AGENDA
Mobile City Council

Auditorium
Government Plaza
205 Government Street
Mobile, AL 36644

Tuesday, May 5, 2026, 10:30 AM

1. **CALL TO ORDER**

2. **INVOCATION**

   Pastor Tony Legear, Public Safety Chaplain

3. **PLEDGE OF ALLEGIANCE**

4. **ROLL CALL**

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

6. **APPROVAL OF MINUTES**

   April 28, 2026

7. **COMMUNICATIONS FROM THE MAYOR**

8. **ADOPTION OF THE AGENDA**

9. **APPEALS**

   Request of Kayla French for a waiver of the Noise Ordinance at 809 Donald Street on

May 16, 2026, from 2:00 p.m. - 6:00 p.m. (District 1).

Request of Kristen Coats for a waiver of the Noise Ordinance at 1257 Government Street on May 15, 2026, from 5:30 p.m. - 8:30 p.m. (District 2).

Request of Devin Pate for a waiver of the Noise Ordinance at 454 Charleston Street on May 30 & 31, 2026, from 12:00 p.m. - 10:00 p.m. (District 2).

Request of Devin Pate for a waiver of the Noise Ordinance at 1621 Virginia Street on September 4 & 5, 2026, from 8:00 a.m. - 10:00 p.m. (District 2).

Request of Devin Pate for a waiver of the Noise Ordinance at 1621 Virginia Street on October 1-3, 2026, from 12:00 p.m. - 10:00 p.m. (District 2).

Request of Kimberly Bell for a waiver of the Noise Ordinance at Lyons Park on May 9, 2026, from 2:00 p.m. - 5:00 p.m. (District 2).

Request of Carrie Coats for a waiver of the Noise Ordinance at Lyons Park on September 11-13, 2026, from 7:00 a.m. - 7:00 p.m. (District 2).

Request of Andrew Grinstead for a waiver of the Noise Ordinance at Fort Conde Inn on June 27, 2026, from 6:30 p.m. - 11:00 p.m. (District 2).

Request of Thomas Fowlkes for a waiver of the Noise Ordinance at 250 Dauphin Street on July 18, 2026, from 8:00 a.m. - 10:00 p.m. (District 2).

Request of Georgia Baker for a waiver of the Noise Ordinance at 321 N. Warren Street on September 13, 2026, from 3:00 p.m. - 8:00 p.m. (District 2).

Request of Katrina Martinez for a waiver of the Noise Ordinance at 1757 Government Street on October 17, 2026, from 7:00 p.m. - 12:00 a.m. (District 2).

Request of LaTosha Dunn for a waiver of the Noise Ordinance at 1605 Apex Court on June 6, 2026, from 12:00 p.m. - 10:00 p.m. (District 4).

Request of Allison Hall for a waiver of the Noise Ordinance at Mobile Botanical Gardens on May 7, 2026, from 6:00 p.m. - 9:00 p.m. (District 7).

Request of Andre Reynolds for a waiver of the Noise Ordinance at 6600 Magnolia Grove Parkway on May 9, 2026, from 6:00 p.m. - 10:00 p.m. (District 7).

Request of Laurie Gill for a waiver of the Noise Ordinance at 7001 Magnolia Grove

Parkway on May 9, 2026, from 4:00 p.m. - 10:00 p.m. (District 7).

10. PUBLIC HEARINGS

Public hearing to declare the structure at 2814 Cottage Hill Road a public nuisance and order it demolished (District 1).

Public hearing to declare the structure at 251 Rylands Street a public nuisance and order it demolished (District 2).

Public hearing to declare the structure at 2459 Karagan Drive a public nuisance and order it demolished (District 3).

Public hearing to declare the structure at 3909 Wiggins Drive a public nuisance and order it demolished (District 3).

11. PRESENTATION OF PETITIONS AND OTHER COMMUNICATIONS TO THE COUNCIL

Tammy White - give information about Support Surviving Mothers that provides resources such as therapy and burial assistance.

Lenice Emanual, Exec. Dir. of Alabama Institute of Social Justice - invite the Council to the National Day without Child Care event on May 11.

Estella Trotter - Mobile City officials and officers of the court, fiduciary duties to report fake, inaccurate, fraudulent, and gross negligence, information purposely submitted to courts in order to harm Mobile citizen(s).

Malcolm Banks - give information about Elizabeth's Crayons event.

12. RESOLUTIONS HELD OVER

01-466 Authorize Agreement with the Downtown Mobile District Management Corporation for Base Line Services (sponsored by Mayor Cheriogotis) (submitted by Ricardo Woods, City Attorney).

01-467 Authorize Agreement with Matthew Brooks to provide Tennis Teaching Pro for Parks and Recreation Department; NTE $80,000 per year (sponsored by Mayor Cheriogotis) (submitted by Shonnda Smith, Executive Director of Public Works).

01-468 Authorize Agreement with Peyton Hickman to provide tennis lessons and clinics for Parks and Recreation Department; NTE $80,000 per year (sponsored by

Mayor Cheriogotis) (submitted by Shonnda Smith, Executive Director of Public Works).

01-469 Authorize Agreement with Frank Trice to provide racquet stringer services for Parks and Recreation Department; NTE $80,000 per year (sponsored by Mayor Cheriogotis) (submitted by Shonnda Smith, Executive Director of Public Works).

09-473 Re-allocate funds from Capital Project Mounting Unit - New Training CTR to Capital Project MPD Mounted Unit Grand Bay Upgrades; $156,016.95 (sponsored by Mayor Cheriogotis) (submitted by Carleen Stout-Clark, REAM).

09-474 Re-allocate funds from Capital Project ADEM Testing to Capital Project Stormwater MGMT MS4 program to support the City of Mobile's MS4 Program; $475,000.00 (sponsored by Mayor Cheriogotis) (submitted by John Forrester, Engineering Dept.).

21-475 Authorize contract amendment #4 with Goodwyn Mills & Cawood Inc. for improvements to the Master Plan for the Mobile Civic Center Arena; $62,500.00 (increase) (sponsored by Mayor Cheriogotis) (submitted by Carleen Stout-Clark, REAM Dept.).

37-477 Consider the application of Charles Henry Royal II for a Certificate of Public Convenience and Necessity to operate a Shuttle Service.

60-478 Authorize Settlement Agreement and Release of Claims: Joiner (sponsored by Mayor Cheriogotis) (submitted by Ricardo Woods, City Attorney).

13. CONSENT RESOLUTIONS BEING INTRODUCED

03-480 Concur in the appointments of Dr. Valerie James and Denise Reimer to the Mobile County Board of Human Resources (sponsored by City Council).

09-481 Transfer funds from Capital Project Priority Project/District 5 to Capital Project Traffic Engr-Street Traffic Improvements; $6,800.00 (sponsored by Councilmember Fleming) (submitted by Tiffany Hollins, Capital Projects).

40-482 Declare the structure at 2814 Cottage Hill Road a public nuisance and order it demolished (sponsored by Councilmember Penn).

40-483 Declare the structure at 251 Rylands Street a public nuisance and order it demolished (sponsored by Councilmember Ingram).

40-484 Declare the structure at 2459 Karagan Drive a public nuisance and order it demolished (sponsored by Councilmember Small).

40-485 Declare the structure at 3909 Wiggins Drive a public nuisance and order it demolished (sponsored by Councilmember Small).

60-486 Determine an appropriation to Jack & Jill of America, Inc., Mobile Chapter serves a public purpose and approve payment (sponsored by Councilmember Penn) (submitted by Donna Bryars, Finance Dept.).

60-487 Determine an appropriation to Via Senior Center serves a public purpose and approve payment (sponsored by Councilmember Penn) (submitted by Donna Bryars, Finance Dept.).

60-488 Determine an appropriation to Country Club Estates Neighborhood Association serves a public purpose and approve payment (sponsored by Councilmember Fleming) (submitted by Donna Bryars, Finance Dept.).

60-489 Determine an appropriation to Augusta Evans School serves a public purpose and approve payment (sponsored by Councilmember Gregory) (submitted by Donna Bryars, Finance Dept.).

14. CIP RESOLUTIONS BEING INTRODUCED

01-490 Authorize Agreement with Harwell & Company, LLC for 2026 CIP Resurfacing (Districts 1, 2, 3, 4, 5, & 7); $11,377,001.25 (sponsored by Councilmembers Penn, Ingram, Small, Reynolds, Fleming, Gregory, and Mayor Cheriogotis) (submitted by John Forrester, Engineering Dept.).

08-491 Approve purchase order to Musco Sports Lighting, LLC for field lights for Trimmier Park football field; $253,000.00 (sponsored by Mayor Cheriogotis) (submitted by John Paine, Purchasing Dept.).

21-492 Authorize Contract with Geotechnical Engineering Testing, Inc. for 2026 CIP Resurfacing (Districts 1, 2, 3, 4, 5 & 7); $238,000.00 (sponsored by Councilmembers Penn, Ingram, Small, Reynolds, Fleming, Gregory, and Mayor Cheriogotis) (submitted by John Forrester, Engineering Dept.).

15. RESOLUTIONS BEING INTRODUCED

01-493 Authorize Foreign Trade Zone Operator Agreement with CMT2., LLC (sponsored by Mayor Cheriogotis) (submitted by Ricardo Woods, City Attorney).

01-494 Authorize Agreement with Hunter Nichols for videography and photography services for National Maritime Museum of the Gulf; NTE $61,079.00 per year (sponsored by Mayor Cheriogotis) (submitted by Karen Poth, Maritime Museum).

01-495 Authorize Agreement Amendment #3 with McElhenney Construction, LLC for 2024 City of Mobile Annual Storm Drain Maintenance; $2,490,000.00 increase (sponsored by Councilmembers Penn, Ingram, Small, Reynolds, Fleming, Woods, Gregory and Mayor Cheriogotis) (submitted by John Forrester, Engineering Dept.).

08-496 Approve purchase order to Cat Head Media, Inc. for exhibit media research and editing services for Maritime Museum; $64,400.00 (sponsored by Mayor Cheriogotis) (submitted by John Paine, Purchasing Dept.).

08-497 Approve purchase order to CDW Government, LLC for network switches and back-up power supplies for MIT; $21,013.75 (sponsored by Mayor Cheriogotis) (submitted by John Paine, Purchasing Dept.).

08-498 Approve purchase order to Daphne Automotive, LLC for Toyota 4-Runner SUV for MPD; $42,000.00 (sponsored by Mayor Cheriogotis) (submitted by John Paine, Purchasing Dept.).

08-499 Approve purchase order to Ecosouth Services of Mobile, LLC to repair and refurbish recycling compactors; $26,015.00 (sponsored by Mayor Cheriogotis) (submitted by John Paine, Purchasing Dept.).

08-500 Approve purchase order to Granicus, LLC for 1-year subscription for short-term rental activity monitoring and non-compliant property software outreach for Revenue Dept.; $36,330.65 (sponsored by Mayor Cheriogotis) (submitted by John Paine, Purchasing Dept.).

08-501 Approve purchase order to Gulf Coast Truck & Equipment Co., Inc. for fire pumper truck engine replacement; $64,969.66 (sponsored by Mayor Cheriogotis) (submitted by John Paine, Purchasing Dept.).

08-502 Approve purchase order to Intterra, LLC for 1-year subscription for picture software for MFRD; $20,171.00 (sponsored by Mayor Cheriogotis) (submitted by John Paine, Purchasing Dept.).

08-503 Approve purchase order to RML Huntsville, AL, LLC, d/b/a Landers McLarty Dodge Chrysler Jeep Ram for 2026 Dodge Durango SUV for MPD; $44,651.00 (sponsored by Mayor Cheriogotis) (submitted by John Paine, Purchasing Dept.).

08-504 Approve purchase order to Safe Haven Co., LLC for storm drainage vegetaion and debris removal, 7280 Sellers Ln.; $19,000.00 (sponsored by Mayor Cheriogotis) (submitted by John Paine, Purchasing Dept.).

09-505 Re-allocate funds from Capital Project - Environmental Testing & Upgrades to Capital Project - Facility Upgrade/ADEM Compliance to assist in completing the Spill Prevention, Control & Countermeasure Plans Renewal; $18,000.00 (sponsored by Mayor Cheriogotis) (submitted by Matthew Anderson, Public Services).

21-506 Authorize Contract Amendment with Michael Baker International, Inc. for Miscellaneous Drainage Repairs; $33,000.00 increase (sponsored by Councilmembers Penn, Ingram, Small, Reynolds, Fleming, Woods, Gregory, and Mayor Cheriogotis) (submitted by John Forrester, Engineering Dept.).

60-507 Authorize Settlement Agreement and Release of Claims; Crum (sponsored by Mayor Cheriogotis) (submitted by Ricardo Woods, City Attorney).

60-508 Authorize Settlement Agreement and Release of Claims; Lomax (sponsored by Mayor Cheriogotis) (submitted by Ricardo Woods, City Attorney).

16. CALL FOR PUBLIC HEARINGS

41-509 Call for public hearing to consider the rezoning of property located at the east side of Tacon Street, north of Cameron Street from R-1 to B-3 (scheduled for June 9, 2026) (District 1).

41-510 Call for public hearing to consider the application of Ground Transportation with Travis for a Certificate of Public Convenience and Necessity to operate a taxicab service (scheduled for May 19, 2026).

41-511 Call for public hearing to consider the application of Raw Medical Transport, LLC for a Certificate of Public Convenience and Necessity to operate a shuttle service (scheduled for May 19, 2026).

17. ANNOUNCEMENTS

APPLICATION FOR WAIVER OF NOISE ORDINANCE

Section 39-96-1(c) of the Mobile City Code: Noise in Residential Areas Restricted (2/18/15):
(a) Use, operate, or permit to be used or operated, any device, radio, musical instrument, television, phonograph, 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 65 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: Kayla French
PLEASE PRINT ALL INFORMATION

Home Phone Number: _____ Cell Number: 251-610-7394

Organization (if applicable) _____

Mailing Address of Applicant 809 Donald St Mobile, Al 36617

Telephone No. 251-610-7394 E-mail address Kaylafrench0264@yahoo.com

Location or address of event where amplification will be used:

809 Donald St Mobile, Al 36617

Date of Event: 5/16/2026 Starting Time: 2:00PM Ending Time 6:00PM

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

Type of Event: 1st Birthday Party

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

Music containing obscene language or profanity is prohibited

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

CITY CLERK'S OFFICE
MOBILE, AL

FR, APR 24, 9:37 RCVD

APPLICATION FOR WAIVER OF NOISE ORDINANCE

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(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.

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Name of Applicant: Kristen Coats
PLEASE PRINT ALL INFORMATION

Home Phone Number: _____ Cell Number: 251-463-4496

Organization (if applicable) The Mansion at Murray House

Mailing Address of Applicant 901 Regents Drive East 36609

Telephone No. 251-432-2272 E-mail address Kristen@3hmgt.com

Location or address of event where amplification will be used:
1257 Government Street Mobile AL 36604

Date of Event: 05.15.24 Starting Time: 5:30pm Ending Time 830 pm

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

Type of Event: Grand Reveal Party

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

Music containing obscene language or profanity is prohibited

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Name of Applicant: Devin Pate

PLEASE PRINT ALL INFORMATION

Home Phone Number: 2514322364 Cell Number: 2512291277

Organization (if applicable) Prince of Peace Catholic Church

Mailing Address of Applicant 454 Charleston St Mobile, AL 36603

Telephone No. 2514322364 E-mail address devin.stiell@gmail.com

Location or address of event where amplification will be used:
454 Charleston St Mobile, AL 36603

Date of Event: 5/30/26 &05/31/26 Starting Time: 12pm Ending Time 10pm

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

Type of Event: Church Lawn Festival

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

Music containing obscene language or profanity is prohibited

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Organization (if applicable) Prince of Peace Catholic Church

Mailing Address of Applicant 454 Charleston St Mobile, AL 36603

Telephone No. 2514322364 E-mail address devin.stiell@gmail.com

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454 Charleston St Mobile, AL 36603

Date of Event: 5/30/26 &05/31/26 Starting Time: 12pm Ending Time 10pm

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Name of Applicant: Devin Pate

PLEASE PRINT ALL INFORMATION

Home Phone Number: 205-919-5058 Cell Number: 251-229-1277

Organization (if applicable) Brothers Working Together

Mailing Address of Applicant 958 Dauphin St Mobile, AL 36604

Telephone No. 2512291277 E-mail address dpate@bwtevents.org

Location or address of event where amplification will be used:

Ladd-Peebles Stadium 1621 Virginia Street Mobile, AL 36604

Date of Event: 10/1/26, 10/2/26, 10/3/26 Starting Time: 12pm Ending Time 10pm

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

Type of Event: Gospel Concert, Hip Hop Concert & HBCU Football Classic

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

Music containing obscene language or profanity is prohibited

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Name of Applicant: Devin Pate
PLEASE PRINT ALL INFORMATION

Home Phone Number: 205-919-5058 Cell Number: 251-229-1277

Organization (if applicable) Brothers Working Together

Mailing Address of Applicant 958 Dauphin St Mobile, AL 36604

Telephone No. 2512291277 E-mail address dpate@bwtevents.org

Location or address of event where amplification will be used:

Ladd-Peebles Stadium 1621 Virginia Street Mobile, AL 36604

Date of Event: 09/4/2026 & 9/5/2026 Starting Time: 8am Ending Time 10pm

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

Type of Event: Souther Soul Concert & HBCU Football Classic

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

Music containing obscene language or profanity is prohibited

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Name of Applicant: Devin Pate

PLEASE PRINT ALL INFORMATION

Home Phone Number: 2514322364 Cell Number: 2512291277

Organization (if applicable) Prince of Peace Catholic Church

Mailing Address of Applicant 454 Charleston St Mobile, AL 36603

Telephone No. 2514322364 E-mail address devin.stiell@gmail.com

Location or address of event where amplification will be used:
454 Charleston St Mobile, AL 36603

Date of Event: 5/30/26 &05/31/26 Starting Time: 12pm Ending Time 10pm

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

Type of Event: Church Lawn Festival

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

Music containing obscene language or profanity is prohibited

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

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(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.:

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

Name of Applicant: Devin Pate
PLEASE PRINT ALL INFORMATION

Home Phone Number: 205-919-5058 Cell Number: 251-229-1277

Organization (if applicable) Brothers Working Together

Mailing Address of Applicant 958 Dauphin St Mobile, AL 36604

Telephone No. 2512291277 E-mail address dpate@bwtevents.org

Location or address of event where amplification will be used:

Ladd-Peebles Stadium 1621 Virginia Street Mobile, AL 36604

Date of Event: 09/4/2026 & 9/5/2026 Starting Time: 8am Ending Time 10pm

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

Type of Event: Souther Soul Concert & HBCU Football Classic

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

Music containing obscene language or profanity is prohibited

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

APPLICATION FOR WAIVER OF NOISE ORDINANCE

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Name of Applicant: Kimberly D. Bell
PLEASE PRINT ALL INFORMATION

Home Phone Number: 2512987555 Cell Number: 2514585067

Organization (if applicable) Committee to Elect Shalela Dowdy House District 97

Mailing Address of Applicant 1218 Shore Acres Drive Mobile, AL 36605

Telephone No. 2514585067 E-mail address kbell1185@gmail.com

Location or address of event where amplification will be used:
Lyons Park- 180 Lyons Park Avenue, Mobile, AL 36604

Date of Event: May 9, 2026 Starting Time: 2:00 PM Ending Time 5:00 PM

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

Type of Event: Community Day

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
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APPLICATION FOR WAIVER OF NOISE ORDINANCE

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Name of Applicant: Carrie R. Coats
PLEASE PRINT ALL INFORMATION

Home Phone Number: _____ Cell Number: (251)753-6253

Organization (if applicable) Kingdom Covenant Connections, Inc.

Mailing Address of Applicant P.O. Box 11063 Chickasaw, AL 36671

Telephone No. _____ E-mail address kingdom.covenant@yahoo.com

Location or address of event where amplification will be used:
180 Lyons Park Ave. Mobile, AL 36604

Date of Event: Sept 11-13 2026 Starting Time: 7:a.m. Ending Time 7:pm

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

Type of Event: 21st Annual Unity WALK 3-Day Community Event

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

Music containing obscene language or profanity is prohibited

Send form/letter to: Lisa C. Lambert, City Clerk
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: Andrew Grinstead
PLEASE PRINT ALL INFORMATION

Home Phone Number: N/A Cell Number: 251-656-5512

Organization (if applicable) N/A

Mailing Address of Applicant 4245 Bit and Spur Rd Mobile, Alabama 36608

Telephone No. 251-656-5512 E-mail address andrew.grinstead@gmail.com

Location or address of event where amplification will be used:

Fort Conde Inn 165 St Emanuel St, Mobile, AL 36602

Date of Event: June 27, 2026 Starting Time: 6:30 PM Ending Time 11:00 PM

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

Type of Event: Wedding

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

Music containing obscene language or profanity is prohibited

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

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Name of Applicant: Thomas Fowlkes
PLEASE PRINT ALL INFORMATION

Home Phone Number: 205-533-4594 Cell Number: 205-533-4594

Organization (if applicable) Dauphin Street Vault

Mailing Address of Applicant 1622 Ainsworth Blvd. Hillsborough, NC 27278

Telephone No. 205-533-4594 E-mail address thomasfowlkes@gmail.com

Location or address of event where amplification will be used:
250 Dauphin Street, Mobile, AL 36602

Date of Event: July 18, 2026 Starting Time: 08:00am Ending Time 10:00pm

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

Type of Event: Sporting Event

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
Or e-mail to: cityclerk@cityofmobile.org

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Name of Applicant: Georgia Baker
PLEASE PRINT ALL INFORMATION

Home Phone Number: 251-432-4768 Cell Number: 251-222-6085

Organization (if applicable) Dearborn YMCA

Mailing Address of Applicant 321 North Warren Street, Mobile, AL 36603

Telephone No. 2512226085 E-mail address gbaker@dearbornymca.org

Location or address of event where amplification will be used:
321 North Warren Street, Mobile, AL 36603

Date of Event: 9/13/2026 Starting Time: 3:00 pm Ending Time 8:00 pm

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

Type of Event: Dearborn YMCA Jazzy Blue annual fundraiser

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

Music containing obscene language or profanity is prohibited

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

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Name of Applicant: Katrina Martinez
PLEASE PRINT ALL INFORMATION

Home Phone Number: (251) 298-3408 Cell Number: (708) 269-6324

Organization (if applicable) The Pillars

Mailing Address of Applicant 1757 Government St

Telephone No. (251) 298-3408 E-mail address info@pillarsmobile.com

Location or address of event where amplification will be used:
1757 Government St

Date of Event: 10/17/26 Starting Time: 7pm Ending Time Midnight

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

Type of Event: Vampire Ball

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

Music containing obscene language or profanity is prohibited

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

CITY CLERK DEPARTMENT
2026 APR 24 AM 10: 31

APPLICATION FOR WAIVER OF NOISE ORDINANCE

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Name of Applicant: LaToshia Dunn
PLEASE PRINT ALL INFORMATION

Home Phone Number: 251) 518-2089 Cell Number: 251)518-2089

Organization (if applicable) _____

Mailing Address of Applicant 1605 Hpex Court

Telephone No 251)518-2089 E-mail address latoshalady+Williams@gmail.com

Location or address of event where amplification will be used:
1605 Apex Court

Date of Event: June 6 Starting Time: 12pm Ending Time 10:00 pm

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

Type of Event: Birthday Party

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

Music containing obscene language or profanity is prohibited

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

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Name of Applicant: Allison Hall, Board Treasurer
PLEASE PRINT ALL INFORMATION

Home Phone Number: 251-533-1496 Cell Number: 251-533-1496

Organization (if applicable) South Alabama Botanical and Horticultural Society, dba Mobile Botanical Gardens

Mailing Address of Applicant 3756 Court Dr., Theodore, AL 36582

Telephone No. 251-342-0555 E-mail address allisonhall41@gmail.com

Location or address of event where amplification will be used:

South Alabama Botanical & Horticultural Society, dba Mobile Botanical Gardens, 5151 Museum Drive, Mobile, AL 36608

Date of Event: 5/7/26 Starting Time: 6 p.m. Ending Time 9 p.m.

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

Type of Event: Fundraising event

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

Music containing obscene language or profanity is prohibited

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

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Name of Applicant: Andre Reynolds
PLEASE PRINT ALL INFORMATION

Home Phone Number: 251 214 6406 Cell Number: 251 408 2923

Organization (if applicable) ———

Mailing Address of Applicant 6691 Kings Branch DR N 36618

Telephone No. _____ E-mail address andrereynolds251@gmail.com

Location or address of event where amplification will be used:

6600 Magnolia Grove PKWY (RT) Golf Trail)

Date of Event: 5/9/26 Starting Time: 6:00 Ending Time 10:00PM

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

Type of Event: Graduation Party

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

Music containing obscene language or profanity is prohibited

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

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Name of Applicant: Laurie Gill (Magnolia Grove)
PLEASE PRINT ALL INFORMATION

Home Phone Number: 334-507-1280 Cell Number: 251-338-2027

Organization (if applicable) Magnolia Grove Golf Course

Mailing Address of Applicant 7001 Magnolia Grove Pkwy

Telephone No. 251-338-2027 E-mail address lgill@rtjgolf.com

Location or address of event where amplification will be used:
7001 Magnolia Grove Pkwy Semmes, AL 36618

Date of Event: 05/09/2026 Starting Time: 4:00 PM Ending Time 10 PM

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

Type of Event: Graduation Reception

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

Music containing obscene language or profanity is prohibited

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

From: City Clerk
To: Pafenbach, Lana
Subject: Fw: CityofMobile.org: Addressing City Council Submission
Date: Tuesday, April 28, 2026 11:13:09 AM

From: cityofmobile@forms.dwdgo.net <cityofmobile@forms.dwdgo.net>
Sent: Tuesday, April 28, 2026 11:11 AM
To: City Clerk <cityclerk@cityofmobile.org>
Subject: CityofMobile.org: Addressing City Council Submission

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

Name: Tammy White
Date To Address Council: 2026-04-30
Address: 4100 Fenwick Loop W
Email: admin@surviving36.org
Phone: 251-607-8252
Subject And Specific Questions: Support Surviving Mothers that has loss a child or children. We help with many resources like therapy, asst with burial and gravestones
Pertain To City Business: Yes, helping gather information to stop the violence in our city.
Signature: Tammy White Steele
Signature Verify: X
Agree: X
Date Submitted: 2026-04-28 11:11:50

This submission was recieved from your website https://www.cityofmobile.gov/

From:	City Clerk
To:	Pafenbach, Lana
Subject:	Fw: Address the City Council
Date:	Tuesday, April 28, 2026 12:08:52 PM
Attachments:	Day Without Child CarePR042326.pdf

From: Anitra Belle Henderson <anitra@lyvvenow.com>
Sent: Tuesday, April 28, 2026 12:06 PM
To: City Clerk <cityclerk@cityofmobile.org>; City Clerk <cityclerk@cityofmobile.gov>; Boxley, Pavonia <pavonia.boxley@cityofmobile.gov>
Subject: Address the City Council

> You don't often get email from anitra@lyvvenow.com. Learn why this is important

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

Good Afternoon,

I would like to submit the name of Lenice Emanual, Executive Director of the Alabama Institute of Social Justice to address the City Council on Tuesday, May 5th to invite the council and the community to the National Day without Child Care Event on May 11th. Attached are the release and the graphic.

If possible, I am also attaching this information to be added to the City Council weekly newsletters.

All the Best,

Anitra

--
Anitra Belle Henderson
251.648.1948
Download my contact info
Let's Meet
Expand your Expectations with Us
Lyvve | TECH251

From: City Clerk
To: Pafenbach, Lana
Subject: Fw: CityofMobile.org: Addressing City Council Submission
Date: Thursday, April 30, 2026 8:02:35 AM

From: cityofmobile@forms.dwdgo.net <cityofmobile@forms.dwdgo.net>
Sent: Thursday, April 30, 2026 2:04 AM
To: City Clerk <cityclerk@cityofmobile.org>
Subject: CityofMobile.org: Addressing City Council Submission

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

Name: Estella Trotter
Date To Address Council: 2026-05-05
Address: Homeless
Email: f.trotter20@gmail.com
Phone: 2514552040
Subject And Specific Questions: Mobile city officials and officers of the court, fiduciary duties to report fake, inaccurate , fraudulent, and gross negligence , information purposely submitted to courts in order to harm Mobile citizen(s).
Pertain To City Business: City must overhaul training, enforcing laws to protect citizens civil rights, and heavy sanctions against government agencies/officials that violate the laws and their positions.
Signature: Estella Trotter
Signature Verify: X
Agree: X
Date Submitted: 2026-04-30 02:04:52

This submission was recieved from your website https://www.cityofmobile.gov/

Pafenbach, Lana

From: City Clerk
Sent: Thursday, April 30, 2026 10:54 AM
To: Pafenbach, Lana
Subject: Fw: CityofMobile.org: Addressing City Council Submission

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From: cityofmobile@forms.dwdgo.net <cityofmobile@forms.dwdgo.net>
Sent: Thursday, April 30, 2026 10:53 AM
To: City Clerk <cityclerk@cityofmobile.org>
Subject: CityofMobile.org: Addressing City Council Submission

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

Name: Malcolm Banks
Date To Address Council: 2026-05-05
Address: 1831 Old Shell Road
Email: BANKS.MALCOLM09@GMAIL.COM
Phone: 2513818550
Subject And Specific Questions: Speaking on behalf of an upcoming community event known as Elizabeths crayons
Pertain To City Business: Community support
Signature: Malcolm T. Banks Jr.
Signature Verify: X
Agree: X
Date Submitted: 2026-04-30 10:53:48

This submission was recieved from your website https://www.cityofmobile.gov/

CAPITAL CONTRACT SUMMARY SHEET

AGENDA ITEM SUMMARY SHEET

Agenda of: May 5, 2026

Submitted by:
Ricardo Woods, City Attorney

Sponsored by:
Spiro Cheriogotis, Mayor

Purpose and Scope of Project:
Authorize the Base Line Services Agreement with the Downtown Mobile District Management Corporation for the Downtown Mobile Business Improvement District (BID)

Amount of Contract:
Annual Payment of $165,275.61 for a period of 5 years; Total Contract Amount: $826,378.05

Funding Source
10049075.42080

ATTACHMENTS:
1. RESOLUTION BID Baseline Services Agreement
2. Downtown BID Baseline Services Agreement - Draft 12.13.26

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 and directed to execute and attest, respectively, for and on behalf of the City of Mobile, a Base Line Services Agreement between City of Mobile and the Downtown Mobile District Management Corporation, in which the parties agree to supplemental services in the downtown District, as outlined in the agreement 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

DOWNTOWN MOBILE BUSINESS IMPROVEMENT DISTRICT
BASE LINE SERVICES AGREEMENT

THIS AGREEMENT (this "Agreement") by and between the Downtown Mobile District Management Corporation, an Alabama not for profit corporation (the "Corporation"), and the City of Mobile, a body politic and corporate of the State of Alabama (the "City").

RECITALS

WHEREAS, on May 3, 2004, Senate Bill No. 146 was signed into law by the Governor of the State of Alabama (hereinafter referred to as the "Enabling Law"); and

WHEREAS, the Enabling Law authorizes the City to adopt an ordinance for the creation and maintenance of a Self-Help Business Improvement District within its boundaries; and

WHEREAS, pursuant to the Enabling Law, the City adopted Ordinance No. 50-039 on May 10, 2005 ("Ordinance") creating the Downtown Mobile Business Improvement District (hereinafter referred to as the "District"); and

WHEREAS, the Enabling Law and the Ordinance each provide that the District shall be established for an initial period of five (5) years and that thereafter, the Mobile City Council shall vote to continue, modify or terminate the District; and

WHEREAS, the Mobile City Council approved the continuation of the District for additional periods of five (5) years each by resolutions adopted on December 1, 2009, November 12, 2014, November 26, 2019 and November 5, 2024, respectively; and

WHEREAS, the Ordinance designated the Corporation as the entity to provide Supplemental Services within the District; and

WHEREAS, pursuant to section 7 of the Enabling Law and section 10 of the Ordinance, the City and the Corporation must enter into an agreement regarding the Supplemental Services to be provided by the Corporation and the Base Line Services to be maintained by the City within the District; and

WHEREAS, the City is required in the Enabling Law to maintain the same level of services in the District as provided prior to the District's creation; and

WHEREAS, pursuant to the Act, certain Special Assessments in support of the District and to provide coverage for the expenses thereof, are to be levied against nonexempt property owners; and

WHEREAS, the owners of exempt property, such as the City of Mobile, may by contract receive the Supplemental Services provided owners of nonexempt properties located in the District; and

WHEREAS, the City heretofore entered into an agreement with the Corporation to receive such Supplemental Services and desires to continue to receive such Supplemental Services; and

WHEREAS, the City desires to enter into an agreement with the Corporation to receive Supplemental Services and to voluntarily contribute to the District under the terms and conditions set forth herein;

NOW, THEREFORE, in consideration of the premises stated above and the mutual covenants hereinafter set forth, the City and the Corporation, intending to be legally bound, do hereby agree as follows:

1. Definitions. Unless the context requires otherwise, the definitions in the Ordinance shall also apply in this Agreement.

2. Term. The term of this Agreement shall commence upon execution and expire June 30, 2030, which is the last day of the current five (5) year renewal period of the District.

3. Payment in Lieu.

(a) During the term of this Agreement, the City will make an annual payment to the Corporation in the amount of One Hundred Sixty Five Thousand Two Hundred Seventy Five and 61/100 Dollars ($165,275.61). A list of the properties owned by the City and the estimated values used to calculate the City's voluntary annual assessment is attached hereto as **Exhibit A**. The annual payment is payable as follows:

Annual Period	**Payment Date**
July 1, 2025 – June 30, 2026	October 1, 2025*
July 1, 2026 – June 30, 2027	October 1, 2026
July 1, 2027 – June 30, 2028	October 1, 2027
July 1, 2028 – June 30, 2029	October 1, 2028
July 1, 2029 – June 30, 2030	October 1, 2029

* to be paid upon execution of this Agreement.

(b) The amount of the City's annual voluntary assessment may be adjusted as described in paragraph 4 below, provided, however, that in no event will any change be made to the City's voluntary assessment without the prior written agreement of the City. The annual appropriation shall be payable subject to the availability of funding.

4. Annual Adjustment. Should the number of properties owned by the City, or their values, substantially change during the life of this Agreement the amount of the payment set forth in paragraph 3(a) may be adjusted using the assessment methodology described in the then current

Management Plan for the District and at property valuations mutually agreed upon in writing by the City and the Corporation.

5. Services to be Provided by Corporation. The Corporation shall perform services within the confines of the District as described in the Plan, including but not limited to:

(a) Develop, manage and promote a Safety Ambassador Program to assist the City in overall crime prevention efforts, reduction in neighborhood street disorder, pedestrian and tourism hospitality assistance;

(b) Develop, manage and promote a District Clean Team to assist the City sidewalk litter collection, graffiti removal, and paper sign and handbill removal;

(c) Specifically promote the City to new and expanding businesses and other entities seeking to implement real estate development in Mobile;

(d) Work closely with the City and other governmental bodies, including Mobile County Commission, property owners, and business leaders in promoting and developing the total well-being of the City;

(e) Expend efforts in the location and promotion of new businesses and real estate developments in and around the City; and,

(f) Conduct and promote activities, put out brochures, advertise the resources of the City, both in Mobile County and in other places, promote tourism in Mobile as a result thereof, and, in general, create a healthy atmosphere for the promotion of the development of business enterprises in the City.

The costs of all Supplemental Services provided by the Corporation in the District shall be financed through the levy of a special assessment on the owners of the nonexempt real property located within the geographical area of the District, and such other revenue as the Corporation may receive.

6. Services to be Provided by City. In connection with the Downtown Mobile Business Improvement District Base Line Services Agreement entered into between the City and the Corporation effective as of May 10, 2005, the City provided reports of eight City departments that provide services to the District. Over the years, the names of several departments providing those services have changed, and, by agreement of the City and the Corporation, the services provided have evolved to meet the changing demands of the District. The City and the Corporation agree that the City currently provides the same level of services to the District as was provided prior to the creation thereof, and the City agrees to continue to do so.

7. Additional Services. The City and its various departments will provide technical assistance at no cost to the District in the adoption of any District operating plans or functions and provide such other assistance as may be appropriate.

8. Monitoring of Base Line Services. In order to monitor the level of services described in section 6, the City agrees to provide to the Corporation reports from the applicable departments of the City. Such reports shall be due upon the reasonable request of the Corporation, which request shall be made no more frequently than annually.

9. Adjustments to Base Line Services. The Base Line of Services may be adjusted to reflect new methodologies and policies, such as the institution of greater foot patrols and other forms of community based police enforcement, provided that the basic thrust of the Ordinance is maintained in any adjustment. The Base Line of Services may also be adjusted due to reductions in force, furloughs, hiring freezes, overtime restrictions and other similar cost savings measures necessitated by the City's budget shortfalls.

10. No Partnership or Joint Venture. Nothing herein shall in any way be construed or intended to create a partnership or joint venture between the City and the Corporation or to create the relationship of principal or agent between the City and the Corporation. By authorizing the creation of the District and this Agreement, the City is not undertaking to incur any financial obligation or debt by virtue thereof. The Corporation shall not, at any time, use the name or credit of the City in entering into contracts, applying for loans, or purchasing equipment, supplies, or property.

11. No Agency Created. The Corporation, 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. The City does not and will not assume any responsibility for the means by which, or manner in which, services are performed; but on the contrary, the Corporation shall remain wholly responsible.

12. Compliance with Law. The Corporation hereby agrees to comply strictly with all applicable City ordinances, resolutions, and laws of the United States and the State of Alabama while performing under the terms of this Agreement.

13. No Discrimination. The Corporation agrees that in every phase of its performance of this contract it will assure 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 handicap.

14. Hold Harmless. The Corporation agrees to hold the City and its elected officials harmless from any liability for any damages arising from any acts or omissions occurring in connection with the Corporation's performance under this Agreement.

15. Insurance. The Corporation will obtain at its expense and deliver to the City, a certificate of insurance, naming the City an additional insured, issued by an insurance company or companies licensed to do business in the State of Alabama, with a minimum A.M. Best rating of "A VII" and the following minimum limits:

(a) Commercial General Liability – public liability including premises, products and complete operations.

(b) Bodily injury and property damage combined:

$1,000,000 each occurrence
$1,000,000 aggregate

(c) Automobile Liability Insurance, including owned, non-owned and hired vehicles.

Bodily injury liability:

$1,000,000 per accident

(d) Workers' Compensation coverage, which provides the benefits required by the Workers' Compensation laws of the State of Alabama.

Employers' Liability:	$1,000,000 each accident
	$1,000,000 disease – Each employee
	$1,000,000 disease – Policy limit

(e) The Corporation shall provide a fidelity bond to insure the good and faithful handling of money for the protection of the City in the amount of $500,000 by a company licensed to do business in the State of Alabama with a financial rating of at least A/VIII. The fidelity bond so provided shall cover all employees of the Corporation who handle any money or funds collected by the Corporation.

16. Funding. The Corporation agrees and understands that the funding of this Agreement is solely provided from the General Fund of the City. If, at any time during the City's fiscal year, actual revenues of the City decrease below that amount which has been projected by the City to sustain the operating budget of the City, the parties agree to renegotiate this Agreement in good faith to provide for the continuation of the services hereunder; provided, however, that if this Agreement cannot be renegotiated, this Agreement may be declared null and void and no liability shall accrue to any party hereto.

17. Termination. If the Corporation fails to materially fulfill in a timely and proper manner its obligations under the Ordinance, or any of the terms of this Agreement, the City may terminate the Agreement; provided, however, the City must first give written notice of the alleged breach and afford the Corporation an opportunity and reasonable time to cure, which shall not be less than ninety (90) days. Such termination shall not relieve the Corporation of any liability to the City for damages sustained by virtue of any breach by the Corporation.

18. No Third Party Beneficiaries. This Agreement shall not confer any rights or remedies upon any person other than the parties hereto and their respective successors and permitted assigns.

19. Effective Date. This Agreement shall become effective upon execution.

20. Immigration. The Corporation 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 Corporation'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.

21. Act 2016-312. The Corporation 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.

[Signature page follows]

CITY OF MOBILE, an Alabama
Municipal Corporation

(SEAL)

By:_____
Mayor

ATTEST:

_____
City Clerk

DOWNTOWN MOBILE DISTRICT
MANAGEMENT CORPORATION

By:_____
Frederick Rendfrey
President and
Chief Executive Officer

STATE OF ALABAMA
COUNTY OF MOBILE

I, the undersigned Notary Public, in and for said county in said state, hereby certify that Spiro Cheriogotis and Lisa C. Lambert, whose names as Mayor and City Clerk, respectively, of the City of Mobile, a Municipal Corporation, are signed to the foregoing conveyance, and who are known to me, acknowledged before me on this day that, being informed of the contents of the above and foregoing conveyance, they, as such officers and with full authority, executed the same voluntarily for and as the act of said municipal corporation on the day the same bears date.

GIVEN under my hand and official seal of office this the _____ day of _____, 2025.

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

STATE OF ALABAMA
COUNTY OF MOBILE

I, the undersigned Notary Public, in and for said county in said state, hereby certify that Frederick Rendfrey, whose name as President and Chief Executive Officer of Downtown Mobile District Management Corporation, is signed to the foregoing conveyance, and who is known to me, acknowledged before me on this day that, being informed of the contents of the above and foregoing conveyance, 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 and official seal of office this the _____ day of _____, 2025.

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

Exhibit A

#	PARCEL NUMBER	OWNER NAME	PROPERTY ADDRESS	VALUATION	PAYMENT IN LIEU
1	R022906400002053	CITY OF MOBILE	254 JOACHIM ST	$ 1,453,000.00	$ 5,349.60
2	R022906400002210	CITY OF MOBILE	150 DAUPHIN ST	$ 3,142,800.00	$ 10,856.96
3	R022906400002282	CITY OF MOBILE	6 WATER ST	$ 22,760,300.00	$ 62,460.30
4	R022906400002291	CITY OF MOBILE	64 S WATER ST	$ 541,500.00	$ 2,111.85
5	R022906400002291.002	CITY OF MOBILE	63S ROYAL ST S	$ 272,100.00	$ 1,061.19
6	R022906400011039.001	CITY OF MOBILE	200 GOVERNMENT ST	$ 2,008,200.00	$ 7,126.24
7	R022906400011051	CITY OF MOBILE	6 S JOACHIM ST	$ 4,258,200.00	$ 14,326.24
8	R022906400011066	CITY OF MOBILE	6 N JACKSON ST	$ 118,700.00	$ 462.93
9	R022906400011067	CITY OF MOBILE	300 CONTI ST	$ 70,800.00	$ 276.12
10	R022906400011068	CITY OF MOBILE	300 CONTI ST	$ 645,800.00	$ 2,518.62
11	R022906400011108	CITY OF MOBILE	401 GOVERNMENT ST	$ 1,225,400.00	$ 4,621.28
12	R022906400011130	CITY OF MOBILE	65 GOVERNMENT ST	$ 5,448,000.00	$ 18,133.60
13	R022906400011130.001	CITY OF MOBILE		$ 219,800.00	$ 857.22
14	R022906400011130.002	CITY OF MOBILE	111 S ROYAL ST	$ 8,015,900.00	$ 26,350.88
15	R022906400011168	CITY OF MOBILE	203 S CLAIBORNE ST	$ 387,300.00	$ 1,510.47
16	R022906400011172	CITY OF MOBILE	405 CHURCH ST	$ 274,900.00	$ 1,072.11
17	R022906400011177	CITY OF MOBILE	457 CHURCH ST	$ 1,712,500.00	$ 6,180.00
				$ 52,555,200.00	$ 165,275.61



CAPITAL CONTRACT SUMMARY SHEET

AGENDA ITEM SUMMARY SHEET

Agenda of: May 5, 2026

Submitted by:
Shonnda Smith, Exec Director

Sponsored by:
Spiro Cheriogotis, Mayor

Purpose and Scope of Project:
Teaching Pro to teach Tennis Lessons and Clinics to the Public at Mobile Tennis Center

Amount of Contract:
$80,000 per year for 3 years

Funding Source
Individuals taking lessons and/ or clinics will pay a fee up front. Teaching Pro will be paid from that transaction.

ATTACHMENTS:
1. MATTHEW BROOKS SIGNED CONTRACT 4.26
2. MATTHEW BROOKS Resolution 4.26

REVIEWERS:
Lana Pafenbach
Lana Pafenbach

STATE OF ALABAMA)

COUNTY OF MOBILE)

PROFESSIONAL SERVICES CONTRACT
City of Mobile

This Professional Services Contract (sometimes hereinafter "Agreement"), made and entered into as of the date of execution, by and between **THE CITY OF MOBILE**, a Municipal Corporation of the State of Alabama (hereinafter referred to as the "City") and **MATTHEW BROOKS**, an Alabama Professional Tennis Instructor, (hereinafter "Contractor"), as follows:

WHEREAS, the Contractor is uniquely qualified and has expertise in teaching tennis lessons/clinics; and

WHEREAS, said services benefit the public at large and the community and it serves a public purpose for the City desires to assist Contractor financially in providing said services; and

WHEREAS, the specialized nature of the services required does not fall within any current classification of the Mobile County Personnel Board, making it appropriate to secure such services by independent contract; and

WHEREAS, City desires to engage this Contractor, due to the Contractor's high degree of professional skill, competence, and personality especially suited to provide said services upon the following terms and conditions.

NOW THEREFORE, City and Contractor, for and in consideration of the mutual covenants and agreements hereinafter set forth to be kept and performed by the other, and other good and valuable consideration, the receipt and sufficiency of all of which are hereby acknowledged, do hereby covenant and agree as follows:

I. PROFESSIONAL SERVICES TO BE PERFORMED

A. The professional services to be performed by the Service Provider under this Agreement ("Services") for City of Mobile are attached hereto as EXHIBIT A.

B. The Contractor shall perform all professional services under this contract with the professional skill and care ordinarily provided by a competent professional practicing under the same or similar circumstances and as expeditiously as is prudent considering the ordinary professional skill and care of such profession

C. The Contractor shall report to Scott Novak, the Manager of the Mobile Tennis Center or his/her designee .

II. TERM OF AGREEMENT

A. This Contract shall commence immediately upon execution by both the City and the Contractor. It shall continue for a period of three (3) year or thirty six (36) months, subject to the renewal and/or availability of funding.

III. COMPENSATION

The total amount payable for hourly compensation only under this Agreement shall not exceed Eighty Thousand Dollars ($80,000.00) per fiscal year. This hourly compensation applies solely to amounts paid by the City on an hourly basis and does not include compensation derived from public clinic flat-rate payments or the Contractor's eighty-five percent (85%) private lesson revenue splits, which shall be calculated separately in accordance with Exhibit B.

