforceable at law by any third party against the United States, its agencies, officers, or employees, or against the Employer, its agents, officers, or employees.

C. The Employer may not assign, directly or indirectly, whether by operation of law, change of control or merger, all or any part of its rights or obligations under this MOU without the prior written consent of DHS, which consent shall not be unreasonably withheld or delayed. Any attempt to sublicense, assign, or transfer any of the rights, duties, or obligations herein is void.

D. Each party shall be solely responsible for defending any claim or action against it arising out of or related to E-Verify or this MOU, whether civil or criminal, and for any liability wherefrom, including (but not limited to) any dispute between the Employer and any other person or entity regarding the applicability of Section 403(d) of IIRIRA to any action taken or allegedly taken by the Employer.

E. The Employer understands that its participation in E-Verify is not confidential information and may be disclosed as authorized or required by law and DHS or SSA policy, including but not limited to, 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: 2826817

Approved by:

Employer Urban SDK, Inc.	
Name (Please Type or Print) Micah Dickman	**Title**
Signature Electronically Signed	**Date** 08/25/2025
Department of Homeland Security – Verification Division	
Name (Please Type or Print) USCIS Verification Division	**Title**
Signature Electronically Signed	**Date** 08/25/2025

Company ID Number: 2826817

Information Required for the E-Verify Program **Information relating to your Company:**	
Company Name	Urban SDK, Inc.
Company Facility Address	10151 Deerwood Park Boulevard, Building 100 Ste 100 Jacksonville, FL 32256
Company Alternate Address	
County or Parish	DUVAL
Employer Identification Number	830618567
North American Industry Classification Systems Code	541
Parent Company	
Number of Employees	20 to 99
Number of Sites Verified for	1 site(s)

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

FL	1

Company ID Number: 2826817

Information relating to the Program Administrator(s) for your Company on policy questions or operational problems:

Name	Micah Dickman
Phone Number	6787931627
Fax	
Email	micah.dickman@urbansdk.com

Company ID Number: 2826817

This list represents the first 20 Program Administrators listed for this company.