IV. METHOD OF PAYMENT

A. Payments shall be made via direct deposit to a banking institution designated by the Contractor.

V. ADDITIONAL SERVICES

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

B. If the City requires the Contractor to perform additional services related to this Contract then the Contractor shall be entitled to additional compensation based on an amended fee schedule to the extent necessary to accommodate such additional work. The additional compensation shall be agreed upon before the commencement of any additional services or changes and shall be incorporated into this Contract by written amendment. The City shall not pay for any additional service or work performed before a written amendment to this Contract is executed by the City and the Contractor. Notwithstanding the

preceding, in the event additional services are required as a result of error, omission or negligence of the Contractor, the Contractor shall not be entitled to additional compensation.

VI. LIABILITY OF CONTRACTOR

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

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

VII. CONTRACTOR'S INSURANCE.

For the term of this Agreement, the Contractor shall acquire and maintain in full force and effect the following liability and comprehensive insurance issued by a company licensed and qualified to do business in the State of Alabama, ***which such insurance shall name the City of Mobile as an additional insured,*** and shall attach to this contract, as proof thereof, a certificate of insurance issued by an agent licensed and qualified to do business in the State of Alabama. Said insurance coverage shall be Primary and Non-contributory, waiver of subrogation shall apply in favor of City with respect to all policies, and no policy will be altered or terminated unless City shall be given written notice of such alteration or termination delivered to City not less than thirty (30) days before the effective date of such alteration or termination

A. General Liability Insurance - public liability including premises, products and complete operations.

(1) Bodily injury liability:

$250,000 each person
$500,000 each occurrence

(2) Property damage liability:

$100,000 each occurrence

Or, (in lieu of (1) and (2) above)

(3) Bodily injury and property damage combined:

$500,000 per occurrence

If the certificate of insurance referenced in this agreement does not evidence insurance of owned vehicles, said certificate and this sentence shall evidence the Contractor's covenant that it will not purchase or obtain any vehicles during the term of this Agreement.

VIII. RESPONSIBILITIES OF THE CONTRACTOR

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

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

C. The Contractor is, and shall be, in the performance of all work, services and activities under this Contract, an independent contractor.

IX. FORCE MAJEURE

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

X. OBLIGATIONS OF CITY

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

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

C. The City's Designated representative will do all things necessary to properly administer the terms and conditions of this Agreement.

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

XI. TERMINATION

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

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

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

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

E. In the event that the Contractor has abandoned performance under this Contract, then the City may terminate this Contract upon three (3) calendar day's written notice to the Contractor indicating its intention to do so. Payment for work performed prior to the Contractor's abandonment shall be as stated above.

XII. DISPUTE RESOLUTION

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

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

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

XIII. NOTICES

A. The City of Mobile Authorized Agent, authorized to act on the City's behalf with respect to the Project, is Scott Novak, manager of the Mobile Tennis Center, as a designated representative.

B. Any notices of default or termination shall be sufficient if sent by parties via United States Certified mail, postage paid, or via nationally recognized delivery service, to the address listed below:

CITY:
City Clerk
City of Mobile
Post Office Box 1827
Mobile, AL 36633-1827

Copy to:
City Attorney
City of Mobile Legal Department
P.O. Box 1827
Mobile, AL 36633-1827

CONTRACTOR:
Matthew Brooks
262 Parkway Street East
Mobile, AL 36608

C. Any change in the Mobile Tennis Center Management or the Contractor's Representative will be promptly communicated by the party making the change.

XIV. DEFAULT/ BREACH.

A. **Default**. Default, for purposes of this contract, shall include, but is not limited to, any of the following: 1) failure to perform the work or provide the services in accordance with the terms of the contract, 2) failure to meet established deadlines or schedules, 3) substandard or non-compliant work or services, 4) failure to comply with applicable laws, regulations, or permits, including state and federal law, local ordinances and any federal grant requirements, 5) failure to communicate adequately with the City regarding progress or issues, 6) unauthorized assignment or transfer of the contract without prior written consent from the City, 7) failure to correct deficiencies after receiving written notice from the City, 8) misrepresentation or falsification of information provided during performance, 9) failure to maintain required insurance coverage , 10) unauthorized use of City property, equipment, or resources, 11) violation of confidentiality or data protection requirements outlined in the contract, 12) failure to provide required reports, documentation, or certifications, 13) failing to comply with written directives from the City to correct specific issues or deficiencies, 14) failure to maintain adequate security measures for sensitive information or physical assets.

XV. EFFECT OF DEFAULT

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

XVI. WITHHOLDING PAYMENT DUE

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

XVII. CURE PLAN

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

XVIII. ANTI-BOYCOTT

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

XIX. NON-DISCRIMINATION

A. Contractor shall comply with all Federal, State and local laws concerning nondiscrimination, including but not limited to City of Mobile Ordinance No. 14-034 which requires, inter alia, that all contractors performing work for the City of Mobile not discriminate on the basis of race, creed, color, national origin or disability.

XX. COMPLIANCE WITH IMMIGRATION LAW

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

XXI. MISCELLANEOUS

A. 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 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. 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.

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

N. 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.

O. 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.

P. 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.

Q. 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.

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

S. The City and Contractor each bind itself, its successors and assigns, to the other party of this contract, in respect to all covenants of this agreement. The contractor shall not transfer or assign this contract or the license or any of the rights or privileges granted herein without the prior written consent of the City, which such consent shall be granted or denied solely at the City's sole discretion.

T. The Contractor shall submit to and maintain proper background clearance with the City of Mobile Police Department and comply with all pre-employment measures, including participation in the City's Drug-Free Workplace Program.

U. The City shall provide the Contractor with appropriate office space and equipment as necessary to perform assigned duties, including the operation and/or use of a City-owned vehicle as required.

V. This Agreement is the final expression of the agreement between the parties and the complete and exclusive statement of the terms agreed upon and shall supersede all prior negotiations, understandings, or agreements. No representations, warranties, or stipulations, either oral or written, are not contained herein.

[Remainder of Page Intentionally Left Blank; Signature Page Follows]

By signing below, the parties acknowledge they have read, understood, and agree to abide by the terms of this Contract, including all incorporated exhibits.

CONTRACTOR

By: Matthew Brooks
Matthew Brooks
Date: April 21, 2026

State of Alabama }
County of Baldwin }

I, the undersigned Notary Public, in and for said county and state, hereby certify that Matthew Brooks 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 21 day of April, 20 26

Kristie M. Sheppard
Notary Public
Print Kristie M. Sheppard
My commission expires: January 24, 2028 (Seal)

KRISTIE M. SHEPPARD NOTARY PUBLIC STATE AT LARGE ALABAMA

STATE OF ALABAMA NOTARY PUBLIC
KRISTIE M. SHEPPARD
My Commission Expires
January 24, 2028

CITY OF MOBILE

By: _____
Spiro N. Cheriogotis, Mayor
Date: _____

ATTEST:

_____
Its City Clerk

EXHIBIT A – Statement of Work

1. Contractor will possess and maintain a current SafePlay certification, USPTA or PTR certification, liability insurance with additional coverage to include City of Mobile, and CPR/AED certification. Performance of work below this standard or failure to maintain the required proficiency will be cause for termination of the contract.

2. Contractor will always maintain a professional appearance and demeanor while engaged in performance of the contract. Contractor will reflect the Tennis Center's customer friendly, helpful, professional, and knowledgeable image.

3. Contractor will uphold and enforce Mobile Tennis Center Policies and Procedures and strictly enforce and adhere to the Inclement Weather Policy.

4. Tennis Center will set and collect all Customer fees for lessons and court usage. Students will make all lesson payments with the Tennis Center. Tennis Center will coordinate with Contractor to assign Customers to Contractor based on Contractor availability. Contractor is not required to accept any specific Customers or conduct any specific classes. Once Contractor accepts a customer or class assignment, Contractor is required to keep the student and class commitment for the duration of the scheduled class duration unless otherwise agreed to by the Tennis Center Director. The Tennis Center will notify students of class assignments and meeting dates and times. Contractor is not guaranteed a minimum amount of work.

5. Contractor is required to teach a minimum of 4 hours of public clinics per week when scheduled through the Mobile Tennis Center if the hours are available.

6. Contractor may also independently schedule Contractor's own lessons, at Contractor's own schedule, directly with Customers. Contractor must notify Tennis Center, of any planned instruction times, locations, and student names, at least 24 hours in advance of any class. Contractors must direct Customers to make payment for classes directly with the Tennis Center. The City will take 15% of every fee paid by the public for private lessons and group lessons.

7. Contractor will notify the City promptly of any Customer complaints regarding contract services provided.

8. The City will provide balls, baskets, and other teaching aids to the contractor within reason.

9. City will pay Contractor per hour Contractor teaches according to the below pay rate schedule.

10. Contractor will invoice City, and City will pay Contractor, bi-weekly for the number of lessons taught the previous two weeks. Contractor must detail in Contractor's invoice the class dates, location, duration, and number of students for each class for which instructor is invoicing.

EXHIBIT B – Tennis Contractor Pay Rates

Private Instructor Lesson Rates at Mobile Tennis Center

HALF HOUR
Customer Pays $30.00 (1-4 STUDENTS) 85% to Instructor = $25.50

1 HOUR
Customer Pays $55.00 (1-4 STUDENTS) 85% to Instructor = $46.75
Customer Pays $65.00 (5-8 STUDENTS) 85% to Instructor = $55.25
Customer Pays $75.00 (9-12 STUDENTS) 85% to Instructor = $63.75

Public Clinic Instructor Pay Rates at Mobile Tennis Center

Flat Rate
1/2 Hour Clinic-$30.00 1
Hour Clinic-$60.00

Private Group Clinic Instructor Pay Rate at Mobile Tennis Center

- City retains 15% of amount collected for Private Group Clinic Instruction
- Rates negotiated and agreed upon among Mobile Tennis Center Administration, Instructor and Group Representative
- Rate cannot be lower than a Private Lesson Instructor Rate
- Private Clinic hours do not count as part of the Public Clinic Instruction requirement in the contract

R E S O L U T I O N

Sponsored by: Mayor Spiro Cheriogotis

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MOBILE, ALABAMA, that the Mayor and the City Clerk be, and they hereby are, authorized and directed to execute and attest, respectively, for and on behalf of the City of Mobile, an Agreement with **Matthew Brooks** to provide Tennis Teaching Pro for Parks and Recreation Department, compensation for work provided by the contractor will be as provided in the statement of work but in no event should not exceed $80,000 per year as outlined in the agreement attached hereto and made a part hereof as though set forth in full. A copy of said agreement is filed in the office of the City Clerk.

BE IT FURTHER RESOLVED that the City Council finds that this resolution is necessary to perform essential minimum functions of the Council.

Adopted:

_____

City Clerk

CAPITAL CONTRACT SUMMARY SHEET

AGENDA ITEM SUMMARY SHEET

Agenda of: May 5, 2026

Submitted by:
Shonnda Smith, Exec Director

Sponsored by:
Spiro Cheriogotis, Mayor

Purpose and Scope of Project:
Teaching Pro to teach Tennis Lessons and Clinics to the Public at Mobile Tennis Center

Amount of Contract:
$80,000 per year for 3 years

Funding Source
Individuals taking lessons and/ or clinics will pay a fee up front. Teaching Pro will be paid from that transaction.

ATTACHMENTS:
1. PEYTON HICKMAN CONTRACT 2026
2. PEYTON HICKMAN RESOLUTION

REVIEWERS:
Lana Pafenbach
Lana Pafenbach

STATE OF ALABAMA)

COUNTY OF MOBILE)

PROFESSIONAL SERVICES CONTRACT
City of Mobile

This Professional Services Contract (sometimes hereinafter "Agreement"), made and entered into as of the date of execution, by and between **THE CITY OF MOBILE**, a Municipal Corporation of the State of Alabama (hereinafter referred to as the "City") and **Peyton Hickman**, an Alabama Professional Tennis Instructor, (hereinafter "Contractor"), as follows:

WHEREAS, the Contractor is uniquely qualified and has expertise in teaching tennis lessons/clinics; and

WHEREAS, said services benefit the public at large and the community and it serves a public purpose for the City desires to assist Contractor financially in providing said services; and

WHEREAS, the specialized nature of the services required does not fall within any current classification of the Mobile County Personnel Board, making it appropriate to secure such services by independent contract; and

WHEREAS, City desires to engage this Contractor, due to the Contractor's high degree of professional skill, competence, and personality especially suited to provide said services upon the following terms and conditions.

NOW THEREFORE, City and Contractor, for and in consideration of the mutual covenants and agreements hereinafter set forth to be kept and performed by the other, and other good and valuable consideration, the receipt and sufficiency of all of which are hereby acknowledged, do hereby covenant and agree as follows:

I. PROFESSIONAL SERVICES TO BE PERFORMED

A. The professional services to be performed by the Service Provider under this Agreement ("Services") for City of Mobile are attached hereto as EXHIBIT A.

B. The Contractor shall perform all professional services under this contract with the professional skill and care ordinarily provided by a competent professional practicing under the same or similar circumstances and as expeditiously as is prudent considering the ordinary professional skill and care of such profession

C. The Contractor shall report to Scott Novak, the Manager of the Mobile Tennis Center or his/her designee .

II. TERM OF AGREEMENT

A. This Contract shall commence immediately upon execution by both the City and the Contractor. It shall continue for a period of three (3) year or thirty six (36) months, subject to the renewal and/or availability of funding.

III. COMPENSATION

The total amount payable for hourly compensation only under this Agreement shall not exceed Eighty Thousand Dollars ($80,000.00) per fiscal year. This hourly compensation applies solely to amounts paid by the City on an hourly basis and does not include compensation derived from public clinic flat-rate payments or the Contractor's eighty-five percent (85%) private lesson revenue splits, which shall be calculated separately in accordance with Exhibit B.

IV. METHOD OF PAYMENT

A. Payments shall be made via direct deposit to a banking institution designated by the Contractor.

V. ADDITIONAL SERVICES

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

B. If the City requires the Contractor to perform additional services related to this Contract then the Contractor shall be entitled to additional compensation based on an amended fee schedule to the extent necessary to accommodate such additional work. The additional compensation shall be agreed upon before the commencement of any additional services or changes and shall be incorporated into this Contract by written amendment. The City shall not pay for any additional service or work performed before a written amendment to this Contract is executed by the City and the Contractor. Notwithstanding the

preceding, in the event additional services are required as a result of error, omission or negligence of the Contractor, the Contractor shall not be entitled to additional compensation.

VI. LIABILITY OF CONTRACTOR

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

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

VII. CONTRACTOR'S INSURANCE.

For the term of this Agreement, the Contractor shall acquire and maintain in full force and effect the following liability and comprehensive insurance issued by a company licensed and qualified to do business in the State of Alabama, ***which such insurance shall name the City of Mobile as an additional insured,*** and shall attach to this contract, as proof thereof, a certificate of insurance issued by an agent licensed and qualified to do business in the State of Alabama. Said insurance coverage shall be Primary and Non-contributory, waiver of subrogation shall apply in favor of City with respect to all policies, and no policy will be altered or terminated unless City shall be given written notice of such alteration or termination delivered to City not less than thirty (30) days before the effective date of such alteration or termination

A. General Liability Insurance - public liability including premises, products and complete operations.

(1) Bodily injury liability:

$250,000 each person
$500,000 each occurrence

(2) Property damage liability:

$100,000 each occurrence

Or, (in lieu of (1) and (2) above)

(3) Bodily injury and property damage combined:

$500,000 per occurrence

If the certificate of insurance referenced in this agreement does not evidence insurance of owned vehicles, said certificate and this sentence shall evidence the Contractor's covenant that it will not purchase or obtain any vehicles during the term of this Agreement.

VIII. RESPONSIBILITIES OF THE CONTRACTOR

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

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

C. The Contractor is, and shall be, in the performance of all work, services and activities under this Contract, an independent contractor.

IX. FORCE MAJEURE

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

X. OBLIGATIONS OF CITY

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

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

C. The City's Designated representative will do all things necessary to properly administer the terms and conditions of this Agreement.

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

XI. TERMINATION

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

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

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

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

E. In the event that the Contractor has abandoned performance under this Contract, then the City may terminate this Contract upon three (3) calendar day's written notice to the Contractor indicating its intention to do so. Payment for work performed prior to the Contractor's abandonment shall be as stated above.

XII. DISPUTE RESOLUTION

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

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

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

XIII. NOTICES

A. The City of Mobile Authorized Agent, authorized to act on the City's behalf with respect to the Project, is Scott Novak, manager of the Mobile Tennis Center, as a designated representative.

B. Any notices of default or termination shall be sufficient if sent by parties via United States Certified mail, postage paid, or via nationally recognized delivery service, to the address listed below:

CITY:
City Clerk
City of Mobile
Post Office Box 1827
Mobile, AL 36633-1827

Copy to:
City Attorney
City of Mobile Legal Department
P.O. Box 1827
Mobile, AL 36633-1827

CONTRACTOR:
Peyton Hickman
47247 Rabun Road Apt. F-4
Bay Minette AL 36507

C. Any change in the Mobile Tennis Center Management or the Contractor's Representative will be promptly communicated by the party making the change.

XIV. DEFAULT/ BREACH.

A. **Default**. Default, for purposes of this contract, shall include, but is not limited to, any of the following: 1) failure to perform the work or provide the services in accordance with the terms of the contract, 2) failure to meet established deadlines or schedules, 3) substandard or non-compliant work or services, 4) failure to comply with applicable laws, regulations, or permits, including state and federal law, local ordinances and any federal grant requirements, 5) failure to communicate adequately with the City regarding progress or issues, 6) unauthorized assignment or transfer of the contract without prior written consent from the City, 7) failure to correct deficiencies after receiving written notice from the City, 8) misrepresentation or falsification of information provided during performance, 9) failure to maintain required insurance coverage , 10) unauthorized use of City property, equipment, or resources, 11) violation of confidentiality or data protection requirements outlined in the contract, 12) failure to provide required reports, documentation, or certifications, 13) failing to comply with written directives from the City to correct specific issues or deficiencies, 14) failure to maintain adequate security measures for sensitive information or physical assets.

XV. EFFECT OF DEFAULT

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

XVI. WITHHOLDING PAYMENT DUE

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

XVII. CURE PLAN

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

XVIII. ANTI-BOYCOTT

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

XIX. NON-DISCRIMINATION

A. Contractor shall comply with all Federal, State and local laws concerning nondiscrimination, including but not limited to City of Mobile Ordinance No. 14-034 which requires, inter alia, that all contractors performing work for the City of Mobile not discriminate on the basis of race, creed, color, national origin or disability.

XX. COMPLIANCE WITH IMMIGRATION LAW

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

XXI. MISCELLANEOUS

A. 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 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. 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.

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N. 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.

O. 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.

P. 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.

Q. 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.

R. 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.

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[Remainder of Page Intentionally Left Blank; Signature Page Follows]

By signing below, the parties acknowledge they have read, understood, and agree to abide by the terms of this Contract, including all incorporated exhibits.

CONTRACTOR

By:
_____
Peyton Hickman
Date:
_____

State of _____ }
County of _____ }

I, the undersigned Notary Public, in and for said county and state, hereby certify that Peyton Hickman 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 ____ day of _____**,** **20____**

_____
Notary Public
Print _____
My commission expires: _____ (Seal)

CITY OF MOBILE

By:_____
Spiro N. Cheriogotis, Mayor
Date: _____

ATTEST:

_____
Its City Clerk

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Customer Pays $55.00 (1-4 STUDENTS) 85% to Instructor = $46.75
Customer Pays $65.00 (5-8 STUDENTS) 85% to Instructor = $55.25
Customer Pays $75.00 (9-12 STUDENTS) 85% to Instructor = $63.75

Public Clinic Instructor Pay Rates at Mobile Tennis Center

Flat Rate
1/2 Hour Clinic-$30.00 1
Hour Clinic-$60.00

Private Group Clinic Instructor Pay Rate at Mobile Tennis Center

- City retains 15% of amount collected for Private Group Clinic Instruction
- Rates negotiated and agreed upon among Mobile Tennis Center Administration, Instructor and Group Representative
- Rate cannot be lower than a Private Lesson Instructor Rate
- Private Clinic hours do not count as part of the Public Clinic Instruction requirement in the contract

R E S O L U T I O N

Sponsored by: Mayor Spiro Cheriogotis

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MOBILE, ALABAMA, that the Mayor and the City Clerk be, and they hereby are, authorized and directed to execute and attest, respectively, for and on behalf of the City of Mobile, an Agreement with **Peyton Hickman** to provide tennis lessons and clinics for Parks and Recreation Department, compensation for work provided by the contractor will be as provided in the statement of work but in no event shall exceed $80,000 per year as outlined in the agreement attached hereto and made a part hereof as though set forth in full. A copy of said agreement is on file in the office of the City Clerk.

BE IT FURTHER RESOLVED that the City Council finds that this resolution is necessary to perform essential minimum functions of the Council.

Adopted:

_____

City Clerk



CAPITAL CONTRACT SUMMARY SHEET

AGENDA ITEM SUMMARY SHEET

Agenda of: May 5, 2026

Submitted by:

Sponsored by:

Purpose and Scope of Project:
To String Tennis Racquets for the Public at Mobile Tennis Center

Amount of Contract:
$80,000 per year for 3 years

Funding Source
Will be paid as customers pay for Labor service

ATTACHMENTS:
1. FRANK TRICE SIGNED CONTRACT
2. FRANK TRICE Stringer Services Resolution

REVIEWERS:
Lana Pafenbach
Lana Pafenbach

STATE OF ALABAMA)

COUNTY OF MOBILE)

PROFESSIONAL SERVICES CONTRACT
City of Mobile

This Professional Services Contract (sometimes hereinafter "Agreement"), made and entered into as of the date of execution, by and between **THE CITY OF MOBILE**, a Municipal Corporation of the State of Alabama (hereinafter referred to as the "City") and **FRANK TRICE**, an Alabama Tennis Professional, (hereinafter "Contractor"), as follows:

WHEREAS, the parties wish to enter into a professional services contract for the purpose of tennis services to string rackets; and

WHEREAS, the contractor is engaged in the business of stringing rackets; and

WHEREAS, the City desires to engage this Contractor to provide said services upon the following terms and conditions.

NOW THEREFORE, City and Contractor, for and in consideration of the mutual covenants and agreements hereinafter set forth to be kept and performed by the other, and other good and valuable consideration, the receipt and sufficiency of all of which are hereby acknowledged, do hereby covenant and agree as follows:

PROFESSIONAL SERVICES TO BE PERFORMED

A. The professional services to be performed by the Service Provider under this Agreement ("Services") for City of Mobile are attached hereto as EXHIBIT A.

B. The Contractor shall perform all professional services under this contract with the professional skill and care ordinarily provided by a competent professional practicing under the same or similar circumstances and as expeditiously as is prudent considering the ordinary professional skill and care of such profession

C. The Contractor shall report to both the Director of the Mobile Tennis Center or his or her designee shall provide specific tasking to the Contractor with respect to these services.

I. TERM OF AGREEMENT

A. This Contract shall commence immediately upon execution by both the City and the Contractor. It shall continue for a period of three (3) years or thirty-six (36) months, subject to the renewal and/or availability of funding.

II. COMPENSATION

A. The City agrees to pay the Contractor for the work performed according to the fee schedule and payment terms attached in Exhibit A. The total amount of this contract should not exceed $80,000 per fiscal year.

III. METHOD OF PAYMENT

A. Payments shall be made via direct deposit to a banking institution designated by the Contractor.

IV. ADDITIONAL SERVICES

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

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

V. LIABILITY OF CONTRACTOR

A. To the fullest extent permitted by law, Contractor covenants to release, defend, indemnify, hold harmless, protect, and exonerate both the City and its agents, employees, and representatives, from and against any and all liability, claims (direct and indirect), damages, losses, suits, actions, demands, liens, arbitrations, administrative proceedings, awards, judgments, expenses, costs, and attorneys' fees pertaining to personal injury, bodily injury, death, damage to or destruction of property (including any loss of use), economic loss or damage, labor disputes, safety requirements, performance or non-performance of obligations, certifications, property rights of third parties, sickness or

disease, which (1) are caused in whole or in part by the Contractor (herein defined to include but not be limited to Contractor's owners, employees, agents, representatives, subcontractors, suppliers, and invitees or other third parties connected with the Contractor as well as the agents or employees of any of them), or (2) arise out of or are related to work undertaken or to be performed by the Contractor, or (3) arise out of or are related to any other act or omission relating to the Contractor, the Contract, the work under the Contract or otherwise undertaken by the Contractor as defined in the parenthetical of (1) above. It is the specific and express intent of the parties to the contract for the foregoing covenants and indemnity obligations to apply to the fullest extent permitted by applicable law, regardless of whether the liability is caused in whole or in part by a party indemnified hereunder, and whether said liability be caused by, or arise out of, any joint, concurrent, or contributory negligence of a party indemnified hereunder. Contractor agrees it is not a design professional within the meaning of § 41-9A-3, Ala. Code (1975).

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

VI. RESPONSIBILITIES OF THE CONTRACTOR

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

B. The Contractor is, and shall be, in the performance of all work, services and activities under this Contract, an independent contractor.

VII. FORCE MAJEURE

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

VIII. 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. The City's Designated representative will do all things necessary to properly administer the terms and conditions of this Agreement.

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

IX. TERMINATION

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

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

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

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

E. In the event that the Contractor has abandoned performance under this Contract, then the City may terminate this Contract upon three (3) calendar day's written notice to the Contractor indicating its intention to do so. Payment for work performed prior to the Contractor's abandonment shall be as stated above.

X. DISPUTE RESOLUTION

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

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

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

XI. NOTICES

A. The City of Mobile Authorized Agent, authorized to act on the City's behalf with respect to the Project, is The Director of the Office of Public Safety, or the Director's designated representative.

B. Any notices of default or termination shall be sufficient if sent by parties via United States Certified mail, postage paid, or via nationally recognized delivery service, to the address listed below:

CITY:
City Clerk
City of Mobile
Post Office Box 1827
Mobile, AL 36633-1827

CONTRACTOR:
Frank Trice
270 Woodlands Ave.
Mobile, AL 36607

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 Contractor's Representative will be promptly communicated by the party making the change.

XII. 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.

XIII. EFFECT OF DEFAULT

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

XIV. WITHHOLDING PAYMENT DUE

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

XV. CURE PLAN

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

XVI. ANTI-BOYCOTT

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

XVII. NON-DISCRIMINATION

A. Contractor shall comply with all Federal, State and local laws concerning nondiscrimination, including but not limited to City of Mobile Ordinance No. 14-034 which requires, inter alia, that all contractors performing work for the City of Mobile not discriminate on the basis of race, creed, color, national origin or disability, 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.

XVIII. COMPLIANCE WITH IMMIGRATION LAW

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

XIX. MISCELLANEOUS

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

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

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

D. Time is of the essence with regard to each and every aspect of the 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. 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.

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 contractor 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 Contractor each bind itself, its successors and assigns, to the other party of this contract, in respect to all covenants of this agreement. The contractor shall not transfer or assign this contract or the license or any of the rights or privileges granted herein without the prior written consent of the City, which such consent shall be granted or denied solely at the City's sole discretion.

U. The Contractor shall submit to and maintain proper background clearance with the City of Mobile Police Department and comply with all pre-employment measures, including participation in the City's Drug-Free Workplace Program.

V. The Contractor shall maintain a valid Alabama Driver's License and report any traffic incidents or violations to his/her supervisor.

W. The Contractor is required to use his or her own vehicle however, the same shall be authorized to use and operate City-owned equipment and vehicles as directed by the Director of Public Safety.

X. The City shall provide the Contractor with appropriate office space and equipment as necessary to perform assigned duties, including the operation and/or use of a City-owned vehicle as required.

Y. 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.

[Remainder of Page Intentionally Left Blank; Signature Page Follows]

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

CONTRACTOR,
Frank Trice

By: _____ Date: April 16th 2026
Frank Trice

Print Name: Frank Trice

ACKNOWLEDGEMENT

The State of _____}

_____County}

I, Jacquelyn B. Cruthirds a Notary Public, in and for said County in said State, hereby certify that Frank Trice, whose name 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, with full authority, executed the same voluntarily.

Given under my hand this the 16th day of April, 2026

_____ Jacquelyn B. Cruthirds
(Seal) Notary Public

JACQUELYN B CRUTHIRDS
Notary Public
Alabama State at Large
My Commission Expires Jul 10, 2028

CITY OF MOBILE, A Municipal Corporation

BY: _____ Date: _____
Spiro N. Cheriogotis, Mayor

ATTEST:

_____ Date: _____
City Clerk

Exhibit A
Statement of Work

1. Contractor will possess and maintain proficiency in the stringing of tennis racquets, and apply the methods and practices recommended by the United States Racket Stringers Association stringers manual. Performance of work below this standard or failure to maintain the required proficiency will be cause for termination of the contract.

2. Contractor will perform all stringing work for City at the City's Tennis Center Pro Shop, using City provided equipment and supplies, unless otherwise specifically agreed to.

3. Contractor will maintain a professional appearance and demeanor at all times while engaged in performance of the contract. Contractor will reflect the Tennis Center's customer friendly, helpful, professional, and knowledgeable image.

4. Contractor will work on a schedule as mutually agreed upon with the City. City will task Contractor in an agreed-upon manner most efficient for the timely completion of work in compliance with customer expectations. Contractor is not guaranteed a minimum amount of work.

5. Contractor is expected to perform the services requested in a timely manner, with the objective that racquets received before 2:00 pm will be completed before the end of the shop's regular business hours that day.

6. Contractor will notify the City promptly of any Customer complaints regarding contract services provided.

7. City will pay Contractor $15 per racket Contractor strings. Contractor will not solicit or otherwise encourage the payment of tips or other gratuities from customers.

8. Contractor will invoice City, and City will pay Contractor, weekly for the number of rackets strung the previous week

R E S O L U T I O N

Sponsored by: Mayor Spiro Cheriogotis

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MOBILE, ALABAMA, that the Mayor and the City Clerk be, and they hereby are, authorized and directed to execute and attest, respectively, for and on behalf of the City of Mobile, an Agreement with **Frank Trice** to provide racquet stringer services for Parks and Recreation Department, compensation for work provided by the contractor will be as provided in the statement of work but in no event shall exceed $80,000 per year as outlined in the agreement attached hereto and made a part hereof as though set forth in full. A copy of said agreement is on file in the office of the City Clerk.

BE IT FURTHER RESOLVED that the City Council finds that this resolution is necessary to perform essential minimum functions of the Council.

Adopted:

_____

City Clerk



CAPITAL CONTRACT SUMMARY SHEET

AGENDA ITEM SUMMARY SHEET

Agenda of: May 5, 2026

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

Sponsored by:
Spiro Cheriogotis, Mayor

Purpose and Scope of Project:
Approve the reallocation of $156,016.95 in Alabama Municipal Trust 2010 from Capital Project #C0634 Mounting Unit - New Training Center to Capital Project C0968 MPD Mounted Unit Grand Bay Upgrades (Fund 2000).

Amount of Contract:
$156,016.95

Funding Source
Alabama Municipal Trust 2010

ATTACHMENTS:
1. Mounting Unit Resolution
2. Budget Transfer

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 COUNCIL OF THE CITY OF MOBILE, ALABAMA, that the sum of $ 156,016.95 in Alabama Municipal Trust (Fund 2010) be reallocated from Capital Project #C0634 Mounting Unit – New Training CTR to C0968 MPD Mounted Unit Grand Bay Upgrades Alabama Municipal Trust (Fund 2010).

ADOPTED:

_____

CITY CLERK

BUDGET TRANSFER REQUEST FORM

CITY OF MOBILE

TO FINANCE DEPT. 2500- FROM Architectural Engineering (REAM) DEPT. 3030

DATE OF REQUEST: 04/17/2026

BUDGET TRANSFER: ☐(from one project to another)

DISTRICT#: Select Item.

REQUEST: Please transfer $ 156,016.95

FROM CAPITAL PROJECT#: C0634

CAPITAL PROJECT NAME: MOUNTING UNIT NEW TRAINING CTR

DEPT. PROJECT#:

TO CAPITAL PROJECT#: C0968

PROJECT NAME: MPD MOUNTED UNIT GRAND BAY UPGRADES

DEPT. PROJECT#:

MARILYN BULLARD

Employee signature

Approval signature

Created by B. Rhodes 3/15/2022

CAPITAL CONTRACT SUMMARY SHEET

AGENDA ITEM SUMMARY SHEET

Agenda of: May 5, 2026

Submitted by:
John Forrester, City Engineer

Sponsored by:
Spiro Cheriogotis, Mayor

Purpose and Scope of Project:
Approve budget transfer form C0771 ADEM Testing to C0391 Stormwater MGMT MS4 Program.

Amount of Contract:
$475,000.00

Funding Source
C0771 to C0391

ATTACHMENTS:
1. Transfer C0771 to C0391

REVIEWERS:
Lana Pafenbach
Lana Pafenbach

BUDGET TRANSFER REQUEST FORM

CITY OF MOBILE

TO FINANCE DEPT. 2500- FROM Engineering DEPT. 3005

DATE OF REQUEST: _____

BUDGET TRANSFER: ☐(from one project to another)

DISTRICT#: CW

REQUEST: Please transfer $ 475,000.00

FROM CAPITAL PROJECT#: C0771

CAPITAL PROJECT NAME: ADEM Testing

DEPT. PROJECT#: N/A

TO CAPITAL PROJECT#: C0391

PROJECT NAME: Stormwater MGMT MS4 Program

DEPT. PROJECT#: N/A

Employee signature

Approval signature

Created by B. Rhodes 3/15/2022

2026

RESOLUTION

Sponsored by: Mayor Spiro Cheriogotis

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MOBILE, ALABAMA, that the sum of $475,000.00 be reallocated from Capital Project (C0771) ADEM Testing to Capital Project (C0391) Stormwater MGMT MS4 Program to support the City of Mobile's MS4 Program.

ADOPTED:

_____

City Clerk

CAPITAL CONTRACT SUMMARY SHEET

Attached

AGENDA ITEM SUMMARY SHEET

Agenda of: May 5, 2026

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

Sponsored by:
Spiro Cheriogotis, Mayor

Purpose and Scope of Project:
To amend the professional services contract for design of furniture, fixtures, and equipment for premium spaceto include STar Suite, Green Room, Bunker Sideline, Loge Clubs and Suites.

Amount of Contract:
$62,500.00

Funding Source
C0690

ATTACHMENTS:
1. Resolution Goodwyn Mills
2. Goodwyn Mills Cawood Amendment #4 Request Form
3. Goodwyn Mills Cawood Amendment #4

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 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, Amendment Number 04 to Contract 4469, 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 $62,500.00 shall be added to the amended contract amount. A copy of said contract is on file in the office of the City Clerk.

Name of Company:	Goodwyn Mills & Cawood, Inc.
Project Name:	Mobile Civic Center – Improvements Master Plan
Project Number:	CC-034D-22
Amount:	$62,500.00 (ADDITIONAL AMOUNT)

Adopted:

_____

City Clerk

AMENDMENT REQUEST FORM

CITY OF MOBILE

TO FINANCE DEPT. 2500- FROM Architectural Engineering DEPT. 3030

DATE OF REQUEST: 04/16/2026

TYPE: Select One ☐(when money is available in project's budget; from project to contract)

VENDOR NAME: Goodwyn Mills & Cawood, Inc.

DISTRICT#: 2

DEPT. PROJECT#: CC-034D-22

REQUEST: Please Add $62,500.00 from Capital Project#/Title:

C0690 - Civic Ctr - Improvements Master Plan

to contract# 4469.

Total amount requested: $62,500.00

Current contract amount: $19,822,285.50

Revised contract amount: $19,884,785.50

Comments: To amend the professional services contract for design of furniture, fixtures, and equipment,for premium spaces to include Star Suite, Green Room, Bunker, Sideline Loge Clubs and Suites.

Marilyn Bullard
Employee signature

Approval signature

Revised by B. Rhodes 1/6/2026

Volkert, Inc.
11 N. Water Street
RSA Tower
Suite 18290
Mobile, AL 36602
www.volkert.com

April 14, 2026

Subject: Goodwyn Mills Cawood, LLC Mobile Civic Center – Improvements Master Plan, Project Number CC-034D-22, C0690 Mobile Civic Center – Improvements Master Plan, Contract 4469, Amendment 04 recommendation.

On behalf of the City of Mobile, Volkert as the Program Manager, is hereby recommending approval of the attached Amendment 04 to the Goodwyn Mills Cawood Contract 4469. Amendment 04 is for a stipulated sum in the amount of $62,500.00.

Article 4 (Supplemental and Additional Services) of the original agreement between Owner and Architect, Paragraph 4.1.1 Table of Supplemental Services line 4.1.1.28 states that furniture, furnishings, and equipment design will be provided by the Architect, if requested by the Owner, as an additional service.

Amendment 04 to the Agreement adds design of furniture, fixtures, and equipment (FF&E) for the Arena premium spaces to include Star Suite, Green Room, Bunker Club, Sideline Club, Loge Club, and Suites as further detailed in Architect's proposal dated January 26, 2026.

The proposed fee has been reviewed and is reasonable.

This Amendment 04 in aggregate with Amendments 01, 02, and 03 exceed 10% of the original contract value and will require a resolution for City Council approval.

This Amendment 04 can be funded from unencumbered funds in Munis Project C0690 and does not require a funding resolution.

Sincerely,

Sam Matheny

Sam Matheny
Program Manager
Volkert, Inc.

Cc: Carleen Stout-Clark, City of Mobile

Amendment to Professional Service Agreement for Mobile Civic Center – Improvements Master Plan
Goodwyn Mills Cawood, LLC Contract 4469
Amendment Number 04

In accordance with the terms and conditions of the Standard Form of Agreement Between Owner and Architect, dated June 6, 2023.

BETWEEN the Owner:
The City of Mobile
205 Government St.
Mobile, AL 36633

and the Architect:
Goodwyn Mills Cawood, LLC
11 North Water Street, Suite 15250
Mobile, Alabama 36602

For the following Project:
Mobile Civic Center – Improvements Master Plan
401 Civic Center Drive
Mobile, Alabama 36602
Project #: CC-034D-22
Capital Project # & Name: C0690 Mobile Civic Center – Improvements Master Plan
Contract #: 4469
Vendor#: 276184

Consultant and Owner, for the consideration set out herein, hereby agree to the following revisions.

Article 4 (Supplemental and Additional Services), Paragraph 4.1.1 Table of Supplemental Services line 4.1.1.28 states that furniture, furnishings, and equipment design will be provided by the Architect, if requested by the Owner, as an additional service.

In accordance with Article 4, Paragraph 4.1.1 of the Agreement, the City of Mobile hereby Amends the Agreement as follows.

Whereas, the Owner and Consultant wish to amend the Agreement to add design of furniture, fixtures, and equipment (FF&E) for the Arena premium spaces to include Star Suite, Green Room, Bunker Club, Sideline Club, Loge Club, and Suites as further detailed in Architect's proposal dated January 26, 2026

included herein as Exhibit A for a fee of $62,500.00.

The current Agreement Sum (inclusive of Amendments 01, 02, and 03) of Nineteen Million Eight Hundred Twenty-Two Thousand Two Hundred Eighty-Five Dollars and Fifty Cents ($19,822,285.50) shall be increased by Sixty-Two Thousand Five Hundred Dollars ($62,500.00). Therefore, the new Agreement Sum shall be Nineteen Million Eight Hundred Eighty-Four Thousand Seven Hundred Eighty-Five Dollars and Fifty Cents ($19,884,785.50).

Except as expressly modified herein, all terms, conditions, and obligations of the Agreement, as previously amended, remain in full force and effect.

OWNER:

City of Mobile

Real Estate Asset Management

Signature

Carleen Stout, Director

Printed Name and Title

CONSULTANT:

Goodwyn Mills Cawood, LLC

Signature

YANN D. CONART
VP- SPORTS ARCHITECTURE

Printed Name and Title

OWNER:

City of Mobile

Office of the Mayor

Signature

Spiro Cheriogotis, Mayor

Printed Name and Title

ATTEST:

City of Mobile

City Clerk

Signature

Printed Name and Title

SEAL

EXHIBIT A

Architect's Fee Proposal

GMC

Goodwyn Mills Cawood

11 North Water Street
Suite 19290
Mobile, AL 36602

T (251) 460-4006
F (251) 460-4423

www.gmcnetwork.com

January 26, 2026

Volkert, Inc.
Sam Matheny, Program Manager
11 North Water Street
Suite 18920
Mobile, AL 36602

Via Email

Re: City of Mobile Arena

Dear Mr. Matheny:

Following is an outlined scope of services and related fees as requested for providing services related to the specification and procurement of loose furnishings in the premium areas for the City of Mobile Arena.

Scope of Services

A. Programming and Preliminary Furniture Plans

1. One (1) Kick Off meeting with Owner's representatives to review the needs and requirements of the end users.
2. Determine quantity/ style/ budget price of items to purchase.
3. Presentation of preliminary selections and furniture plans for approval of direction.
4. Coordination with Architectural plans for required outlets, computer connections, etc.

B. Final Furniture Plans

1. Two (2) meetings with Owner's representatives to review final furniture selections and finishes with Owner.
2. Prepare Basis of Design Package by partnering with Division 12 and local dealer, OEC.
3. Prepare Final Furniture Plans keyed to Specification.

C. Pricing Package

1. Assist, as needed, in facilitating the pricing process.
2. Assist Owner in Pricing Coordination
   a. Review Pricing
   b. Assist in evaluating substitutions
   c. Review quantities and finishes in final quote.

D. Contract Administration

1. Work directly with dealers, providing them with documentation on all furniture selections and finishes approved.
2. Review Purchase orders for compliance with Specification and Furniture Plans.
3. Review Submittals.
4. Respond to RFI's.
5. Coordinate delivery and installation schedules with Owner, Dealer, and Contractor.
6. Inspect furniture after installation for compliance with Specification and order.

Exclusions:

Procurement, Storage and Delivery of Merchandise

Additional Services:

1. Accessories and Artwork selection is considered an additional service.
2. For all work outside the above scope of services, we shall bill the Owner at the hourly rates established on the rate schedule as an attachment to the contract.

Design Fee:

The proposed design fee outlined above is $62,500.

We appreciate the opportunity to work with the City of Mobile to create a furniture package that is in budget, and cohesive with the building and interior design of your facility. We look forward to the chance to complete the overall design of the interior of the building by specifying furnishing that complement and realize the initial design intent.

We trust this proposal is consistent with your expectations. Please feel free to contact me with any questions or points requiring further discussion. Thank you again for your consideration. We look forward to the opportunity to work with you.

Sincerely:
Goodwyn Mills Cawood, LLC

Katy Lucas, IIDA
VP, Interior Design

Cc: Keith Parker
Heather Beach

Accepted:
City of Mobile

Accepted By:

_____

_____
Date

Client#: 4652 GOOMI

ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 3/24/2026

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 any rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
Harmon Dennis Bradshaw, Inc.
334-273-7277
P.O. Box 241667
Montgomery, AL 36124

CONTACT NAME: Julie Faulkner
PHONE (A/C, No, Ext): 334-273-7277 **FAX (A/C, No):** 334-273-9197
E-MAIL ADDRESS: jfaulkner@hdbinsurance.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Arch Insurance Company	11150
INSURER B : HDI/Hartwell Insurance Co-Foray	17616
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED
Goodwyn Mills & Cawood, Inc.
Goodwyn Mills & Cawood, LLC
PO Box 242128
Montgomery, AL 36124

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	ZAGLB9258003	10/01/2025	10/01/2026	EACH OCCURRENCE	$2,000,000
	CLAIMS-MADE X OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$300,000
							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:							$
A	AUTOMOBILE LIABILITY	X	X	ZACAT9294203	10/01/2025	10/01/2026	COMBINED SINGLE LIMIT (Ea accident)	$2,000,000
	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	UMBRELLA LIAB X OCCUR	X	X	B1098M255353	10/01/2025	10/01/2028	EACH OCCURRENCE	$10,000,000
	X EXCESS LIAB CLAIMS-MADE						AGGREGATE	$10,000,000
	DED X RETENTION $0							$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N		X	ZAWCI9750103	10/01/2025	10/01/2026	X PER STATUTE / OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? N / N/A						E.L. EACH ACCIDENT	$1,000,000
	(Mandatory in NH)						E.L. DISEASE - EA EMPLOYEE	$1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - POLICY LIMIT	$1,000,000

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

Project: #CC-034-22 Mobile Civic Center - Improvements Master Plan
Project Location: 401 Civic Center Drive; Mobile, Alabama 36602

City of Mobile is named as Additional Insured on the General Liability and Automobile Liability policies, on a Primary and Non-Contributory basis, as their interest may appear regarding work performed or services (See Attached Descriptions)

CERTIFICATE HOLDER
City of Mobile
Architectural Engineering Department
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)

provided by the named insured where required by written contract and subject to the policy terms, conditions and exclusions. Waiver of Subrogation applies to the Additional Insured with respect to General Liability, Auto Liability and Workers Compensation where required by written contract and subject to the policy terms, conditions and exclusions. Umbrella Liability is follow form over General Liability, Auto Liability and Workers Compensation. 30 day Notice of Cancellation is provided per policy terms, conditions, and exclusion.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED - BLANKET

This endorsement modifies insurance provided under the following:

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

Under **Covered Autos Liability Coverage**, the **Who is An Insured** provision is amended to include as an "insured" the person or organization who is required under a written contract to be included as an "insured" under this policy, but only with respect to their legal liability for your acts or omissions or the act or omissions of a person for whom **Covered Autos Liability Coverage** is afforded under this policy.

All other terms and conditions of this policy remain unchanged.

Endorsement Number:

Policy Number: ZACAT9294203

Named Insured: GOODWYN MILLS & CAWOOD INC

This endorsement is effective on the inception date of this Policy unless otherwise stated herein:

Endorsement Effective Date: 10/1/2025

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 AGREED PER WRITTEN CONTRACT OR WRITTEN AGREEMENT	ANY PREMISES WHERE REQUIRED BY WRITTEN CONTRACT
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

 © Insurance Services Office, Inc., 2018

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.

© Insurance Services Office, Inc., 2018

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 AGREED PER WRITTEN CONTRACT OR WRITTEN AGREEMENT	ANY PREMISES WHERE REQUIRED BY WRITTEN CONTRACT
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

 © Insurance Services Office, Inc., 2018

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.

© Insurance Services Office, Inc., 2018

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.

 © Insurance Services Office, Inc., 2018

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 WHERE WAIVER OF OUR RIGHT TO RECOVER IS PERMITTED BY LAW AND IS REQUIRED BY WRITTEN CONTRACT PROVIDED SUCH CONTRACT WAS EXECUTED PRIOR TO THE LOSS
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.

 © Insurance Services Office, Inc., 2018

21-351 **2026**

RESOLUTION

Sponsored by: Mayor Spiro Cheriogotis

Cole90
C#4469
Scanned
4/10/26
BP

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, Amendment Number 03 to Contract 4469, 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 $100,122.50 shall be added to the original contract amount of $19,722.163.00, with the new agreement sum to be $19,822,285.50. A copy of said contract is on file in the office of the City Clerk.

Name of Company:	Goodwyn Mills & Cawood, Inc.
Project Name:	Mobile Civic Center – Improvements Master Plan
Project Number:	CC-034D-22
Amount:	$100,122.50 (ADDITIONAL AMOUNT)

Adopted: APR 07 2026

City Clerk

Volkert, Inc.
11 N. Water Street
BSA Tower
Suite 18201
Mobile, AL 36602
www.volkert.com

February 26, 2026

Subject: Goodwyn Mills Cawood, LLC Mobile Civic Center – Improvements Master Plan, Project Number CC-034D-22, C0690 Mobile Civic Center – Improvements Master Plan, Contract 4469, Amendment 03 recommendation.

On behalf of the City of Mobile, Volkert as the Program Manager, is hereby recommending approval of the attached Amendment 03 to the Goodwyn Mills Cawood Contract 4469. Amendment 03 is for a stipulated sum in the amount of $100,122.50.

Amendment 03 to the Agreement adds additional work to include (1.) Civil Engineering services for water and sanitary sewer relocation design not included in the original scope of services in the amount of $27,622.50; and (2.) Structural Engineering services for design of frames and structural support system for the Conrad Albrizio mosaic murals based on the assessment of the existing condition of the murals following removal from the original Civic Center not included in the original scope of services in the amount of $72,500.00 comprised of $67,500.00 lump sum design fee plus $5,000.00 reimbursable expenses allowance.

This Amendment 03 in aggregate with Amendments 01 and 02 exceed 10% of the original contract value and will require a resolution for City Council approval.

The proposed fee has been reviewed and is reasonable.

Sincerely,

Sam Matheny

Sam Matheny
Program Manager
Volkert, Inc.

Cc: Carleen Stout-Clark, City of Mobile

A Century of Integrity in Infrastructure

Amendment to Professional Service Agreement for Mobile Civic Center – Improvements Master Plan
Goodwyn Mills Cawood, LLC Contract 4469
Amendment Number 03

In accordance with the terms and conditions of the Standard Form of Agreement Between Owner and Architect, dated June 6, 2023.

BETWEEN the Owner:
The City of Mobile
205 Government St.
Mobile, AL 36633

and the Architect:
Goodwyn Mills Cawood, LLC
11 North Water Street, Suite 15250
Mobile, Alabama 36602

For the following Project:
Mobile Civic Center – Improvements Master Plan
401 Civic Center Drive
Mobile, Alabama 36602
Project #: CC-034D-22
Capital Project # & Name: C0690 Mobile Civic Center – Improvements Master Plan
Contract #: 4469
Vendor#: 276184

Consultant and Owner, for the consideration set out herein, hereby agree to the following revisions.

Article 1, Paragraph 1.2 of the Agreement states that "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."

In accordance with Article 1, Paragraph 1.2 of the Agreement, the City of Mobile hereby Amends the Agreement as follows.

Whereas, the Owner and Consultant wish to amend the Agreement to add additional work to include (1.) Civil Engineering services for water and sanitary sewer relocation design not included in the original scope of services in the amount of $27,622.50; and (2.) Structural Engineering services for design of frames and structural support system for the Conrad Albrizio mosaic murals based on the assessment of the existing condition of the murals following removal from the original Civic Center not included in the original scope of services in the amount of $72,500.00 comprised of $67,500.00 lump sum design fee plus $5,000.00 reimbursable expenses allowance.

The current Agreement Sum (inclusive of Amendments 01 and 02) of Nineteen Million Seven Hundred Twenty-Two Thousand One Hundred Sixty-Three Dollars ($19,722,163.00) shall be increased by One Hundred Thousand One Hundred Twenty-Two Dollars and Fifty Cents ($100,122.50). Therefore, the new Agreement Sum shall be Nineteen Million Eight Hundred Twenty-Two Thousand Two Hundred Eighty-Five Dollars and Fifty Cents ($19,822,285.50).

Except as expressly modified herein, all terms, conditions, and obligations of the Agreement, as previously amended, remain in full force and effect.

OWNER:

City of Mobile

Real Estate Asset Management

Signature

Carleen Stout- Director

Printed Name and Title

CONSULTANT:

Goodwyn Mills Cawood, LLC

Signature

YANN D. COWART
VP SPORTS ARCHITECTURE

Printed Name and Title

OWNER:

City of Mobile

Office of the Mayor

Signature

Spiro Cheriogotis, Mayor

Printed Name and Title

ATTEST:

City of Mobile

City Clerk

Signature

Lisa C. Lambert, City Clerk

Printed Name and Title

SEAL

Driven Engineering, Inc.
8005 Morris Hill Road
Semmes, AL 36575

GMC
11 North Water St
Suite 15250
Mobile, AL 36602

Invoice number 24019.17
Date 08/28/2025

Project **24019 MOBILE CIVIC CENTER (MCC) REDEVELOPMENT**

For Professional Services Job #AMOB230117

Water and Sewer Rerouting Redesign

Professional Services

	Hours	Rate	Billed Amount
Andrew Watley	1.50	130.00	195.00
Avalisha L. Fisher	28.50	275.00	7,837.50
Connor T. Binkley	4.00	96.00	384.00
Jolinda G. Gilbert	20.50	130.00	2,665.00
Jonathan Williams	23.50	166.00	3,901.00
Kevin Fulmer	76.00	130.00	9,880.00
Rebecca Odom	24.00	115.00	2,760.00
Phase subtotal			27,622.50
		Invoice total	27,622.50

Approved by:

Jonathan Williams
Project Engineer

Thank you for your business. If you are pleased with our services, please tell a friend or colleague. If not, please tell us! Please contact us if you have any questions about your invoice or your project.

walter p moore

PROPOSAL AND AGREEMENT FOR PROFESSIONAL SERVICES – Additional Service Request

Project:	**Mobile Civic Center Arena**
Client:	**GMC Architects**
Client Contact:	**Keith Parker**
Additional Service Title:	**ASR 04: Conrad Albrizio Mosaic Relocation Structural Engineering Services – Alternative Relocation Option**
Additional Service Date:	**February 18, 2026**
Base Project Number:	**S03.23039.01**

Walter P. Moore and Associates, Inc. (Walter P Moore) is currently engaged as a consultant on this project. We are submitting this Additional Service Request based on our understanding of increased and/or modified scope of work. We propose to provide services to Client as defined below:

Additional Service Description: We understand that the two tile mosaics named *Circus* and *Mardi Gras* by Conrad Albrizio were originally present in the Mobile, Alabama Civic Center, constructed in 1964. We understand the client would like to move them to the new civic center and will require structural engineering services to assist in art movement and final setting place. We understand the client would like the following:

1. Cut the art pieces into smaller pieces of varying sizes to be determined. (on order of 9 to 16 square feet).
2. Create a new localized backing structure for each piece to allow for lifting and stabilization of the art pieces.
3. Create an attachment plan for the art pieces to the structure.
4. Issue an addendum to our existing structural drawings to facilitate final placement of the art pieces and their future restoration (by others).

Our scope is in accordance with the attached schedule SD04.

Compensation: We anticipate an additional service lump sum fee per the schedule below.

	ASR 03 Fee	ASR 04 Fee	New Total Fee
Field Investigation and Documentation	$11,000	$0	$11,000
Construction Documents Addendum	$21,000	$18,000	$39,000
Additional Construction Administration	$5,000	$5,000	$10,000[1]
Additional Meetings with Conservator	$0	$7,500	$7,500
Total	**$37,000**	**$30,500**	**$67,500**

Note[1]: At client request, ASR03 CA fee will be reduced to Zero and moved to ASR04.

Miscellaneous out-of-pocket project related expenses including, without limitation; printing, postage, courier costs, lodging, travel expenses, etc., shall be invoiced and paid at the cost incurred. Mileage shall be charged at IRS Standard Business Mileage Rate in effect at the time of travel. Sales tax, if applicable, will be paid by the Client. **We recommend Budgeting $2,500 for reimbursable expenses.**

walter p moore

Schedule SD04

SCOPE OF BASIC SERVICES
Modification of Existing Building and Structure

I. General

A. Walter P Moore will review the drawings of the existing facilities as required to become generally familiar with the structural systems of the building as described in the engagement letter. The availability of appropriate documentation is an important assumption in this proposal.

B. Walter P Moore will perform structural design for both replace the backing support structure of the art pieces for the contractor to place the art pieces in their final locations. The intent is for the art piece to be cut into numerous pieces roughly 9-16 square feet in size. The backing system will be affixed to each individual piece.

C. Walter P Moore will issue an addendum to our existing drawings conveying the new backing system and final connection design to the subject structure.

a) Note: Our scope assumes the art pieces will be restored by others.

D. Walter P Moore will coordinate as required with the curator, contractor, art restoration subconsultant, and architect to complete the design.

E. If Walter P Moore's evaluation indicates that the structure will not readily accommodate the intended modification, Walter P Moore will consult with the Client and Architect, if any, as appropriate and make recommendations to modify the location and/or character of the proposed modifications as needed.

F. If the structural modifications are performed, Walter P Moore will provide structural additional construction administration services as follows:

1. Walter P Moore will review and take appropriate action on structural submittals and contractor requests for information (RFI).

2. Walter P Moore will visit the project site during construction as required to confirm general conformance with the structural design intent. For the purposes of this proposal two additional site visits are included in these Basic Services.

21-254 **2024**

RESOLUTION

Sponsored by: Mayor Stimpson and Councilmember William Carroll

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, Amendment Number 02 to Contract 4469, 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 Sixteen Million Seven Hundred Four Thousand Ninety-Six Dollars ($ 16,704,096.00) shall be added to the current contract amount of Three Million Eighteen-Thousand Sixty-Seven Dollars ($3,018,067.00), with the new Agreement sum to be Nineteen Million Seven Hundred Twenty-Two Thousand One Hundred Sixty-Three Dollars ($19,722,163.00). A copy of said contract is on file in the office of the City Clerk.

Name of Company:	GOODWIN MILLS CAWOOD, LLC
Project Name:	MOBILE CIVIC CENTER – IMPROVEMENTS MASTER PLAN
Project Number:	CC-034D-22
Amount:	$ 16,704,096.00 (ADDITIONAL AMOUNT)

Adopted: MAR 26 2024

City Clerk



Amendment to Professional Service Agreement for Mobile Civic Center – Improvements Master Plan
Goodwyn Mills Cawood, LLC Contract 4469
Amendment Number 02

In accordance with the terms and conditions of the Standard Form of Agreement Between Owner and Architect, dated June 6, 2023

BETWEEN the Owner
The City of Mobile
205 Government St
Mobile, AL 36633

and the Architect
Goodwyn Mills Cawood, LLC
11 North Water Street, Suite 15250
Mobile, Alabama 36602

For the following Project
Mobile Civic Center – Improvements Master Plan
401 Civic Center Drive
Mobile, Alabama 36602
Project # CC-034D-22
Capital Project # & Name C0690 Mobile Civic Center – Improvements Master Plan
Contract # 4469
Vendor# 276184

Consultant and Owner, for the consideration set out herein, hereby agree to the following revisions

Article 1 Paragraph 1.2 of the Agreement states that "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."

Article 3 (Scope of Architect's Basic Services), Paragraph 3.2.3 of the Agreement states that "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.

Based upon the concept design information, interim cost estimates, and recommendations prepared by Goodwyn Mills Cawood, LLC (GMC) in accordance with Articles 1 and 3 of the Agreement and the written Scope Change Directive provided to GMC by the City of Mobile on November 27, 2023, the City of Mobile hereby Amends the Agreement as follows:

Whereas, The Owner and Consultant wish to amend the Agreement for additional work required in the modification of design documents and the change in scope of services pursuant to the letter dated November 27, 2023 attached hereto.

The current Agreement Sum (inclusive of Amendment 01) of Three Million Eighteen-Thousand Sixty-Seven Dollars ($3,018,067.00) shall be increased by Sixteen Million Seven Hundred Four Thousand Ninety-Six Dollars ($16,704,096.00). Therefore, the new Agreement Sum shall be Nineteen Million Seven Hundred Twenty-Two Thousand One Hundred Sixty-Three Dollars ($19,722,163.00).

Whereas, The Owner authorizes GMC to expend up to Twelve Million Eight Hundred Twenty-Four Thousand Four Hundred Two Dollars ($12,824,402.00) to complete a 60% design for a new Civic Center to include the Deliverables as set forth below with Deliverable due dates:

1. New Civic Center 60% Design to include 55% Construction Documents – due July 31, 2024
2. Existing Civic Center, Theater, and Expo Hall Demolition Bid Package – due May 31, 2024
3. Site Master Plan Civil Design to include roads, existing utility relocations, and new utility trunk lines and ductbank construction – due June 30, 2024

GMC shall not be held accountable for the above specified due dates if the schedule is delayed as a result of actions or failure to act in a timely manner by the City of Mobile Government entities or public utilities whose actions GMC has no control over.

GMC shall not exceed the amount of Twelve Million Eight Hundred Twenty-Four Thousand Four Hundred Two Dollars ($12,824,402.00) or perform work beyond the 60% design deliverables specified above without written authorization from the Owner.

Whereas, The Owner and Consultant further agree that this Amendment 02 does not obligate the Owner to compensate GMC for any services beyond the 60% design deliverables specified above unless authorized by written authorization from the Owner, and the Owner reserves the right to cancel the Agreement in accordance with the terms of the Original Agreement dated June 6, 2023.

City of Mobile:

Signature

William S. Stumpson
Mayor, City of Mobile

3/28/24
Date

Consultant:

Signature

Yann D. Cowart
Vice President, Goodwyn Mills Cawood, LLC

3.6.2024
Date

Attest:

City Clerk

SEAL OF THE CITY OF MOBILE, ALABAMA
MOBILE ALABAMA
FOUNDED 1702

2

November 27, 2023

Goodwyn Mills Cawood, LLC
Attn: Yann Cowart
11 North Water Street
Suite 15250
Mobile, AL 36602

MOBILE
ALABAMA

Subject: Contract 4469, Change of Design Concept and Basis of Design for City of Mobile Civic Center Master Plan Redevelopment

Article 1, Paragraph 1.2 of the Contract states that "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."

Article 3 (Scope of Architect's Basic Services), Paragraph 3.2.3 of the Contract states that "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."

Based upon the concept design information, interim cost estimates, and recommendations prepared by Goodwyn Mills Cawood, LLC (GMC)/Populous and Volkert, Inc. in accordance with Articles 1 and 3 of the Contract, the City of Mobile hereby directs GMC/Populous to stop work on the "SHIFT" scheme design as stated in Article 1 (Initial Information), Paragraph 1.1.2 for the renovation of the existing Civic Center Arena and Theater also referred to as the "Current Path" and "Option A" in the interim cost estimates.

The City of Mobile hereby directs GMC/Populous to complete a schematic design for "Option E", Demolition of Existing Civic Center and Design and Construction of a New Civic Center without a Theater.

GMC/Populous is further directed to submit an invoice for services through and including the presentation to the Mobile City Council on 21 November 2023.

GMC/Populous shall notify the Program Manager, Sam Matheny of Volkert, Inc., of any impacts to the cost of services and/or schedule of services resulting from the above direction.

Sincerely,

James A. DeLapp
Executive Director
Public Works

CF: James Barber, Chief of Staff
Ricardo Woods, City Attorney
Jim Swords, Principal, Populous
Leon Barkan, President, Volkert
Sam Matheny, Program Manager, Volkert

CAPITAL CHANGE ORDER APPROVAL FORM
AGENDA NOT REQUIRED

NAME OF CONTRACT: AMENDMENT #1, CIVIC CENTER - IMPROVEMENTS MASTER PLAN

PROJECT LOCATION: 401 CIVIC CENTER DRIVE, MOBILE, ALABAMA 36602

DEPARTMENT PROJECT NUMBER: CC-034D-22

CHANGE ORDER #: ONE (1) **AMOUNT:** $89,400.00 ○ **DEDUCT** ◉ **ADD**

CAPITAL CONTRACT NUMBER: 4469

CAPITAL ACCOUNT: C0690 CIVIC CT-IMPROVEMENTS MASTER PLAN

VENDOR #: 276184 **VENDOR NAME:** GOODWYN MILLS CAWOOD, LLC

Prepared by: BRENDA PARKER **Date:** 08/17/2023

REVIEWED AND APPROVED BY:

Cassie Boatwright
08/17/2023 01:02 PM
boatwright@cityofmobile.org

Cassie Boatwright
08/17/2023 01:02 PM
boatwright@cityofmobile.org

James DeLapp
08/17/2023 03:52 PM
jadelapp@cityofmobile.org

Brenda Rhodes
08/18/2023 09:10 AM
brenda.rhodes@cityofmobile.org

Geoffrey Alexander
08/22/2023 03:26 PM
geoffrey.alexander@cityofmobile.org

Ricardo Woods
08/25/2023 06:08 PM
rwoods@cityofmobile.org

AGENDA NOT REQUIRED

AIA® Document G802® – 2017

Amendment to the Professional Services Agreement

PROJECT: *(name and address)*
Mobile Civic Center - Improvements Master Plan
401 Civic Center Drive
Mobile, AL 36602
CC-034D-22

AGREEMENT INFORMATION:
Date: June 6, 2023

AMENDMENT INFORMATION:
Amendment Number: 001

Date: August 15, 2023

OWNER: *(name and address)*
City of Mobile
Architectural Engineering Department
Post Office Box 1827
Mobile, AL 36633-1827

ARCHITECT: *(name and address)*
Goodwyn Mills Cawood, LLC
11 North Water Street, Suite 15250
Mobile, AL 36602

The Owner and Architect amend the Agreement as follows:
Add Nelson Master Planning Scope – Phase 100
Add Thompson Engineering Hazardous Material Analysis

The Architect's compensation and schedule shall be adjusted as follows:

Compensation Adjustment:

Nelson	$20,000.00
Thompson Engineering	$69,400.00

Schedule Adjustment:
See attached proposals

SIGNATURES:

Goodwyn Mills Cawood, LLC	City of Mobile
ARCHITECT *(Firm name)*	**OWNER** *(Firm name)*
	William S. Stimpson 2023.08.31 09:26:02 -05'00'
SIGNATURE	**SIGNATURE**
Keith Parker, AIA	William S. Stimpson, Mayor
PRINTED NAME AND TITLE	**PRINTED NAME AND TITLE**
August 15, 2023	31 day of August 2023
DATE	**DATE**

ATTEST:

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User Notes: (3B9ADA4F)

thompson
ENGINEERING

Aug 02, 2023

Mr. Jim Walker
Vice President, Architecture
11 North Water Street, Suite 15250
Mobile, AL 36602

Subject: Proposal for Pre-Renovation Asbestos and Lead-Based Paint Survey
Mobile Civic Center
401 Civic Center Dr. Mobile, Alabama
Thompson Engineering Proposal No.: 23-9076-0045

Dear Mr. Walker:

Thompson Engineering, Inc. (Thompson) is pleased to provide this proposal for a Pre-Renovation asbestos-containing material (ACM) and lead-based paint (LBP) survey of the Mobile Civic Center. The Civic Center consists of an arena, theater, and exhibition hall. The arena and theater are planned for renovation, while the exhibition hall is planned for demolition.

SCOPE OF WORK

Thompson will conduct a Pre-Renovation ACM and LBP survey on the arena and theater and a pre-demolition ACM and LBP survey on the exhibition hall. Following the survey, Thompson will present the survey findings in a survey report. Only materials easily accessible will be sampled. This survey does not include destructive sampling.

Asbestos

Thompson will conduct a Pre-Renovation and Pre-Demolition ACM survey to identify ACM inside and on the exterior of the civic center building. The survey will include the collection and analysis of "friable" and "non-friable" materials. An estimated 325 samples in the arena and theater and 75 samples in the exhibition hall will be collected by an asbestos inspector accredited in the State of Alabama. The samples collected will be analyzed by Polarized Light Microscopy in accordance with Environmental Protection Agency (EPA) procedures (EPA Method 600/R-93/1126). The survey report will include a review of the historical asbestos surveys provided by the City of Mobile and confirmation of whether the noted ACM is currently present.

Lead-Based Paint

A limited LBP survey will be conducted to locate and identify LBP inside and on the exterior of the civic center building. The building structures will be visually inspected, and materials suspected of containing LBP will be tested using an X-Ray Fluorescence (XRF) lead paint analyzer.

2970 Cottage Hill Road
Suite 190
Mobile, AL 36606
251.665.5526 ph. / 251.665.5505 fax
www.thompsonengineering.com
A THOMPSON HOLDINGS, INC. COMPANY

Survey Report

Thompson will prepare a survey report to document the findings of the ACM and LBP survey. The report will include a summary of activities conducted during the survey, historical summary of previous ACM and LBP surveys conducted, sample descriptions, results of sample analysis, drawings, and photographs. Sample descriptions will be presented in tabular form and will include sample location, sample material, friable/non-friable classification, and the sample analysis result. Sample locations will be shown on the drawings included in the report.

Asbestos Plans and Specifications

Thompson can prepare plans and specifications for the removal of ACM that will be impacted by the demolition of the buildings. The plans and specifications would be prepared by an Alabama accredited Asbestos Project Designer. Thompson can provide asbestos bid packages, with front-end documents provided by the Client. Thompson can attend pre-bid/demolition/abatement pre-bid walk through of the site and respond in writing to contractor questions. Thompson can provide review of contractor bids, bidder's qualifications, and issue a Letter of Recommendation. It should be noted that this phase of work is **NOT** included in the cost estimate.

Asbestos Abatement Monitoring

Thompson can provide full time asbestos abatement monitoring and conduct area air monitoring during asbestos abatement activities and analyze samples (NIOSH Method 7400-PCM) for clearance. Air samples can be collected to measure airborne fiber concentrations outside the work area and verify the effectiveness of engineering controls and air filtration methods. Additionally, Thompson can conduct periodic surveillance of abatement contractor's performance. It should be noted that this phase of work is **NOT** included in the cost estimate.

FEE AND DELIVERABLES

Professional services for performance of this scope of work are proposed on a lump sum basis of $69,400.00. If unforeseen conditions warrant additional effort over that anticipated, such would be contingent upon subsequent client approval.

Barring unanticipated delays, the report will be completed within 6 weeks of receipt of the signed authorization to proceed. An electronic copy in PDF format of the final report will be provided.

If you need further information or have any questions, please contact us.

Sincerely,

THOMPSON ENGINEERING, INC.

Tiffany H. Seibt
Principal Vice President, Environmental Services

Cade Burgin
Environmental Engineer

JIM WALKER VICE PRESIDENT
GMC LLC 8/2/2023

thompson
ENGINEERING

AIA® Document C401® – 2017

Standard Form of Agreement Between Architect and Consultant

AGREEMENT made as of the 15th day of August in the year 2023
(In words, indicate day, month and year.)

BETWEEN the Consultant's client identified as the Architect:
(Name, legal status, address and other information)

Goodwyn Mills Cawood, LLC
11 North Water Street, Suite 15250
Mobile, AL 36602

and the Consultant:
(Name, legal status, address and other information)

Nelson
5200 Avalon Boulevard
Alpharetta, GA 30009

Consultant's discipline:

Master Planning

Consultant's Designated Representative:
(Name, address and other information)

Lamar Wakefield
Nelson
5200 Avalon Boulevard
Alpharetta, GA 30009

Architect's Designated Representative:
(Name, address and other information)

Keith Parker, AIA
Goodwyn Mills Cawood, LLC
11 North Water Street, Suite 15250
Mobile, AL 36602

The Architect has made an agreement, hereinafter known as the Prime Agreement, dated:
(In words, indicate month, day and year of the Prime Agreement.)

June 6, 2023

with the Architect's client identified as the Owner:
(Name, legal status, address and other information)

City of Mobile
Architectural Engineering Department
Post Office Box 1827
Mobile, AL 36633-1827

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.

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(1953323630)

for the following Project:
(Include detailed description of Project, location, address and scope.)

Mobile Civic Center – Improvements Master Plan
401 Civic Center Drive
Mobile, AL 36602CC-034D-22

The Architect and the Consultant agree as follows.

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User Notes: (1953323630)

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ARTICLE 1 GENERAL PROVISIONS

§ 1.1 A copy of the Architect's agreement with the Owner for the Project, referred to as the Prime Agreement (from which compensation amounts may be deleted), is attached as Exhibit A and is made a part of this Agreement.

§ 1.2 The portion of the Project for which the Consultant shall provide services is hereinafter called This Portion of the Project. Except as set forth herein, the Consultant shall not have any duties or responsibilities for any other portion of the Project. This Portion of the Project consists of the following:
(Fully describe the Portion of the Project for which the Consultant shall provide the services set forth in Article 3 of this Agreement.)

See attached Proposal dated August 1, 2023 for Scope of Work

§ 1.3 To the extent that the provisions of the Prime Agreement apply to This Portion of the Project, the Architect shall assume toward the Consultant all obligations and responsibilities that the Owner assumes toward the Architect, and the Consultant shall assume toward the Architect all obligations and responsibilities that the Architect assumes toward the Owner. Insofar as applicable to this Agreement, the Architect shall have the benefit of all rights, remedies and redress against the Consultant that the Owner, under the Prime Agreement, has against the Architect, and the Consultant shall have the benefit of all rights, remedies and redress against the Architect that the Architect, under the Prime Agreement, has against the Owner. Where a provision of the Prime Agreement is inconsistent with a provision of this Agreement, this Agreement shall govern.

§ 1.4 The Consultant is an independent contractor for This Portion of the Project. The Consultant is responsible for methods and means used in performing its services under this Agreement and is not an employee, agent, or partner of the Architect. The Architect shall not be responsible for the acts or omissions of the Consultant.

§ 1.5 Except as otherwise authorized by the Architect, all communications between the Consultant and the Owner, Contractor, or other consultants for the Project shall be forwarded through the Architect. The Architect shall be the administrator of the professional services for the Project, and shall facilitate the exchange of information among the Owner, Consultant and other consultants as necessary for the coordination of This Portion of the Project.

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User Notes: (1953323630)

§ 1.6 If applicable, the Architect and Consultant agree to share the costs and expenses incurred in marketing, promotion, display, and procurement of this Project as follows:

NA

§ 1.7 If applicable, the Architect and Consultant agree to share professional credit for the Project as follows:

NA

§ 1.8 The other consultants to be retained by the Architect are as follows:
(List disciplines and, if known, names, addresses and other information.)

Design Architect:

Populous Architects, P.C.
4800 Main Street, Suite 300
Kansas City, MO 64112

Mechanical, Electrical and Plumbing:

Henderson Engineers, Inc.
1801 Main Street, Suite 300
Kansas City, MO 64108

Associate Architect:

Gant Group & Associates
656 Dauphin Street
Mobile, AL 36602

Code and Life Safety:

Howe Engineers Inc.
141 Longwater Drive, Suite 110
Norwell, MA 02061

Hazardous Materials:

Thompson Engineering
2970 Cottage Hill Road
Mobile, AL 36606

Envelope:

Williamson & Associates
6100 Lake Forrest Drive, Suite 375
Atlanta, GA 30328

Theatre Consultant:

Fred Masoni Theatre Consultant
3378 Via Oporto
Newport Beach, CA 92663

Structural:

Walter P. Moore and Associates, Inc.
1301 McKinney Street, Suite 1100
Houston, TX 77010

Civil Engineer:

Driven Engineering, Inc.
8005 Morris Hill Road
Semmes, AL 36575

§ 1.9 The subconsultants to be retained by the Consultant are as follows:
(List disciplines and, if known, names, addresses and other information.)

NA

§ 1.10 The parties shall agree upon protocols governing the transmission and use of Instruments of Service or any other information or documentation in digital form. The parties will use AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, to establish the protocols for the development, use, transmission, and exchange of digital data.

§ 1.10.1 Any use of, or reliance on, all or a portion of a building information model without agreement to protocols governing the use of, and reliance on, the information contained in the model and without having those protocols set forth in AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, and the requisite

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(1953323630)

AIA Document G202™–2013, Project Building Information Modeling Protocol Form, shall be at the using or relying party's sole risk and without liability to the other party and its contractors or consultants, the authors of, or contributors to, the building information model, and each of their agents and employees.

ARTICLE 2 CONSULTANT'S RESPONSIBILITIES

§ 2.1 The Consultant shall perform its services consistent with the professional skill and care ordinarily provided by professionals practicing in the same or similar locality under the same or similar circumstances. The Consultant shall perform its services as expeditiously as is consistent with such professional skill and care and the orderly progress of the Project. If the standard of care set forth in the Prime Agreement for the Architect's services differs from the standard of care set forth in this Section for the Consultant's services, the Consultant shall perform its services consistent with the standard of care in the Prime Agreement.

§ 2.2 The Consultant shall identify a representative authorized to act on behalf of the Consultant with respect to This Portion of the Project, and key personnel who will perform the Consultant's services. The Consultant shall not replace its identified representative or key personnel without the Architect's approval, which shall not unreasonably be withheld.

§ 2.3 The Consultant shall recommend to the Architect the appropriate investigations, surveys, tests, analyses, reports, and the services of other consultants that should be obtained for the proper execution of the Consultant's services. The Consultant shall review the information provided by the Architect and shall promptly notify the Architect if the Consultant needs further information to perform its services.

§ 2.4 The Consultant shall coordinate its services with those of the Architect and other consultants in order to avoid unreasonable delay in the orderly and sequential progress of the Architect's or other consultants' services. The Consultant shall coordinate all aspects of its design of the Work for This Portion of the Project with the Work designed by the Architect and other consultants, as necessary for the proper coordination of the Project.

§ 2.5 The Consultant shall provide copies of drawings, reports, specifications, and other necessary information to the Architect and other consultants in the format the Architect requires.

§ 2.6 The Consultant shall not be responsible for the acts or omissions of the Architect, Architect's other consultants, Contractor, Subcontractors, their agents or employees, or other persons performing any of the Work. The Consultant shall provide prompt written notice to the Architect if the Consultant becomes aware of any errors, omissions or inconsistencies in the services or information provided by the Architect or other consultants.

§ 2.7 The Consultant shall submit for the Architect's approval a schedule for the performance of the Consultant's services consistent with the requirements of the Prime Agreement, which may be adjusted as the Project proceeds. The Consultant's schedule shall allow reasonable time for the Architect and other consultants to review the Consultant's submittals. Once approved by the Architect, time limits established by the schedule shall not, except for reasonable cause, be exceeded by the Consultant or Architect.

§ 2.8 The Consultant shall maintain the following insurance for the duration of this Agreement.

§ 2.8.1 Commercial General Liability with policy limits of not less than one million dollars ($1,000,000.00) for each occurrence and one million dollars ($1,000,000.00) in the aggregate for bodily injury and property damage.

§ 2.8.2 Automobile Liability covering vehicles owned, and non-owned vehicles used, by the Consultant with policy limits of not less than one million dollars ($1,000,000.00) per accident for bodily injury, death of any person, and property damage arising out of the ownership, maintenance and use of those motor vehicles, along with any other statutorily required automobile coverage.

§ 2.8.3 The Consultant may achieve the required limits and coverage for Comprehensive General Liability and Automobile Liability through a combination of primary and excess or umbrella liability insurance, provided such primary and excess or umbrella liability insurance policies result in the same or greater coverage as the coverages required under Sections 2.8.1 and 2.8.2, and in no event shall any excess or umbrella liability insurance provide narrower coverage than the primary policy. The excess policy shall not require the exhaustion of the underlying limits only through the actual payment by the underlying insurers.

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(1953323630)

§ 2.8.4 Workers' Compensation at statutory limits.

§ 2.8.5 Employers' Liability with policy limits not less than one million dollars ($1,000,000.00) each accident, one million dollars ($1,000,000.00) each employee, and one million dollars ($1,000,000.00) policy limit.

§ 2.8.6 Professional Liability covering negligent acts, errors and omissions in the performance of professional services with policy limits of not less than one million dollars ($1,000,000.00) per claim and two million dollars ($2,000,000.00) in the aggregate.

§ 2.8.7 Additional Insured Obligations. To the fullest extent permitted by law, the Consultant shall cause the primary and excess or umbrella policies for Commercial General Liability and Automobile Liability to include the Owner and Architect as additional insureds for claims caused in whole or in part by the Consultant's negligent acts or omissions. The additional insured coverage shall be primary and non-contributory to any of the Architect's and Owner's insurance policies and shall apply to both ongoing and completed operations.

§ 2.8.8 The Consultant shall provide to the Architect certificates of insurance evidencing compliance with the requirements in this Section 2.8.

ARTICLE 3 SCOPE OF CONSULTANT'S SERVICES

§ 3.1 The Consultant shall provide the Architect with the same professional services for This Portion of the Project as the Architect is required to provide to the Owner under the Prime Agreement. The Consultant shall provide its services in the phases and sequences directed by the Architect, and subject to the same standards and provisions that the Architect is required to meet under the Prime Agreement, unless otherwise described below.

§ 3.1.1 The Consultant shall provide site visits and client presentations as needed during design of the Project.

§ 3.1.2 Set forth below any variations to, or limitations on, the professional services described in the Prime Agreement affecting the Consultant's services under this Agreement.

None

§ 3.2 The Consultant shall ascertain the requirements for This Portion of the Project and shall confirm such requirements to the Architect.

§ 3.3 If required in the jurisdiction where the Project is located, the Consultant shall be licensed to perform the services described in this Agreement, or shall cause such services to be performed by appropriately licensed design professionals.

§ 3.4 Upon request of the Architect, the Consultant shall furnish to the Architect, with reasonable promptness, interpretations of the Contract Documents prepared by the Consultant.

§ 3.5 The Consultant shall, within time limits agreed upon or otherwise with reasonable promptness, render written recommendations on claims, disputes, and other matters in question between the Owner and Contractor relating to the execution or progress of This Portion of the Project as provided by the Contract Documents.

§ 3.6 The Consultant shall assist the Architect in determining whether the Architect shall reject Work for This Portion of the Project that does not conform to the Contract Documents or whether additional inspection or testing is required.

ARTICLE 4 ADDITIONAL SERVICES

Additional Services may be provided after execution of this Agreement without invalidating the Agreement. Upon recognizing the need to perform Additional Services that may arise as the Project proceeds, as described in the Prime Agreement, the Consultant shall notify the Architect. The Consultant, however, shall not proceed to provide such services until the Consultant receives the Architect's written authorization. The Architect has no obligation to compensate the Consultant for any Additional Services performed without such written authorization. Except for services due to the fault of the Consultant, any Additional Services provided in accordance with this Article 4 shall entitle the Consultant to compensation pursuant to Section 11.2.

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ARTICLE 5 ARCHITECT'S RESPONSIBILITIES

§ 5.1 The Architect shall provide available information in a timely manner regarding requirements for and limitations on This Portion of the Project, including a copy of the Owner's program for the Project.

§ 5.2 The Architect shall identify a representative authorized to act on the Architect's behalf with respect to This Portion of the Project. The Architect or such identified representative shall render decisions in a timely manner pertaining to documents submitted by the Consultant in order to avoid unreasonable delay in the orderly and sequential progress of the Consultant's services. The Architect shall not replace its identified representative without the approval of the Consultant, which shall not unreasonably be withheld.

§ 5.3 On the Consultant's request, for design and coordination of This Portion of the Project, the Architect shall furnish to the Consultant, in a timely manner, (1) detailed layouts showing the location of connections, and (2) tabulations giving sizes, loads and other information on equipment designed, specified or furnished by others.

§ 5.4 The Architect shall confer with the Consultant before issuing interpretations or clarifications of documents prepared by the Consultant and shall request the recommendation of the Consultant before providing interpretations or clarifications of shop drawings, product data, samples or other submissions of the Contractor, or upon Change Orders and Construction Change Directives affecting This Portion of the Project.

§ 5.5 The Architect shall furnish to the Consultant a copy of the preliminary estimate or updated estimates of the Cost of the Work as submitted to, or received from, the Owner, bidding documents, bid tabulations, negotiated proposals and Contract Documents, including, to the extent they pertain to this Portion of the Project, Change Orders and Construction Change Directives for the Consultant's use in the design and coordination of This Portion of the Project.

§ 5.6 The Architect shall advise the Consultant of the identity of other consultants participating in the Project and the scope of their services.

§ 5.7 If the Consultant reasonably requests information from investigations, surveys, tests, analyses and reports, or the services of other consultants not within the scope of the Consultant's services, the Architect shall request that the Owner furnish the information or services.

§ 5.8 The Architect shall be entitled to rely on the accuracy and completeness of services and information furnished by the Consultant. The Architect shall provide prompt written notice to the Consultant if the Architect becomes aware of any errors, omissions or inconsistencies in such services or information.

§ 5.9 Within seven days after receipt of a written request, the Architect shall request information from the Owner as necessary and relevant for the Consultant to evaluate, give notice of, or enforce lien rights. Within seven days of receipt of such information from the Owner, the Architect shall furnish the information to the Consultant.

ARTICLE 6 COST OF THE WORK

§ 6.1 For purposes of this Agreement, the Cost of the Work is defined as set forth in the Prime Agreement.

§ 6.2 The Consultant shall review or prepare estimates of the Cost of the Work for This Portion of the Project to the extent such services are required of the Architect in the Prime Agreement.

§ 6.3 If at any time the estimate for the Cost of the Work exceeds the Owner's budget for the Cost of the Work, the Consultant shall make appropriate recommendations to the Architect to adjust the Project's size, quality or budget related to This Portion of the Project. Additionally, the Consultant shall cooperate with the Architect and the Architect's other consultants in redesigning the Work for This Portion of the Project to comply with the budget for the Cost of the Work.

ARTICLE 7 COPYRIGHTS AND LICENSES

§ 7.1 Upon execution of this Agreement, the Consultant grants to the Architect a license to use the Consultant's Instruments of Service in the same manner and to the same extent as the Architect has granted a license to the Owner in the Prime Agreement.

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§ 7.2 The Architect and the Consultant shall not make changes in each other's Instruments of Service without written permission of the other party.

§ 7.3 The Consultant shall maintain on file, and make available to the Architect, design calculations for This Portion of the Project, and shall furnish copies thereof to the Architect on request.

ARTICLE 8 CLAIMS AND DISPUTES

§ 8.1 General

§ 8.1.1 Any claim, dispute or other matter in question arising out of or related to this Agreement shall be subject to the same dispute resolution provisions as set forth in the Prime Agreement, except that if the claim, dispute or other matter in question is unrelated to a dispute between the Architect and Owner, or if the Consultant is legally precluded from being a party to the dispute resolution procedures set forth in the Prime Agreement, then claims, disputes or other matters in question shall be resolved in accordance with the procedures set forth in Section 8.2 and, if applicable, Section 8.3. If such matter relates to or is the subject of a lien arising out of the Consultant's services, the Consultant may proceed in accordance with applicable law to comply with the lien notice or filing deadlines prior to resolution of the matter under the dispute resolution provisions set forth in the Prime Agreement.

§ 8.1.2 The Consultant shall indemnify and hold the Architect and the Architect's officers and employees harmless from and against damages, losses and judgments arising from claims by third parties, including reasonable attorneys' fees and expenses recoverable under applicable law, but only to the extent they are caused by the negligent acts or omissions of the Consultant, its employees and its consultants in the performance of professional services under this Agreement. The Consultant's obligation to indemnify and hold harmless the Architect and its officers and employees does not include a duty to defend.

§ 8.1.3 The Architect shall indemnify and hold the Consultant and the Consultant's officers and employees harmless from and against damages, losses and judgments arising from claims by third parties, including reasonable attorneys' fees and expenses recoverable under applicable law, but only to the extent they are caused by the negligent acts or omissions of the Architect, its employees and its other consultants in the performance of professional services under this Agreement. The Architect's obligation to indemnify and hold harmless the Consultant and its officers and employees does not include a duty to defend.

§ 8.1.4 Disputes between the Architect and Consultant arising out of the Owner's acts, omissions or responsibilities under the Prime Agreement shall be resolved in accordance with the binding dispute resolution method in the Prime Agreement. In the event of such a dispute, the Consultant shall be entitled to relief only to the same extent and according to the same provisions as the Architect is entitled to recover from the Owner after deduction for the Architect's costs incurred in presenting and litigating or arbitrating the claim, including legal fees, normal overhead costs and apportionment to other affected consultants.

§ 8.2 Mediation

§ 8.2.1 If claims, disputes or matters in question are unrelated to a dispute between the Architect and Owner, or if the Consultant is legally precluded from being a party to the dispute resolution procedures set forth in the Prime Agreement, then such claims, disputes or matters in question shall be subject to mediation as a condition precedent to the method of binding dispute resolution set forth below. Unless the parties mutually agree otherwise, mediation shall be administered by the American Arbitration Association in accordance with its Construction Industry Mediation Procedures in effect on the date of this Agreement. A request for mediation shall be made in writing, delivered to the other party to this Agreement, and filed with the person or entity administering the mediation. The request may be made concurrently with the filing of a complaint or other appropriate demand for binding dispute resolution, but, in such event, mediation shall proceed in advance of binding dispute resolution proceedings, which shall be stayed pending mediation for a period of 60 days from the date of filing, unless stayed for a longer period by agreement of the parties or court order. If an arbitration proceeding is stayed pursuant to this section, the parties may nonetheless proceed to the selection of the arbitrator(s) and agree upon a schedule for later proceedings.

§ 8.2.2 The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in the place where the Project is located, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

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§ 8.2.3 If the parties do not resolve a dispute through mediation pursuant to this Section 8.2, the method of binding dispute resolution shall be the following:
(Check the appropriate box.)

[X] Arbitration pursuant to the terms and conditions set forth in Section 8.3.

[ ] Litigation in a court of competent jurisdiction

[ ] Other: *(Specify)*

If the Architect and Consultant do not select a method of binding dispute resolution, or do not subsequently agree in writing to a binding dispute resolution method other than litigation, the dispute will be resolved in a court of competent jurisdiction.

§ 8.3 Arbitration

§ 8.3.1 If the parties have selected arbitration as the method for binding dispute resolution in this Agreement, any claim, dispute or other matter in question arising out of or related to this Agreement subject to, but not resolved by, mediation shall be subject to arbitration, which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Arbitration Rules in effect on the date of this Agreement. A demand for arbitration shall be made in writing, delivered to the other party to this Agreement, and filed with the person or entity administering the arbitration.

§ 8.3.1.1 A demand for arbitration shall be made no earlier than concurrently with the filing of a request for mediation, but in no event shall it be made after the date when the institution of legal or equitable proceedings based on the claim, dispute or other matter in question would be barred by the applicable statute of limitations. For statute of limitations purposes, receipt of a written demand for arbitration by the person or entity administering the arbitration shall constitute the institution of legal or equitable proceedings based on the claim, dispute or other matter in question.

§ 8.3.2 The foregoing agreement to arbitrate, and other agreements to arbitrate with an additional person or entity duly consented to by parties to this Agreement, shall be specifically enforceable in accordance with applicable law in any court having jurisdiction thereof.

§ 8.3.3 The award rendered by the arbitrator(s) shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof.

§ 8.3.4 Consolidation or Joinder

§ 8.3.4.1 Either party, at its sole discretion, may consolidate an arbitration conducted under this Agreement with any other arbitration to which it is a party provided that (1) the arbitration agreement governing the other arbitration permits consolidation; (2) the arbitrations to be consolidated substantially involve common questions of law or fact; and (3) the arbitrations employ materially similar procedural rules and methods for selecting arbitrator(s).

§ 8.3.4.2 Either party, at its sole discretion, may include by joinder persons or entities substantially involved in a common question of law or fact whose presence is required if complete relief is to be accorded in arbitration, provided that the party sought to be joined consents in writing to such joinder. Consent to arbitration involving an additional person or entity shall not constitute consent to arbitration of any claim, dispute or other matter in question not described in the written consent.

§ 8.3.4.3 The Architect and Consultant grant to any person or entity made a party to an arbitration conducted under this Section 8.3, whether by joinder or consolidation, the same rights of joinder and consolidation as the Architect and Consultant under this Agreement.

ARTICLE 9 TERMINATION OR SUSPENSION

§ 9.1 Except as otherwise provided below, the Architect may terminate this Agreement or suspend the Consultant's services pursuant to the same terms and conditions, other than the amount of any Termination Fee or Licensing Fee set

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forth in the Prime Agreement, under which the Owner may terminate the Prime Agreement or suspend the Architect's services under the Prime Agreement. Additionally, the Consultant may terminate this Agreement or suspend its services pursuant to the same terms and conditions under which the Architect may terminate the Prime Agreement or suspend its services under the Prime Agreement.

§ 9.1.1 Except as provided in Section 9.1.2, in the event of termination of this Agreement not due to the fault of the Consultant, the Architect shall pay the Consultant a Termination Fee and, for the Architect's continued use of the Consultant's Instruments of Service, a Licensing Fee as set forth below:
(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

.2 Licensing Fee:

$0

§ 9.1.2 Notwithstanding Section 9.1.1, in the event of termination of this Agreement due to the Owner's termination of the Prime Agreement for the Owner's convenience, and if the Architect receives payment of a Termination Fee and Licensing Fee from the Owner, the Architect shall pay the Consultant a Termination Fee and, for the Owner's continued use of the Consultant's Instruments of Service, a Licensing Fee as set forth below:
(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

.2 Licensing Fee:

$0

§ 9.2 Either party may terminate this Agreement at such time as the Prime Agreement is terminated. The Architect shall promptly notify the Consultant of such termination.

ARTICLE 10 MISCELLANEOUS PROVISIONS

§ 10.1 This Agreement shall be governed by the same laws governing the Prime Agreement. If the parties have selected arbitration as the method of binding dispute resolution in Section 8.2, the Federal Arbitration Act shall govern the arbitration set forth in the Prime Agreement.

§ 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.

§ 10.3 The Architect and Consultant, respectively, bind themselves, their agents, successors, assigns and legal representatives to this Agreement. Neither Architect nor Consultant shall assign this Agreement without the written consent of the other.

§ 10.4 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 Architect or Consultant.

§ 10.5 Unless otherwise required in this Agreement, the Architect and Consultant 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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§ 10.6 If the Consultant or Architect 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 10.6.1.

§ 10.6.1 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 10.6.

§ 10.7 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.

ARTICLE 11 COMPENSATION

§ 11.1 For the Consultant's Services as described under Article 3, the Architect shall compensate the Consultant as follows:
(Insert amount of, or basis for, compensation.)

Phase 100: Programming and Design Charrette $20,000.00

§ 11.2 For Additional Services that may arise during the course of the Project, the Architect shall compensate the Consultant as follows:
(Insert amount of, or basis for, compensation.)

At a mutually agreed upon fee

§ 11.3 Compensation for Additional Services of the Consultant's subconsultants when not included in Section 11.2, shall be the amount invoiced to the Consultant plus 0 percent (0 %), or as otherwise stated below:

§ 11.4 The hourly billing rates for services of the Consultant and the Consultant's subconsultants, if any, are set forth below. The rates shall be adjusted in accordance with the Consultant's and Consultant's subconsultants' normal review practices.
(If applicable, attach an exhibit of hourly billing rates or insert them below.)

Employee or Category	Rate

§ 11.5 COMPENSATION FOR REIMBURSABLE EXPENSES

The Architect shall reimburse the Consultant for the Reimbursable Expenses necessarily incurred by the Consultant or the Consultant's employees directly relating to the Project and listed in the Prime Agreement plus 0 percent (0 %) of the expenses incurred. Reimbursable Expenses are in addition to compensation for the Consultant's services and Additional Services.

§ 11.6 PAYMENTS TO THE CONSULTANT

§ 11.6.1 The Consultant shall submit invoices for services and Reimbursable Expenses in accordance with the provisions of the Prime Agreement. The Architect shall review such invoices and, if they are considered incorrect or untimely, the Architect shall, within ten days from receipt of the Consultant's billing, review the matter with the Consultant and confirm in writing to the Consultant the Architect's understanding of the disposition of the issue.

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§ 11.6.2 Payments to the Consultant shall be made promptly after the Architect is paid by the Owner under the Prime Agreement. The Architect shall exert reasonable and diligent efforts to collect prompt payment from the Owner. The Architect shall pay the Consultant in proportion to the amounts received from the Owner which are attributable to the Consultant's services rendered and Reimbursable Expenses incurred.

ARTICLE 12 SPECIAL TERMS AND CONDITIONS

Special terms and conditions that modify this Agreement are as follows:

None

ARTICLE 13 SCOPE OF THE AGREEMENT

§ 13.1 This Agreement represents the entire and integrated agreement between the Architect and the Consultant and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both Architect and Consultant.

§ 13.2 This Agreement is comprised of the following documents:

.1 AIA Document C401™–2017, Standard Form Agreement Between Architect and Consultant;

.2 Prime Agreement between the Owner and Architect, including all applicable exhibits thereto, attached as Exhibit A;

.3 AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, if not included in the Prime Agreement, dated as indicated below:
(Insert the date of the E203–2013 incorporated into this agreement.)

.4 Other Exhibits incorporated into this Agreement:
(Clearly identify any other exhibits incorporated into this Agreement)

Driven Engineering Proposal dated July 19, 2023

.5 Other documents:
(List other documents, if any, forming part of the Agreement.)

This Agreement entered into as of the day and year first written above.

ARCHITECT *(Signature)*	**CONSULTANT** *(Signature)*
Keith Parker, AIA	Lamar Wakefield
(Printed name and title)	*(Printed name and title)*

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21-637 **2023**

RESOLUTION

2023

CC690
C# 4469
Scanned + Posted 6/16/23 PR

Sponsored by:
Mayor William S. Stimpson and Councilmember William Carroll

BE IT RESOLVED BY THE CITY COUNCIL OF MOBILE, ALABAMA, that the Mayor and the City Clerk be, and they hereby are, authorized and directed to execute and attest, respectively, for and on behalf of the City of Mobile, a 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:	GOODWYN MILLS CAWOOD, LLC
Project Name:	MOBILE CIVIC CENTER – IMPROVEMENTS MASTER PLAN
Project Number:	CC-034D-22
Amount:	$2,928,667.00

Adopted: JUN 06 2023

Lisa C. Lambert
City Clerk

AIA® Document B101® – 2017

Standard Form of Agreement Between Owner and Architect

AGREEMENT made as of the 6 day of June in the year 2023
(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)

Goodwyn Mills Cawood, LLC
11 North Water Street, Suite 15250
Mobile, Alabama 36602
Contact: Yann D. Cowart, AIA

City of Mobile Business License No.: 112553
Secretary of State Registration No.: 000-104-406

for the following Project:
(Name, location and detailed description)

Mobile Civic Center - Improvements Master Plan
401 Civic Center Drive
Mobile, Alabama 36602

CC-034D-22

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.

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9 TERMINATION OR SUSPENSION

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, Proposal for Architectural Services for: Name of Project, and in Exhibit 1, Insurance Requirements.
(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.)

§ 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.)

401 Civic Center Drive, Mobile, Alabama 36602. Lot 1 East Church Street Area First Addition Amended. Assigned House Number: 401. Tax ID/Parcel # R022906400011244. Architectural, engineering and interior design services and other specialty consultants to advance the design for the "SHIFT" Scheme of the Mobile Civic Center as developed by Populous. The design effort request is to carry through 25% of the design and construction document phases.

§ 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.)

Estimated cost of construction for the "SHIFT" scheme renovation to the Mobile Civic Center is One Hundred Thirty-Three Million One Hundred Eighty-Nine Thousand Eighty-Two and 00/100 Dollars ($133,189,082.00)

§ 1.1.4 The Owner's anticipated design and construction milestone dates:

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.1 Design phase milestone dates, if any:

100% Schematic Design and 50% Design Development Package – November 27, 2023

.2 Construction commencement date:

N/A

.3 Substantial Completion date or dates:

N/A

.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 of Real Estate Asset Management
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

§ 1.1.9 The Owner shall retain the following consultants and contractors, as required, and if not expressly included as a reimbursable expenses provided by the Architect's Fee Proposal, Exhibit A:
(List name, legal status, address, and other contact information.)

.1 Geotechnical Engineer:

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(Paragraphs deleted)

Other, if any:

(List any other consultants and contractors retained by the Owner.)

Wayfinding/Branding – MELT
Commissioning – TBD
Management Company – TBD
Traffic Studies – Skipper
Hazardous Materials Testing – TBD

§ 1.1.10 The Architect identifies the following representative in accordance with Section 2.3:
(List name, address, and other contact information.)

Yann D. Cowart, Vice President, Sport Architecture
Goodwyn Mills Cawood, LLC
11 North Water Street, Suite 15250
Mobile, Alabama 36602
Email: yann.cowart@gmcnetwork.com
Phone: (251) 460-4006

§ 1.1.11 The Engineer shall retain the consultants identified in Sections 1.1.11.1 and as described in Exhibit A:

§ 1.1.11.1 Consultants retained under Basic Services:

.1 Design Architect:

Populous Architects, P.C.
4800 Main Street, Suite 300
Kansas City, Missouri 64112

.2 Mechanical, Electrical, and Plumbing Engineer :

Henderson Engineers, Inc.

.3 Structural Engineering:

Walter P Moore

.4 Associate Architect:

Gant Group & Associates

.5 Code and Life Safety:

Howe Engineers

.6 Envelope:

Williamson

.7 Site Civil:

TBD

(Paragraphs deleted)

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§ 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.

§ 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 **Workers' Compensation/Employer's Liability:**

.1 Workers' Compensation insurance in the amounts required by all applicable laws, rules or regulations of the State of Alabama.

.2 Employer's Liability with limits of not less than:
Bodily Injury by Accident $1,000,000 each accident
Bodily Injury by Disease $1,000,000 policy limit
Bodily Injury by Disease $1,000,000 each employee

.3 Borrowed Servant/Alternate Employer endorsement in favor of City of Mobile.

.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.

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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, 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 (ACORD 101, Additional Remarks Schedule).

.1 Additional Insured: All policies of insurance, except those referenced under paragraph A and E, of the City of Mobile Insurance Requirements attached hereto as Exhibit 1, 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 30 days or more (except 10 days for non-payment) prior written notice thereof to the City of Mobile.

.5 Certificates of Insurance: - General: Within ten (10) calendar days from 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 the 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 civil, structural, mechanical, and electrical engineering services. Services not set forth in this Article 3 are Supplemental or Additional Services.

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§ 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.

§ 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 sustainable design alternatives, such as material choices and building orientation, 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. The Owner may obtain more advanced sustainable design services as a Supplemental Service under Section 4.1.1.

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§ 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.

§ 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 **Fifty Percent (50%)** 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.

(Paragraphs deleted)

ARTICLE 4 SUPPLEMENTAL AND ADDITIONAL SERVICES

§ 4.1 Supplemental Services

§ 4.1.1 The services listed below are not included in Basic Services but may be required for the Project. The Architect shall provide the listed Supplemental Services only if specifically designated in the table below as the Architect's responsibility, and the Owner shall compensate the Architect as provided in Section 11.2. Unless otherwise specifically addressed in this Agreement, if neither the Owner nor the Architect is designated, the parties agree that the listed Supplemental Service is not being provided for the Project.

(Designate the Architect's Supplemental Services and the Owner's Supplemental Services required for the Project by indicating whether the Architect or Owner shall be responsible for providing the identified Supplemental Service. Insert a description of the Supplemental Services in Section 4.1.2 below or attach the description of services as an exhibit to this Agreement.)

Supplemental Services	Responsibility *(Architect, Owner, or not provided)*
§ 4.1.1.1 Programming	Owner/Architect
§ 4.1.1.2 Multiple preliminary designs	N/A
§ 4.1.1.3 Measured drawings	N/A
§ 4.1.1.4 Existing facilities surveys	N/A
§ 4.1.1.5 Site evaluation and planning	Architect
§ 4.1.1.6 Building Information Model management responsibilities	N/A
§ 4.1.1.7 Development of Building Information Models for post construction use	N/A
§ 4.1.1.8 Civil engineering	Architect
§ 4.1.1.9 Landscape design	Architect
§ 4.1.1.10 Architectural interior design	Architect
§ 4.1.1.11 Value analysis	N/A
§ 4.1.1.12 Detailed cost estimating beyond that required in Section 6.3	Architect

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Supplemental Services	Responsibility (Architect, Owner, or not provided)
§ 4.1.1.13 On-site project representation	Owner
§ 4.1.1.14 Conformed documents for construction	Architect
§ 4.1.1.15 As-designed record drawings	Architect
§ 4.1.1.16 As-constructed record drawings	Architect
§ 4.1.1.17 Post-occupancy evaluation	N/A
§ 4.1.1.18 Facility support services	N/A
§ 4.1.1.19 Tenant-related services	Owner
§ 4.1.1.20 Architect's coordination of the Owner's consultants	N/A
§ 4.1.1.21 Telecommunications/data design	Owner; Architect to the extent described herein
§ 4.1.1.22 Security evaluation and planning	Owner
§ 4.1.1.23 Commissioning	Owner
§ 4.1.1.24 Sustainable Project Services pursuant to Section 4.1.3	N/A
§ 4.1.1.25 Fast-track design services	N/A
§ 4.1.1.26 Multiple bid packages	N/A
§ 4.1.1.27 Historic preservation	N/A
§ 4.1.1.28 Furniture, furnishings, and equipment design	Architect, if requested, as an additional service
§ 4.1.1.29 Other services provided by specialty Consultants	As provided in this Agreement
§ 4.1.1.30 Other Supplemental Services	As provided in this Agreement

§ 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.)

As provided in the Consultant's fee proposal dated May 9, 2023, respectively

§ 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.)

As provided in the Consultant's fee proposal dated May 9, 2023, respectively

§ 4.1.3 If the Owner identified a Sustainable Objective in Article 1, the Architect shall provide, as a Supplemental Service, the Sustainability Services required in AIA Document E204™–2017, Sustainable Projects Exhibit, attached to this Agreement. The Owner shall compensate the Architect as provided in Section 11.2.

§ 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.

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§ 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;

(Paragraph deleted)

.6 Consultation concerning replacement of Work resulting from fire or other cause during construction.

§ 4.2.2

(Paragraphs deleted)

If the services covered by this Agreement have not been completed within six (6) 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.

(Paragraphs deleted)

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.

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(Paragraph deleted)

§ 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.

§ 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 the 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 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, 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

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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 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.

§ 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

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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 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 N/A

§ 8.1.2 N/A

§ 8.1.3 N/A

(Paragraphs deleted)

§ 8.1.4 This Agreement shall be governed by the Laws of the State of Alabama, and the appropriate venue for any Actions arising out of the Agreement shall be a court of proper jurisdiction in Mobile, Alabama.

§ 8.1.5 Indemnification: The CONSULTANT shall indemnify and hold harmless City and its officers, elected officials, agents, representatives, and employees for any and all claims, injuries, losses, diminution in value, damages, liabilities, whether or not currently due, and related expenses to the extent caused by CONSULTANT any negligence, recklessness, intentional tort, intellectual property infringement, or failure to pay a subconsultant or supplier that is committed by CONSULTANT or the CONSULTANT'S agent, consultant under contract, or other entity for which CONSULTANT is legally liable. CONSULTANT shall defend the City, its officials, agents, representatives, and employees against any and all claims arising out of the rendering of or failure to render professional services by CONSULTANT or its agents covered by CONSULTANT'S policy of professional liability insurance in accord with named minimum requirements. The parties acknowledge and agree that this contract requires CONSULTANT to procure and maintain professional liability insurance that satisfies the named requirements. CONSULTANT shall reimburse the City for its reasonable attorney fees, damages, losses, injuries, or other litigation costs in proportion to CONSULTANT'S liability, or in proportion to the extent CONSULTANT participates in resolution of a claim also made against the City. The parties acknowledge and agree that nothing in the foregoing shall be construed to require CONSULTANT to indemnify, hold harmless or defend the City except as permissible under Acts of Alabama 2021-318, or subsequent codifications thereof.

§ 8.1.6 Standard of Performance:
CONSULTANT shall perform all professional services under this contract with the professional skill and care ordinarily provided by a competent design professional practicing under the same or similar circumstances and professional licenses as expeditiously as is prudent considering the ordinary professional skill and care of a competent design professional.

§ 8.1.7 Force Majeure:

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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 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.

§ 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. Costs 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.

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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.

§ 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.

ARTICLE 11 COMPENSATION

§ 11.1 For the Architect's Basic Services described under Article 3, the Owner shall compensate the Architect as follows:

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.1 Stipulated Sum
(Insert amount)

.2 Percentage Basis
(Insert percentage value)

N/A

.3 50% Design Development Phase
(Describe the method of compensation)

A. Basic Services Stipulated Sum: $2,928,667.00

§ 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.)

§ 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.)

1. Survey
2. Geotech/Special Inspections
3. Theater Consultant
4. Cost Estimation
5. Vertical Circulation
6. Acoustics, AV, Telecom/Date, Security, Site Lighting
7. Kitchen
8. Building Scanning/As-Builds
9. Additional 3D Computer generated color renderings

§ 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 for Basic Services is based on a stipulated sum or a percentage basis, the proportion of compensation for each phase of services shall be as follows:

Schematic Design Phase	Sixty	Percent (60%)
Design Development Phase	Forty	Percent (40%)

(Rows deleted)

Total Basic Compensation	One Hundred	Percent (100%)

§ 11.6 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.

§ 11.6.1 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

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those portions. The Architect shall be entitled to compensation in accordance with this Agreement for all services performed whether or not the Construction Phase is commenced.

§ 11.7 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

Employee or Category	Rate ($0.00)
Principal	$450.00
Executive VP / Senior VP	$325.00
Senior Professional [Architect, Engineer, Interior Designer, Scientist]:	$300.00
Professional II [Architect, Engineer, Interior Designer, Scientist]:	$225.00
Professional I [Architect, Engineer, Interior Designer, Scientist]:	$200.00
Intern II [Architect, Engineer, Interior Designer, Scientist]:	$130.00
Intern I [Architect, Engineer, Interior Designer, Scientist]:	$110.00
Technical III [Contract Spec, CADD Tech, Designer, Drafting, CA]	$140.00
Technical II [Contract Spec, CADD Tech, Designer, Drafting, CA]	$115.00
Technical I [Contract Spec, CADD Tech, Designer, Drafting, CA]	$ 95.00
Executive Administrative Assistant	$115.00
Administrative Assistant II:	$ 95.00
Administrative Assistant I:	$ 75.00

§ 11.8 Compensation for Reimbursable Expenses

§ 11.8.1 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:

.1 Printing, mounting, shipping and materials costs
.2 Out of town travel expenses, lodging and meals directly associated with project.
.3 Professional rendering or models requested by Owner outside of those included in the Scope of Work

(Paragraphs deleted)

§ 11.8.2 For Reimbursable Expenses the compensation shall be the expenses incurred by the Architect and the Architect's consultants plus 15 percent (15%) of the expenses incurred.

(Paragraphs deleted)

§ 11.10 Payments to the Architect

§ 11.10.1 Initial Payments

§ 11.10.1.1

§ 11.10.1.2 If a Sustainability Certification is part of the Sustainable Objective, an initial payment to the Architect of N/A ($N/A) shall be made upon execution of this Agreement for registration fees and other fees payable to the Certifying Authority and necessary to achieve the Sustainability Certification. The Architect's payments to the Certifying Authority shall be credited to the Owner's account at the time the expense is incurred.

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§ 11.10.2 Progress Payments

§ 11.10.2.1 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.)

§ 11.10.2.2 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.

§ 11.10.2.3 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 the certification of the bids and recommendation for contract award.

.3 Drawings shall be in AutoCAD version 2020 or later **or REVIT**. Project manual shall be in Microsoft Word version 2016 or later. Estimates to be Microsoft Excel 2016 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.

.5 The City utilizes e-Builder as its project management system. e-Builder is a secure data collection site: https://www.e-builder.net. Firms and/or individuals, including subconsultants, shall use e-Builder as an essential component of project management with the City of Mobile. Membership fees to participate in City of Mobile projects within the e-Builder project management system are free to the City's consultants and contractors.

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. Insurance Requirements, Exhibit 1
   c. Architect's Certificate of Insurance with Endorsements
   d. Architect's E-Verify Documentation

.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

.3 Exhibits:
(Check the appropriate box for any exhibits incorporated into this Agreement.)

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[ ] AIA Document E204™–2017, Sustainable Projects Exhibit, dated as indicated below:
(Insert the date of the E204-2017 incorporated into this agreement.)

N/A

[ ] Other Exhibits incorporated into this Agreement:
(Clearly identify any other exhibits incorporated into this Agreement, including any exhibits and scopes of services identified as exhibits in Section 4.1.2.)

N/A

.4 Other documents:
(List other documents, if any, forming part of the Agreement.)

ARTICLE 14 NON DISCRIMINATION

§ 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 percent of the work performed under contract be awarded to socially and economically disadvantaged individuals and business entities.

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 ENGAINGIN 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.

ARTICLE 17 SEVERABILITY CLAUSE

§ 17.1 In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provisions of this Agreement, but this Agreement shall be construed as if such invalid or illegal or unenforceable provision had never been contained herein. Upon such determination that any term or other provision is invalid, illegal or unenforceable, the court or other tribunal making such determination is authorized and instructed to modify this Agreement so as to effect the original intent of the parties as closely as possible so that the transactions and agreements contemplated herein are consummated as originally contemplated to the fullest extent possible.

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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)

Architect: Goodwyn Mills Cawood, LLC

ARCHITECT *(Signature)*

Yann D. Cowart, Vice President, Sports Architecture
(Printed name, title, and license number, if required)

ATTEST:

City Clerk

STATE OF Alabama
COUNTY OF Lee

Before me, the undersigned a Notary Public in and for said County and State, personally appeared Yann D. Cowart as Vice President of Goodwyn, Mills, & Cawood, 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 Authorized Employee.
Sworn to and subscribed for me this 24 day of May, 2023.

NOTARY PUBLIC
My Commission Expires: 9/6/26

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EXHIBIT 1

City of Mobile Insurance Requirements
Consultant

Insurance – For the duration of this agreement, the Consultant 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. Employer's Liability with limits of not less than:

Bodily Injury by Accident	$1,000,000 each accident
Bodily Injury by Disease	$1,000,000 policy limit
Bodily Injury by Disease	$1,000,000 each employee

3. Borrowed Servant/Alternate Employer endorsement in favor of City of Mobile.

B. 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.

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 each accident for bodily injury and/or property damage.

D. 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.

E. Professional Liability Insurance:

1.

Projects $0 - $1,000,000	$1,000,000 /$2,000,000 annual aggregate
Projects over $1,000,000	to be determined by Owner

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 policies of insurance shall be endorsed to waive rights of subrogation in favor of 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.

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 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.

POPULOUS

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GMC
Goodwyn Mills Cawood
11 North Water Street
Suite 15250
Mobile, AL 36602

T (251) 460-4006
F (251) 460-4423
www.gmcnetwork.com

May 9, 2023

Jim DeLapp
Executive Director, Public Works
City of Mobile
205 Government Street
P.O. Box 1827
Mobile, Alabama 36633-1827

jadelapp@cityofmobile.org

RE: Mobile Civic Center – Additions and Renovations

Jim,

It is with great excitement and enthusiasm that we look forward to the opportunity to submit a proposal for the design of the additions and renovations to the Mobile Civic Center. We have prepared this proposal per your request for review and comment, and look forward to working with you, your team and the City of Mobile throughout this initial design phase led by Populous and the continuation of the design and construction together with our local design partners, GMC, for this important landmark project. This TEAM has demonstrated success on other Sports and Entertainment projects with The Troy Arena in 2010 and more recently with Birmingham's Protective Stadium complete in 2021

A› PROJECT TEAM

We have assembled the following design team to deliver Architectural, Engineering, Interior Design, and Specialty Consulting services for this project. We will work closely with you and the city of Mobile to produce the best possible design solution and final project.

Basic Service TEAM

Populous Architects, P.C. Design Architect	Principal in Charge – Jim Swords Lead Designer – Aaron Bruckerhoff
Goodwyn, Mills and Cawood, Inc. Architect of Record **Gant Group & Associates (BDE)** Associate Architect	Project Manager – Jim Walker Project Designer – Yann Cowart Carlos Gant - Architect Project Designer- Erik Consuegra Specifications- Mike Swinson Landscape Architecture – Brandon Bias
Walter P Moore Structural Engineering ***MBA Engineers Inc. (DBE)*** Local Structural	Principal in Charge – Erin Kueht Keith Owens PE
Henderson Engineers, Inc. MEP,FP Engineers	Principal in Charge – Ryan Starkovich Project Manager – Tyler Johnson
Williamson Envelope	TBD
TBD – Coordination with Owner Consultant (DBE participation) Site Civil	TBD – To be confirmed
Howe Engineers Code and Life Safety	Andrew Newman Ben Muscente

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Additional Services TEAM (Proposed)

Goodwyn, Mills and Cawood, Inc. Survey	TBD
Goodwyn, Mills and Cawood, Inc. Geotech / Special Inspections	TBD
Fred Masino Theater Consultant	TBD
Palacio Cost Estimation	TBD
Lerch Bates Vertical Circulation	TBD
Henderson Acoustics, AV, Telecom / Data, Security, Site Lighting	TBD
Camacho (DBE) Kitchen	TBD
ATG Building Scanning / As-Builts	TBD

Other TBD as necessary. We will continue to strive to meet the city of Mobile's (DBE) goal of 15% participation throughout all phases of this project

Owner Consultants

MELT Wayfinding / Branding	TBD
Commissioning	TBD
Management Company	TBD
Skipper Traffic (If Required)	TBD

B› PROJECT SCOPE & SCOPE OF SERVICES

We have the following understanding of the primary work items requiring our Architectural, Engineering, Interior Design, and Specialty Consulting involvement:

- Architectural, engineering, and interior design services and other specialty consultants to advance the design for the "SHIFT" Scheme as developed by Populous. The design effort requested is to carry through 25% of the design and construction document phases.

Area	*SF*	*Estimated Cost*
Arena Scope	301,610 SF	$86,350,353
Theater Scope	66,860 SF	$16,340,072
General and Special Conditions	7% / 1%	$8,215,235
Permits, Insurance & Fees	3% / 1% / 4%	$9,084,504
Contingencies	6% / 5%	$13,198,918
TOTAL	**368,470 SF**	**$133,189,082**

Above estimate developed by BLHarbert dated 7-20-2022 4.0% escalation added for current projected schedule. Pending further program development of the site selection and building scope during the pre-design / programming process, this proposal is based upon the items above

Architectural (GMC + Populous)

- Develop As Built drawings through 3D Scanning (ATG)
- Review and adjustment of program elements
- Code Compliance and life safety studies

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- All necessary user group meetings
- Plans generally complete
- Exterior elevations and primary dimensions complete
- Interiors dimensioned with rooms labeled and numbered
- Doors tagged and Representative Door and Window Schedule and details
- Reflected Ceiling plans coordinated with general lighting layout with narratives and ceiling details
- Building Sections coordinated with structural
- MEP / FP coordination and designated zones established
- Typical wall sections scaled and noted
- Representative blow up plans
- Outline specifications
- Coordination with vertical transportation
- Coordination with Envelope and moisture details
- Interior material selections
- Majority of partition types detailed
- Representative Room finish schedule

Structural: (Walter P Moore)

- Establish Structural design criteria
- Visit the project site to be generally family with the present condition of the building
- Identify special code and Approval Agency issues
- Develop and evaluate alternative structural systems as appropriate
- Recommend appropriate investigations, reports, surveys, tests and services of other consultants
- Structural BIM model of existing building within areas of major structural renovation
- Review estimate of the Cost of Construction prepared by others
- Attend meetings
- Deliverables – Submit structural framing plans and narrative for ONE selected scheme.
- Prepare preliminary foundation and framing designs and drawings with layouts of typical areas and sizes of typical elements
- Prepare typical detail sheets
- Prepare outline specifications for structural items
- Identify Pre-Engineered Structural Systems
- Review Results of Special Studies
- Provide additional narratives to support estimating process
- Review interpretation and application of special building code and approval issues
- Attend meetings
- Vibration Analysis for footfall loads and crowd excitement
- Deliverables – Submit Design Development documents for approval

MEP, FP (Henderson)

- Energy Benchmarking
- Climate Analysis
- Rule of thumb major equipment room size estimates
- Current operations observation during site visit
- User group meeting
- Utility main size estimates
- Basis of design narratives
- Major equipment sizing and location plan
- Preliminary equipment room sizing
- Chase sizing estimates

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- Preliminary site plan showing utility connections
- HVAC zoning plan
- Define lighting level criteria
- Demolition drawings
- Electrical and HVAC single line drawings
- Low Voltage Riser
- HVAC load calculations
- Ventilation calculations
- Air balance calculations
- Smoke evacuation concept
- Equipment cut sheets
- Equipment plans
- Interior lighting design services
- Exterior façade lighting design
- Exterior site lighting design
- Zone thermal unit layout
- Specifications table of contents and outline specification
- Preliminary equipment and lighting schedules
- Roof drain riser location and slope height requirement
- Telecommunications major pathway layout

Civil (TBD)

- Coordinate utility connections
- Final grades and drainage
- Site geometry and plan graphically fixed
- All site elements defined
- Preliminary landscape / irrigation / hardscape plans
- Specifications Outline

Special Consultant scopes (See proposed above)

- Narratives and specifications to support cost estimation
- Items that impact design, performance and coordination
- Vertical transportation analysis and narratives
- Envelope and water proofing analysis and narratives
- Traffic studies (If Required)
- Acoustical analysis and narratives
- Food Service / concessions analysis and narratives
- AV analysis and narratives
- Security systems and tele/data analysis and narratives
- Color Renderings – Includes 5 Interior Renderings and 5 Exterior Renderings. Additional renderings per additional service as outlined below

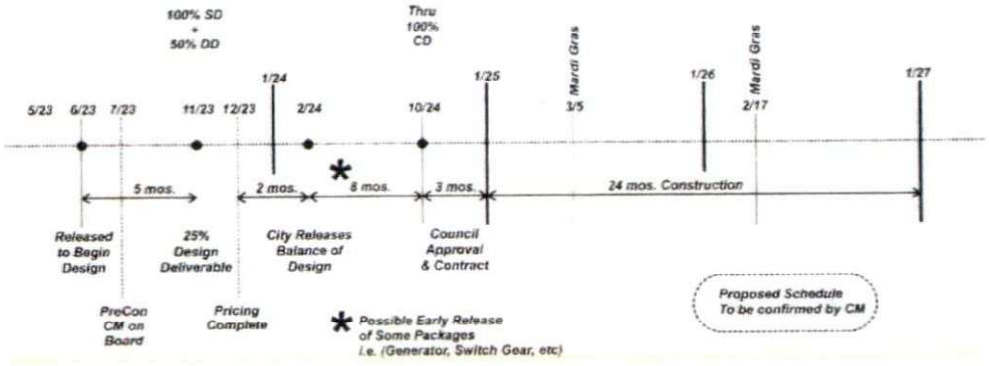
EXCLUDED SERVICES

- *Hazardous Materials Survey and/or Environmental Evaluation:* We have excluded the identification and/or remediation of hazardous materials. These services, if required, shall be performed by Owner under separate contract.
- *Zoning and Planning:* Our proposal does not include Work associated with Zoning Approvals, Development Plan Approvals, or similar regulatory processes. This service is not anticipated to be needed but it can be provided by GMC as additional service if desired.
- *Stormwater Permitting:* Our proposal does not include Stormwater Permitting. This service can be provided by GMC as additional service if needed
- *CEI Construction Engineering Inspection*
- *Other items identified as additional services below*

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PROJECT SCHEDULE

We approach each project with a professional level of diligence, and we strive to maintain our schedule commitments. The following table shall serve as an estimate of the durations we anticipate will be required to complete your project as defined herein.



C› COMPENSATION & FORM OF CONTRACT BASIC SERVICES FEES

We propose performing the work illustrated above under the "Scope of Services" section in accordance with the following:

- *Percentage of Construction (%C)* fees which are calculated as a fee percentage times the Construction Cost.

	FEE CALCULATION	ESTIMATED COST
Basic Services + Additional Services	$133,189,082 x 8.8% *(This fee percentage based upon Arena scope categorized as Group III and Theater Scope Categorized as Group IV + renovation factor of 1.25 + additional services required as outlined above)*	**$11,714,669.00**
Milestone 1	(100%) Schematic Design Package – 15% of Total Fee	$1,757,200.00
Milestone 2	(Thru 50%) Design Development Package - 10% of Total Fee	$1,171,467.00
	TOTAL THIS PROPOSAL	**$2,928,667.00**
	Below to be completed via Amendment	
Milestone 3	(thru 100%) Design Development Package – 10% of Total Fee	$1,171,467.00
Milestone 4	Construction Documents Package – 40% of Total Fee (By amendment)	$4,685,867.00
Milestone 5	Bidding (By Amendment) - 5% of Total Fee (By amendment)	$585,733.00
Milestone 6	Construction Administration - 19% of Total Fee (By amendment)	$2,225,787.00
Milestone 7	Closeout - 1% of Total Fee (By amendment)	$117,147.00
BASIC + ADDITIONAL SERVICES TOTAL FEE:		**$11,714,669.00**

REIMBURSABLE EXPENSES

Reimbursable Expenses are project related expenses that accrue over the course of design and construction phases of a project. We do not consider telephone charges (including long distance,) faxing, scanning, in-house small document copying, costs associated with e-mail correspondence or costs associated with maintaining our CAD software and systems as reimbursable expenses.

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The following expenses are reimbursable, and will be invoiced monthly as incurred at 1.15 times our cost:

- Printing/ mounting, shipping, and material costs including drawings for presentations, meetings, contractor pricing, permitting and discussion purposes.
- Out of town travel expenses, lodging, and meals directly associated with the project and incurred by our employees will be considered a reimbursable expense.
- Professional renderings or models requested by the Owner, outside of those included in the Scope of Services.

ADDITIONAL SERVICES

Additional services are services outside of the basic services scope noted above, or are special services requested by the Owner, or services that were not anticipated at the writing of this agreement. Should additional Services be required during this project, we will notify the Owner prior to commencing said work. Examples of Additional Services include floor plan modifications to the floor plan requested by the Owner, design modifications required by changes or varying interpretation of applicable Building Codes for the provided design. Approved Additional services of our Consultants will be invoiced at 1.15 times our cost.

The following additional services are being offered for consideration at the request of the owner for the above scope of work

HOURLY RATE SCHEDULE
GMC + POPULOUS

Principal:	$450.00/ hour
Executive VP / Senior VP	$325.00/ hour
Senior Professional [Architect, Engineer, Interior Designer, Scientist]:	$300.00/ hour
Professional II [Architect, Engineer, Interior Designer, Scientist]:	$225.00/ hour
Professional I [Architect, Engineer, Interior Designer, Scientist]:	$200.00/ hour
Intern II [Architect, Engineer, Interior Designer, Scientist]:	$130.00/ hour
Intern I [Architect, Engineer, Interior Designer, Scientist]:	$110.00/ hour
Technical III [Contract Spec, CADD Tech, Designer, Drafting, CA]	$140.00/ hour
Technical II [Contract Spec, CADD Tech, Designer, Drafting, CA]	$115.00/ hour
Technical I [Contract Spec, CADD Tech, Designer, Drafting, CA]	$95.00/ hour
Executive Administrative Assistant	$115.00/ hour
Administrative Assistant II:	$95.00/ hour
Administrative Assistant I:	75.00/ hour

Consultant Hourly Rates can be provided upon request

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PAYMENT TERMS

Professional services will be invoiced monthly in accordance with the status of the work. Payment is due 30 days from the invoice date, and is consider past-due thereafter. Past-due invoices will accrue interest at a rate of one percent (1%) per month.

LIABILITY INSURANCE

Goodwyn Mills & Cawood Inc. maintains Workmens' compensation, comprehensive commercial general liability, and professional liability (E&O) insurance coverage. A copy of our insurance certificate will be provided upon request

AGREED REMEDY

To the fullest extent permitted by law, the total liability, in the aggregate, of the Architect and Architect's officers, directors, employees, insurers, agents, and consultants to the Owner and anyone claiming by, through or under the Owner, for any and all injuries, claims, losses, expenses, or damages whatsoever arising out of or in any way related to the Architect's services, the Project or this Agreement, from any cause or causes whatsoever, including but not limited to, negligence, strict liability, breach of contract or breach of warranty shall not exceed the total compensation received by Architect under this Agreement.

WAIVER OF CONSEQUENTIAL DAMAGES

Neither the Owner nor the Architect shall be liable to the other or shall make any claim for any incidental, indirect or consequential damages arising out of, or connected in any way to the Project or this Agreement. This mutual waiver includes, but is not limited to, damages related to loss of use, loss of profits, loss of income, loss of reputation, unrealized savings or diminution of property value and shall apply to any cause of action including negligence, strict liability, breach of contract and breach of warranty.

FORM OF CONTRACT

We understand that the project will be constructed by a competent General Contractor selected by the Owner during the bidding phase. Based on this delivery method, we understand the *AIA standard Agreement between Owner and Architect* to serve as the basis of our agreement. Through the use of this state of Alabama standard document, the contract language and the details of the project delivery method shall be well coordinated.

Our fee structure is based on the use of the standard Alabama DCM language. Should the Owner require modification to the standard language which materially changes the Architect's scope of services, liability, or project related costs, we reserve the right to adjust the Basic Services fee structure proposed herein. It is our understanding that the City of Mobile shall prepare the contract for review.

We appreciate the opportunity to work with you over the course of this project, and trust our proposal is consistent with your expectations. Please feel free to contact me at your convenience to discuss the terms of this proposal and any questions or concerns you may have.

Sincerely:

POPULOUS Architects, P C

Jim Swords AIA
Principal

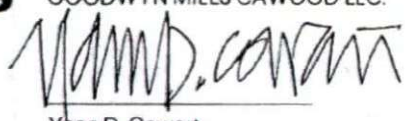
Accepted:

CITY OF MOBILE

Jim DeLapp,
Executive Director, Public Works
City of Mobile

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GOODWYN MILLS CAWOOD LLC.



Yann D. Cowart
Vice President, Sports Architecture
GMC Mobile

cc: Jim Walker - GMC
Chris Engle - GMC
Proposal File

OFFICE OF SUPPLIER DIVERSITY

CITY OF MOBILE

Subcontracting and Major Supplier Plan

Contact Office of Supplier Diversity for questions on completing this form.
Via email:Archnique.kidd@cityofmobile.org
251.208.7967
205 Government Street, 5th Floor

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

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

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

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

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

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

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

OFFICE OF SUPPLIER DIVERSITY

CITY OF MOBILE

Subcontracting and Major Supplier Plan

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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	Goodwyn Mills Cawood, LLC.
Address	11 N. Water Street, Suite 15250 Mobile, AL 36602
Telephone	251-460-4006
E-Mail	yann.cowart@gmcnetwork.com

RFP/RFQ Solicitation Number	
Project Description	Mobile Civic Center Improvements - Master Plan
Is your company a DBE company?	Yes ☐ No ☒
Work force demographics	Male X Female X Minority X Non-minority X SDVO _____ Total #of Employees 500

Subcontractor/Major Supplier Plan submitted by:

Printed Name: Yann D. Cowart

Signature: Yann D. Cowart Date: 5-24-2023

Title: Vice President

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

Name: Jim Walker Title: Vice President

Email: jim.walker@gmcnetwork.com Phone: 251-460-4006

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 GMC LLC Your Bid/Proposal Amount $ $2,928,667 Date:

5 / 24 / 2023 Description Architectural Design Services

Name of Bidder/Proposer: Jim Walker, AIA

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
GANT Group & Associates	251-377-8457	Architectural Design Services	TBD	7%+/-	Yes	
MBA Engineers Inc.	205-323-6385	Structural Design Services	TBD	3%+/-	Yes	
Camacho Associates Inc	(800) 849-0520	Kitchen Design Services	TBD	2%+/-	HBE/MBE	
Other - TBD				3%+/-	Yes	
TOTAL GOAL				**15%**		

NOTE: The above scope is for partial design and construction services. The other category allows GMC, as AOR, to identify scope that is in alignment as the project design develops

OFFICE OF SUPPLIER DIVERSITY

CITY OF MOBILE

Subcontracting and Major Supplier Plan

Form 2: Good Faith Effort Documentation

Name of Bidder: GMC LLC

Contact Person: Jim Walker, AIA Phone 251-460-4006 Email jim.walker@gmcnetwork.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.

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.

_____ 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

Goodwyn, Mills & Cawood, Inc.	
Entity ID Number	000 - 104 - 406
Entity Type	Domestic Corporation
Principal Address	MONTGOMERY, AL
Principal Mailing Address	Not Provided
Status	Exists
Place of Formation	Montgomery County
Formation Date	05/31/1985
Registered Agent Name	THACKSTON, GALEN
Registered Office Street Address	2660 EASTCHASE LANE STE 200 MONTGOMERY, AL 36117
Registered Office Mailing Address	PO BOX 242128 MONTGOMERY, AL 36124
Nature of Business	ENGINEERING
Capital Authorized	$500
Capital Paid In	---
Incorporators	
Incorporator Name	JOHNSON, D KYLE
Incorporator Street Address	Not Provided
Incorporator Mailing Address	Not Provided
Annual Reports	
Annual Report information is filed and maintained by the Alabama Department of Revenue. If you have questions about any of these filings, please contact Revenue's Business Privilege Tax Division at 334-242-1170 or www.revenue.alabama.gov. The Secretary of State's Office cannot answer questions about or make changes to these reports.	
Report Year	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 Capital Amounts Changed From	06/30/1997 $10,000 Authorized --- Paid In
Transaction Date Miscellaneous Filing Entry	12/29/1999 CANCELLATION OF REACQUIRED SHARES
Transaction Date Miscellaneous Filing Entry	03/20/2000 AMENDMENT FILED

Goodwyn, Mills & Cawood, Inc.	
Transaction Date Legal Name Merged	12/30/2002 Goodwyn, Mills & Cawood Environmental Consultants, Inc.
Transaction Date Miscellaneous Filing Entry	12/30/2002 MRG FILED THIS DATE EFFECTIVE 12/31/02@11:59P
Transaction Date Registered Agent Changed From	10/31/2005 MILLS, DONALD A B 125 INTERSTATE PARK DR MONTGOMERY, AL 36109
Transaction Date Agent Mailing Address Changed From	09/05/2018 * Added
Transaction Date Registered Agent Changed From	09/05/2018 CAWOOD, WILLIAM S 2660 EASTCHASE LANE STE 200 MONTGOMERY, AL 36117

Scanned Documents	
Purchase Document Copies	
Document Date / Type / Pages	05/31/1985 Certificate of Formation 5 pgs.
Document Date / Type / Pages	06/30/1997 Capital Amounts Change 4 pgs.
Document Date / Type / Pages	12/29/1999 Miscellaneous Entry 1 pg.
Document Date / Type / Pages	03/20/2000 Miscellaneous Entry 2 pgs.
Document Date / Type / Pages	12/30/2002 Merger 12 pgs.
Document Date / Type / Pages	10/31/2005 Registered Agent Change 1 pg.
Document Date / Type / Pages	09/05/2018 Registered Agent Change 2 pgs.

Browse Results | New Search

Information Required for the E-Verify Program **Information relating to your Company:**	
Company Name	Goodwyn Mills Cawood LLC
Company Facility Address	2660 EastChase Lane Suite 200 Montgomery, AL 36117
Company Alternate Address	P.O. Box 242128 Montgomery County, AL 36124
County or Parish	Montgomery
Employer Identification Number	85-4128572
North American Industry Classification Systems Code	Professional, Scientific, And Technical Services (541)
Parent Company	
Number of Employees	100 to 499
Number of Sites Verified for	23

If you have any questions, contact E-Verify at 1-888-464-4218.

Approved by:

Employer	
Name (Please Type or Print)	Title
Signature	Date
E-Verify Employer Agent SyncHR, Inc.	
Name (Please Type or Print) Kari Guthrie	Title
Signature Electronically Signed	Date January 06, 2022
Department of Homeland Security - Verification Division	
Name	Title
Signature	Date

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

Alabama	10
South Carolina	2
Tennessee	2
Georgia	5
Florida	3
Louisiana	1

Information relating to the Program Administrator(s) for your Company on policy questions or operational problems:

Name	Amanda Davis
Phone Number	(334) 271-3200 e xt. 201
Fax Number	
Email Address	amanda.davis@gmcnetwork.com

Name	Angela Miller
Phone Number	(334) 271-3200 e xt. 234
Fax Number	
Email Address	angelamiller@gmcnetwork.com

Client#: 4652 GOOMI

ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 5/22/2023

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

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

PRODUCER
Harmon Dennis Bradshaw, Inc.
334-273-7277
P.O. Box 241667
Montgomery, AL 36124

CONTACT NAME: Julie Faulkner
PHONE (A/C, No, Ext): 334 273-7277 FAX (A/C, No): 334-273-9197
E-MAIL ADDRESS: jfaulkner@hdbinsurance.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Arch Insurance Company	11150
INSURER B : Continental Insurance Company	35289
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED
Goodwyn Mills & Cawood, Inc.
Goodwyn Mills Cawood, LLC
PO Box 242128
Montgomery, AL 36124

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 CLAIMS-MADE X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY X PRO-JECT LOC OTHER:	X	X	ZAGLB9258000	03/03/2023	10/01/2023	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 $300,000 $10,000 $1,000,000 $2,000,000 $2,000,000 $
A	AUTOMOBILE LIABILITY X ANY AUTO OWNED AUTOS ONLY SCHEDULED AUTOS X HIRED AUTOS ONLY X NON-OWNED AUTOS ONLY	X	X	ZACAT9294200	03/03/2023	10/01/2023	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) $	$2,000,000 $ $ $ $
B	UMBRELLA LIAB X OCCUR X EXCESS LIAB CLAIMS-MADE DED X RETENTION $0	X	X	7036908331	03/03/2023	10/01/2023	EACH OCCURRENCE AGGREGATE $	$10,000,000 $ $
A	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	X	ZAWCI9750100	03/03/2023	10/01/2023	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

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Project: #CC-034-22, Mobile Civic Center Improvements Master Plan
City of Mobile is named as Additional Insured on the General Liability and Automobile Liability policies, on a primary and non-contributory basis, as their interest may appear regarding work performed or services provided by the named insured where required by written contract and subject to the policy terms and conditions. Waiver of Subrogation applies to the Additional Insured with respect to General Liability, Auto
(See Attached Descriptions)

CERTIFICATE HOLDER
City of Mobile
Architectural Engineering Department
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)

Liability and Workers Compensation where required by written contract. Umbrella Liability is follow form over General Liability, Auto Liability and Workers Compensation. 60 day Notice of Cancellation is provided per policy terms, conditions, and exclusion.

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 05/22/2023

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

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

PRODUCER	CONTACT NAME: Jackie Murk
RSC Insurance Brokerage, Inc. 109 Columbiana Road Birmingham AL 35209	PHONE (A/C, No, Ext): FAX (A/C, No): E-MAIL ADDRESS: jmurk@risk-strategies.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A: XL Specialty Insurance Company	37885
INSURER B:	
INSURER C:	
INSURER D:	
INSURER E:	
INSURER F:	

INSURED
Goodwyn Mills & Cawood, LLC
Goodwyn, Mills & Cawood, Inc.
P.O. Box 242128
Montgomery AL 36124

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	$
A	Professional Liability			DPR9995830	07/01/2022	07/01/2023	Each Claim	$1,000,000
							Aggregate	$2,000,000

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

Re: Project #CC-034-22, Mobile Civic Center – Improvements Master Plan.
A 30 Day Notice of Cancellation applies except in the case of non-payment of premium.

CERTIFICATE HOLDER

City of Mobile Architectural Engineering Department
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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R E S O L U T I O N

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

Adopted:

_____

City Clerk

NOTICE OF HEARING ON PROPOSED CERTIFICATE OF PUBLIC CONVENIENCE AND NECESSITY TO OPERATE A SEDAN SERVICE

Notice is hereby given that the City Council of Mobile, Alabama, proposes to consider the application of Charles H. Royal, II to operate a shuttle service in the City of Mobile. The adoption of such Certificate will be considered by the City Council in the Auditorium of the Mobile Government Plaza, located at 205 Government Street, Mobile, Alabama, on April 28, 2026, at 10:30 a.m. At such time and place, all persons who desire shall have an opportunity to be heard in opposition to or in favor of the proposed resolution.

Lisa C. Lambert
City Clerk

RESOLUTION

BE IT RESOLVED BY THE CITY COUNCIL OF MOBILE, ALABAMA, that pursuant to the provisions of Ordinance #59-073, 2005, that the application of Charles H. Royal for a Certificate of Public Convenience and Necessity to operate a shuttle service is hereby approved. A copy of said application is on file in the office of the City Clerk.

Adopted:

_____

City Clerk

APPLICATION FOR CERTIFICATE OF PUBLIC CONVENIENCE AND NECESSITY

The undersigned, Charles H Royal II, individually or on behalf of Henry Evan, LLC, hereby makes application for a Certificate of Public Convenience and Necessity to operate a public service vehicle(s) within the City of Mobile and submits the following facts in support of this application.

I. Certificate Information

Name of Person or Legal Entity seeking certificate:
Charles H Royal II

Mobile Business Address: 2695 Government Blvd Bldg B Mobile, AL 36606

Telephone: [redacted] Trade Name (d/b/a): Henry Evan, LLC

II. Business Information

A. If applicant is an individual (sole proprietor) please provide:

Birthdat[redacted]

Mobile Residence:
[redacted]
Address City State Zip code

Telephone Number: [redacted]

Residing in Mobile County: Years: 16 Months: 3

U.S. Citizenship: Yes X No

I attest, under penalty of perjury that I am:
X A citizen or national of the United States
_____ A lawful permanent resident
(Alien # A_____)
_____ an alien authorized to work until ____/____/____
(Alien # or Admission # _____)

B. If applicant is a legal entity, please provide:

Incorporated _____ State of Incorporation _____
Partnership _____ L.L.C. X Other: (please specify) _____

Business Address: 2695 Government Blvd Bldg B Mobile AL 36606

(If different from address provided in Part I)

C. Ownership Information – List all owners, stockholders, officers, directors, partners, members, and etc.

Name	Title	Address	Amount of Stock Held (if any)
[redacted]			

D. List all unpaid judgements against any person listed in Part II C, giving the names of persons against which such judgements are pending, the amount of all unpaid judgements, and the nature of the transactions or acts giving rise to the judgements:

Name	Date	Amount	Location	Disposition

Part III. Vehicle/Carriage Information:

Class of service to be furnished: (Check only one)

Taxicab ☐ Sedan ☐ Shuttle ☑ Horse Drawn Carriage ☐ Other ☑

Location of terminal/depot or stand & stables: _____

What will be your days and hours of operation? 24 hours

How many vehicles (carriages) do you intend to operate? 2

(Note: carriages are limited to a maximum of ten carriages)

Vehicle Description:

Make: _____ Year: _____ Model: _____
Make: _____ Year: _____ Model: _____
Make: _____ Year: _____ Model: _____
Make: _____ Year: _____ Model: _____

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

I hereby authorize the investigation of all statements contained in this application. I certify that:

1. I am the owner of the business listed herein or I am the duly authorized agent of such owner;

2. All of the foregoing statements are true and correct to the best of my knowledge;

3. I understand that the Certificate of Public Convenience and Necessity is subject to revocation if this document is falsified;

4. I have read and understand Chapter 59 of the Mobile City Code;

5. If granted a Certificate of Public Convenience and Necessity, I will fully comply with its provisions.

Applicant's Signature

NAME OF ENTITY:

Henry Evan, LLC

By: Charles H Royal II

Its CEO

SWORN TO AND SUBSCRIBED BEFORE ME THIS

1st **DAY OF** April, 20 26

Notary Public

JAMIE HEBERT
My Commission Expires
March 13, 2029

(Applicant; Present this form to the Police Records Division, 2460 Government Boulevard)

AUTHORIZATION FOR RELEASE OF POLICE RECORDS

Name: Charles Henry Royal II

Nickname(s) or Maiden Name:

Current Addres [redacted]

Previous Addre [redacted]

Personal Description:

Height: 5'11

Weight: 251

Hair Color: Black

Eye Color: Brown

Social Security Number [redacted]

I do hereby authorize any City, County, State or Federal Agency, Department or Bureau to release any information in their files under the above name. I understand and realize that the information so released may prove unfavorable to me. I agree to hold any source of information blameless for any error in reporting this information. I release all persons whomever from any liability arising out of or resulting from the release of this information.

Signature

4/1/2026

Date signed

(Applicant; Present this form to the Police Records Division, 2460 Government Boulevard)

BACKGROUND INFORMATION SHEET
CERTIFICATE OF PUBLIC CONVENIENCE AND NECESSITY

A Background Information Sheet must be completed for each person owning any interest in a taxicab/shuttle/limousine/carriage/charter/transportation business. Failure to complete such sheet for each owner listed will result in a delay of the approval process or possible denial of this application.

NAME: Charles H Royal II

Date of Birth: 04/14/1974 Social Security #: 420-15-7717

Present Address: 8650 Sable Court Semmes, AL 36575

Home Phone Number: 251-767-8725 Work Phone Number: _____

Attach a copy of your current driver's license to this sheet

Present Employer and Address: Royal Limousine, LLC

Present Position/Title: Owner

Judicial History:

List below if you have been convicted of a felony or a misdemeanor during the last 24 months; any Federal, State, or Local alcoholic beverage law; or have forfeited a cash bond to appear in court to answer charges for any such violation. Failure to properly list all convictions will result in denial of this application.

VIOLATION	JURISDICTION/COURT	DATE OF CASE	DISPOSITION

List all unpaid judgements pending, giving the names of persons against which such judgements are pending and the amount of all unpaid judgements.

Give nature of all transactions or acts giving rise to these judgements.

Give name and location of court in which judgements were entered and date entered.

I swear or affirm under the penalties of perjury that the above information is true and correct to the best of my knowledge and belief.

[signature] 4/1/2026

Signature **Date Signed**



NOT VALID WITHOUT EMBOSSED SEAL OF THE MOBILE POLICE DEPARTMENT

Personal Data Report

General Descriptors

Name:	ROYAL, CHARLES HENRY II		
Address:	[redacted]	**Nick Name:**	
Phone:			
Race:	B - BLACK/AFRICAN AMERICAN	**DOB:**	[redacted]
Sex:	M	**Age:**	51
Weight:	250	**Eyes:**	BROWN
Height:	5'11"	**Facial:**	
Hair:	BLACK	**Ethnic:**	NON HISPANIC/NON LATINO
Email1:			
Email2:			
Alt. Address:			
Danger Desc:			

Identifying Numbers

DL State: AL	[redacted]	**DL Type:** A	[redacted]
MID:	**FP:**	**DOC:**	
FBI:	**JRN:**	**SID:**	

A search of the files in the Records Unit of the Mobile Police Department on this subject indicates:
NO RECORD
CHECKED BY: Karen Adkins
DATE: 4/1/2026

NOTICE OF HEARING ON PROPOSED CERTIFICATE OF PUBLIC CONVENIENCE AND NECESSITY TO OPERATE A SHUTTLE SERVICE

Notice is hereby given that the City Council of Mobile, Alabama, proposes to consider the application of Charles H. Royal, II to operate a shuttle service in the City of Mobile. The adoption of such Certificate will be considered by the City Council in the Auditorium of the Mobile Government Plaza, located at 205 Government Street, Mobile, Alabama, on April 28, 2026, at 10:30 a.m. At such time and place, all persons who desire shall have an opportunity to be heard in opposition to or in favor of the proposed resolution.

Lisa C. Lambert
City Clerk

AGENDA ITEM SUMMARY SHEET

Agenda of: May 5, 2026

Submitted by:
Ricardo Woods, City Attorney

Sponsored by:
Spiro Cheriogotis, Mayor

Purpose and Scope of Project:
Authorize the Settlement Agreement and Release of Claims: Joiner

Amount of Contract:

Funding Source

ATTACHMENTS:
1. Resolutions Settlement. Joiner

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, that the City Attorney and the City Council Attorney, or their respective designees, be, and they hereby are, authorized to execute for and on behalf of the City of Mobile and the City Council of the City of Mobile, Alabama, the Settlement Agreement and Release of Claims arising out of the claims of Marcia Joiner, as outlined in the Settlement Agreement and Release of Claims. A copy of said settlement agreement is on file in the Office of the City Clerk.

Adopted:

_____

City Clerk

R E S O L U T I O N

Sponsored by: City Council

BE IT RESOLVED BY THE CITY COUNCIL OF MOBILE, ALABAMA, that the City Council concurs in the appointments of Dr. Valerie James and Denise Reimer to the Mobile County Board of Human Resources for terms ending September 30, 2032.

Adopted:

_____

City Clerk

CAPITAL CONTRACT SUMMARY SHEET

AGENDA ITEM SUMMARY SHEET

Agenda of: May 5, 2026

Submitted by:
Tiffany Hollins, Accountant III

Sponsored by:
Beau Fleming, Councilmember, District 5

Purpose and Scope of Project:
To transfer funds in the amount of $6,800.00 in Capital Project #D0017 Priority Proj/District 5, Capital Improvement Fund (2000) to Capital Project #E0043 Traffic Engr-Street Traffic Imprs, Capital Improvement Fund (2000), to purchase new street signs and stop signs within District 5, Kingswood Neighborhood.

Amount of Contract:

Funding Source
Capital Improvement Fund (2000)

ATTACHMENTS:
1. Resolution - D0014 to E0043 - Council Dist 5
2. Budget Transfer Request & Approval Letter_D0017-E0043_Council Dist 5

REVIEWERS:
Tiffany Hollins
Donna Bryars
Cherlina Monteiro
James Barber

R E S O L U T I O N

Sponsored by: Councilmember Beau Fleming

BE IT RESOLVED BY THE COUNCIL OF THE CITY OF MOBILE, **ALABAMA,** that the sum of $6,800.00 in Capital Project #D0017 Priority Proj/District 5 Capital in the Capital Improvement Fund (2000) be reallocated to Capital Project #E0043 Traffic Engr-Street Traffic Imprs, in the Capital Fund (2000). These funds will be used to purchase new street signs and stop signs within District 5, Kingswood Neighborhood.

ADOPTED:

_____

CITY CLERK

BUDGET TRANSFER REQUEST FORM

CITY OF MOBILE

TO FINANCE DEPT. 2500- FROM _____ DEPT. _____

DATE OF REQUEST: 04/30/2026

BUDGET TRANSFER: ☐(from one project to another)

DISTRICT#: 5

REQUEST: Please transfer $ 6,800.00

FROM CAPITAL PROJECT#: D0017

CAPITAL PROJECT NAME: PRIORITY PROJ/DISTRICT 5 CAPITAL

DEPT. PROJECT#: N/A

TO CAPITAL PROJECT#: E0043

PROJECT NAME: TRAFFIC ENGR-STREET TRAFFIC IMPRS

DEPT. PROJECT#: N/A

Tiffany Hollins

Employee signature

Approval Letter Attached

Approval signature

Created by B. Rhodes 3/15/2022

OFFICE OF THE CITY COUNCIL

COUNCIL MEMBERS
C.J. SMALL
PRESIDENT - DISTRICT 3
GINA GREGORY
VICE PRESIDENT - DISTRICT 7
CORY PENN
DISTRICT 1
WILLIAM CARROLL
DISTRICT 2
BEN REYNOLDS
DISTRICT 4
JOEL DAVES
DISTRICT 5
JOSH WOODS
DISTRICT 6

CITY CLERK
LISA C. LAMBERT

April 29, 2026

Honorable Spiro N. Cheriogotis
Mayor
City of Mobile

Dear Mayor Cheriogotis:

Please disburse $6,800.00 from District 5's CAPITAL Discretionary Funds to the Kingswood Neighborhood Association to be used for purchasing new street signs and stop signs in the neighborhood.

Thank you for your attention to this matter.

Sincerely,

Robert Beau Fleming, III
Council District 5

RBF/lp

cc: Logan Gewin, Jr.
Donna Bryars
Tiffany Hollins
Brenda Rhodes
Jonathan Maples
Robert Shreve
Lisa C. Lambert
Lana Pafenbach
Tiereney Leverette
Pavonia Boxley
Karen Williamson
Brandi Montgomery
Lisa Roberts
Kathy Scott

P.O. BOX 1827 • MOBILE, ALABAMA 36633-1827 • PHONE (251) 208-7411 • FAX (251) 208-7482

RESOLUTION

Sponsored by: CORY PENN – District 1

WHEREAS, under the provisions of Chapter 52, Article II of the Mobile City Code, Abatement of Unsafe Buildings and Structural Nuisances "adopted December 5, 2017, the accessory structure at **2814 COTTAGE HILL ROAD** has been found by the Code Official of the City of Mobile to be dangerous and unsafe to the extent that it is a public nuisance;

WHEREAS, the Code Official has identified the following factors, in accordance with ***Section 4, Subsection 5*** of Article II of Chapter 52, in support of the determination that the structure is dangerous and unsafe to the extent that it is a public nuisance: ***Nuisance Abatement Inspection Checklist/Exhibit A - No.3,4,5,6, 7,8 and 15;*** *and*

WHEREAS, the Mobile City Council has held a public hearing to determine whether said structure constitutes a public nuisance;

NOW, THEREFORE, BASED UPON THE EVIDENCE PRESENTED, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MOBILE that the structure at **2814 COTTAGE HILL ROAD** described as:

LOTS 1, 2 & 3 PENNINGTON WOODS SUB MBK 18 P 99 #SEC 30 T4S R1W #MP29 09 30 1 000

Parcel Number: 29 09 30 1 000 117

Last Assessed to: DAVIS OVERSEER REGINALD & LA TANJA AYERS-DAVIS

is found and determined by the Mobile City Council to be dangerous and unsafe to the extent that it is a public nuisance and a blighted property, and it is hereby ordered that said structure be ***demolish*** in accordance with the terms of said Chapter 52, Article II of the Mobile City Code, "Abatement of Unsafe Buildings and Structural Nuisances."

BE IT FURTHER RESOLVED the City Clerk of the City shall mail a certified copy of this resolution by registered or certified mail to the interested persons listed above, and a certified copy of this resolution shall be published in the manner and as prescribed for the publication of municipal ordinances, and a certified copy of this resolution shall also be filed in the Office of the Judge of Probate of Mobile County, Alabama.

Adopted:

_____

City Clerk

City of Mobile
Blight Survey –Re-Check

Report Date -

Property Address

2814 COTTAGE HILL ROAD

Property Details			
Parcel Key		Local Historic Registry	N
Status	Scored	National Historic Registry	N
Blight Zone	YES	Central Business District	N
Structure Type	R		

Survey Results			
Danger to Adjoin Property	N	Tax Delinquent	N
Danger to Public ROW	N	Code Violations	Y
Danger to Human/Life/Health	N	Utilities Disconnected	Y
Contributing Structure	N	Water Penetrating Structure	Y
Vacant	Y	Fire Damage	N
Open Bldg Permits	N	Roof Damage	Y
Bldg Open To Public	Y	Wall Compromised	Y
Proximity to Blight	Y	Foundation Compromised	Y
Survey Date	11/25/2025	Comments	

Property Score			
Score	83	Score Description	DEMO

REVIEW COMMITTEE

SECURE ☐

DEMOLITION ☒

APPROVAL DATE 1-12-26

Voted 3-0-1 for Demolition

MUNICIPAL ENFORCEMENT DIVISION

APRIL 28, 2026

MOBILE
ALABAMA

TO: Lisa Lambert, City Clerk

FR: Gary Jackson, Deputy Director
Municipal Enforcement

RE: Nuisance Abatement Hearing Request

Please place the following notice on the City Council agenda for **Tuesday, MAY 5, 2026.**

A PUBLIC HEARING TO DETERMINE IF THE PROPERTY LOCATED AT **2814 COTTAGE HILL ROAD.** OWNED BY OR MAY HAVE AN INTEREST**: DAVIS OVERSEER REGINALD & LA TANJA AYERS-DAVIS** IS A PUBLIC NUISANCE AS SET FORTH BY ORDINANCE NO.11-085, ARTICLE 5, NOVEMBER 26, 2002, ENTITLED "NUISANCE ABATEMENT". (See attached worksheet for all other name and addresses from Real Estate)

PARCEL NUMBER: 29 09 30 1 000 117
COUNCIL DISTRICT 1 – CORY PENN
LEGAL DESCRIPTION: LOTS 1, 2 & 3 PENNINGTON WOODS SUB MBK 18 P 99 #SEC 30 T4S R1W #MP29 09 30 1 000
GJ/WA

NUISANCE ABATEMENT INSPECTION CHECKLIST

MEO: M. Davis **Date:** 03/09/2026

Property Address: 2814 Cottage Hill Road **District No:** 1

☐1. The nominal strength of any structural member is exceeded by nominal loads, the load effects or the required strength.

☐2. The anchorage of the floor or roof to walls or columns, and of walls and columns to foundations is not capable of resisting all nominal loads or load effects.

☒3. Structures or components thereof that have reached their limit state.

☒4. Siding and masonry joints including joints between the building envelope and the perimeter of windows, doors and skylights are not maintained, weather resistant or water tight.

☒5. Structural members that have evidence of deterioration or that are not capable of safely supporting all nominal loads and load effects.

☒6. Foundation systems that are not firmly supported by footings, are not plumb and free from open cracks and breaks, are not properly anchored or are not capable of supporting all nominal loads and resisting all load effects.

☒7. Exterior walls that are not anchored to supporting and supported elements or are not plumb and free of holes, cracks or breaks and loose or rotting materials, are not properly anchored or are not capable of supporting all nominal loads and resisting all load effects.

☒8. Roofing or roofing components that have defects that admit rain, roof surfaces with inadequate drainage, or any portion of the roof framing that is not in good repair with signs of deterioration, fatigue or without proper anchorage and incapable of supporting all nominal loads and resisting all load effects.

☐9. Flooring and flooring components with defects that affect serviceability or flooring components that show signs of deterioration or fatigue, are not properly anchored or are incapable of supporting all nominal loads and resisting all load effects.

☐10. Veneer, cornices, belt courses, corbels, trim, wall facings and similar decorative features not properly anchored or that are anchored with connections not capable of supporting all nominal loads and resisting all load effects.

☐11. Overhang extensions or projections including, but not limited to, trash chutes, canopies, marquees, signs, awnings, fire escapes, standpipes and exhaust ducts not properly anchored or that are anchored with connections not capable of supporting all nominal loads and resisting all load effects.

☐12. Exterior stairs, decks, porches, balconies and all similar appurtenances attached thereto, including guards and handrails, are not structurally sound, not properly anchored or that are anchored with connections not capable of supporting all nominal loads and resisting all load effects; or

☐13. Chimneys, cooling towers, smokestacks and similar appurtenances not structurally sound or not properly anchored, or that are anchored with connections not capable of supporting all nominal loads and resisting all load effects.

☐14. Protective treatment of all exterior surfaces, including but not limited to, doors, door and window frames, cornices, porches, trim, balconies, decks and fences, shall be maintained in good condition. Exterior surfaces, other than decay-resistant woods, shall be protected from the elements and decay by painting or other protective covering or treatment.

☒15. Yard is overgrown with weeds and/or covered with litter, debris and junk.


APR 27 2026 09:44


APR 27 2026 09:49


APR 27 2026 09:51


APR 27 2026 09:51


APR 27 2026 09:45


APR 27 2026 09:45


APR 27 2026 09:46


APR 27 2026 09:47


APR 27 2026 09:47


APR 27 2026 09:47


APR 27 2026 09:47

Affidavit of Mailed Notice

APRIL 28, 2026

State of Alabama
County of Mobile

Subject Property – 2814 COTTAGE HILL ROAD.

My name and official title Gary Jackson, Deputy Director of Municipal Enforcement, Property Maintenance Code Official, City of Mobile. My mailing address is P.O. Box 1827, Mobile AL 36633. I can be reached at the phone number 251-208-1540 or by email address gary.jackson@cityofmobile.gov.

I affirm that Written Notice as required by City Code section 52-27 (d) (1), Notice from Code Official of Unsafe Condition, has been sent to all **3** parties identified by the attached Nuisance Abatement Worksheet, created by the City of Mobile Real Estate Department. The attached Nuisance Abatement Worksheet identifies parties of Interest where Notice to Remedy Dangerous/Unsafe condition was mailed by Certified and First Class mail.

City Code 52-27, (d) The code official shall give the notice required by subsection (a) of this section by all of the following means:

(1) By certified or registered mail, properly addressed and postage prepaid, to all of the following persons or entities:

a. The person or persons, firm, association, or corporation last assessing the property for state taxes to the address on file in the county tax collector's office;

b. The record property owner or owners (including any owner or owners of an interest in the property) as shown from a search of the records of the office of the judge of probate of the county at the owner or owners' last known address and at the address of the subject property;

c. All mortgagees of record as shown from a search of the records of the office of the judge of probate of the county to the address set forth in the mortgage or, if no address for the mortgagee is set forth in the mortgage, to the address determined to be the correct address by the code official;

d. All lien holders of record as shown from a search of the records of the office of the judge of probate of the county to the address set forth in the statement of lien or, if no address for the lien holder is set forth in the statement of lien, to the address determined to be the correct address by the code official; and

e. Any person who is otherwise known to the city clerk or to the code official to have an interest in the property;

I hereby state that the information above is true, to the best of my knowledge. I also confirm that the information here is both accurate and complete, and relevant information has not been omitted.

Gary Jackson,
Deputy Director Municipal Enforcement

Notice to Remedy Dangerous/Unsafe or Blighted Structure
Municipal Enforcement

MOBILE
ALABAMA

Overseer Reginald Davis
2814 Cottage Hill Road
Mobile AL 36606-4712

March 12, 2026

RE: 2814 Cottage Hill Road
Project Number: ME-010-26

Dear Overseer Reginald Davis:

On March 9, 2026 an inspection was made by Miranda Davis, Municipal Enforcement Officer II, at the property known as 2814 Cottage Hill Road.

I. **PROPERTY** The legal description of the Property is as follows:

LOTS 1, 2 & 3 PENNINGTON WOODS SUB MBK 18 P 99 #SEC 30 T4S R1W #MP29 09 30 1 000

Parcel Number: 29 09 30 1 000 117

II. **VIOLATIONS** At this location, the Municipal Enforcement Officer observed the following:

☒ part of a building, part of a structure, party wall or foundation in a dangerous and unsafe condition;
☒ high weeds and grass; and/or
☒ an accumulation of trash and debris.

The Property was found to be in violation of the following sections of Chapter 52, Article II "Abatement of Unsafe Buildings and Structural Nuisances" of the Municipal Code of the City of Mobile, which reads as follows:

> **Section 4. Dangerous and Unsafe Buildings Defined.** Properties containing any building, structure, part of building, part of a structure, party wall, or foundation which has any of the following defects shall be deemed dangerous and unsafe:
>
> ☒ **Sub-section:** (3) Those properties with any portion of a building, structure or appurtenance that has been damaged by fire,

earthquake, wind, flood, deterioration, neglect, abandonment, vandalism or by any other cause to such an extent that it is likely to partially or completely collapse, or to become detached or dislodged;

(5) Those properties where the building or structure, or part of the building or structure, because of dilapidation, deterioration, decay, faulty construction, the removal or movement of some portion of the ground necessary for the support, or for any other reason, is likely to partially or completely collapse, or some portion of the foundation or underpinning of the building or structure is likely to fail or give way;

(6) Those properties where the building or structure, or any portion thereof, is clearly unsafe for its use and occupancy;

(7) Those properties where the building or structure is neglected, damaged, dilapidated, unsecured or abandoned so as to become an attractive nuisance to children who might play in the building or structure to their danger, becomes a harbor for vagrants, criminals or immoral persons, or enables persons to resort to the building or structure for committing a nuisance or an unlawful act;

Please see the attached Exhibit A, entitled Nuisance Abatement Inspection Checklist, for detailed violations specific to the Property

III. **REMEDIES** Due to the violations, you, as the Owner of the Property, are directed to take the following actions necessary to remedy the unsafe or dangerous condition of the building or structure:

a) Repair the structures / and or building by **April 26, 2026,** which is 45 days from the date of this NOTICE; OR,
b) If the specified repairs or improvements cannot be accomplished by **April 26, 2026,** provide the Code Official with a work plan to accomplish the repairs by **April 26, 2026,** which shall be subject to the approval of the code official; OR, Demolish the building, structure, part of building or structure, party wall, or foundation by **April 26, 2026,** which is 45 days from the date of this NOTICE.

All repair / demolition work requires a permit from the City of Mobile.

IV. **NOTICE is hereby given that on May 5, 2026 at 10:30 a.m., a hearing will be held before the City Council of Mobile, Alabama,** in order to determine and declare the building or structure a public nuisance. You may appear and provide any objections as to why you believe the property is not a public nuisance. The hearing will occur in the Auditorium of

Mobile Government Plaza, located at 205 Government Street, Mobile, AL 36602. Upon holding the hearing, the city council shall determine whether or not the building or structure is unsafe to the extent that it is a public nuisance and order it be:

☒ Repaired; or,
☒ Demolished

VI. **APPEAL** An Owner or any person aggrieved by the decision of the City Council at the hearing may, within ten (10) days thereafter, appeal to the Circuit Court of Mobile County upon filing with the clerk of the Circuit Court of Mobile County, notice of the appeal and bond for security of costs in the form and amount to be approved by the circuit clerk.

VII. **MUNICIPAL ACTION** Upon the determination that the Property is a public nuisance, and if an appeal has not been taken to the Circuit Court, failure by the Owner to repair, submit an approved work plan, or demolish the Property shall result in demolition or repair by the City. The cost of the demolition or repairs shall be assessed against the Property.

VIII. **LIEN** If the repairs or the demolition are accomplished by the City, the cost to do so shall result in a municipal lien in the amount of the same being assessed against the Property and lien being recorded in the Office of the Probate Judge of Mobile County (a/k/a Probate Court Records).

IX. **FORECLOSURE AND SALE** Six months following the date upon which a municipal code lien has been recorded, if the lien remains unpaid, the City may commence a judicial in rem foreclosure and sale of the property in accordance with Code of Alabama, Section 11-40-60, et. seq. (1975), and as authorized by the City of Mobile Code, Article V, Chapter 52. The lien foreclosure and subsequent sale of the Property may extinguish any and all rights, title and interest an Owner or any other interested party has in the Property.

If you have any questions, please contact Miranda Davis, Municipal Enforcement Officer II at (251) 208-1538.

Respectfully,

Gary Jackson
Municipal Enforcement Deputy Director

NUISANCE ABATEMENT WORKSHEET

RE: 2814 Cottage Hill Road Date: February 24, 2026

FROM: Ashley Parker, Real Estate Dept.

TO: Municipal Enforcement Division

Title Report effective date: February 23, 2026

Per the Title Report, the owner is: Overseer Reginald Davis and La Tanja Ayers-Davis

Notes: La Tanja Ayers-Davis, spouse of Reginald Davis, is deceased as of 02/12/2025.
The quit claim deed was dated 2/20/2024 but not recorded until the day La Tanja Ayers-Davis died.

SEND NOTICES of nuisance abatement proceedings to the following parties:

	RECIPIENTS	NOTES
1	Overseer Reginald Davis 2814 Cottage Hill Rd Mobile AL 36606-4712	Subject/location address – Lexis address good 2015
2	Overseer Reginald Davis 1315 Springville Rd Birmingham AL 35215-6503	Owner – Lexis address good 1/2026 -Phone numbers are 251-753-7131, 205-585-0456 and 251-623-0434

TAX STATUS: 2023 & 2024 TAX YEARS WERE SOLD IN THE LIEN SALE – 2025 TAXES ARE DELINQUENT AND DUE BY MAY 2026 OR WILL SELL AGAIN IN THE TAX LIEN SALE

3	Mr. Jean Marc Prescott 4744 Peach Tree Rd Thomasville AL 36784	2023 & 2024 Tax lien holder – Phone numbers are 334-636-0017 and 334-830-0258 good 2026

Parties with recorded liens per Title Report: NONE

Open Mortgages: NONE

Lis Pendens: NONE

RESOLUTION

Sponsored by: SAMATHA INGRAM – District 2

WHEREAS, under the provisions of Chapter 52, Article II of the Mobile City Code, Abatement of Unsafe Buildings and Structural Nuisances "adopted December 5, 2017, the accessory structure at **251 RYLANDS STREET** has been found by the Code Official of the City of Mobile to be dangerous and unsafe to the extent that it is a public nuisance;

WHEREAS, the Code Official has identified the following factors, in accordance with ***Section 4, Subsection 5*** of Article II of Chapter 52, in support of the determination that the structure is dangerous and unsafe to the extent that it is a public nuisance: ***Nuisance Abatement Inspection Checklist/Exhibit A - No.1,3,4,5,6, 7,8 and 15;*** *and*.

WHEREAS, the Mobile City Council has held a public hearing to determine whether said structure constitutes a public nuisance;

NOW, THEREFORE, BASED UPON THE EVIDENCE PRESENTED, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MOBILE that the structure at **251 RYLANDS STREET** described as:

BEG AT NW COR OF CONGRESS & RYLANDS STS RUN THEN NLY ALG W/L OF RYLANDS ST 179.3 FT(D) 191 FT(S) TO PT THEN WLY AT RT ANGS WITH RYLANDS ST 157.81 FT TO PT THEN SLY & PAR WITH RYLANDS ST 40 FT TO PT WHICH IS 120 FT FROM CONGRESS ST THEN ELY & PAR WITH CONGRESS ST 80 FT THEN SLY & PAR WITH RYLANDS ST 120 FT TO N/L OF CONGRESS ST THEN ELY 80 FT TO PL OF BEG & BEING LOTS 1 & 2 LOT 21 IN BLK 6 OF LEXINGTON HGTS DBK 70 PG 126 #SEC 25 T4S R1W #MP29 07 25 0 005

Parcel Number: 29 07 25 0 005 015

Last Assessed to: COAXUM JARRID

is found and determined by the Mobile City Council to be dangerous and unsafe to the extent that it is a public nuisance and a blighted property, and it is hereby ordered that said structure be ***demolish*** in accordance with the terms of said Chapter 52, Article II of the Mobile City Code, "Abatement of Unsafe Buildings and Structural Nuisances."

BE IT FURTHER RESOLVED the City Clerk of the City shall mail a certified copy of this resolution by registered or certified mail to the interested persons listed above, and a certified copy of this resolution shall be published in the manner and as prescribed for the publication of municipal ordinances, and a certified copy of this resolution shall also be filed in the Office of the Judge of Probate of Mobile County, Alabama.

Adopted:

_____

City Clerk

MUNICIPAL ENFORCEMENT DIVISION

APRIL 28, 2026

MOBILE
ALABAMA

TO: Lisa Lambert, City Clerk

FR: Gary Jackson, Deputy Director
Municipal Enforcement

RE: Nuisance Abatement Hearing Request

Please place the following notice on the City Council agenda for **Tuesday, MAY 5, 2026.**

A PUBLIC HEARING TO DETERMINE IF THE PROPERTY LOCATED AT **251 RYLANDS STREET.** OWNED BY OR MAY HAVE AN INTEREST**: COAXUM JARRID** IS A PUBLIC NUISANCE AS SET FORTH BY ORDINANCE NO.11-085, ARTICLE 5, NOVEMBER 26, 2002, ENTITLED "NUISANCE ABATEMENT". (See attached worksheet for all other name and addresses from Real Estate)

PARCEL NUMBER: 29 07 25 0 005 015
COUNCIL DISTRICT 2 – SMANTHA INGRAM
LEGAL DESCRIPTION: BEG AT NW COR OF CONGRESS & RYLANDS STS RUN THEN NLY ALG W/L OF RYLANDS ST 179.3 FT(D) 191 FT(S) TO PT THEN WLY AT RT ANGS WITH RYLANDS ST 157.81 FT TO PT THEN SLY & PAR WITH RYLANDS ST 40 FT TO PT WHICH IS 120 FT FROM CONGRESS ST THEN ELY & PAR WITH CONGRESS ST 80 FT THEN SLY & PAR WITH RYLANDS ST 120 FT TO N/L OF CONGRESS ST THEN ELY 80 FT TO PL OF BEG & BEING LOTS 1 & 2 LOT 21 IN BLK 6 OF LEXINGTON HGTS DBK 70 PG 126 #SEC 25 T4S R1W #MP29 07 25 0 005
GJ/WA

City of Mobile
Blight Survey –Re-Check

Report Date -

Property Address

251 RYLANDS STREET

Property Details			
Parcel Key		Local Historic Registry	N
Status	Scored	National Historic Registry	N
Blight Zone	YES	Central Business District	N
Structure Type	R		

Survey Results			
Danger to Adjoin Property	N	Tax Delinquent	N
Danger to Public ROW	N	Code Violations	Y
Danger to Human/Life/Health	N	Utilities Disconnected	Y
Contributing Structure	N	Water Penetrating Structure	Y
Vacant	Y	Fire Damage	N
Open Bldg Permits	N	Roof Damage	Y
Bldg Open To Public	Y	Wall Compromised	Y
Proximity to Blight	Y	Foundation Compromised	Y
Survey Date	02/19/2026	Comments	

Property Score			
Score	83	Score Description	DEMO

REVIEW COMMITTEE

SECURE ☐

DEMOLITION ☑

APPROVAL DATE 3-2-26

Vote 5 to 0 for Demolition

NUISANCE ABATEMENT INSPECTION CHECKLIST

MEO: M. Davis **Date:** 03/09/2026

Property Address: 251 Rylands Street **District No:** 2

☒1. The nominal strength of any structural member is exceeded by nominal loads, the load effects or the required strength.

☐2. The anchorage of the floor or roof to walls or columns, and of walls and columns to foundations is not capable of resisting all nominal loads or load effects.

☒3. Structures or components thereof that have reached their limit state.

☒4. Siding and masonry joints including joints between the building envelope and the perimeter of windows, doors and skylights are not maintained, weather resistant or water tight.

☒5. Structural members that have evidence of deterioration or that are not capable of safely supporting all nominal loads and load effects.

☒6. Foundation systems that are not firmly supported by footings, are not plumb and free from open cracks and breaks, are not properly anchored or are not capable of supporting all nominal loads and resisting all load effects.

☒7. Exterior walls that are not anchored to supporting and supported elements or are not plumb and free of holes, cracks or breaks and loose or rotting materials, are not properly anchored or are not capable of supporting all nominal loads and resisting all load effects.

☒8. Roofing or roofing components that have defects that admit rain, roof surfaces with inadequate drainage, or any portion of the roof framing that is not in good repair with signs of deterioration, fatigue or without proper anchorage and incapable of supporting all nominal loads and resisting all load effects.

☐9. Flooring and flooring components with defects that affect serviceability or flooring components that show signs of deterioration or fatigue, are not properly anchored or are incapable of supporting all nominal loads and resisting all load effects.

☐10. Veneer, cornices, belt courses, corbels, trim, wall facings and similar decorative features not properly anchored or that are anchored with connections not capable of supporting all nominal loads and resisting all load effects.

☐11. Overhang extensions or projections including, but not limited to, trash chutes, canopies, marquees, signs, awnings, fire escapes, standpipes and exhaust ducts not properly anchored or that are anchored with connections not capable of supporting all nominal loads and resisting all load effects.

☐12. Exterior stairs, decks, porches, balconies and all similar appurtenances attached thereto, including guards and handrails, are not structurally sound, not properly anchored or that are anchored with connections not capable of supporting all nominal loads and resisting all load effects; or

☐13. Chimneys, cooling towers, smokestacks and similar appurtenances not structurally sound or not properly anchored, or that are anchored with connections not capable of supporting all nominal loads and resisting all load effects.

☐14. Protective treatment of all exterior surfaces, including but not limited to, doors, door and window frames, cornices, porches, trim, balconies, decks and fences, shall be maintained in good condition. Exterior surfaces, other than decay-resistant woods, shall be protected from the elements and decay by painting or other protective covering or treatment.

☒15. Yard is overgrown with weeds and/or covered with litter, debris and junk.


APR 24 2026


APR 24 2026


APR 24 2026

Affidavit of Mailed Notice

APRIL 28, 2026

State of Alabama
County of Mobile

Subject Property – 251 RYLANDS STREET.

My name and official title Gary Jackson, Deputy Director of Municipal Enforcement, Property Maintenance Code Official, City of Mobile. My mailing address is P.O. Box 1827, Mobile AL 36633. I can be reached at the phone number 251-208-1540 or by email address gary.jackson@cityofmobile.gov.

I affirm that Written Notice as required by City Code section 52-27 (d) (1), Notice from Code Official of Unsafe Condition, has been sent to all **12** parties identified by the attached Nuisance Abatement Worksheet, created by the City of Mobile Real Estate Department. The attached Nuisance Abatement Worksheet identifies parties of Interest where Notice to Remedy Dangerous/Unsafe condition was mailed by Certified and First Class mail.

City Code 52-27, (d) The code official shall give the notice required by subsection (a) of this section by all of the following means:

(1) By certified or registered mail, properly addressed and postage prepaid, to all of the following persons or entities:

a. The person or persons, firm, association, or corporation last assessing the property for state taxes to the address on file in the county tax collector's office;

b. The record property owner or owners (including any owner or owners of an interest in the property) as shown from a search of the records of the office of the judge of probate of the county at the owner or owners' last known address and at the address of the subject property;

c. All mortgagees of record as shown from a search of the records of the office of the judge of probate of the county to the address set forth in the mortgage or, if no address for the mortgagee is set forth in the mortgage, to the address determined to be the correct address by the code official;

d. All lien holders of record as shown from a search of the records of the office of the judge of probate of the county to the address set forth in the statement of lien or, if no address for the lien holder is set forth in the statement of lien, to the address determined to be the correct address by the code official; and

e. Any person who is otherwise known to the city clerk or to the code official to have an interest in the property;

I hereby state that the information above is true, to the best of my knowledge. I also confirm that the information here is both accurate and complete, and relevant information has not been omitted.

Gary Jackson,
Deputy Director Municipal Enforcement

Notice to Remedy Dangerous/Unsafe or Blighted Structure
Municipal Enforcement

MOBILE
ALABAMA

Antonio C. Petite
257 Rylands Street
Mobile AL 36603-5417

March 12, 2026

RE: 251 Rylands Street
Project Number: ME-015-26

Dear Antonio C. Petite:

On March 5, 2026 an inspection was made by Miranda Davis, Municipal Enforcement Officer II, at the property known as 251 Rylands Street.

I. **PROPERTY** The legal description of the Property is as follows:

BEG AT NW COR OF CONGRESS & RYLANDS STS RUN THEN NLY ALG W/L OF RYLANDS ST 179.3 FT(D) 191 FT(S) TO PT THEN WLY AT RT ANGS WITH RYLANDS ST 157.81 FT TO PT THEN SLY & PAR WITH RYLANDS ST 40 FT TO PT WHICH IS 120 FT FROM CONGRESS ST THEN ELY & PAR WITH CONGRESS ST 80 FT THEN SLY & PAR WITH RYLANDS ST 120 FT TO N/L OF CONGRESS ST THEN ELY 80 FT TO PL OF BEG & BEING LOTS 1 & 2 LOT 21 IN BLK 6 OF LEXINGTON HGTS DBK 70 PG 126 #SEC 25 T4S R1W #MP29 07 25 0 005

Parcel Number: 29 07 25 0 005 015

II. **VIOLATIONS** At this location, the Municipal Enforcement Officer observed the following:

☒ part of a building, part of a structure, party wall or foundation in a dangerous and unsafe condition;
☒ high weeds and grass; and/or
☒ an accumulation of trash and debris.

The Property was found to be in violation of the following sections of Chapter 52, Article II "Abatement of Unsafe Buildings and Structural Nuisances" of the Municipal Code of the City of Mobile, which reads as follows:

Section 4. Dangerous and Unsafe Buildings Defined. Properties containing any building, structure, part of building, part of a structure, party wall, or foundation which has any of the following defects shall be deemed dangerous and unsafe:

☒ **Sub-section:** (3) Those properties with any portion of a building, structure or appurtenance that has been damaged by fire, earthquake, wind, flood, deterioration, neglect, abandonment, vandalism or by any other cause to such an extent that it is likely to partially or completely collapse, or to become detached or dislodged;

(5) Those properties where the building or structure, or part of the building or structure, because of dilapidation, deterioration, decay, faulty construction, the removal or movement of some portion of the ground necessary for the support, or for any other reason, is likely to partially or completely collapse, or some portion of the foundation or underpinning of the building or structure is likely to fail or give way;

(6) Those properties where the building or structure, or any portion thereof, is clearly unsafe for its use and occupancy;

(7) Those properties where the building or structure is neglected, damaged, dilapidated, unsecured or abandoned so as to become an attractive nuisance to children who might play in the building or structure to their danger, becomes a harbor for vagrants, criminals or immoral persons, or enables persons to resort to the building or structure for committing a nuisance or an unlawful act;

Please see the attached Exhibit A, entitled Nuisance Abatement Inspection Checklist, for detailed violations specific to the Property

III. **REMEDIES** Due to the violations, you, as the Owner of the Property, are directed to take the following actions necessary to remedy the unsafe or dangerous condition of the building or structure:

a) Repair the structures / and or building by **April 26,2026,** which is 45 days from the date of this NOTICE; OR,
b) If the specified repairs or improvements cannot be accomplished by **April 26, 2026,** provide the Code Official with a work plan to accomplish the repairs by **April 26, 2026,** which shall be subject to the approval of the code official; OR, Demolish the building, structure, part of building or structure, party wall, or foundation by **April 26, 2026,** which is 45 days from the date of this NOTICE.

All repair / demolition work requires a permit from the City of Mobile.

IV. **NOTICE is hereby given that on May 5, 2026 at 10:30 a.m., a hearing will be held before the City Council of Mobile, Alabama**, in order to determine and declare the building or structure a public nuisance. You may appear and provide any objections as to why you believe the property is not a public nuisance. The hearing will occur in the Auditorium of Mobile Government Plaza, located at 205 Government Street, Mobile, AL 36602. Upon holding the hearing, the city council shall determine whether or not the building or structure is unsafe to the extent that it is a public nuisance and order it be:

☒ Repaired; or,
☒ Demolished

VI. **APPEAL** An Owner or any person aggrieved by the decision of the City Council at the hearing may, within ten (10) days thereafter, appeal to the Circuit Court of Mobile County upon filing with the clerk of the Circuit Court of Mobile County, notice of the appeal and bond for security of costs in the form and amount to be approved by the circuit clerk.

VII. **MUNICIPAL ACTION** Upon the determination that the Property is a public nuisance, and if an appeal has not been taken to the Circuit Court, failure by the Owner to repair, submit an approved work plan, or demolish the Property shall result in demolition or repair by the City. The cost of the demolition or repairs shall be assessed against the Property.

VIII. **LIEN** If the repairs or the demolition are accomplished by the City, the cost to do so shall result in a municipal lien in the amount of the same being assessed against the Property and lien being recorded in the Office of the Probate Judge of Mobile County (a/k/a Probate Court Records).

IX. **FORECLOSURE AND SALE** Six months following the date upon which a municipal code lien has been recorded, if the lien remains unpaid, the City may commence a judicial in rem foreclosure and sale of the property in accordance with Code of Alabama, Section 11-40-60, et. seq. (1975), and as authorized by the City of Mobile Code, Article V, Chapter 52. The lien foreclosure and subsequent sale of the Property may extinguish any and all rights, title and interest an Owner or any other interested party has in the Property.

If you have any questions, please contact Miranda Davis, Municipal Enforcement Officer II at (251) 208-1538.

Respectfully,

Gary Jackson
Municipal Enforcement Deputy Director

NUISANCE ABATEMENT WORKSHEET

RE: 257/251 Rylands Street

Original Date: May 18, 2018

1st Update Date: July 29, 2021

2nd Update Date: February 9, 2026

FROM: Ashley Parker, Real Estate Dept.

TO: Municipal Enforcement Division

Title Report effective date: February 3, 2026

Per the Title Report, the owner is: Fee Simple Title is vested in: Antonio C. Petite
Tax Certificate issued to Samuel Boggan, Jr.
Tax Lien interest in Jarrid Coaxum
Quitclaim Deed interest in the City of Mobile

SEND NOTICES of nuisance abatement proceedings to the following parties:

	RECIPIENTS	NOTES
1	Antonio C. Petite 257 Rylands St Mobile AL 36603-5417	Subject/location address
2	Antonio C. Petite 1338 Adams St Mobile AL 36603-5404	Fee simple owner – LexisNexis address good 5/2025 – Phone numbers are 251-472-7377, 251-545-7328, 251-721-7192, 251-721-7044, 251-468-4870 good 2025
3	Antonio C. Petite 1336 Adams St 38 Mobile AL 36603-5404	LexisNexis address good 1/2026
4	Antonio C. Petite 1152 S Ann St Mobile AL 36605-4778	LexisNexis address good 9/2018 – Address on deed

TAX STATUS:

5	Samuel Boggan, Jr. 6652 Kings Branch Dr N Mobile AL 36618-4693	Tax Certificate holder per Revenue Commission from 2016 tax year. Mailing address from Revenue Commission website good 2017 and 2018 Phone numbers are 251-463-6067, 225-284-6315, 251-649-8222

6	Samuel Boggan, Jr. 2822 Briarhurst Dr Apt 49 Houston TX 77057-5325	LexisNexis address good 2025
7	Jarrid Coaxum 20 Palmetto St Mobile AL 36603-2301	Revenue Commission website Mailing address good 2020 to 2026. Tax Lien holder from 2020 until 2025. Lexis address good 12/2025 – Phone numbers 251-802-3078, 251-662-0388, 251-616-2255, 251-802-4315 good 2025
8	Jarrid Coaxum 10489 Freedom Dr Irvington AL 36544-4534	LexisNexis address good 1/2026

Parties with recorded liens per Title Report:

Weed Lien filed 8/21/2018 by the City of Mobile against Samuel Boggan, Jr. and subject property recorded December 14, 2018, in Instrument 2018069761.

Weed Lien filed 10/15/2019 by the City of Mobile against Samuel Boggan, Jr. and subject property recorded March 9, 2020, in Instrument 2020014431.

Weed Lien filed 10/26/2021 by the City of Mobile against Jarrid Coaxum and subject property recorded January 7, 2022, in Instrument 2022001215.

Weed Lien filed 1/31/2023 by the City of Mobile against Jarrid Coaxum and subject property recorded January 16, 2024, in Instrument 2024002408.

Weed Lien filed 12/3/2024 by the City of Mobile against Jarrid Coaxum and subject property recorded April 3, 2025, in Instrument 2025021520.

Weed Lien filed 5/06/2025 by the City of Mobile against Jarrid Coaxum and subject property recorded June 27, 2025, in Instrument 2025039031.

Resolution fixing cost for the securing of structure filed by the City of Mobile against Samuel Boggan, Jr. and subject property filed 5/14/2019 recorded July 22, 2019, in Instrument 2019041579 and 2019041580.

Resolution fixing the cost for the demolition of structure filed against Jarrid Coaxum and subject property filed 3/5/2024 recorded July 17, 2024, in Instrument 2024044860.

9	State of AL Dept. of Revenue Collections Service Dept. P.O. Box 327820 Montgomery, AL 36132	Lien filed by the State of Alabama Department of Revenue against Antonio Petite recorded April 3, 2023, in Instrument 2023019534. Account number: IIT-R005368548 Lien number: 285355520

10	Discover Bank c/o Jason Brady Patrick PO Box 312277 Enterprise AL 36331	Judgment filed by Discover Bank against Antonio Petite recorded May 16, 2025, in Instrument 2025030580.

Open Mortgages

11	Bruce L. Aune 625 Georgia Ave Mobile AL 36606	Vendor's Lien Deed executed by Bruce Aune, single to Antonio C. Petite, dated February 14, 2015, and recorded February 24, 2015, in Land Records Book 7234 page 905. **NOT RELEASED OF RECORD.** Phone numbers are 251-463-3853, 251-2147-1460, 251-454-9513 – Good 2025
12	Bruce L. Aune PO Box 1431 Mobile AL 36633-1431	LexisNexis address good 1/2026 – Address listed on QCD and VLD.

Lis Pendens: NONE

RESOLUTION

Sponsored by: C J SMALL – District 3

WHEREAS, under the provisions of Chapter 52, Article II of the Mobile City Code, Abatement of Unsafe Buildings and Structural Nuisances "adopted December 5, 2017, the accessory structure at **2459 KARAGAN DRIVE** has been found by the Code Official of the City of Mobile to be dangerous and unsafe to the extent that it is a public nuisance;

WHEREAS, the Code Official has identified the following factors, in accordance with ***Section 4, Subsection 5*** of Article II of Chapter 52, in support of the determination that the structure is dangerous and unsafe to the extent that it is a public nuisance: ***Nuisance Abatement Inspection Checklist/Exhibit A - No.4,5, 7,8, and 15;*** *and*

WHEREAS, the Mobile City Council has held a public hearing to determine whether said structure constitutes a public nuisance;

NOW, THEREFORE, BASED UPON THE EVIDENCE PRESENTED, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MOBILE that the structure at **2459 KARAGAN DRIVE** described as:

LOT 3 BLK 2 KARAGAN SUB MBK 8 P 201 #SEC 51 T4S R1W #MP29 09 51 0 008

Parcel Number: 29 09 51 0 008 022

Last Assessed to: BROWN SALLY F

is found and determined by the Mobile City Council to be dangerous and unsafe to the extent that it is a public nuisance and a blighted property, and it is hereby ordered that said structure be ***demolish*** in accordance with the terms of said Chapter 52, Article II of the Mobile City Code, "Abatement of Unsafe Buildings and Structural Nuisances."

BE IT FURTHER RESOLVED the City Clerk of the City shall mail a certified copy of this resolution by registered or certified mail to the interested persons listed above, and a certified copy of this resolution shall be published in the manner and as prescribed for the publication of municipal ordinances, and a certified copy of this resolution shall also be filed in the Office of the Judge of Probate of Mobile County, Alabama.

Adopted:

_____

City Clerk

MUNICIPAL ENFORCEMENT DIVISION

APRIL 28, 2026

MOBILE
ALABAMA

TO: Lisa Lambert, City Clerk

FR: Gary Jackson, Deputy Director
Municipal Enforcement

RE: Nuisance Abatement Hearing Request

Please place the following notice on the City Council agenda for **Tuesday, MAY 5, 2026.**

A PUBLIC HEARING TO DETERMINE IF THE PROPERTY LOCATED AT **2459 KARAGAN DRIVE.** OWNED BY OR MAY HAVE AN INTEREST**: BROWN SALLY F** IS A PUBLIC NUISANCE AS SET FORTH BY ORDINANCE NO.11-085, ARTICLE 5, NOVEMBER 26, 2002, ENTITLED "NUISANCE ABATEMENT". (See attached worksheet for all other name and addresses from Real Estate)

PARCEL NUMBER: 29 09 51 0 008 022
COUNCIL DISTRICT 3 – C J SMALL
LEGAL DESCRIPTION: LOT 3 BLK 2 KARAGAN SUB MBK 8 P 201 #SEC 51 T4S R1W #MP29 09 51 0 008
GJ/WA

City of Mobile
Blight Survey –Re-Check

Report Date -

Property Address

2459 KARAGAN DRIVE

Property Details			
Parcel Key		Local Historic Registry	N
Status	Scored	National Historic Registry	N
Blight Zone	YES	Central Business District	N
Structure Type	R		

Survey Results			
Danger to Adjoin Property	N	Tax Delinquent	N
Danger to Public ROW	N	Code Violations	Y
Danger to Human/Life/Health	N	Utilities Disconnected	Y
Contributing Structure	N	Water Penetrating Structure	Y
Vacant	Y	Fire Damage	N
Open Bldg Permits	N	Roof Damage	Y
Bldg Open To Public	Y	Wall Compromised	Y
Proximity to Blight	Y	Foundation Compromised	N
Survey Date	12/12/2025	Comments	

Property Score			
Score	63	Score Description	DEMO

REVIEW COMMITTEE

SECURE ☐

DEMOLITION ☒

APPROVAL DATE 1-5-26

Voted 5-0-1 For Demolition

NUISANCE ABATEMENT INSPECTION CHECKLIST

MEO: W.ALEXANDER **Date:** 3-09-2026

Property Address: 2459 Karagan Drive **District No:** 3

☐1. The nominal strength of any structural member is exceeded by nominal loads, the load effects or the required strength.

☐2. The anchorage of the floor or roof to walls or columns, and of walls and columns to foundations is not capable of resisting all nominal loads or load effects.

☐3. Structures or components thereof that have reached their limit state.

☒4. Siding and masonry joints including joints between the building envelope and the perimeter of windows, doors and skylights are not maintained, weather resistant or water tight.

☒5. Structural members that have evidence of deterioration or that are not capable of safely supporting all nominal loads and load effects.

☐6. Foundation systems that are not firmly supported by footings, are not plumb and free from open cracks and breaks, are not properly anchored or are not capable of supporting all nominal loads and resisting all load effects.

☒7. Exterior walls that are not anchored to supporting and supported elements or are not plumb and free of holes, cracks or breaks and loose or rotting materials, are not properly anchored or are not capable of supporting all nominal loads and resisting all load effects.

☒8. Roofing or roofing components that have defects that admit rain, roof surfaces with inadequate drainage, or any portion of the roof framing that is not in good repair with signs of deterioration, fatigue or without proper anchorage and incapable of supporting all nominal loads and resisting all load effects.

☐9. Flooring and flooring components with defects that affect serviceability or flooring components that show signs of deterioration or fatigue, are not properly anchored or are incapable of supporting all nominal loads and resisting all load effects.

☐10. Veneer, cornices, belt courses, corbels, trim, wall facings and similar decorative features not properly anchored or that are anchored with connections not capable of supporting all nominal loads and resisting all load effects.

☐11. Overhang extensions or projections including, but not limited to, trash chutes, canopies, marquees, signs, awnings, fire escapes, standpipes and exhaust ducts not properly anchored or that are anchored with connections not capable of supporting all nominal loads and resisting all load effects.

☐12. Exterior stairs, decks, porches, balconies and all similar appurtenances attached thereto, including guards and handrails, are not structurally sound, not properly anchored or that are anchored with connections not capable of supporting all nominal loads and resisting all load effects; or

☐13. Chimneys, cooling towers, smokestacks and similar appurtenances not structurally sound or not properly anchored, or that are anchored with connections not capable of supporting all nominal loads and resisting all load effects.

☐14. Protective treatment of all exterior surfaces, including but not limited to, doors, door and window frames, cornices, porches, trim, balconies, decks and fences, shall be maintained in good condition. Exterior surfaces, other than decay-resistant woods, shall be protected from the elements and decay by painting or other protective covering or treatment.

☒15. Yard is overgrown with weeds and/or covered with litter, debris and junk.


APR 24 2026


APR 24 2026


APR 24 2026


APR 24 2026


APR 24 2026


APR 24 2026


APR 24 2026


APR 24 2026

Affidavit of Mailed Notice

APRIL 28, 2026

State of Alabama
County of Mobile

Subject Property – 2459 KARAGAN DRIVE.

My name and official title Gary Jackson, Deputy Director of Municipal Enforcement, Property Maintenance Code Official, City of Mobile. My mailing address is P.O. Box 1827, Mobile AL 36633. I can be reached at the phone number 251-208-1540 or by email address gary.jackson@cityofmobile.gov.

I affirm that Written Notice as required by City Code section 52-27 (d) (1), Notice from Code Official of Unsafe Condition, has been sent to all **6** parties identified by the attached Nuisance Abatement Worksheet, created by the City of Mobile Real Estate Department. The attached Nuisance Abatement Worksheet identifies parties of Interest where Notice to Remedy Dangerous/Unsafe condition was mailed by Certified and First Class mail.

City Code 52-27, (d) The code official shall give the notice required by subsection (a) of this section by all of the following means:

(1) By certified or registered mail, properly addressed and postage prepaid, to all of the following persons or entities:

a. The person or persons, firm, association, or corporation last assessing the property for state taxes to the address on file in the county tax collector's office;

b. The record property owner or owners (including any owner or owners of an interest in the property) as shown from a search of the records of the office of the judge of probate of the county at the owner or owners' last known address and at the address of the subject property;

c. All mortgagees of record as shown from a search of the records of the office of the judge of probate of the county to the address set forth in the mortgage or, if no address for the mortgagee is set forth in the mortgage, to the address determined to be the correct address by the code official;

d. All lien holders of record as shown from a search of the records of the office of the judge of probate of the county to the address set forth in the statement of lien or, if no address for the lien holder is set forth in the statement of lien, to the address determined to be the correct address by the code official; and

e. Any person who is otherwise known to the city clerk or to the code official to have an interest in the property;

I hereby state that the information above is true, to the best of my knowledge. I also confirm that the information here is both accurate and complete, and relevant information has not been omitted.

Gary Jackson,
Deputy Director Municipal Enforcement

Notice to Remedy Dangerous/Unsafe or Blighted Structure
Municipal Enforcement

Sally F. Brown
2459 Karagan Drive
Mobile AL 36606-4626

March 12, 2026

Re: 2459 Karagan Drive
Project Number: ME-137-18

Dear Sally F. Brown:

On March 9, 2026 an inspection was made by Wendell Alexander, Municipal Enforcement Officer II, at the property known as 2459 Karagan Drive.

I. **PROPERTY** The legal description of the Property is as follows:

LOT 3 BLK 2 KARAGAN SUB MBK 8 P 201 #SEC 51 T4S R1W #MP29 09 51 0 008
Parcel Number: 29 09 51 0 008 022

II. **VIOLATIONS** At this location, the Municipal Enforcement Officer observed the following:

☒ part of a building, part of a structure, party wall or foundation in a dangerous and unsafe condition;
☒ high weeds and grass; and/or
☒ an accumulation of trash and debris.

The Property was found to be in violation of the following sections of Chapter 52, Article II "Abatement of Unsafe Buildings and Structural Nuisances" of the Municipal Code of the City of Mobile, which reads as follows:

> **Section 4. Dangerous and Unsafe Buildings Defined.** Properties containing any building, structure, part of building, part of a structure, party wall, or foundation which has any of the following defects shall be deemed dangerous and unsafe:

☒ **Sub-section:** (3) Those properties with any portion of a building, structure or appurtenance that has been damaged by fire, earthquake, wind, flood, deterioration, neglect, abandonment, vandalism or by any other cause to such an extent that it is likely to partially or completely collapse, or to become detached or dislodged;

(5) Those properties where the building or structure, or part of the building or structure, because of dilapidation, deterioration, decay, faulty construction, the removal or movement of some portion of the ground necessary for the support, or for any other reason, is likely to partially or completely collapse, or some portion of the foundation or underpinning of the building or structure is likely to fail or give way;

(6) Those properties where the building or structure, or any portion thereof, is clearly unsafe for its use and occupancy;

(7) Those properties where the building or structure is neglected, damaged, dilapidated, unsecured or abandoned so as to become an attractive nuisance to children who might play in the building or structure to their danger, becomes a harbor for vagrants, criminals or immoral persons, or enables persons to resort to the building or structure for committing a nuisance or an unlawful act;

Please see the attached Exhibit A, entitled Nuisance Abatement Inspection Checklist, for detailed violations specific to the Property

III. **REMEDIES** Due to the violations, you, as the Owner of the Property, are directed to take the following actions necessary to remedy the unsafe or dangerous condition of the building or structure:

a) Repair the structures / and or building by **April 26, 2026,** which is 45 days from the date of this NOTICE; OR,
b) If the specified repairs or improvements cannot be accomplished by **April 26, 2026,** provide the Code Official with a work plan to accomplish the repairs by **April 26 , 2026,** which shall be subject to the approval of the code official; OR, Demolish the building, structure, part of building or structure, party wall, or foundation by **April 26, 2026,** which is 45 days from the date of this NOTICE.

All repair / demolition work requires a permit from the City of Mobile.

IV. **NOTICE is hereby given that on May 5 , 2026 at 10:30 a.m., a hearing will be held before the City Council of Mobile, Alabama**, in order to determine and declare the building or structure a public nuisance. You may appear and provide any objections as to why you believe the property is not a public nuisance. The hearing will occur in the Auditorium of Mobile Government Plaza, located at 205 Government Street, Mobile, AL 36602. Upon holding the hearing, the city council shall determine whether or not the building or structure is unsafe to the extent that it is a public nuisance and order it be:

☒ Repaired; or,
☒ Demolished

VI. **APPEAL** An Owner or any person aggrieved by the decision of the City Council at the hearing may, within ten (10) days thereafter, appeal to the Circuit Court of Mobile County upon filing with the clerk of the Circuit Court of Mobile County, notice of the appeal and bond for security of costs in the form and amount to be approved by the circuit clerk.

VII. **MUNICIPAL ACTION** Upon the determination that the Property is a public nuisance, and if an appeal has not been taken to the Circuit Court, failure by the Owner to repair, submit an approved work plan, or demolish the Property shall result in demolition or repair by the City. The cost of the demolition or repairs shall be assessed against the Property.

VIII. **LIEN** If the repairs or the demolition are accomplished by the City, the cost to do so shall result in a municipal lien in the amount of the same being assessed against the Property and lien being recorded in the Office of the Probate Judge of Mobile County (a/k/a Probate Court Records).

IX. **FORECLOSURE AND SALE** Six months following the date upon which a municipal code lien has been recorded, if the lien remains unpaid, the City may commence a judicial in rem foreclosure and sale of the property in accordance with Code of Alabama, Section 11-40-60, et. seq. (1975), and as authorized by the City of Mobile Code, Article V, Chapter 52. The lien foreclosure and subsequent sale of the Property may extinguish any and all rights, title and interest an Owner or any other interested party has in the Property.

If you have any questions, please contact Miranda Davis, Municipal Enforcement Officer II at (251) 208-1543.

Respectfully,

Gary Jackson
Municipal Enforcement Deputy Director

NUISANCE ABATEMENT WORKSHEET

RE: 2459 Karagan Drive

Original Date: February 3, 2020

1st Update: July 19, 2022

2nd Update: June 17, 2025

FROM: Ashley Parker, Real Estate Dept.

TO: Municipal Enforcement Division

Title Report effective date: June 10, 2025

Per the Title Report, the owner is: Fee simple is vested in Sally F. Brown

SEND NOTICES of nuisance abatement proceedings to the following parties:

	RECIPIENTS	NOTES
1	Sally F. Brown 2459 Karagan Dr Mobile AL 36606-4626	Subject/location address – Owner – Phone numbers are 251-895-2769 and 757-409-7692 good 2025 – Lexis address good 2023
2	Sally F. Brown 405 Pennington Cir Mobile AL 36606-4704	LexisNexis address good 3/2025 – Revenue Commission website mailing address good 2024 - 2026
3	Sally F. Brown PO Box 66423 Mobile AL 36660-1423	LexisNexis address good 3/2025 – Revenue Commission website mailing address good 2002 - 2023
4	Sally F. Brown 656 Ruth St Mobile AL 36606-1251	LexisNexis address good 11/2024

TAX STATUS: 2024 TAXES PAID CURRENT

Parties with recorded liens per Title Report:

Weed lien – City of Mobile vs Sally F. Brown, adopted 7/19/2011, recorded 8/4/2011, Bk 6801 Pg 333

5	LVNV Funding LLC c/o Jason Patrick Zarzaur PO Box 11366 Birmingham AL 35202	LVNV Funding LLC vs Sally Brown, filed 9/25/2024, recorded 1/7/2025, instrument number 2025000803.

Open Mortgages

6	M & J Investment Co., Inc. P.O. Box 91176 Mobile, AL 36691	VLD Open: M & J Investment Co., Inc. to Sally F. Brown, recorded in Mo. Co. Probate Ct. on 10/5/2018, instrument # 2018057345, and subject to VLD RP BK 3867 PG 663, recorded 4/7/92.

Lis Pendens

Lis Pendens – City of Mobile vs Sally F. Brown, filed 9/26/2018, recorded 10/5/2018, instrument number 2018057345.

RESOLUTION

Sponsored by: C J SMALL – District 3

WHEREAS, under the provisions of Chapter 52, Article II of the Mobile City Code, Abatement of Unsafe Buildings and Structural Nuisances "adopted December 5, 2017, the accessory structure at **3909 WIGGINS DRIVE** has been found by the Code Official of the City of Mobile to be dangerous and unsafe to the extent that it is a public nuisance;

WHEREAS, the Code Official has identified the following factors, in accordance with ***Section 4, Subsection 5*** of Article II of Chapter 52, in support of the determination that the structure is dangerous and unsafe to the extent that it is a public nuisance: ***Nuisance Abatement Inspection Checklist/Exhibit A - No.4,5,6, 7,14 and 15;*** *and*

WHEREAS, the Mobile City Council has held a public hearing to determine whether said structure constitutes a public nuisance;

NOW, THEREFORE, BASED UPON THE EVIDENCE PRESENTED, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MOBILE that the structure at **3909 WIGGINS DRIVE** described as:

LOT 11 PINES SUB MBK 8/47
Parcel Number: 32 11 40 0 002 065

Last Assessed to: HUNTER JAMES H & DORIS FAYE

is found and determined by the Mobile City Council to be dangerous and unsafe to the extent that it is a public nuisance and a blighted property, and it is hereby ordered that said structure be ***demolish*** in accordance with the terms of said Chapter 52, Article II of the Mobile City Code, "Abatement of Unsafe Buildings and Structural Nuisances."

BE IT FURTHER RESOLVED the City Clerk of the City shall mail a certified copy of this resolution by registered or certified mail to the interested persons listed above, and a certified copy of this resolution shall be published in the manner and as prescribed for the publication of municipal ordinances, and a certified copy of this resolution shall also be filed in the Office of the Judge of Probate of Mobile County, Alabama.

Adopted:

City Clerk

MUNICIPAL ENFORCEMENT DIVISION

APRIL 28, 2026

MOBILE
ALABAMA

TO: Lisa Lambert, City Clerk

FR: Gary Jackson, Deputy Director
Municipal Enforcement

RE: Nuisance Abatement Hearing Request

Please place the following notice on the City Council agenda for **Tuesday, MAY 5, 2026.**

A PUBLIC HEARING TO DETERMINE IF THE PROPERTY LOCATED AT **3909 WIGGINS DRIVE.** OWNED BY OR MAY HAVE AN INTEREST**: HUNTER JAMES H & DORIS FAYE** IS A PUBLIC NUISANCE AS SET FORTH BY ORDINANCE NO.11-085, ARTICLE 5, NOVEMBER 26, 2002, ENTITLED "NUISANCE ABATEMENT". (See attached worksheet for all other name and addresses from Real Estate)

PARCEL NUMBER: 32 11 40 0 002 065
COUNCIL DISTRICT 3 – C J SMALL
LEGAL DESCRIPTION: LOT 11 PINES SUB MBK 8/47
GJ/WA

City of Mobile
Blight Survey –Re-Check

Report Date - _____

Property Address

3909 WIGGINS DRIVE

Property Details			
Parcel Key		Local Historic Registry	N
Status	Scored	National Historic Registry	N
Blight Zone	YES	Central Business District	N
Structure Type	R		

Survey Results			
Danger to Adjoin Property	N	Tax Delinquent	N
Danger to Public ROW	N	Code Violations	Y
Danger to Human/Life/Health	N	Utilities Disconnected	Y
Contributing Structure	N	Water Penetrating Structure	N
Vacant	Y	Fire Damage	N
Open Bldg Permits	N	Roof Damage	N
Bldg Open To Public	Y	Wall Compromised	Y
Proximity to Blight	Y	Foundation Compromised	Y
Survey Date	10/02/2025	Comments	

Property Score			
Score	~~27~~ 37	Score Description	~~STABILIZE~~

REVIEW COMMITTEE

SECURE ☐

DEMOLITION ☑

APPROVAL DATE 10-27-25

Voted 5 to 0 for Demolition

NUISANCE ABATEMENT INSPECTION CHECKLIST

MEO: W.ALEXANDER **Date:** 3-09-2026

Property Address: 3909 Wiggins Drive **District No:** 3

☐1. The nominal strength of any structural member is exceeded by nominal loads, the load effects or the required strength.

☐2. The anchorage of the floor or roof to walls or columns, and of walls and columns to foundations is not capable of resisting all nominal loads or load effects.

☐3. Structures or components thereof that have reached their limit state.

☒4. Siding and masonry joints including joints between the building envelope and the perimeter of windows, doors and skylights are not maintained, weather resistant or water tight.

☒5. Structural members that have evidence of deterioration or that are not capable of safely supporting all nominal loads and load effects.

☒6. Foundation systems that are not firmly supported by footings, are not plumb and free from open cracks and breaks, are not properly anchored or are not capable of supporting all nominal loads and resisting all load effects.

☒7. Exterior walls that are not anchored to supporting and supported elements or are not plumb and free of holes, cracks or breaks and loose or rotting materials, are not properly anchored or are not capable of supporting all nominal loads and resisting all load effects.

☐8. Roofing or roofing components that have defects that admit rain, roof surfaces with inadequate drainage, or any portion of the roof framing that is not in good repair with signs of deterioration, fatigue or without proper anchorage and incapable of supporting all nominal loads and resisting all load effects.

☐9. Flooring and flooring components.with defects that affect serviceability or flooring components that show signs of deterioration or fatigue, are not properly anchored or are incapable of supporting all nominal loads and resisting all load effects.

☐10. Veneer, cornices, belt courses, corbels, trim, wall facings and similar decorative features not properly anchored or that are anchored with connections not capable of supporting all nominal loads and resisting all load effects.

☐11. Overhang extensions or projections including, but not limited to, trash chutes, canopies, marquees, signs, awnings, fire escapes, standpipes and exhaust ducts not properly anchored or that are anchored with connections not capable of supporting all nominal loads and resisting all load effects.

☐12. Exterior stairs, decks, porches, balconies and all similar appurtenances attached thereto, including guards and handrails, are not structurally sound, not properly anchored or that are anchored with connections not capable of supporting all nominal loads and resisting all load effects; or

☐13. Chimneys, cooling towers, smokestacks and similar appurtenances not structurally sound or not properly anchored, or that are anchored with connections not capable of supporting all nominal loads and resisting all load effects.

☒14. Protective treatment of all exterior surfaces, including but not limited to, doors, door and window frames, cornices, porches, trim, balconies, decks and fences, shall be maintained in good condition. Exterior surfaces, other than decay-resistant woods, shall be protected from the elements and decay by painting or other protective covering or treatment.

☒15. Yard is overgrown with weeds and/or covered with litter, debris and junk.


APR 24 2026


APR 24 2026


APR 24 2026


APR 24 2026


APR 24 2026


APR 24 2026


APR 24 2026

Affidavit of Mailed Notice

APRIL 28, 2026

State of Alabama
County of Mobile

Subject Property – 3909 WIGGINS DRIVE.

My name and official title Gary Jackson, Deputy Director of Municipal Enforcement, Property Maintenance Code Official, City of Mobile. My mailing address is P.O. Box 1827, Mobile AL 36633. I can be reached at the phone number 251-208-1540 or by email address gary.jackson@cityofmobile.gov.

I affirm that Written Notice as required by City Code section 52-27 (d) (1), Notice from Code Official of Unsafe Condition, has been sent to all **9** parties identified by the attached Nuisance Abatement Worksheet, created by the City of Mobile Real Estate Department. The attached Nuisance Abatement Worksheet identifies parties of Interest where Notice to Remedy Dangerous/Unsafe condition was mailed by Certified and First Class mail.

City Code 52-27, (d) The code official shall give the notice required by subsection (a) of this section by all of the following means:

(1) By certified or registered mail, properly addressed and postage prepaid, to all of the following persons or entities:

a. The person or persons, firm, association, or corporation last assessing the property for state taxes to the address on file in the county tax collector's office;

b. The record property owner or owners (including any owner or owners of an interest in the property) as shown from a search of the records of the office of the judge of probate of the county at the owner or owners' last known address and at the address of the subject property;

c. All mortgagees of record as shown from a search of the records of the office of the judge of probate of the county to the address set forth in the mortgage or, if no address for the mortgagee is set forth in the mortgage, to the address determined to be the correct address by the code official;

d. All lien holders of record as shown from a search of the records of the office of the judge of probate of the county to the address set forth in the statement of lien or, if no address for the lien holder is set forth in the statement of lien, to the address determined to be the correct address by the code official; and

e. Any person who is otherwise known to the city clerk or to the code official to have an interest in the property;

I hereby state that the information above is true, to the best of my knowledge. I also confirm that the information here is both accurate and complete, and relevant information has not been omitted.

Gary Jackson,
Deputy Director Municipal Enforcement

Notice to Remedy Dangerous/Unsafe or Blighted Structure
Municipal Enforcement

Owner
3909 Wiggins Drive
Mobile AL 36605-4525

March 12, 2026

Re: 3909 Wiggins Drive
Project Number: ME-058-25

Dear Owner:

On March 9, 2026 an inspection was made by Wendell Alexander, Municipal Enforcement Officer II, at the property known as 3909 Wiggins Drive.

I. **PROPERTY** The legal description of the Property is as follows:

LOT 11 PINES SUB MBK 8/47

Parcel Number: 32 11 40 0 002 065

II. **VIOLATIONS** At this location, the Municipal Enforcement Officer observed the following:

☒ part of a building, part of a structure, party wall or foundation in a dangerous and unsafe condition;
☒ high weeds and grass; and/or
☒ an accumulation of trash and debris.

The Property was found to be in violation of the following sections of Chapter 52, Article II "Abatement of Unsafe Buildings and Structural Nuisances" of the Municipal Code of the City of Mobile, which reads as follows:

> **Section 4. Dangerous and Unsafe Buildings Defined.** Properties containing any building, structure, part of building, part of a structure, party wall, or foundation which has any of the following defects shall be deemed dangerous and unsafe:

☒ **Sub-section:** (3) Those properties with any portion of a building, structure or appurtenance that has been damaged by fire, earthquake, wind, flood, deterioration, neglect, abandonment, vandalism or by any other cause to such an extent that it is likely to partially or completely collapse, or to become detached or dislodged;

(5) Those properties where the building or structure, or part of the building or structure, because of dilapidation, deterioration, decay, faulty construction, the removal or movement of some portion of the ground necessary for the support, or for any other reason, is likely to partially or completely collapse, or some portion of the foundation or underpinning of the building or structure is likely to fail or give way;

(6) Those properties where the building or structure, or any portion thereof, is clearly unsafe for its use and occupancy;

(7) Those properties where the building or structure is neglected, damaged, dilapidated, unsecured or abandoned so as to become an attractive nuisance to children who might play in the building or structure to their danger, becomes a harbor for vagrants, criminals or immoral persons, or enables persons to resort to the building or structure for committing a nuisance or an unlawful act;

Please see the attached Exhibit A, entitled Nuisance Abatement Inspection Checklist, for detailed violations specific to the Property

III. **REMEDIES** Due to the violations, you, as the Owner of the Property, are directed to take the following actions necessary to remedy the unsafe or dangerous condition of the building or structure:

a) Repair the structures / and or building by **April 26, 2026,** which is 45 days from the date of this NOTICE; OR,
b) If the specified repairs or improvements cannot be accomplished by **April 26, 2026,** provide the Code Official with a work plan to accomplish the repairs by **April 26 , 2026,** which shall be subject to the approval of the code official; OR, Demolish the building, structure, part of building or structure, party wall, or foundation by **April 26, 2026,** which is 45 days from the date of this NOTICE.

All repair / demolition work requires a permit from the City of Mobile.

IV. **NOTICE is hereby given that on May 5 , 2026 at 10:30 a.m., a hearing will be held before the City Council of Mobile, Alabama**, in order to determine and declare the building or structure a public nuisance. You may appear and provide any objections as to why you believe the property is not a public nuisance. The hearing will occur in the Auditorium of Mobile Government Plaza, located at 205 Government Street, Mobile, AL 36602. Upon holding the hearing, the city council shall determine whether or not the building or structure is unsafe to the extent that it is a public nuisance and order it be:

☒ Repaired; or,
☒ Demolished

VI. **APPEAL** An Owner or any person aggrieved by the decision of the City Council at the hearing may, within ten (10) days thereafter, appeal to the Circuit Court of Mobile County upon filing with the clerk of the Circuit Court of Mobile County, notice of the appeal and bond for security of costs in the form and amount to be approved by the circuit clerk.

VII. **MUNICIPAL ACTION** Upon the determination that the Property is a public nuisance, and if an appeal has not been taken to the Circuit Court, failure by the Owner to repair, submit an approved work plan, or demolish the Property shall result in demolition or repair by the City. The cost of the demolition or repairs shall be assessed against the Property.

VIII. **LIEN** If the repairs or the demolition are accomplished by the City, the cost to do so shall result in a municipal lien in the amount of the same being assessed against the Property and lien being recorded in the Office of the Probate Judge of Mobile County (a/k/a Probate Court Records).

IX. **FORECLOSURE AND SALE** Six months following the date upon which a municipal code lien has been recorded, if the lien remains unpaid, the City may commence a judicial in rem foreclosure and sale of the property in accordance with Code of Alabama, Section 11-40-60, et. seq. (1975), and as authorized by the City of Mobile Code, Article V, Chapter 52. The lien foreclosure and subsequent sale of the Property may extinguish any and all rights, title and interest an Owner or any other interested party has in the Property.

If you have any questions, please contact Miranda Davis, Municipal Enforcement Officer II at (251) 208-1543.

Respectfully,

Gary Jackson
Municipal Enforcement Deputy Director

NUISANCE ABATEMENT WORKSHEET

RE: **3909 Wiggins Drive** Date: November 14, 2025

FROM: Ashley Parker, Real Estate Dept.

TO: Municipal Enforcement Division

Title Report effective date: November 13, 2025

Per the Title Report, the owner is: James H. Hunter and Doris Faye Hunter

Notes: Both owners are deceased. See family tree for heirs.

SEND NOTICES of nuisance abatement proceedings to the following parties:

	RECIPIENTS	NOTES
1	Owner 3909 Wiggins Dr Mobile AL 36605-4525	Subject/location address
2	Diana Henderson 626 Williams Ave Saraland AL 36571-2322	Heir and daughter of owners – LexisNexis address good 9/2025 – Phone numbers are 251-623-0988, 251-234-4961and 251-401-2426 good 2025.
3	Diana Henderson 8380 Woodland Ct Citronelle AL 36522-2727	LexisNexis address good 2024
4	Denise Hunter 1300 Schillinger Rd S Lot 42 Mobile AL 36695-8956	Heir and daughter of owners – LexisNexis address good 8/2022 – Phone numbers are 251-209-8840, 251-635-2143, 251-623-8398 and 251-644-5157 good 2025.
5	LySandra Couch 225 Mill Cir Butler AL 36904-3648	Heir and daughter of owners – LexisNexis address good 9/2025 – Phone number is 251-518-6723 good 2025.
6	Debra Whitcomb 110 Hill Ave Bulls Gap TN 37711-4749	Heir and daughter of owners – LexisNexis address good 9/2025 – Phone number is 423-258-0018 good 2025

7	Debra Whitcomb 171 Woodbine Ave Bulls Gap TN 37711-4633	LexisNexis address good 2/2025
8	Debra Porter 702 1st Ave Saraland AL 36571-3469	Paid 2024 property taxes. Revenue Commission website mailing address good 2024-2026

TAX STATUS: 2025 TAX DUE

Parties with recorded liens per Title Report:

9	Glen Arbor c/o William Luther Chan Poole 917 Western Am Cir Ste 210 Mobile AL 36609	Glen Arbor vs James Hunter, filed 10/25/2022, recorded 7/12/2023, instrument number 2023041258.

Weed lien – City of Mobile vs James H. Hunter and Doris Faye Hunter, adopted 4/18/2023, recorded 6/25/2024, instrument number 2024040147.

Weed lien – City of Mobile vs James H. Hunter and Doris Faye Hunter, adopted 12/17/2024, recorded 3/26/2025, instrument number 2025019637.

Open Mortgages: NONE

Lis Pendens: NONE

RESOLUTION TO DETERMINE CERTAIN EXPENDITURES
SERVE A PUBLIC PURPOSE AND APPROVE PAYMENT

Sponsored by: Councilmember Cory Penn

WHEREAS, *Councilmember Penn wishes to appropriate **$500.00** to **Jack & Jill of America Inc. Mobile Chapter**,* from the *District 1 Discretionary Fund (10041020 42080)*; and

WHEREAS, *to **Jack & Jill of America Inc. Mobile Chapter**,* 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 ***Jack & Jill of America Inc. Mobile Chapter**,* will be used to *assist with upcoming 2026 events.*

NOW, THEREFORE, BE IT RESOLVED that the Mobile City Council hereby finds and determines that an appropriation *of **$500.00** to **Jack & Jill of America Inc. Mobile Chapter**,* 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 **Via Senior Center**,* from the *District 1 Discretionary Fund (10041020 42080)*; and

WHEREAS, *to **Via Senior Center**,* 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 ***Via Senior Center**,* will be used to *assist with the 2026 Cheers to Years.*

NOW, THEREFORE, BE IT RESOLVED that the Mobile City Council hereby finds and determines that an appropriation *of **$1,000.00** to **Via Senior Center**,* 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 *Beau Fleming*

WHEREAS, *Councilmember Fleming wishes to appropriate* ***$3,905.00*** *to* ***Country Club Estates Neighborhood Association****,* from the *District 5 Discretionary Fund (10041020 42080)*; and

WHEREAS, ***Country Club Estates Neighborhood Association****,* is an Alabama non-profit corporation which provides a service to the community; and

WHEREAS, the Attorney General of the State of Alabama has opined that the granting of public funds to private groups or corporations is proper if the City Council determines that the same serves a public purpose; and

WHEREAS, the Mobile City Council determines that this appropriation to ***Country Club Estates Neighborhood Association****,* will be used to *assist with the installation of security cameras in the neighborhood.*

NOW, THEREFORE, BE IT RESOLVED that the Mobile City Council hereby finds and determines that an appropriation *of* ***$3,905.00 Country Club Estates Neighborhood Association****,* for the purposes described hereinabove and pursuant to language in the request serves a public purpose and the Council further approves and directs the payment of same.

Adopted:

_____
City Clerk

RESOLUTION TO DETERMINE CERTAIN EXPENDITURES
SERVE A PUBLIC PURPOSE AND APPROVE PAYMENT

Sponsored by: *Councilmember Gina Gregory*

WHEREAS, *Councilmember Gregory wishes to appropriate* ***$250.00*** *to* ***Augusta Evans School****, from District* ***7*** *Discretionary Funds (10041020 42080)*; and

WHEREAS, ***Augusta Evans School****,* is public school in Mobile, Alabama, which the Council may support pursuant to Code of Alabama § 16-13-36; and

WHEREAS, the Attorney General of the State of Alabama has opined that the granting of public funds is proper if the City Council determines that the same serves a public purpose; and

WHEREAS, the Mobile City Council determines that this appropriation to ***Augusta Evans School****, will be used* ***to assist with the upcoming Teacher's Appreciation Week****,* which will serve a public purpose benefiting the City of Mobile and its citizens.

NOW, THEREFORE, BE IT RESOLVED that the Mobile City Council hereby finds and determines that an *appropriation of* ***$250.00*** *to* ***Augusta Evans School*** *for the purposes described hereinabove and pursuant to the language on request* serves a public purpose and the Council further approves and directs the payment of same.

Adopted:

_____
City Clerk

CAPITAL CONTRACT SUMMARY SHEET

C#5771

CAPITAL CONTRACT SUMMARY SHEET

(2 COPIES REQUIRED)

CONTRACT #

PROJECT NAME: 2026 CIP Resurfacing Districts 1, 2, 3, 4, 5 &7 ;
COM Project# 2026-3005-01
PROJECT #: RSF26CW **DATE OF RECEIPT:**

PROJECT DESCRIPTION: Street Resurfacing

CONTRACT AMOUNT: $11,377,001.25

VENDOR NAME: Harwell & Company, LLC

VENDOR NUMBER: 294040

DEPT #: 3005 **DEPT NAME:** Engineer

CONTRACT ADMINISTRATOR: John Forrester

Please Select by circling one (Type):

Architectural	Engineering	Testing	Professional Services
Construction (Unit Price)*	Construction**	ROW (Acquisitions)	
Performance-Contributed	Contractual	Non Contractual	

RETAINAGE INFORMATION:

SHOULD RETAINAGE BE WITHHELD? Y X__ N X__; 5% of the 1st 50% _____ or If different, indicate special rate_____

Unit Price Contracts are estimates per F. Kessler - do not require Change Orders

****General Construction requires Change Order for 10% overages*.**

Prepared by: Jessica White **Date** 4/29/2026

Revised 3/8/2022 Tiffany Hollins

RESOLUTION AWARDING BID

Sponsored by: Mayor Spiro Cheriogotis
Council members Cory Penn, Samantha Ingram, C. J. Small, Ben Reynolds
Beau Fleming and Gina Gregory

WHEREAS, bids for street resurfacing for districts 1, 2, 3, 4, 5 and 7 were received and opened on April 1,2026.

WHEREAS, the City Engineer has recommended award to the lowest bid meeting specifications from Harwell & Company, LLC., contract in the amount of $11,377,001.25.

WHEREAS, the City Council finds that the lowest responsible bid was submitted by Harwell & Company, LLC.

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

Name of Company: Harwell & Company, LLC.

Project Name: 2026 CIP Resurfacing Districts 1, 2, 3, 4, 5 & 7

Project Number: 2026-3005-01

Amount: $11,377,001.25

Adopted:

_____

City Clerk

MOBILE
ALABAMA

2026 CIP RESURFACING-DISTRICTS 1, 2, 3, 4, 5, & 7

PROJECT NO. 2026-3005-01

BID DATE – APRIL 1, 2026

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Contractor's Insurance Certification ..... Attachment B

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Certifications, Affidavits, & Project Closeout ..... Attachment D

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2026 CIP Resurfacing
Districts 1,2,3,4,5 & 7 Map Book ..... Attachment G
1-Overall Map
2-Project Limits
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4-ADA Ramp Locations
5-Milling Schedule
6-Heron Lakes Site
7-Magnolia Grove Parkway Site
8-Grimes Street Site
9-Construction Details

ITEM I
INVITATION TO BID

Notice to Contractors:

Sealed proposals will be received by the City Clerk of the City of Mobile, Alabama, 205 Government Street, 9th Floor, South Tower, until 2:30 p.m. local time, April 1, 2026, and then publicly opened and read in the Atrium, 1st Floor, for constructing:

Project No:	**2026-3005-01**
Project:	**2026 CIP RESURFACING-DISTRICTS 1, 2, 3, 4, 5, & 7**
Project Description:	**Street Resurfacing and Related Work**

Plans and contract documents may be inspected and obtained from **Sawgrass Consulting, LLC., 30673 Sgt EI Boots Thomas Dr., Spanish Fort, Alabama 36527** upon payment of one hundred and forty-five dollars ($145.00). This deposit shall be refunded in full to each prime Contractor Bidder upon return of the documents in reusable condition within ten (10) days after Bid Opening. The cost of and return of additional sets of specifications shall be in accordance with Act 97-225, Public Works Contracts.

No Bid Packages will be issued to Contractors later than twenty-four (24) hours after the Pre-Bid Conference. No questions, whether orally or written, will be addressed after 12:00 p.m. on March 30, 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 March 25, 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 **2026 CIP RESURFACING-DISTRICTS 1, 2, 3, 4, 5, & 7** 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 **2026 CIP RESURFACING-DISTRICTS 1, 2, 3, 4, 5, & 7**, City of Mobile Project No. **2026-3005-01**, in the City of Mobile, Alabama".

PLEASE PUBLISH IN THE ISSUES MARCH 4TH, MARCH 11TH, AND MARCH 18TH, 2026.

ITEM II
INSTRUCTIONS TO BIDDERS

1. PREPARATION OF BIDS:
Forms furnished, or copies thereof shall be used, and strict compliance with the requirements of the advertisement, these instructions, and the instructions printed on the forms is necessary. Special care shall be exercised in the preparation of Bids. Bidders must make their own estimates of the facilities and difficulties attending the performance of the proposed Contract, including local conditions, uncertainty of weather, and all other contingencies. All designations and prices shall be fully and clearly set forth. The proper spaces in the Bid and guaranty forms shall be suitably filled. A City of Mobile Subcontracting Plan must be submitted with the bid documents.

2. LABOR AND MATERIALS NOT TO BE FURNISHED BY CITY OF MOBILE, ALABAMA:
The City of Mobile, Alabama will not furnish any labor, materials or supplies unless specifically provided in the Contract.

3. SIGNATURE OF BIDDERS:
Each Bid must give the full business address of the Bidder and be signed by him with his usual signature. Bids by partnerships must furnish the full names of all partners and must be signed with the partnership name by one of the members of the partnership or by an authorized representative, followed by the signature and designation of the person signing. Bids by Corporations must be signed with the legal name of the corporation, followed by the name of State of Incorporation and by the signature of the president, secretary or other person authorized to bind it in the matter. The name of each person shall also be typed or printed below the signature. A Bid by a person who affixes to his signature the word "President", "Secretary", "Agent", or other designation without disclosing his principal may be held responsible for the Bid. When requested by the City of Mobile, Alabama satisfactory evidence of the authority of the office signing on behalf of the corporation shall be furnished.

4. SPECIFICATIONS AND SCHEDULES:
The specifications, conditions, schedules and drawings that form the basis of any Bid will be considered as a part thereof and will form a part of the Contract. Copies of these papers, together with a copy of the standard Contract form, including authorized additions, or deletions, if any, will be furnished to or made available for the inspections of Bidders by the office indicated in the advertisement of invitation. The current specifications to be used for this project will be the **Alabama Department of Transportation Standard Specifications for Highway Construction, 2018 edition**, subject to any amendments set forth in the Special Provisions or the Supplemental Specifications.

5. CORRECTIONS:
Erasures or other changes in the Bids must be explained or noted over the signature of the Bidder.

6. OWNER:
Where the word "Owner" appears herein, the same refers to the City of Mobile, Alabama, and includes the Mayor acting through the City Council, its governing body.

7. GUARANTY AND INSURANCE:
Security is required to ensure the execution of the Contract and bond for performance of the services; no Bid will be considered unless it is so guaranteed. The Bidder must furnish with his Bid, a guaranty bond or certified check in the amount of five percent (5%) (maximum amount $10,000) of his Bid price payable to the City of Mobile, Alabama. Upon default of the Contract and the execution of such bond within ten (10) consecutive working days of written notice of award of the Contract, the Certified Check or Bid Bond required to accompany such Bid shall be forfeited to the City of Mobile, Alabama, not as a penalty but as liquidated damages for delays, or any additional cost or expenses which may be incurred by the CITY by reason of such default.

8. BONDS AND INSURANCE:
The bonds and insurance policies of any surety company or insurance company respectively, authorized to do business in the State of Alabama, will be accepted as security and insurance as required for any Bid or Contract. See the instructions hereinafter contained and the applicable standard forms with respect to the type, form, and the amounts of required bonds and insurance policies.

9. MARKING AND MAILING BIDS:
Bids, with their guaranty, must be securely sealed in suitable envelopes, addressed and marked on the outside "Bid for completion of **2026 CIP RESURFACING-DISTRICTS 1, 2, 3, 4, 5, & 7**, City of Mobile Project No. **2026-3005-01**, 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 April 1, 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 **Sawgrass Consulting, LLC.** as well as the premises.

Project Name: 2026 CIP RESURFACING-DISTRICTS 1, 2, 3, 4, 5, & 7
Project No: 2026-3005-01
Project Description: Street resurfacing and related work
Major work items include: Resurfacing

The Bidder further agrees to construct the improvements in **340** 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 Sawgrass Consulting LLC., 30673 Sgt. E.I. "Boots" Thomas Drive, Spanish Fort, AL 36527. In order to receive consideration, the request must be received before 12:00 p.m. on March 30, 2026. Any such interpretation, any supplemental instructions will be mailed or delivered to all prospective bidders.

Project No. 2026-3005-01
2026 CIP RESURFACING
Districts 1,2,3,4,5 & 7

BASE BID

ITEM NO.	BID QTY	BID UNIT	DESCRIPTION	UNIT PRICE WRITTEN IN WORDS	BID UNIT PRICE	BID AMOUNT
201-A	0.20	AC	CLEARING AND GRUBBING (GRIMES STREET)	THREE THOUSAND DOLLARS AND NO CENTS	$3,000.00	$ 600.00
206-C1	260	SY	RESET EXISTING RIP RAP, UP TO 24" THICK (MAGNOLIA GROVE)	TEN DOLLARS AND NO CENTS	$10.00	$ 2,600.00
206-C2	4,132	SY	REMOVAL CONCRETE SIDEWALK (INCL. SAW CUTTING ALL DEPTHS)	THIRTEEN DOLLARS AND TWENTY FIVE CENTS	$13.25	$ 54,749.00
206-C3	938	SY	REMOVAL CONCRETE DRIVEWAY (INCL. SAW CUTTING ALL DEPTHS)	FIFTEEN DOLLARS AND SEVENTY FIVE CENTS	$15.75	$ 14,773.50
206-C4	5,525	SY	REMOVING CONCRETE ROAD PANELS (INCL. SAW CUTTING ALL DEPTHS)	FIFTEEN DOLLARS AND SEVENTY FIVE CENTS	$15.75	$ 87,018.75
206-C5	195	SY	REMOVING CONCRETE SPEED TABLES (VARIES)	FIFTEEN DOLLARS AND SEVENTY FIVE CENTS	$15.75	$ 3,071.25
206-D1	4,765	LF	REMOVING CONCRETE VALLEY GUTTER (INCL. SAW CUTTING)	TWELVE DOLLARS AND FIFTY CENTS	$12.50	$ 59,562.50
206-D2	8,493	LF	REMOVING CURB AND GUTTER (INCL. SAW CUTTING)	TWELVE DOLLARS AND TWENTY FIVE CENTS	$12.25	$ 104,039.25
206-D3	545	LF	REMOVING ROLL TYPE CURB (INCL. SAW CUTTING)	TWELVE DOLLARS AND NO CENTS	$12.00	$ 6,540.00
206-D4	1,485	LF	REMOVING CURB (INCL. SAW CUTTING)	TWELVE DOLLARS AND NO CENTS	$12.00	$ 17,820.00
206-D5	32	LF	REMOVING FENCE (CHAINLINK- GRIMES)	TWENTY DOLLARS AND NO CENTS	$20.00	$ 640.00
206-D6	120	LF	REMOVAL OF STEEL GUARDRAIL	FOUR DOLLARS AND NO CENTS	$4.00	$ 480.00
206-E1	134	EA	REMOVING INLET LID-PARTIAL (ALL TYPES)	THREE HUNDRED FIFTY DOLLARS AND NO CENTS	$350.00	$ 46,900.00
206-E2	11	EA	REMOVING INLET (TOTAL STRUCTURE)	TWO THOUSAND FIVE HUNDRED DOLLARS AND NO CENTS	$2,500.00	$ 27,500.00
206-E5	136	EA	REMOVE CONCRETE INLET THROATS	SIX HUNDRED DOLLARS AND NO CENTS	$600.00	$ 81,600.00
206-E6	4	EA	REMOVE GUARD RAIL END TREATMENT	THREE HUNDRED DOLLARS AND NO CENTS	$300.00	$ 1,200.00
210-A	2,172	CY	UNCLASSIFIED EXCAVATION (TRUCK BED MEASURE)	SIXTEEN DOLLARS AND NO CENTS	$16.00	$ 34,752.00
210-C	180	CYIP	MUCK EXCAVATION (MAGNOLIA GROVE)	THIRTY SIX DOLLARS AND NO CENTS	$36.00	$ 6,480.00
210-D	2,330	CY	BORROW EXCAVATION (TRUCK BED MEASURE)	TWENTY DOLLARS AND TWENTY FIVE CENTS	$20.25	$ 47,182.50
260-A	27.0	CY	FLOWABLE FILL	ONE HUNDRED NINETY DOLLARS AND NO CENTS	$190.00	$ 5,130.00
301-A	3,524	SY	CRUSHED AGGREGATE BASE COURSE, TYPE B, 6" THICK	TWENTY FOUR DOLLARS AND SEVENTY FIVE CENTS	$24.75	$ 87,219.00
301-B	650	TON	CRUSHED AGGREGATE BASE COURSE, TYPE B, Thickness Varies (For Panel Replacement if REQD)	SEVENTY ONE DOLLARS AND SEVENTY FIVE CENTS	$71.75	$ 46,637.50
408-A1	614,796	SY	PLANING EXISTING PAVEMENT, 1"-2" Thick	ONE DOLLAR AND SEVENTY FIVE CENTS	$1.75	$ 1,075,893.00
408-A2	8,457	SY	PLANING EXISTING PAVEMENT, 2.1"-3.5" Thick	TWO DOLLARS AND FIFTY CENTS	$2.50	$ 21,142.50
408-A3	3,790	SY	PLANING EXISTING PAVEMENT FOR DRIVEWAYS (TURNOUTS)	FOUR DOLLARS AND SEVENTY FIVE CENTS	$4.75	$ 18,002.50
429-A1	53,868	TON	IMPROVED BITUMINOUS CONCRETE WEARING SURFACE, 1/2" MAX AGGREGATE SIZE MIX, ESAL RANGE A/B. APPROX. 165LB/SY, (INCL. TACK COAT & CLEANING GUTTERS)	ONE HUNDRED SEVENTEEN DOLLARS AND NO CENTS	$117.00	$ 6,302,556.00
429-A1	1,500	TON	IMPROVED BITUMINOUS CONCRETE WEARING SURFACE, 3/4" MAX AGGREGATE SIZE MIX, ESAL RANGE A/B. APPROX. 220 LB/SY, (INCL. TACK COAT & CLEANING GUTTERS)	ONE HUNDRED EIGHTEEN DOLLARS AND NO CENTS	$118.00	$ 177,000.00
429-A3	350	TON	IMPROVED BITUMINOUS CONCRETE WEARING SURFACE, WIDENING, 1/2" MAX AGGREGATE SIZE MIX, ESAL RANGE A/B. APPROX. 165LB/SY, (INCL. TACK COAT FOR **DRIVEWAYS OR TIE-INS**)	ONE HUNDRED FORTY FIVE DOLLARS AND NO CENTS	$145.00	$ 50,750.00
429-B1	300	TON	IMPROVED BITUMINOUS CONCRETE BINDER SURFACE,BINDER, 3/4" MAX AGGREGATE SIZE MIX, ESAL RANGE A/B. UP TO 250 LB/SY, (INCL. TACK COAT)	ONE HUNDRED EIGHTEEN DOLLARS AND NO CENTS	$118.00	$ 35,400.00
429-B2	350	TON	IMPROVED BITUMINOUS CONCRETE BINDER SURFACE, LEVELING/PATCHING, 1/2" MAX AGGREGATE SIZE MIX, ESAL RANGE A/B. UP TO. 165LB/SY, (INCL. TACK COAT)	ONE HUNDRED EIGHTEEN DOLLARS AND NO CENTS	$118.00	$ 41,300.00
450-A	5,525	SY	REINFORCED CONCRETE PANEL, 6" THICK	NINETY THREE DOLLARS AND SIXTY FIVE CENTS	$93.65	$ 517,416.25
534-B	10	EA	CLEANING EXISTING CATCH BASIN (VACTRON)	THREE HUNDRED DOLLARS AND NO CENTS	$300.00	$ 3,000.00
534-E	200	LF	CLEANING EXISTING PIPE, LESS THAN 48" DIA (VACTRON; INLCUDES VIDEO)	THIRTY DOLLARS AND NO CENTS	$30.00	$ 6,000.00
538-A	230	LF	18" CURED-IN-PLACE LINER (CIPP) REHABILITATION	ONE HUNDRED EIGHTY FIVE DOLLARS AND NO CENTS	$185.00	$ 42,550.00

600-A	1	LS	MOBILIZATION	ONE HUNDRED SEVENTY FIVE THOUSAND DOLLARS AND NO CENTS	$175,000.00	$	175,000.00
608-A	600	SY	GEOGRID, TENSAR NX-750, INCL OVERLAP	FOURTEEN DOLLARS AND NO CENTS	$14.00	$	8,400.00
608-A2	100	SY	SEPARATION FABRIC	ELEVEN DOLLARS AND SEVENTY FIVE CENTS	$11.75	$	1,175.00
610-A	150	SY	RIP RAP, CLASS 2 (24" THICK- MAGNOLIA GROVE)	ONE HUNDRED SEVENTY DOLLARS AND NO CENTS	$170.00	$	25,500.00
610-D	180	SY	FILTER BLANKET, 7 OZ	NINE DOLLARS AND NO CENTS	$9.00	$	1,620.00
614-B	145	SY	CONCRETE SLOPE PAVING, 5" THICK	ONE HUNDRED THIRTY FIVE DOLLARS AND NO CENTS	$135.00	$	19,575.00
618-A1	4,047	SY	CONCRETE SIDEWALK, 4" THICK (INCL. EXCAVATION)	SEVENTY ONE DOLLARS AND TWENTY FIVE CENTS	$71.25	$	288,348.75
618-A2	78	SY	CONCRETE SIDEWALK, 5" THICK (INCL. EXCAVATION)	NINETY EIGHT DOLLARS AND NO CENTS	$98.00	$	7,644.00
618-B	938	SY	CONCRETE DRIVEWAY, 6" THICK (INCL. EXCAVATION)	EIGHTY ONE DOLLARS AND SEVENTY FIVE CENTS	$81.75	$	76,681.50
618-D1	162	EA	HANDICAP RAMP, TYPE A	ONE THOUSAND SIX HUNDRED DOLLARS AND NO CENTS	$1,600.00	$	259,200.00
618-D2	5	EA	HANDICAP RAMP, TYPE C	FOUR THOUSAND DOLLARS AND NO CENTS	$4,000.00	$	20,000.00
618-D3	31	EA	HANDICAP RAMP, TYPE D OR D MODIFIED	THREE THOUSAND DOLLARS AND NO CENTS	$3,000.00	$	93,000.00
618-E	274	EA	TRUNCATED DOME INSERT, NEW CONSTRUCTION	ONE HUNDRED SEVENTY FIVE DOLLARS AND NO CENTS	$175.00	$	47,950.00
620-A	16	CY	MINOR STRUCTURE CONCRETE	EIGHT HUNDRED FIFTY DOLLARS AND NO CENTS	$850.00	$	13,600.00
621-A	1	EA	JUNCTION BOX (MODIFIED-GRIMES)	FIVE THOUSAND ONE HUNDRED SEVENTY FIVE DOLLARS AND NO CENTS	$5,175.00	$	5,175.00
621-C1	2	EA	INLET, TYPE CURB	FOUR THOUSAND THREE HUNDRED SEVENTY FIVE DOLLARS AND NO CENTS	$4,375.00	$	8,750.00
621-C2	6	EA	INLET, TYPE WEIR	FOUR THOUSAND FIVE HUNDRED DOLLARS AND NO CENTS	$4,500.00	$	27,000.00
621-C3	7	EA	INLET, TYPE "S" (ALL WINGS)	SIX THOUSAND DOLLARS AND NO CENTS	$6,000.00	$	42,000.00
621-C4	157	EA	INLET, PARTIAL (TOP - REPLACE IN KIND)	ONE THOUSAND TWO HUNDRED DOLLARS AND NO CENTS	$1,200.00	$	188,400.00
621-C5	8	EA	INLET, PARTIAL (TOP - MODIFY TO S-TYPE)	TWO THOUSAND TWO HUNDRED DOLLARS AND NO CENTS	$2,200.00	$	17,600.00
621-C6	4	EA	INLET, PARTIAL (TOP - MODIFY TO WEIR)	TWO THOUSAND TWO HUNDRED DOLLARS AND NO CENTS	$2,200.00	$	8,800.00
621-C7	136	EA	INLET, PARTIAL (THROAT)	NINE HUNDRED SEVENTY FIVE DOLLARS AND NO CENTS	$975.00	$	132,600.00
621-N1	2	EA	REPAIR OF ROADWAY DRAIN (INLET REPAIR)	FOUR THOUSAND FIVE HUNDRED DOLLARS AND NO CENTS	$4,500.00	$	9,000.00
621-N2	100	SF	PATCHING, Up to 2", (Euclid- Speedcrete Redline)	THIRTY FIVE DOLLARS AND NO CENTS	$35.00	$	3,500.00
623-A	4,785	LF	CONCRETE VALLEY GUTTER; MATCH EXISTING	TWENTY EIGHT DOLLARS AND NO CENTS	$28.00	$	133,980.00
623-B1	1,515	LF	CONCRETE CURB (MATCH IN-KIND)	TWENTY FOUR DOLLARS AND NO CENTS	$24.00	$	36,360.00
623-B2	545	LF	CONCRETE CURB (ROLL TYPE)	TWENTY SIX DOLLARS AND NO CENTS	$26.00	$	14,170.00
623-C	9,063	LF	COMBINATION CURB AND GUTTER	THIRTY TWO DOLLARS AND NO CENTS	$32.00	$	290,016.00
630-A	320	LF	STEEL BEAM GUARDRAIL, CL A TYPE 2	TWENTY EIGHT DOLLARS AND NO CENTS	$28.00	$	8,960.00
630-C	4	EA	GUARDRAIL END ANCHOR, TYPE 20 (MASH)	THREE THOUSAND EIGHT HUNDRED DOLLARS AND NO CENTS	$3,800.00	$	15,200.00
635-A	32	LF	FENCE, CHAINLINK (MATCH)	SIXTY DOLLARS AND NO CENTS	$60.00	$	1,920.00
650-A	500	CY	TOPSOIL, 4" THICK (TRUCK BED MEASURE)	TWENTY SEVEN DOLLARS AND FIFTY CENTS	$27.50	$	13,750.00
652-A	2.0	ACRE	SEEDING	ONE THOUSAND TWO HUNDRED DOLLARS AND NO CENTS	$1,200.00	$	2,400.00
654-A	5,000	SY	SOLID SODDING (MATCH EXISTING)	SEVEN DOLLARS AND NO CENTS	$7.00	$	35,000.00
656-A	2.0	ACRE	MULCHING	ONE THOUSAND EIGHT HUNDRED DOLLARS AND NO CENTS	$1,800.00	$	3,600.00
665-E	1,000	SY	POLYETHYLENE	ONE DOLLAR AND FIFTY CENTS	1.50	$	1,500.00
665-J	500	LF	SILT FENCE , TYPE A	EIGHT DOLLARS AND NO CENTS	8.00	$	4,000.00
665-Q	500	LF	WATTLES	TWELVE DOLLARS AND NO CENTS	12.00	$	6,000.00
701-A5	4.9	MILE	SOLID WHITE CLASS 2, TYPE A TRAFFIC STRIPE, 5" WIDE (ALL WEATHER ELEMENT)	SIX THOUSAND TWO HUNDRED FORTY FIVE DOLLARS AND NO CENTS	6,245.00	$	30,600.50
701-A6	6.0	MILE	SOLID YELLOW CLASS 2, TYPE A TRAFFIC STRIPE, 5" WIDE (ALL WEATHER ELEMENT)	SIX THOUSAND ONE HUNDRED NINETY DOLLARS AND NO CENTS	6,190.00	$	37,140.00
701-A6	3.8	MILE	BROKEN YELLOW CLASS 2, TYPE A TRAFFIC STRIPE, 5" WIDE (ALL WEATHER ELEMENT)	TWO THOUSAND NINE HUNDRED SEVENTY FIVE DOLLARS AND NO CENTS	2,975.00	$	11,305.00
701-A9	500	LF	SOLID WHITE CLASS 2, TYPE A TRAFFIC STRIPE, 5" WIDE, RADIUS RETURNS (ALL WEATHER ELEMENT)	TWO DOLLARS AND FIFTY CENTS	2.50	$	1,250.00
701-B1	500	LF	DOTTED WHITE, CLASS 2, TYPE A, TRAFFIC STRIPE, 5" WIDE (ALL WEATHER ELEMENT)	TWO DOLLARS AND NO CENTS	2.00	$	1,000.00
701-E1	10	MILE	SOLID/BROKEN TEMPORARY TRAFFIC STRIPE	SEVEN HUNDRED DOLLARS AND NO CENTS	700.00	$	7,000.00

703-A	9,765	SF	TRAFFIC CONTROL MARKINGS, CLASS 2, TYPE A (INCL HC SPACES)	FIVE DOLLARS AND NO CENTS	5.00	$	48,825.00
703-B	300	SF	TRAFFIC CONTROL LEGENDS, CLASS 2, TYPE A	FIVE DOLLARS AND NO CENTS	5.00	$	1,500.00
703-D	5,000	SF	TEMPORARY TRAFFIC CONTROL MARKINGS	ONE DOLLAR AND FIFTY CENTS	1.50	$	7,500.00
705-A1	700	EA	PAVEMENT MARKERS, CLASS A, TYPE 2, BLUE	FIVE DOLLARS AND NO CENTS	5.00	$	3,500.00
705-A2	500	EA	PAVEMENT MARKERS, CLASS A, TYPE 2A,(WHITE OR YELLOW)	FIVE DOLLARS AND NO CENTS	5.00	$	2,500.00
705-A3	500	EA	PAVEMENT MARKERS, CLASS A, TYPE 2D, (YELLOW OR YELLOW/RED)	FIVE DOLLARS AND NO CENTS	5.00	$	2,500.00
740-A	1	LS	TRAFFIC CONTROL (CITY WIDE)	FOUR THOUSAND SIX HUNDRED DOLLARS AND NO CENTS	4,600.00	$	4,600.00
740-A	1	LS	TRAFFIC CONTROL (MAGNOLIA GROVE)	THREE THOUSAND FOUR HUNDRED DOLLARS AND NO CENTS	3,400.00	$	3,400.00
745-A	200	HOUR	UNIFORMED POLICE OFFICER	SIXTY DOLLARS AND NO CENTS	60.00	$	12,000.00
999-R	40	EA	RUBBER RINGS FOR MANHOLES	TWENTY FIVE DOLLARS AND NO CENTS	25.00	$	1,000.00
999-S	10	EA	SPEED CUSHION TABLES (LOCATIONS = 3 EA)	FIVE THOUSAND ONE HUNDRED FIFTY DOLLARS AND NO CENTS	5,150.00	$	51,500.00
999-X	1	LS	WORK OF SIMILAR NATURE	SEVENTY FIVE THOUSAND DOLLARS AND NO CENTS	75,000.00	$	75,000.00
			TOTAL AMOUNT	ELEVEN MILLION THREE HUNDRED SEVENTY SEVEN THOUSAND ONE DOLLARS AND TWENTY FIVE CENTS	$		11,377,001.25

ALL ITEMS SHALL BE CONSIDERED IN-PLACE. PRICES SHALL INCLUDE ALL LABOR, EQUIPMENT, MATERIALS, AND REMOVALS AS REQUIRED FOR CONSTRUCTION OF THE REQUIRED WORK

COMPANY Harwell & Company, LLC.

SIGNATURE Doug Harwell

DATE April 1, 2026

BASE BID

ITEM NO.	DESCRIPTION	QTY	UNIT	UNIT PRICE	UNIT PRICE (WRITTEN IN WORDS)	CONTRACT PRICE
201-A	CLEARING AND GRUBBING (GRIMES STREET)	0.20	AC		_____DOLLARS _____CENTS	
206-C1	RESET EXISTING RIP RAP, UP TO 24" THICK (MAGNOLIA GROVE)	260	SY		_____DOLLARS _____CENTS	
206-C2	REMOVAL CONCRETE SIDEWALK (INCL. SAW CUTTING ALL DEPTHS)	4,132	SY		_____DOLLARS _____CENTS	
206-C3	REMOVAL CONCRETE DRIVEWAY (INCL. SAW CUTTING ALL DEPTHS)	938	SY		_____DOLLARS _____CENTS	
206-C4	REMOVING CONCRETE ROAD PANELS (INCL. SAW CUTTING ALL DEPTHS)	5,525	SY		_____DOLLARS _____CENTS	
206-C5	REMOVING CONCRETE SPEED TABLES (VARIES)	195	SY		_____DOLLARS _____CENTS	
206-D1	REMOVING CONCRETE VALLEY GUTTER (INCL. SAW CUTTING)	4,765	LF		_____DOLLARS _____CENTS	
206-D2	REMOVING CURB AND GUTTER (INCL. SAW CUTTING)	8,493	LF		_____DOLLARS _____CENTS	

ITEM NO.	DESCRIPTION	QTY	UNIT	UNIT PRICE	UNIT PRICE (WRITTEN IN WORDS)	CONTRACT PRICE
206-D3	REMOVING ROLL TYPE CURB (INCL. SAW CUTTING)	545	LF		_____DOLLARS _____CENTS	
206-D4	REMOVING CURB (INCL. SAW CUTTING)	1,485	LF		_____DOLLARS _____CENTS	
206-D5	REMOVING FENCE (CHAINLINK-GRIMES)	32	LF		_____DOLLARS _____CENTS	
206-D6	REMOVAL OF STEEL GUARDRAIL	120	LF		_____DOLLARS _____CENTS	
206-E1	REMOVING INLET LID-PARTIAL (ALL TYPES)	134	EA		_____DOLLARS _____CENTS	
206-E2	REMOVING INLET (TOTAL STRUCTURE)	11	EA		_____DOLLARS _____CENTS	
206-E5	REMOVE CONCRETE INLET THROATS	136	EA		_____DOLLARS _____CENTS	

ITEM NO.	DESCRIPTION	QTY	UNIT	UNIT PRICE	UNIT PRICE (WRITTEN IN WORDS)	CONTRACT PRICE
206-E6	REMOVE GUARD RAIL END TREATMENT	4	EA		_____DOLLARS _____CENTS	
210-A	UNCLASSIFIED EXCAVATION (TRUCK BED MEASURE)	2,172	CY		_____DOLLARS _____CENTS	
210-C	MUCK EXCAVATION (MAGNOLIA GROVE)	180	CYIP		_____DOLLARS _____CENTS	
210-D	BORROW EXCAVATION (TRUCK BED MEASURE)	2,330	CY		_____DOLLARS _____CENTS	
260-A	FLOWABLE FILL	27.0	CY		_____DOLLARS _____CENTS	
301-A	CRUSHED AGGREGATE BASE COURSE, TYPE B, 6" THICK	3,524	SY		_____DOLLARS _____CENTS	
301-B	CRUSHED AGGREGATE BASE COURSE, TYPE B, Thickness Varies (For Panel Replacement if REQD)	650	TON		_____DOLLARS _____CENTS	
408-A1	PLANING EXISTING PAVEMENT, 1"-2" Thick	614,796	SY		_____DOLLARS _____CENTS	
408-A2	PLANING EXISTING PAVEMENT, 2.1"-3.5" Thick	8,457	SY		_____DOLLARS _____CENTS	

ITEM NO.	DESCRIPTION	QTY	UNIT	UNIT PRICE	UNIT PRICE (WRITTEN IN WORDS)	CONTRACT PRICE
408-A3	PLANING EXISTING PAVEMENT FOR DRIVEWAYS (TURNOUTS)	3,790	SY		_____DOLLARS _____CENTS	
429-A1	IMPROVED BITUMINOUS CONCRETE WEARING SURACE, 1/2" MAX AGGREGATE SIZE MIX, ESAL RANGE A/B. APPROX. 165LB/SY, (INCL. TACK COAT & CLEANING GUTTERS)	53,868	TON		_____DOLLARS _____CENTS	
429-A1	IMPROVED BITUMINOUS CONCRETE WEARING SURACE, 3/4" MAX AGGREGATE SIZE MIX, ESAL RANGE A/B. APPROX. 220 LB/SY, (INCL. TACK COAT & CLEANING GUTTERS)	1,500	TON		_____DOLLARS _____CENTS	
429-A3	IMPROVED BITUMINOUS CONCRETE WEARING SURACE, WIDENING, 1/2" MAX AGGREGATE SIZE MIX, ESAL RANGE A/B. APPROX. 165LB/SY, (INCL. TACK COAT FOR **DRIVEWAYS OR TIE-INS**)	350	TON		_____DOLLARS _____CENTS	
429-B1	IMPROVED BITUMINOUS CONCRETE BINDER SURACE,BINDER, 3/4" MAX AGGREGATE SIZE MIX, ESAL RANGE A/B. UP TO 250 LB/SY, (INCL. TACK COAT)	300	TON		_____DOLLARS _____CENTS	

ITEM NO.	DESCRIPTION	QTY	UNIT	UNIT PRICE	UNIT PRICE (WRITTEN IN WORDS)	CONTRACT PRICE
429-B2	IMPROVED BITUMINOUS CONCRETE BINDER SURFACE, LEVELING/PATCHING, 1/2" MAX AGGREGATE SIZE MIX, ESAL RANGE A/B. UP TO. 165LB/SY, (INCL. TACK COAT)	350	TON		_____DOLLARS _____CENTS	
450-A	REINFORCED CONCRETE PANEL, 6" THICK	5,525	SY		_____DOLLARS _____CENTS	
534-B	CLEANING EXISTING CATCH BASIN (VACTRON)	10	EA		_____DOLLARS _____CENTS	
534-E	CLEANING EXISTING PIPE, LESS THAN 48" DIA (VACTRON; INLCUDES VIDEO)	200	LF		_____DOLLARS _____CENTS	
538-A	18" CURED-IN-PLACE LINER (CIPP) REHABILITATION	230	LF		_____DOLLARS _____CENTS	
600-A	MOBILIZATION	1	LS		_____DOLLARS _____CENTS	

ITEM NO.	DESCRIPTION	QTY	UNIT	UNIT PRICE	UNIT PRICE (WRITTEN IN WORDS)	CONTRACT PRICE
608-A	GEOGRID, TENSAR NX-750, INCL OVERLAP	600	SY		_____DOLLARS _____CENTS	
608-A2	SEPARATION FABRIC	100	SY		_____DOLLARS _____CENTS	
610-A	RIP RAP, CLASS 2 (24" THICK (MAGNOLIA GROVE)	150	SY		_____DOLLARS _____CENTS	
610-D	FILTER BLANKET, 7 OZ	180	SY		_____DOLLARS _____CENTS	
614-B	CONCRETE SLOPE PAVING, 5" THICK	145	SY		_____DOLLARS _____CENTS	
618-A1	CONCRETE SIDEWALK, 4" THICK (INCL. EXCAVATION)	4,047	SY		_____DOLLARS _____CENTS	
618-A2	CONCRETE SIDEWALK, 5" THICK (INCL. EXCAVATION)	78	SY		_____DOLLARS _____CENTS	
618-B	CONCRETE DRIVEWAY, 6" THICK (INCL. EXCAVATION)	938	SY		_____DOLLARS _____CENTS	
618-D1	HANDICAP RAMP, TYPE A	162	EA		_____DOLLARS _____ CENTS	

ITEM NO.	DESCRIPTION	QTY	UNIT	UNIT PRICE	UNIT PRICE (WRITTEN IN WORDS)	CONTRACT PRICE
618-D2	HANDICAP RAMP, TYPE C	5	EA		_____DOLLARS _____CENTS	
618-D3	HANDICAP RAMP, TYPE D OR D MODIFIED	31	EA		_____DOLLARS _____CENTS	
618-E	TRUNCATED DOME INSERT, NEW CONSTRUCTION	274	EA		_____DOLLARS _____CENTS	
620-A	MINOR STRUCTURE CONCRETE	16	CY		_____DOLLARS _____CENTS	
621-A	JUNCTION BOX (MODIFIED-GRIMES)	1	EA		_____DOLLARS _____CENTS	
621-C1	INLET, TYPE CURB	2	EA		_____DOLLARS _____CENTS	
621-C2	INLET, TYPE WEIR	6	EA		_____DOLLARS _____CENTS	

ITEM NO.	DESCRIPTION	QTY	UNIT	UNIT PRICE	UNIT PRICE (WRITTEN IN WORDS)	CONTRACT PRICE
621-C3	INLET, TYPE "S" (ALL WINGS)	7	EA		_____DOLLARS _____CENTS	
621-C4	INLET, PARTIAL (TOP - REPLACE IN KIND)	157	EA		_____DOLLARS _____CENTS	
621-C5	INLET, PARTIAL (TOP - MODIFY TO S-TYPE)	8	EA		_____DOLLARS _____CENTS	
621-C6	INLET, PARTIAL (TOP - MODIFY TO WEIR)	4	EA		_____DOLLARS _____CENTS	
621-C7	INLET, PARTIAL (THROAT)	136	EA		_____DOLLARS _____CENTS	
621-N1	REPAIR OF ROADWAY DRAIN (INLET REPAIR)	2	EA		_____DOLLARS _____CENTS	
621-N2	PATCHING, Up to 2", (Euclid- Speedcrete Redline)	100	SF		_____DOLLARS _____CENTS	
623-A	CONCRETE VALLEY GUTTER; MATCH EXISTING	4,785	LF		_____DOLLARS _____CENTS	
623-B1	CONCRETE CURB (MATCH IN-KIND)	1,515	LF		_____DOLLARS _____ CENTS	

ITEM NO.	DESCRIPTION	QTY	UNIT	UNIT PRICE	UNIT PRICE (WRITTEN IN WORDS)	CONTRACT PRICE
623-B2	CONCRETE CURB (ROLL TYPE)	545	LF		_____DOLLARS _____CENTS	
623-C	COMBINATION CURB AND GUTTER	9,063	LF		_____DOLLARS _____CENTS	
630-A	STEEL BEAM GUARDRAIL, CL A TYPE 2	320	LF		_____DOLLARS _____CENTS	
630-C	GUARDRAIL END ANCHOR, TYPE 20 (MASH)	4	EA		_____DOLLARS _____CENTS	
635-A	FENCE, CHAINLINK (MATCH)	32	LF		_____DOLLARS _____CENTS	
650-A	TOPSOIL, 4" THICK (TRUCK BED MEASURE)	500	CY		_____DOLLARS _____CENTS	
652-A	SEEDING	2.0	ACRE		_____DOLLARS _____CENTS	

ITEM NO.	DESCRIPTION	QTY	UNIT	UNIT PRICE	UNIT PRICE (WRITTEN IN WORDS)	CONTRACT PRICE
654-A	SOLID SODDING (MATCH EXISTING)	5,000	SY		_____DOLLARS _____CENTS	
656-A	MULCHING	2.0	ACRE		_____DOLLARS _____CENTS	
665-E	POLYETHYLENE	1,000	SY		_____DOLLARS _____CENTS	
665-J	SILT FENCE , TYPE A	500	LF		_____DOLLARS _____CENTS	
665-Q	WATTLES	500	LF		_____DOLLARS _____CENTS	
701-A5	SOLID WHITE CLASS 2, TYPE A TRAFFIC STRIPE, 5" WIDE (ALL WEATHER ELEMENT)	4.9	MILE		_____DOLLARS _____CENTS	
701-A6	SOLID YELLOW CLASS 2, TYPE A TRAFFIC STRIPE, 5" WIDE (ALL WEATHER ELEMENT)	6.0	MILE		_____DOLLARS _____CENTS	
701-A6	BROKEN YELLOW CLASS 2, TYPE A TRAFFIC STRIPE, 5" WIDE (ALL WEATHER ELEMENT)	3.8	MILE		_____DOLLARS _____CENTS	
701-A9	SOLID WHITE CLASS 2, TYPE A TRAFFIC STRIPE, 5" WIDE, RADIUS RETURNS (ALL WEATHER ELEMENT)	500	LF		_____DOLLARS _____ CENTS	

ITEM NO.	DESCRIPTION	QTY	UNIT	UNIT PRICE	UNIT PRICE (WRITTEN IN WORDS)	CONTRACT PRICE
701-B1	DOTTED WHITE, CLASS 2, TYPE A, TRAFFIC STRIPE, 5" WIDE (ALL WEATHER ELEMENT)	500	LF		_____DOLLARS _____CENTS	
701-E1	SOLID/BROKEN TEMPORARY TRAFFIC STRIPE	10	MILE		_____DOLLARS _____CENTS	
703-A	TRAFFIC CONTROL MARKINGS, CLASS 2, TYPE A (INCL HC SPACES)	9,765	SF		_____DOLLARS _____CENTS	
703-B	TRAFFIC CONTROL LEGENDS, CLASS 2, TYPE A	300	SF		_____DOLLARS _____CENTS	
703-D	TEMPORARY TRAFFIC CONTROL MARKINGS	5,000	SF		_____DOLLARS _____CENTS	
705-A1	PAVEMENT MARKERS, CLASS A, TYPE 2, BLUE	700	EA		_____DOLLARS _____CENTS	
705-A2	PAVEMENT MARKERS, CLASS A, TYPE 2A,(WHITE OR YELLOW)	500	EA		_____DOLLARS _____CENTS	

ITEM NO.	DESCRIPTION	QTY	UNIT	UNIT PRICE	UNIT PRICE (WRITTEN IN WORDS)	CONTRACT PRICE
705-A3	PAVEMENT MARKERS, CLASS A, TYPE 2D, (YELLOW OR YELLOW/RED)	500	EA		_____DOLLARS _____CENTS	
740-A	TRAFFIC CONTROL (CITY WIDE)	1	LS		_____DOLLARS _____CENTS	
740-A	TRAFFIC CONTROL (MAGNOLIA GROVE)	1	LS		_____DOLLARS _____CENTS	
745-A	UNIFORMED POLICE OFFICER	200	HOUR		_____DOLLARS _____CENTS	
999-R	RUBBER RINGS FOR MANHOLES	40	EA		_____DOLLARS _____CENTS	
999-S	SPEED CUSHION TABLES (LOCATIONS = 3 EA)	10	EA		_____DOLLARS _____CENTS	
999-X	WORK OF SIMILAR NATURE	1	LS	**$75,000.00**	SEVENTY-FIVE THOUSAND DOLLARS ZERO CENTS	**$75,000.00**
				TOTAL BASE BID		

Base Bid

Total (All items listed in Proposal) $11,377,001.25

Written in words Eleven Million Three Hundred seventy-seven thousand one dollars & 25/cents

Number of working days to complete 340

Signature of Bidder _____
(If a firm or individual)

Address of Bidder _____

_____

By _____

Signature of Bidder Harwell & Company, LLC.
(If a Corporation)

By _____
President
Doug Harwell
Print

Business Address 75 Midtown Park E Mobile, AL 36606

_____
Secretary

_____
Print

Business Address _____

_____
Treasurer

_____
Print

Business Address _____

(Corporate Seal)

Harwell & Company, LLC CORPORATE SEAL 2010 Alabama

Name of State under the Laws of which the Corporation was chartered:

ATTEST: _____
Secretary

467163
State License Number

Corporate Seal

ITEM IV
BID BOND

KNOW ALL MEN BY THESE PRESENT:

That Harwell & Company, LLC
(Name of Contractor)
75 Midtown Park East, Mobile, AL 36606
(Address)
as Principal, and Old Republic Surety Company
(Name of Surety)
P. O. Box 1635, Milwaukee, WI 53201
(Address)

as Surety, are held firmly bound unto the City of Mobile, a Political Subdivision of and Body Corporate in the State of Alabama as Obligee, in the full and just sum of five percent (5%) of amount bid (maximum amount of Bond is $10,000) lawful money of the United States, for the payment of which sum, well and truly to be 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 **2026 CIP RESURFACING-DISTRICTS 1, 2, 3, 4, 5, & 7, City of Mobile Project No. *2026-3005-01.***

The condition of this obligation is such that if the aforesaid Principal shall be awarded the contract the said Principal will, within the time required, enter into a formal contract and give a good and sufficient bond to secure the performance of the terms of and conditions of the Contract, then this obligation is to be void; otherwise, the Principal and the Surety will pay unto the Obligee the difference in money between the amount of the Contract as awarded and the amount of the proposal of the next lowest bidder, which amount shall not exceed $10,000. If no other bids are received, the full amount of the proposal guarantee shall be so retained or recovered as liquidated damages for such default.

Signed, Sealed and Delivered April 1, 2026 (Date)

Witness as to Principal:

Harwell & Company, LLC (Contracting Firm)

By Doug Harwell (SEAL)

Old Republic Surety Company (Name of Surety)

COUNTERSIGNED:

Tammy P. Williams, Attorney-In-Fact

Alabama Resident Agent By Tammy P. Williams

Tammy P. Williams, Alabama Resident Agent

BIDS WILL NOT BE CONSIDERED UNLESS BID BOND IS SIGNED BY PRINCIPAL AND SURETY.

OLD REPUBLIC SURETY COMPANY

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That OLD REPUBLIC SURETY COMPANY, a Wisconsin stock insurance corporation, does make, constitute and appoint: MARSHA GREENE, CHARLES E. GUNTHARP JR, DANELLE R. STOKES, TAMMY P. WILLIAMS of MOBILE, AL

its true and lawful Attorney(s)-in-Fact, with full power and authority for and on behalf of the company as surety, to execute and deliver and affix the seal of the company thereto (if a seal is required), bonds, undertakings, recognizances or other written obligations in the nature thereof, ***(other than bail bonds, bank depository bonds, mortgage deficiency bonds, mortgage guaranty bonds, guarantees of installment paper and note guaranty bonds, self-insurance workers compensation bonds guaranteeing payment of benefits, or black lung bonds),*** as follows:

ALL WRITTEN INSTRUMENTS

and to bind OLD REPUBLIC SURETY COMPANY thereby, and all of the acts of said Attorneys-in-Fact, pursuant to these presents, are ratified and confirmed. This appointment is made under and by authority of the board of directors at a special meeting held on February 18, 1982.

This Power of Attorney is signed and sealed by facsimile under and by the authority of the following resolutions adopted by the board of directors of the OLD REPUBLIC SURETY COMPANY on February 18,1982.

RESOLVED that, the president, any vice-president or assistant vice president, in conjunction with the secretary or any assistant secretary, may appoin attorneys-in-fact or agents with authority as defined or limited in the instrument evidencing the appointment in each case, for and on behalf of the company to execute and deliver and affix the seal of the company to bonds, undertakings, recognizances, and suretyship obligations of all kinds; and said officers may remove any such attorney-in-fact or agent and revoke any Power of Attorney previously granted to such person.

RESOLVED FURTHER, that any bond, undertaking, recognizance, or suretyship obligation shall be valid and binding upon the Company

(i) when signed by the president, any vice president or assistant vice president, and attested and sealed (if a seal be required) by any secretary or assistant secretary; or

(ii) when signed by the president, any vice president or assistant vice president, secretary or assistant secretary, and countersigned and sealed (if a seal be required) by a duly authorized attorney-in-fact or agent; or

(iii) when duly executed and sealed (if a seal be required) by one or more attorneys-in-fact or agents pursuant to and within the limits of the authority evidenced by the Power of Attorney issued by the company to such person or persons.

RESOLVED FURTHER that the signature of any authorized officer and the seal of the company may be affixed by facsimile to any Power of Attorney or certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligations of the company; and such signature and seal when so used shall have the same force and effect as though manually affixed.

IN WITNESS WHEREOF, OLD REPUBLIC SURETY COMPANY has caused these presents to be signed by its proper officer, and its corporate seal to be affixed this 11th day of July, 2023.

OLD REPUBLIC SURETY COMPANY

Karen J. Haffner
Assistant Secretary

OLD REPUBLIC SURETY COMPANY CORPORATE SEAL 1981

Alan Pavlic
President

STATE OF WISCONSIN, COUNTY OF WAUKESHA - SS

On this 11th day of July, 2023, personally came before me, Alan Pavlic and Karen J Haffner, to me known to be the individuals and officers of the OLD REPUBLIC SURETY COMPANY who executed the above instrument, and they each acknowledged the execution of the same, and being by me duly sworn, did severally depose and say: that they are the said officers of the corporation aforesaid, and that the seal affixed to the above instrument is the seal of the corporation, and that said corporate seal and their signatures as such officers were duly affixed and subscribed to the said instrument by the authority of the board of directors of said corporation.

KATHRYN R. PEARSON NOTARY PUBLIC STATE OF WISCONSIN

Kathryn R. Pearson
Notary Public

My Commission Expires: September 28, 2026

CERTIFICATE

(Expiration of notary's commission does not invalidate this instrume

I, the undersigned, assistant secretary of the OLD REPUBLIC SURETY COMPANY, a Wisconsin corporation, CERTIFY that the foregoing and attached Power of Attorney remains in full force and has not been revoked; and furthermore, that the Resolutions of the board of directors set forth in the Power of Attorney, are now in force.

OLD REPUBLIC SURETY COMPANY CORPORATE SEAL 1981

92-0152

Signed and sealed at the City of Brookfield, WI this 1st day of April, 2026.

Karen J. Haffner
Assistant Secretary

ORSC 22262 (3-06)

VALENT GROUP, LLC

ITEM V
LABOR AND MATERIALS BOND

KNOW ALL MEN BY THESE PRESENT, that we Harwell & Company, LLC as Principal and Old Republic Surety Company as Surety, are held and firmly bound unto said City of Mobile, a political subdivision of the body corporate in the State of Alabama, hereinafter called the Obligee, in the penal sum of eleven million three hundred seventy-seven thousand one dollars and twenty-five cents Dollars ($ 11,377,001.25) 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 _____, ____ (hereinafter called the Contract) for **2026 CIP RESURFACING-DISTRICTS 1, 2, 3, 4, 5, & 7** Project No. 2026-3005-01 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 10th day of April 2026.

Individual Principals sign here

_____(SEAL)

_____(Print)

_____(SEAL)

_____(Print)

_____(SEAL)

_____(Print)

In the presence of:

_____

_____

Harwell & Company, LLC

BY: _____
(Signature)

Doug Harwell
(Print)

ITS: Owner/Member
(Title)

ATTEST: Jada A. Worring
(Signature)

Jada A. Worring (Print)

ITS: Office Manager

JADA A. WORRING
NOTARY PUBLIC, ALABAMA STATE AT LARGE
MY COMMISSION EXPIRES APR. 20, 2027

Old Republic Surety Company

BY: Tammy P. Williams
(Signature)

Tammy P. Williams
(Print)

ITS: Attorney-In-Fact
(Title)

ATTEST: Danelle Stokes
(Signature)

Danelle R. Stokes (Print)

ITS: Alabama Resident Agent

Corporate Seal

OLD REPUBLIC SURETY COMPANY

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That OLD REPUBLIC SURETY COMPANY, a Wisconsin stock insurance corporation, does make, constitute and appoint: MARSHA GREENE, CHARLES E. GUNTHARP JR, DANELLE R. STOKES, TAMMY P. WILLIAMS of MOBILE, AL

its true and lawful Attorney(s)-in-Fact, with full power and authority for and on behalf of the company as surety, to execute and deliver and affix the seal of the company thereto (if a seal is required), bonds, undertakings, recognizances or other written obligations in the nature thereof, ***(other than bail bonds, bank depository bonds, mortgage deficiency bonds, mortgage guaranty bonds, guarantees of installment paper and note guaranty bonds, self-insurance workers compensation bonds guaranteeing payment of benefits, or black lung bonds),*** as follows:

ALL WRITTEN INSTRUMENTS

and to bind OLD REPUBLIC SURETY COMPANY thereby, and all of the acts of said Attorneys-in-Fact, pursuant to these presents, are ratified and confirmed. This appointment is made under and by authority of the board of directors at a special meeting held on February 18, 1982.

This Power of Attorney is signed and sealed by facsimile under and by the authority of the following resolutions adopted by the board of directors of the OLD REPUBLIC SURETY COMPANY on February 18,1982.

RESOLVED that, the president, any vice-president or assistant vice president, in conjunction with the secretary or any assistant secretary, may appoin attorneys-in-fact or agents with authority as defined or limited in the instrument evidencing the appointment in each case, for and on behalf of the company to execute and deliver and affix the seal of the company to bonds, undertakings, recognizances, and suretyship obligations of all kinds; and said officers may remove any such attorney-in-fact or agent and revoke any Power of Attorney previously granted to such person.

RESOLVED FURTHER, that any bond, undertaking, recognizance, or suretyship obligation shall be valid and binding upon the Company

(i) when signed by the president, any vice president or assistant vice president, and attested and sealed (if a seal be required) by any secretary or assistant secretary; or

(ii) when signed by the president, any vice president or assistant vice president, secretary or assistant secretary, and countersigned and sealed (if a seal be required) by a duly authorized attorney-in-fact or agent; or

(iii) when duly executed and sealed (if a seal be required) by one or more attorneys-in-fact or agents pursuant to and within the limits of the authority evidenced by the Power of Attorney issued by the company to such person or persons.

RESOLVED FURTHER that the signature of any authorized officer and the seal of the company may be affixed by facsimile to any Power of Attorney or certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligations of the company; and such signature and seal when so used shall have the same force and effect as though manually affixed.

IN WITNESS WHEREOF, OLD REPUBLIC SURETY COMPANY has caused these presents to be signed by its proper officer, and its corporate seal to be affixed this 11th day of July, 2023.

OLD REPUBLIC SURETY COMPANY

Karen J. Haffner
Assistant Secretary

OLD REPUBLIC SURETY COMPANY CORPORATE SEAL 1981

Alan Pavlic
President

STATE OF WISCONSIN, COUNTY OF WAUKESHA - SS

On this 11th day of July, 2023, personally came before me, Alan Pavlic and Karen J Haffner, to me known to be the individuals and officers of the OLD REPUBLIC SURETY COMPANY who executed the above instrument, and they each acknowledged the execution of the same, and being by me duly sworn, did severally depose and say: that they are the said officers of the corporation aforesaid, and that the seal affixed to the above instrument is the seal of the corporation, and that said corporate seal and their signatures as such officers were duly affixed and subscribed to the said instrument by the authority of the board of directors of said corporation.

KATHRYN R. PEARSON NOTARY PUBLIC STATE OF WISCONSIN

Kathryn R. Pearson
Notary Public

My Commission Expires: September 28, 2026

(Expiration of notary's commission does not invalidate this instrume

CERTIFICATE

I, the undersigned, assistant secretary of the OLD REPUBLIC SURETY COMPANY, a Wisconsin corporation, CERTIFY that the foregoing and attached Power of Attorney remains in full force and has not been revoked; and furthermore, that the Resolutions of the board of directors set forth in the Power of Attorney, are now in force.

OLD REPUBLIC SURETY COMPANY CORPORATE SEAL 1981

92-0152

Signed and sealed at the City of Brookfield, WI this 10th day of April, 2026.

Karen J. Haffner
Assistant Secretary

ORSC 22262 (3-06)

ITEM VI
PERFORMANCE BOND

KNOW ALL MEN: That we Harwell & Company, LLC
(Name of Contractor)
a Corporation, Partnership, or Individual (underline correct legal title of Contractor), hereinafter called the "Principal", and

Old Republic Surety Company
(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 eleven million three hundred seventy-seven thousand one dollars and twenty-five cents dollars ($ 11,377,001.25), 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 _____, ____, entered into a Contract with the Owner for 2026 CIP RESURFACING DISTRICTS 1, 2, 3, 4, 5, & 7 which agreement is by reference made a part hereof.

NOW THEREFORE, the condition of this obligation is such that if the Principal shall faithfully perform the Contract on his part, and satisfy all claims and demands, incurred for the same, and shall fully indemnify and save harmless the Owner from all cost and damage which he may suffer by reason of failure to do so, and shall fully reimburse and repay the Owner all outlay and expense which the Owner may incur in making good any such default, thence this obligation shall be null and void; otherwise it shall remain in full force and effect.

PROVIDED, however, that no suit action or proceedings by reason of any default whatever be brought on his Bond after twelve months from the day on which the final payment under the Contract falls due.

PROVIDED, further that the said Surety, or Sureties, for the value received hereby stipulate and agree that no charge, extension of time or addition to the terms of the Contract or to the work to be performed thereunder of the Specifications thereof shall in any way effect their obligations on this bond, and they do hereby waive notice of such change, extension of time, alteration or addition to the terms of the contract, or to the work, or to the Specifications.

SIGNED, SEALED AND DELIVERED this 10th day of April 2026.

Individual Principals sign here

_____(SEAL)

_____(Print)

_____(SEAL)

_____(Print)

_____(SEAL)

_____(Print)

In the presence of:

_____

_____

Harwell & Company, LLC

BY: _____
(Signature)

Doug Harwell
(Print)

ITS: Owner/member
(Title)

ATTEST:
_____
(Signature)

Jada A. Worring (Print)

ITS: Office Manager
(Title)

Harwell & Company, LLC CORPORATE SEAL 2010 Alabama

JADA A. WORRING
NOTARY PUBLIC, ALABAMA STATE AT LARGE
MY COMMISSION EXPIRES APR. 20, 2027

Old Republic Surety Company

BY: _____
(Signature)

Tammy P. Williams
(Print)

ITS: Attorney-In-Fact
(Title)

ATTEST:
_____
(Signature)

Danelle R. Stokes (Print)

ITS: Alabama Resident Agent
(Title)

Corporate Seal

OLD REPUBLIC SURETY COMPANY

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That OLD REPUBLIC SURETY COMPANY, a Wisconsin stock insurance corporation, does make, constitute and appoint: MARSHA GREENE, CHARLES E. GUNTHARP JR, DANELLE R. STOKES, TAMMY P. WILLIAMS of MOBILE, AL

its true and lawful Attorney(s)-in-Fact, with full power and authority for and on behalf of the company as surety, to execute and deliver and affix the seal of the company thereto (if a seal is required), bonds, undertakings, recognizances or other written obligations in the nature thereof, ***(other than bail bonds, bank depository bonds, mortgage deficiency bonds, mortgage guaranty bonds, guarantees of installment paper and note guaranty bonds, self-insurance workers compensation bonds guaranteeing payment of benefits, or black lung bonds),*** as follows:

ALL WRITTEN INSTRUMENTS

and to bind OLD REPUBLIC SURETY COMPANY thereby, and all of the acts of said Attorneys-in-Fact, pursuant to these presents, are ratified and confirmed. This appointment is made under and by authority of the board of directors at a special meeting held on February 18, 1982.

This Power of Attorney is signed and sealed by facsimile under and by the authority of the following resolutions adopted by the board of directors of the OLD REPUBLIC SURETY COMPANY on February 18,1982.

RESOLVED that, the president, any vice-president or assistant vice president, in conjunction with the secretary or any assistant secretary, may appoin attorneys-in-fact or agents with authority as defined or limited in the instrument evidencing the appointment in each case, for and on behalf of the company to execute and deliver and affix the seal of the company to bonds, undertakings, recognizances, and suretyship obligations of all kinds; and said officers may remove any such attorney-in-fact or agent and revoke any Power of Attorney previously granted to such person.

RESOLVED FURTHER, that any bond, undertaking, recognizance, or suretyship obligation shall be valid and binding upon the Company

(i) when signed by the president, any vice president or assistant vice president, and attested and sealed (if a seal be required) by any secretary or assistant secretary; or

(ii) when signed by the president, any vice president or assistant vice president, secretary or assistant secretary, and countersigned and sealed (if a seal be required) by a duly authorized attorney-in-fact or agent; or

(iii) when duly executed and sealed (if a seal be required) by one or more attorneys-in-fact or agents pursuant to and within the limits of the authority evidenced by the Power of Attorney issued by the company to such person or persons.

RESOLVED FURTHER that the signature of any authorized officer and the seal of the company may be affixed by facsimile to any Power of Attorney or certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligations of the company; and such signature and seal when so used shall have the same force and effect as though manually affixed.

IN WITNESS WHEREOF, OLD REPUBLIC SURETY COMPANY has caused these presents to be signed by its proper officer, and its corporate seal to be affixed this 11th day of July, 2023.

OLD REPUBLIC SURETY COMPANY

Karen J. Haffner
Assistant Secretary

OLD REPUBLIC SURETY COMPANY CORPORATE SEAL 1981

Alan Pavlic
President

STATE OF WISCONSIN, COUNTY OF WAUKESHA - SS

On this 11th day of July, 2023, personally came before me, Alan Pavlic and Karen J Haffner, to me known to be the individuals and officers of the OLD REPUBLIC SURETY COMPANY who executed the above instrument, and they each acknowledged the execution of the same, and being by me duly sworn, did severally depose and say: that they are the said officers of the corporation aforesaid, and that the seal affixed to the above instrument is the seal of the corporation, and that said corporate seal and their signatures as such officers were duly affixed and subscribed to the said instrument by the authority of the board of directors of said corporation.

KATHRYN R. PEARSON NOTARY PUBLIC STATE OF WISCONSIN

Kathryn R. Pearson
Notary Public

My Commission Expires: September 28, 2026

(**Expiration of notary's commission does not invalidate this instrume**

CERTIFICATE

I, the undersigned, assistant secretary of the OLD REPUBLIC SURETY COMPANY, a Wisconsin corporation, CERTIFY that the foregoing and attached Power of Attorney remains in full force and has not been revoked; and furthermore, that the Resolutions of the board of directors set forth in the Power of Attorney, are now in force.

92-0152

OLD REPUBLIC SURETY COMPANY CORPORATE SEAL 1981

Signed and sealed at the City of Brookfield, WI this 10th day of April, 2026.

Karen J. Haffner
Assistant Secretary

ORSC 22262 (3-06)

VALENT GROUP, LLC

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 ten (10%) 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. The successful bidder will be required to submit mix designs to comply with Item 429-A, based on the State of Alabama Highway Department Standard Specifications for Highway Construction, 2006 Edition, with all latest additions and modifications of the Engineering Department for the City of Mobile, to the City's Testing Lab for approval.

14. Any asphalt used on the project shall have an approved mix design and shall not contain shingles (RAS).

15. The Contractor shall have on the job site at all times, as his agent, a competent superintendent capable of reading and thoroughly understanding the plans and specifications and thoroughly experienced in the type of work being performed, who shall receive instructions from the City Engineer or his authorized representatives. The Superintendent shall have full authority to execute orders or directions of the City Engineer without delay and to promptly supply such materials, equipment, tools, labor and incidentals as may be required. Joint venture Contractors shall have one such superintendent for all ventures. Such superintendents shall be furnished irrespective of the amount of work sublet and shall have full authority over all subcontract work. The superintendent shall be required to have direct communication with the supplier in case of mechanical failure at the site or the plant.

16. The contractor shall take all necessary precautions for the protection of the work and safety and comfort of the general work. Such work shall comply with applicable 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, Current Edition, and other requirements set forth by the Traffic Engineer. [There shall be no direct payment for said traffic control plan preparation or for items in Section 740. All materials, signage, lights, hardware, drums, equipment, labor, handling and maintenance until project completion and any other incidentals necessary to complete the job shall be considered incidental to the project Item 740 Traffic Control. The Contractor shall restore existing traffic mechanisms to original condition. [OR] Payment for items in Section 740 shall be full compensation for all materials, signage, lights, hardware, drums, equipment, labor, handling and maintenance until project completion and any other incidentals necessary to complete the job. The Contractor shall restore existing traffic mechanisms to original condition.]

21. All equipment shall be in good mechanical working order. If not, the Project Inspector can require removal from the project.

22. The Contractor at no direct payment will support any utilities encountered during construction, requiring support. Contractor is responsible for securing and supporting all utilities located adjacent to or within the limits of excavation. The cost associated with this work will be a subsidiary obligation of clearing & grubbing (no direct payment).

23. Maintenance roads, haul roads, laydown yards, staging areas, and detours constructed for the Contractor's use and convenience, shall be constructed at the Contract's expense, and shall be absorbed in other bid items. All construction entrances to the site of work shall have aggregate surfacing placed over filter fabric for a minimum of fifty (50) linear feet from the adjacent connecting roadway, by an appropriate width, in an effort to minimize the transportation of sediment onto existing roadways. All areas shall be restored to their preconstruction condition after project completion. Any damage to the asphalt wearing surface beyond or within the limits of construction, as determined by the Engineer or Owner, shall be repaired at no cost to the Owner. Any traffic control required to complete such repairs shall be in accordance with Federal MUTCD manual, Latest Edition and at no cost to the Owner.

24. Any damage caused by the Contractor or his subcontractors to the existing bituminous asphalt surface and/or base structure on local streets leading to or associated with this project shall be repaired by the Contractor at no cost to the owner.

25. It shall be the responsibility of the contractor to provide a substantial stand of grass at the time of the Final Inspection. Any sod that is not living and/or viable in the opinion of the Engineer shall be replaced at no additional cost to the project. The Contractor shall provide a one-year warranty period from the time of final payment.

26. Contactor shall remove and dispose of all waste and unsuitable material, from the project site. The Contractor will be held responsible for disposal of debris and construction materials in an appropriate manner and at an approved, permitted location. The Contractor will be responsible for compliance with applicable laws or ordinances regarding material type and disposal site. **Disposal of construction materials and debris is specified in Subarticles 206.4(c) and 201.03(d) of the Standard Specifications.**

    The Contractor will submit a plan for the disposal of construction materials, indicating proposed disposal location, type of debris and quantity of material. City Engineering staff will monitor the disposal of construction materials for compliance with applicable laws and ordinances. There will be no additional compensation for disposing of such material off the project site.

27. All salvageable material from the project shall be stored on the project at locations designated by the City Engineer. Any material not wanted by the City of Mobile shall be the property of the Contractor and removed from the project. There will be no direct payment for removing and storing the salvageable materials, nor removing unwanted materials from the project.

28. Existing excavated material suitable for use as backfill, embankments, etc. shall be used on the project at no direct payment. Additional material required and compaction of the additional fill material shall be paid for under Item 210-D and Section 306.03 of the Standard Specifications.

29. Existing topsoil material suitable for use on the project shall be stockpiled and utilized at no direct payment. Additional topsoil required shall be paid for under Item 650-A, as designated in the Standard Specifications and will be measured by Truck Bed Measurement.

30. **All water and sanitary sewer work shall comply with the Mobile Area Water and Sewer System (MAWSS) Standard Specifications, latest edition. All MAWSS work, whether by prime or subcontractor, shall be accomplished by an experienced contractor, familiar with MAWSS construction and specifications. The Engineer may require the Contractor to provide necessary documentation explaining such experience before permission to accomplish work is granted.**

31. The project site shall be kept clean at all times. Loose dirt, materials, excavation, etc. shall be kept cleared from streets, walks, ditches, etc. The Owner reserves the right to demand that the Contractor's forces be diverted to clean up whenever conditions warrant such diversion. Diversion of Contractor's forces will not entitle the Contractor to any extension of time or additional compensation.

32. The contractor shall take whatever steps are necessary to ensure that dust is controlled during operations.

33. If provided in the Bid Schedule, accepted Concrete Combination Curb and Gutter, as designated in the Standard Specifications, will be measured in linear feet, complete, in place, along the base of the curb face. Measurement for payment will not extend across driveways or inlets.

34. If provided in the Bid Schedule, mix design for Bituminous Concrete Wearing Surface, Item 429-A, shall be based on the Alabama Department of Transportation Standard Specifications for Highway Construction, 2006 edition. The successful bidder will be required to submit mix designs to comply with Item 429-A, based on the Alabama Department of Transportation Standard Specifications for Highway Construction, 2006 Edition, with all latest additions and modifications of the Engineering Department for the City of Mobile, to the City's Testing Lab for approval.

35. The Contractor, at no cost to the Owner, shall replace any existing survey monument or property corner that is damaged during construction.

36. Project Documentation: Prior to the start of construction, the **Contractor** shall document any features or items of interest or importance by the use of photography and/or videotapes. At least two (2) copies of video and/or photos shall be made. City Engineer shall retain one set. Prints and/or tapes shall be delivered to the City Engineer within one week after they are made.

37. Pipe is to be videoed before acceptance by the City of Mobile. No pay item provided. Cost is considered incidental to the Project.

38. It is the sole responsibility of the Contractor to protect his/her equipment. The owner or the engineer shall not entertain any claims by the Contractor due to any damage to his or her equipment or materials.

39. The Contractor shall notify property owners prior to construction. The Contractor shall provide documentation to the Engineer that this has been accomplished. Notifying property owners is considered incidental to the project.

40. The relocation of signs and mailboxes shall be considered a subsidiary obligation of the project.

41. Any damage to private property beyond the limits required to install the storm drain system, sidewalk, curbing, etc., as determined by the Engineer, shall be repaired at the Contractor's expense.

42. The Contractor shall use extreme caution when working in close proximity to existing houses or other structures. Any damage to the existing structures from the Contractor's negligence shall be repaired at the Contractor's expense. The Contractor shall be very cautious of existing landscaping items located within the project area and shall coordinate with property owners regarding landscaping items to be removed. Any damage to

existing items not scheduled to be removed shall be replaced at the Contractor's expense.

43. All pipe joints shall be wrapped to City of Mobile specifications. Pipes shall not have lifting holes.

44. There shall be adjustment to fuel or asphalt index for this project.

45. The contractor shall be responsible for implementing and maintaining any and all necessary environmental control measures in accordance with all Local, State, and Federal laws and requirements. This includes protection from concrete surface preparations, erosion and sediment controls, as well as a result from any other construction related activities. Any and all fines assessed to the project resulting from the negligence of the Contractor will be the sole responsibility of the Contractor. There will be no direct payment for the materials, equipment, labor or other incidentals needed to fulfill this requirement.

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. The Contractor shall be required to have an 8 – 10 Ton Steel Wheel Roller that has all the mechanical parts working properly. In addition, a backup 8 – 10 Ton Steel Wheel roller in case of breakdown so as not to interrupt the continuous placing of asphalt. The tack

truck shall, at all times during working hours, have the tack heated to a temperature suitable for placing. The spreader will be required to have all mechanical parts working properly. Mechanical parts are defined as hydraulics, tamper bars, burners, etc. A backup spreader shall be readily available so as not to interrupt the continuous placing of asphalt in case of breakdown.

50. Working hours on certain streets will be limited. All working times, closures, etc., will be coordinated with the City of Mobile Traffic Engineering Department.

51. Workmen shall wear reflectorized vests, shirts or jackets.

52. The Contractor shall not commence with milling, tacking, resurfacing, or striping until all vehicles are removed from the street.

53. At intersections, driveways, and all turnouts, the City Project Inspectors and/or its Engineer shall determine the limits to mill and resurface. The Contractor shall ensure that the asphalt surface meets the elevation at the gutter so as to facilitate drainage, sidewalk ramp construction, and ADA compliance.

54. Tack coat shall be emulsified asphalt grade CRS-2, CRS-2h, CSS-1, CSS-1h, CQS-1h, or CQS-1hp, or one of the Performance Graded Asphalt Binders shown in Article 804.07 in accordance with requirements of Section 405 of the State of Alabama Highway Department Standard Specifications for Highway Construction, 2018 Edition, with all latest additions and modifications of the Engineering Department for the City of Mobile.

55. Contractor shall use a mechanical broom with blower in operating condition for cleaning streets prior to tacking and resurfacing operations.

56. On some streets, a "ski pole" will be required to insure the correct grade on the street. This will be done at the discretion of the Project Inspector.

57. All temporary stop work joints shall be made using paper. At the beginning of the next work day the contractor shall make every effort to make a joint that will conform to the existing road surface.

58. Prior to resurfacing, the water and sewer manholes and valve covers will be raised by Mobile Area Water & Sewer System. The contractor will make every reasonable effort to make sure the manholes and water valves are exposed after resurfacing is completed.

59. All traffic control configurations shall be restored to their original patterns, unless otherwise directed by the Traffic Engineering Director.

60. All resurfaced streets shall require blue fire hydrant raised markers to be installed to help identify fire hydrant locations. Blue pavement markers are installed in the middle of the travel lane adjacent to a fire hydrant location. In cases where the fire hydrant is located at the corner of an intersecting street, a blue pavement marker is installed on both streets.

61. Reflective Hot tape or 3M-brand reflective roll tape may be allowed to be substituted for thermoplastic paint on Item 703-A. Traffic Engineering must approve any substitutions before use.

62. The Engineer will prepare an estimate once each month for work completed. The contractor will send the Engineer a copy of his estimate figures for the month. Contractors will be required to submit a City of Mobile DBE Utilization Report with each invoice and with final closeout documents.

63. Tack coat shall be applied prior to placement of asphalt per ALDOT Section 405. There will be no direct payment for this work. It shall be absorbed in other items of work. Only trackless tack shall be allowed on this project.

64. Gutter cleaning will be a subsidiary obligation of 429-A1 Improved Bituminous Concrete Wearing Surface.

65. All permanent striping shall have all weather element.

66. The contractor shall provide adequate light plant(s) for all milling and paving operations during night work. The Engineer and Owner shall request additional lighting to be provided if deemed inadequate. (No direct payment)

67. The contractor shall "NOT" perform milling or paving operations within "72 Hour" of a concrete pour, repair, or installation of a new feature that is adjacent to the paving surface.

68. The contractor shall "Hand Fill" paving patch between and adjacent to speed tables that are encountered during this project.

69. The contractor shall install manhole rubber rings for exposed manhole (tops) following milling operations if paving is not scheduled within 48 hours of milling the roadway. Rubber rings will be paid for "one time" under item 999-R, per each, and reused throughout the project.

ITEM IX
ARTICLES OF AGREEMENT

STATE OF ALABAMA)
COUNTY OF MOBILE)
CITY OF MOBILE)

(Executed in Quintuplicate)

(1) **THIS AGREEMENT** is made and entered into by and between the **CITY OF MOBILE, ALABAMA** (hereinafter "CITY"), acting by and through its MAYOR and CITY COUNCIL, and Harwell & Company, LLC (hereinafter "CONTRACTOR"), and shall be effective as of the date this Agreement is last signed by all parties hereto (the "Effective Date").

WITNESSETH: That the said party of the second part has agreed and by these present does agree with the said party of the first part, for the consideration hereinafter mentioned and contained, and under the penalty expressed in a bond bearing even date with these presents and hereunto annexed, to furnish at their/his own proper cost and expense, all the necessary materials, equipment and labor, of every description and to carry out and complete in a good, firm and substantial manner the following:

Project Name: 2026 CIP RESURFACING-DISTRICTS 1, 2, 3, 4, 5, & 7
Project No: 2026-3005-01
Project Description: Street Resurfacing and related work
Major work items include: Resurfacing

City of Mobile Project Number **2026-3005-01**, all complete in place with all appurtenances for the consideration of unit prices set forth in CONTRACTOR's Proposal (estimated to total $ 11,377,001.25) in strict accordance with this contract. The advertisement, proposal, special provisions, plans and specifications are all made a part of this agreement.

CITY:

(2) Wherever the word "CITY" is used, it shall refer to the City of Mobile, Alabama.

COUNCIL:

(3) Whenever the word "COUNCIL" is used in the Specifications, it shall refer to the governing body of the City of Mobile, Alabama, the party of the first part of the Agreement.

CONTRACT:

(4) Whenever the word "CONTRACT" is used it shall be held to mean the executed documents comprising the written agreement between the City of Mobile and the Contractor setting forth the obligations of the parties hereunder for the performance of the prescribed work. The Contract includes the invitation for bids, proposal, contract forms and contract bonds, specifications, supplemental specifications, special provisions, general and detailed plans, these Articles of Agreement, notice to proceed, and any change orders that are required to complete the construction of the work in an acceptable manner, including authorized extensions thereof,

and such other documents as by law or references are made a part thereof, all of which constitute one instrument.

CONTRACTOR:

(5) Whenever the word "CONTRACTOR" is used it shall be held to mean any individual, corporation, partnership, or other entity selected to perform any or all construction services. The contractor shall be eligible to bid Alabama Department of Transportation projects at the time of the prebid conference to be considered a valid bidder for this project.

CITY ENGINEER:

(6) Whenever the word "CITY ENGINEER" is used, it shall refer to the CITY ENGINEER for the City of Mobile or his appointed assistants.

ENGINEER:

(7) The engineering company assigned to perform engineering design and construction inspection services for this project. The engineering company so assigned to this project is **SAWGRASS CONSULTING, LLC.**

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 four consecutive weeks and submit proof of advertising publication, original form with notary seal, as required by Section 39-2-12 of the 1975 Code of Alabama.
- The Contractor must execute copies of Contractor's Affidavit of Payment of Claims and Debts.
- The Contractor must have his/her surety execute copies of Consent of Surety to Final Payment.
- The Contractor must furnish a letter on his letterhead acknowledging that acceptance of final payment by the Contractor constitutes a waiver of all claims, present or future, in connection with this project.

- The Contractor must furnish a written guarantee on his letterhead covering all defects in material and workmanship for a period of one (1) year commencing on the date that final payment is received.
- The Contractor must provide a Maintenance Agreement for the grassing for up to one (1) year from the date of final payment.
- The Contractor must provide a City of Mobile DBE Utilization Report summarizing DBE participation to include the name of the DBE firm, address, telephone number and amount paid. If there was no DBE participation on the project, this report must summarize the reasons why and document any attempts made to secure DBE participation.

Upon successful completion of these documents, payment of the FINAL ESTIMATE shall be made to the Contractor.

E-VERIFY:

(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 **CIP FY 2026**. 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 Construct (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.

TERMINATION:

(31) City may terminate all or part of this Agreement for City's convenience by providing thirty (30) days written notice to CONTRACTOR. In such event, CONTRACTOR will be entitled to Compensation for the Services completely and satisfactorily performed up to the effective date of termination.

NOTICE:

(32) Any notice or communication required or permitted by this Agreement shall be deemed sufficiently given if in writing and when delivered personally or 48 hours after deposit with a receipted commercial courier service or the U.S. Postal Service as registered or certified mail, postage prepaid, and addressed as follows:

CITY OF MOBILE
Engineering Dept
205 Government Street
P. O. Box 1827
Mobile, Alabama 36633-1827

Attn: Tammy Lambeth, P.E.

or to such other address as the party to whom notice is to be given has furnished to the other party(ies) in the manner provided above.

SURVIVAL OF CONTRACT TERMINATION:

(33) The Articles relating to Indemnification, Data Rights, Governing Law and Venue shall survive completion of the Services, payment in full of the Compensation and termination of this Agreement.

TERM OF AGREEMENT

(34) The Services are to be performed beginning as of the date of last execution between the parties and continuing through May 2028. This timeline should be flexible and adaptable in the event of any unforeseen and/or changing circumstances, by written agreement, the parties can extend said term.

MISCELLANEOUS:

Governing Law: The validity, construction and performance of this Agreement and all disputes between the parties arising out of this Agreement or as to any matters related to but not covered by this Agreement shall be governed by the laws, without regard to the laws as to choice or conflict of laws, of the State of Alabama.

Assignment: Neither this Agreement nor any rights under this Agreement may be assigned by any party, without the prior written consent of the other party.

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

Parties in Interest: Nothing in this Agreement, expressed or implied, is intended to confer on any person or entity other than the parties any right or remedy under or by reason of this Agreement.

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

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

Venue, Jurisdiction and Process: The parties agree that any suit, claim, or other action or proceeding relating to or arising out of this Agreement or any Task Order, including without limitation for the interpretation, performance, enforcement or breach of this Agreement or any Task Order, shall be instituted only in the Circuit Court for Mobile County, Alabama, and each party irrevocably submits to the jurisdiction of such proceeding and waives any and all objections to jurisdiction or venue that it may have under the laws of any state or otherwise in such proceeding.

Severability: The invalidity or unenforceability of any particular provision of this Agreement shall not affect the other provisions, and this Agreement shall be construed in all respects as if any invalid or unenforceable provision were omitted.

Preparation of Agreement: All provisions of this Agreement have been subject to full and careful review by and negotiation between CONTRACTOR and City. Each such party has availed itself of such legal advice and counsel as it, respectively, has deemed appropriate. The parties hereto agree that neither one of them shall be deemed to be the drafter or author of this Agreement, and in the event this Agreement is subject to interpretation or construction by a court of law or panel of arbitration, such court or panel shall not construe this Agreement or any portion hereof against either party as the drafter of this Agreement.

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

SIGNATURE:

IN WITNESS WHEREOF, the parties to these presents have hereunto set their hand and seal the day and year first above written; the City of Mobile by its Mayor acting under and by virtue of the authority in him vested and the CONTRACTOR by such duly authorized officers or individuals as may be required by law.

CITY OF MOBILE

BY: _____

ITS MAYOR

_____(Print)

ATTEST:

BY: _____

CITY CLERK

_____(Print)

CONTRACTOR:

_____

AN INDIVIDUAL

WITNESSES:

_____

_____(Print)

_____(Print)

Harwell & Company, LLC

CONTRACTOR: **(IF CORPORATION)**

_____(Print)

BY: _____

ITS PRESIDENT

Doug Harwell (Print)

ATTEST:

Jada A. Worring

ITS SECRETARY

Jada A. Worring (Print)

April 24, 2026

DATE

Corporate Seal



STATE OF ALABAMA }

COUNTY OF MOBILE }

I, the undersigned, Notary Public in and for said County in said State, hereby certify that Doug Harwell, whose name is signed to the foregoing instrument in the capacity of owner/member of Harwell & Company, LLC and who is known to me, acknowledged before me on this day that, being informed of the contents of the instrument, he executed the same voluntarily on the day and date the same bears date.

Given under my hand and official seal of office this the 24th day of April, 2026.

Jada A Worring

NOTARY PUBLIC My Commission Expires:

JADA A. WORRING
NOTARY PUBLIC, ALABAMA STATE AT LARGE
MY COMMISSION EXPIRES APR. 20, 2027

JADA A. WORRING
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.

Payment for stored materials may be included on the monthly estimates only if approved in advance by the CITY. Payment for stored materials will be at the discretion of the CITY.

4. SECTION 210, PAY ITEM 210-A *UNCLASSIFIED EXCAVATION*; PAY ITEM 210-D *BORROW EXCAVATION. STRUCTURE FILL (A-2-4 OR BETTER)*: PAY ITEM 210-E *BORROW EXCAVATION STRUCTURE*, SUB-SECTION 210.09 METHOD OF MEASUREMENT SHALL BE **REPLACED** WITH THE FOLLOWING:

Unit of Measurement for all accepted Excavation shall be by the cubic yard truck bed measure. The accepted volume of Excavation shall be based on certified delivery tickets as determined by truck bed measure.

5. ITEM 429-A *IMPROVED BITUMINOUS CONCRETE WEARING SURFACE LAYER PATCHING, 1/2" MAXIMUM AGGREGATE SIZE MIX. ESAL RANGE E (INCL. TACK COAT)* (ALDOT Standard Specifications for Highway Construction, CURRENT Edition):

429.A277.01

Description
This section shall consist of a hot bituminous plant mixed pavement layer placed on a prepared surface in accordance with the Alabama Department of Transportation (ALDOT) Standard Specifications for Highway Construction 2018 edition. General requirements for all bituminous concrete pavements in section 410 are applicable to this section. QC/QA from section 106 applies to this section as well. This section shall include the surface preparation and use of tack coat as found in section 405 of the 2018 ALDOT Standard Specifications for Highway Construction.

429.A277.02

Materials
Materials shall conform to Section 410 and section 429.02 Materials of the 2018 ALDOT Standard Specifications for Highway Construction. Tack Coat Material shall

conform to section 405 of the 2018 ALDOT Standard Specifications for Highway Construction.

429.A277.03

Basis of Payment
Improved Bituminous Concrete Wearing Surface Layer, will be paid for at the contract unit price, including the placement of tack coat, bid in accordance with Article 410.09 Payments shall be made per ton of completed in place Bituminous Concrete Wearing Surface Layer, Patching as prescribed in the 2006 ALDOT Standard Specifications for Highway Construction.

6. ITEM 618-D *HANDICAP RAMPS* (TYPE(S) A, B, C, D, E):

618.D.01

Description
This section shall include the work of furnishing, installing, and finishing as required, handicap ramps at locations as required in the plans or as directed by the ENGINEER

618.D.02

Materials
Materials shall conform to Section 618 of the 2018 ALDOT Standard Specifications for Highway Construction.

618.D.03

Basis of Payment
Payment will be based on the respective unit bid price for handicap ramps, complete-in-place according to plan details which shall be payment in full for hauling, preparation, placing, and maintenance as required and for all labor, equipment, tools, and incidentals necessary to complete this item. Truncated Domes required for handicap ramps shall be paid for separately under Pay Item No. 618-E and are not included in Pay Item 618-D.

7. ITEM 618-E *REGULAR AND MODIFIED TRUNCATED DOME INSERT FOR NEW OR EXISTING HANDICAP RAMPS*:

618.E.1

Description

This section shall include the work of furnishing, installing, cutting and anchoring Truncated Dome Inserts in new and existing handicap ramps.

618.E.2

Materials
Truncated Dome Inserts shall be Armor Tile ATR 2448 for New Construction or Armor-Tile ADA-S 2448 for existing construction. Color Colonial Red, Federal Color Number 20109, or approved equal, Truncated Domes shall be 24" wide x 48" in length and shall have a mechanism for anchoring insert into concrete that allows easy removal and replacement. For ramps with a width between 4 ft and 5 ft, Truncated Domes shall be 60" in length.

618.E.3

Basis of Payment
Payment will be based on the respective unit bid price and shall be payment in full for furnishing, installing, cutting or modification including all labor, equipment, tools and incidentals necessary to complete this item.

Where installation of multiple Truncated Domes require cutting, payment will be made for each complete Truncated Dome Insert used in the installation.

8. ITEM 623-B127 *REMOVAL AND REINSTALLATION OF SLATE TILES*:

623.B127.1

Description
This section shall include the work of removing, stockpiling, reinstalling of slate tiles.

623.B127.2

Basis of Payment
Payment will be based on the respective unit bid price and shall be payment in full for removing, stockpiling, reinstalling, grouting, cutting or modification including all labor, equipment, tools and incidentals necessary to complete this item.

9. 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.

10. 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.

11. 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.

12. ITEM 690-A *PROJECT SIGN -PORTABLE:*

690.A.01

Description
This pay item shall include all labor and maintenance necessary to provide, on the project site, a project sign(s) for the duration of the project. Project signs shall be portable and moved from location to location as work progresses. Only one sign will be required per construction site. The project sign shall display the district number(s) and be in accordance with the detail shown in Attachment E.

690.A.02

Basis of Payment
Payment will be based on the respective unit bid price for project signs, complete-in-place, which shall be payment in full for furnishing the individual signs, for moving to each location, preparation, placing, and maintenance of the signs and for all labor, equipment, tools and incidentals necessary to complete this item;

13. ITEM 690-B *PORTABLETOILETS - 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.

14. 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-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 Project 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:

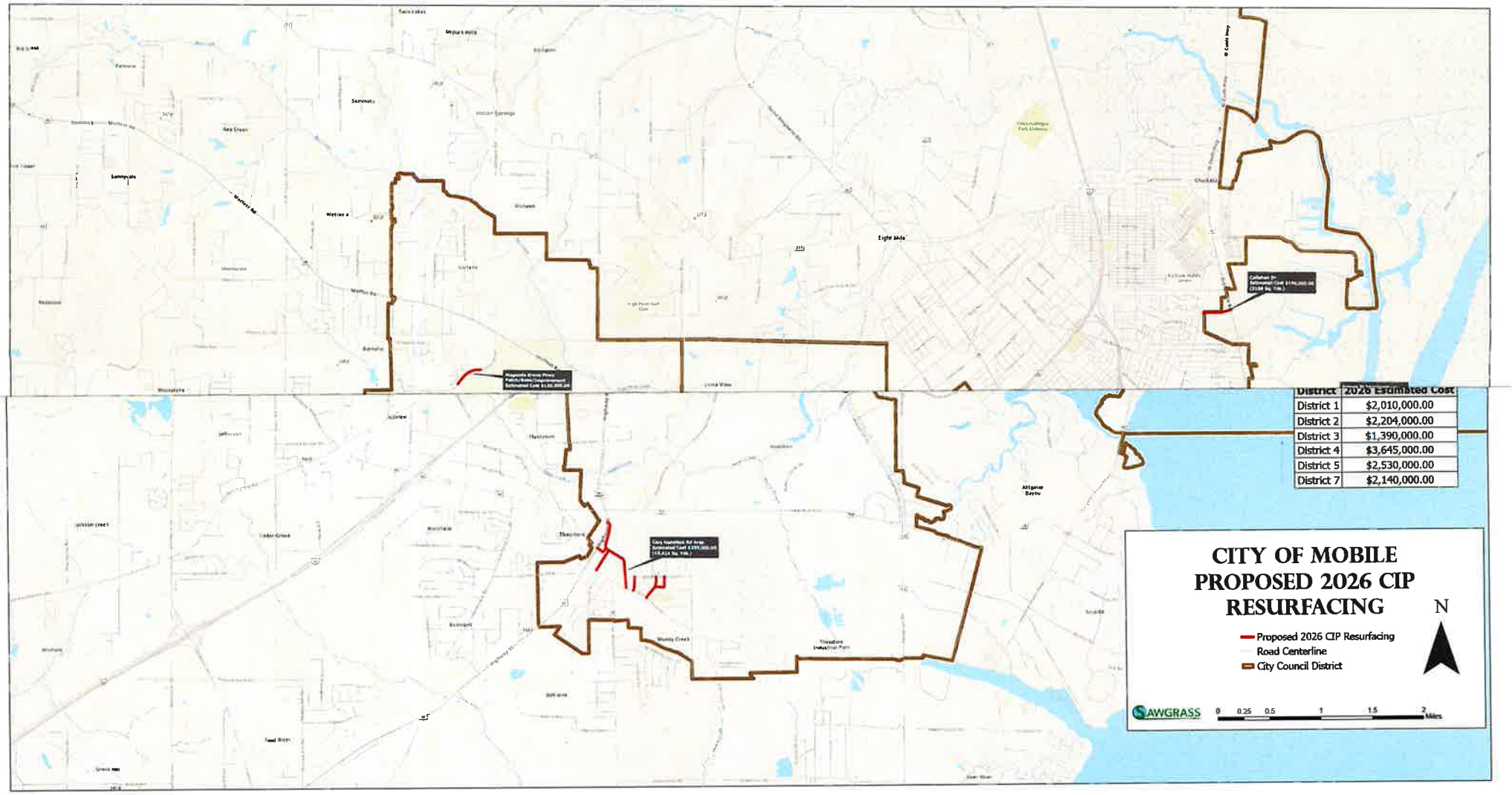
$$\frac{\text{Value of work performed (in dollars)}}{\text{Lump sun value of pay item (in dollars)}} = \text{Amount Payable (in percent)}$$

b. PAYMENT

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.

ATTACHMENT "A"

LOCATION


CITY OF MOBILE
PROPOSED 2026 CIP
RESURFACING
N
Proposed 2026 CIP Resurfacing
Road Centerline
City Council District
SAWGRASS
0 0.25 0.5 1 1.5 2 Miles
District 2026 Estimated Cost
District 1 $2,010,000.00
District 2 $2,204,000.00
District 3 $1,390,000.00
District 4 $3,645,000.00
District 5 $2,530,000.00
District 7 $2,140,000.00

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

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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 04/09/2026

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
Valent Group, LLC
1110 Montlimar Drive
Suite 400
Mobile AL 36609

CONTACT NAME: Tammy Williams
PHONE (A/C, No, Ext): (251) 544-7277 **FAX (A/C, No):** (251) 343-0653
E-MAIL ADDRESS: twilliams@valentgroup.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Cincinnati Indemnity Insurance Company	23280
INSURER B : XL Specialty Insurance Co	37885
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED
Harwell & Company LLC
H & C Division Supply LLC
75 Midtown Park E
Mobile AL 36606-4141

COVERAGES **CERTIFICATE NUMBER:** CL2611254383 **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 [X] Contractual Liability GEN'L AGGREGATE LIMIT APPLIES PER: [X] POLICY [X] PRO-JECT [ ] LOC [ ] OTHER:	Y	Y	EPP0767416	01/14/2026	01/14/2027	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 $ 100,000 $ 10,000 $ 1,000,000 $ 2,000,000 $ 2,000,000
A	AUTOMOBILE LIABILITY [X] ANY AUTO [ ] OWNED AUTOS ONLY [ ] SCHEDULED AUTOS [ ] HIRED AUTOS ONLY [ ] NON-OWNED AUTOS ONLY	Y	Y	EBA0767416	01/14/2026	01/14/2027	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000,000 $ $ $
A	[X] UMBRELLA LIAB [X] OCCUR [ ] EXCESS LIAB [ ] CLAIMS-MADE [ ] DED [ ] RETENTION $	Y	Y	EPP0767416	01/14/2026	01/14/2027	EACH OCCURRENCE AGGREGATE	$ 6,000,000 $ 6,000,000
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y / N [ ] If yes, describe under DESCRIPTION OF OPERATIONS below	N / A		Issued By Work Comp Carrier			[ ] PER STATUTE [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ $ $
B	Leased/Rented Equipment Scheduled Equipment			UM00082560MA26A	01/14/2026	01/14/2027	Ded $5000 Ded 3% $5000 minimum	$1,000,000 $3,802,113

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

RE: 2026 CIP RESURFACING -DISTRICTS 1,2,3,4,5 & 7 PROJECT NO. 2026-3005-01
City of Mobile is included as an Additional Insured with respect to General Liability, Auto liability and umbrella policies. Coverage is Primary and Non-contributory. Waiver of subrogation applies in favor of City of Mobile with respect to General Liability, Auto liability and umbrella 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 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
Charlie Huntharp, Jr.

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The ACORD name and logo are registered marks of ACORD

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 4/9/2026

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 *CCMSI* *c/o WorkersFirst CompFund* *2 East Main Street Ste 208* *Danville, IL 61832*	CONTACT NAME: *Linda Hudgins* PHONE (A/C, No, Ext): *(888)-578-5555 8417* FAX (A/C, No): *217-477-6772* E-MAIL ADDRESS: *workersfirst@ccmsi.com*
INSURED *HARWELL & COMPANY, LLC* *75 MIDTOWN PARK E* *MOBILE, AL 36606-4141*	INSURER(S) AFFORDING COVERAGE — NAIC # INSURER A: *WorkersFirst CompFund* INSURER B: *Midwest Employers Casualty Company* — *23612* INSURER C: INSURER D: INSURER E: INSURER F:

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	COMMERCIAL GENERAL LIABILITY						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 $							$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY		X	*EWC005404(WC)*	*1/1/2026*	*1/1/2027*	X PER STATUTE ☐ OTH-ER	
B	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y / N ☐	N / A		*PRAL127200(EL)*			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)

RE: Project No. 2026-3005-01 / 2026 CIP Resurfacing Districts 1,2,3,4,5 & 7. Mobile, Alabama. City of Mobile is named as Alternate Employer. Waiver of Subrogation in favor of City of Mobile applies. A 30 day written notice of cancellation applies.
REGARDING EFFECTIVE AND EXPIRATION, BOTH DAYS ARE AT 12:01 A.M. STANDARD TIME AT THE INSUREDS ADDRESS.
COVERAGE UNDER THIS PROGRAM IS LIMITED TO THE ALABAMA WORKERS COMPENSATION ACT.

CERTIFICATE HOLDER

CITY OF MOBILE, AL
P. O. BOX 1827
MOBILE, AL 36633

CANCELLATION

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

AUTHORIZED REPRESENTATIVE
Linda Hudgins

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The ACORD name and logo are registered marks of ACORD

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

This agreement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

Schedule
City of Mobile, AL
P. O. Box 1827
Mobile, AL 36633

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 ***4/9/2026 - 1/1/2027***
Insured
HARWELL & COMPANY, LLC
Insurance Company
WorkersFirst Comp Fund

Policy No. ***PRAL127200(EL)*** Endorsement No.
Premium ***0***

Countersigned by Linda Hudgins

WC 00 03 13
(Ed. 4-84)

© 1983 National Council on Compensation Insurance.

ATTACHMENT "C"

SUBCONTRACTING PLAN, E-VERIFY AFFIDAVIT, E-VERIFY REGISTRATION PRINTOUT, DBE UTILIZATION REPORT, AND SECRETARY OF STATE REGISTRATION

City of Mobile
Office of Supplier Diversity

REQUEST FOR WAIVER OF DISADVANTAGED BUSINESS ENTERPRISE (DBE) GOAL

Bid/RFP/P.O./Solicitation/Other# 2026-3005-01 Current Date 3/3/26

Project Description: 2026 CIP RESURFACING – CITY COUNCIL DISTRICTS 1, 2, 3, 4, 5, & 7

Total Estimated Value of the Project: $12,000,000.00 Construction Contract

By City of Mobile Department/ Division/ Office/Unattached Board

I hereby request that the DBE participation goal, pursuant to Ordinance of the City Charter and Policy, be waived on the above-referenced project for the following reason(s):
Please attached any supporting documentation.

DBE goal percentage requested to be reduced to 10%. For construction due to the size of the contract scope of work.

Reducing the DBE goal to 10% will benefit the city by mitigating the chance of schedule delays due to the capabilities

And resources of smaller organizations.

John Forrester
Requested By (Department Director)

(Signature) City Engineer (Title) 3-10-2026 (Date)

251-208-7243
Telephone Number

forresterj@cityofmobile.gov
Email Address

Reviewed By (Office of Supplier Diversity)
Archnique Kidd (Signature) Small Business Development Manager (Title) 3/10/2026 (Date)

City of Mobile

Office of Supplier Diversity

Request of Waiver of DBE Goal

The City of Mobile establishes an overall goal of 15% utilization of socially and economically disadvantaged businesses for all public spending or private projects that utilize public funding and/or incentives.

Use this form to request a waiver of DBE goals on a City of Mobile Bid, RFP, solicitation or contract. You can download a PDF fill-in version of this form at https://cityofmobile.sharepoint.com/sites/COMPortal .
Contact the Office of Supplier Diversity at 251-208-7967 if you require assistance with completing this or any other DBE form.

This form should be completed by the City department requesting a waiver. Upon completion, submit the form to the Office of Supplier Diversity by email at officeofsupplierdiversity@cityofmobile.org.

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.

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	Harwell & Company, LLC.
Address	75 Midtown Park E Mobile, AL 36606-4141
Telephone	251-308-4700
E-Mail	harwellmrclean@bellsouth.net ; jada@harwellandcompany.com

RFP/RFQ Solicitation Number	2026-3005-01
Project Description	2026 CIP Resurfacing - Districts 1, 2, 3, 4, 5, & 7
Is your company a DBE company?	Yes ☐ No ☒
Work force demographics	Male 39 Female 10 Minority 28 Non-minority 21 SDVO _____ Total number of Employees 49

Subcontractor/Major Supplier Plan submitted by:

Printed Name: Jada Worring

Signature: Jada A. Worring Date: 4/1/2026

Title: Office Manager

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

Name: Jada Worring Title: Office Manager

Email: jada@harwellandcompany.com Phone: 251-308-4700

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 Harwell & Company, LLC. Your Bid/Proposal Amount $ 11,377,001.25 Date: April 1, 2026

Description 2026-3005-01 Name of Bidder/Proposer:

2026 ~~PDH~~ CIP Resurfacing - Districts 1, 2, 3, 4, 5, & 7

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
J. Moore Construction	251-422-6411	concrete & asphalt	$49,900.00	.5%	yes	
Construction Labor Services	251-645-4147	concrete/material/trucki	$1,087,800.13	9.95%	yes	
Renfroe & Hibberts	251-680-5881	Striping	$157,620.50	2%	NO	
C & H Construction	251-973-9500	Traffic Control	$35,000.00	.3%	NO	
APAC	251-423-4901	asphalt	$2,400,000.00	21%	NO	
Wiregrass	251-408-0770	asphalt	$2,400,000.00	21%	NO	
Vulcan	251-432-0572	material supplier	$106,000.00	1%	NO	
MMC Materials	251-408-0700	Concrete	$70,000.00	.6%	NO	
Bay Concrete	251-957-0490	concrete	$70,000.00	.6%	NO	
Suncoast Infrastructure	~~251-~~228-2183098	Pipeline	$42,000.00	.3%	NO	
Scott Allen Construction	251-604-2638	concrete	$500,000.00	4%	NO	
Evans & Company	800-832-4521	material supplier	$14,000.00	.1%	NO	

OFFICE OF SMALL BUSINESS DEVELOPMENT

CITY OF MOBILE

Subcontracting and Major Supplier Plan

Form 2: Good Faith Effort Documentation

Name of Bidder: Harwell & Company, LLC.

Contact Person: Jada Worring Phone: 251-308-4700 Email: jada@harwellandcompany.com

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

YES (☐)	NO (☐)	Did you do these suggested areas for DBE recruitment and engagement
		PRE-BID MEETING(S): The bidder attended all pre-bid meetings scheduled by the City to inform DBEs of contracting and subcontracting opportunities.
		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.

N/A

CITY OF MOBILE

Subcontracting and Major Supplier Plan

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

N/A

CONTRACT RECORDS:

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

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

Section 2(B)

_____ There are not ways to break out 15% of the value of this contract for subcontractors / suppliers. Provide further details as to why and attach the document to this form if there is an inability to break out 15% of the value of the contract was the reason, or a reason, you could not meet the participation requirements.

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

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

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

_____

_____

OFFICE OF SMALL BUSINESS DEVELOPMENT

CITY OF MOBILE

Compliance Form

DBE UTILIZATION REPORT

Return to Office Small Business Development
Via email at archnique.kidd@cityofmobile.org
P.O. Box 1948
Mobile, AL 36633

CONTRACTOR:	Certified DBE: YES NO	
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)

Harwell & Company, L.L.C.

Entity ID Number	000-442-103
Entity Type	Domestic Limited Liability Company
Principal Address	MOBILE, AL
Principal Mailing Address	Not Provided
Status	Exists
Place of Formation	Mobile County
Formation Date	01/08/2010
Registered Agent Name	HARRY V SATTERWHITE
Registered Office Street Address	1325 DAUPHIN ST MOBILE, AL 36604
Registered Office Mailing Address	1325 DAUPHIN ST MOBILE, AL 36604
Nature of Business	CONSTRUCTION SERVICES
Members	
Member Name	HARWELL, L DOUGLAS JR
Member Street Address	Not Provided
Member Mailing Address	Not Provided
Annual Reports	
Report Year	2011 2012 2013 2014 2015 2016 2017 2018 2019 2020 2021 2022 2023
Transactions	
Transaction Date	03/03/2023
Registered Agent Changed From	ERWIN, C MARK 1325 DAUPHIN ST MOBILE, AL 36604
Scanned Documents	
Document Date / Type / Pages	01/08/2010 Certificate of Formation 3 pgs.
Document Date / Type / Pages	03/03/2023 Registered Agent Change 2 pgs.

E-Verify

E-VERIFY IS A SERVICE OF DHS AND SSA

Company ID Number: 531791

Approved by:

Employer	
Harwell and Company, LLC	
Name (Please Type or Print) Lisa H Owen	**Title**
Signature Electronically Signed	**Date** 03/30/2012
Department of Homeland Security – Verification Division	
Name (Please Type or Print) USCIS Verification Division	**Title**
Signature Electronically Signed	**Date** 03/30/2012

E-Verify

E-VERIFY IS A SERVICE OF DHS AND SSA

Company ID Number: 531791

Information Required for the E-Verify Program	
Information relating to your Company:	
Company Name	Harwell and Company, LLC
Company Facility Address	2390 Raymond Tanner Road Semmes, AL 36575
Company Alternate Address	P O Box 2625 Semmes, AL 36575
County or Parish	MOBILE
Employer Identification Number	271618603
North American Industry Classification Systems Code	238
Parent Company	
Number of Employees	20 to 99
Number of Sites Verified for	1 site(s)

STATE OF ALABAMA
COUNTY OF MOBILE

AFFIDAVIT OF VENDOR / CONTRACTOR

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

President/CEO of Harwell + Company, LLC

As a condition for the award of a contract by the City of Mobile to a business entity or employer that employs one or more employees, I hereby attest that in my capacity as Owner/CEO for Harwell + Company, LLC that said employer shall not knowingly employ, hire for employment, or continue to employ an unauthorized alien.

By signing this contract, the contracting parties affirm, for the duration of the agreement, that they will not violate Federal Immigration Law or knowingly employ, hire for employment, or continue to employ an unauthorized alien within the State of Alabama. Furthermore, a contracting party found to be in violation of this provision shall be deemed in breach of the agreement and shall be responsible for all damages resulting therefrom.

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

CEO of Harwell + Company, LLC

Sworn to and subscribed before me this the 24th day of April, 2026

I certify that the affiant is known to me to be the identical party he or she claims to be.

Signature and Seal of Notary Public

JADA A. WORRING
NOTARY PUBLIC, ALABAMA STATE AT LARGE
MY COMMISSION EXPIRES APR. 20, 2027

JADA A. WORRING NOTARY PUBLIC ALABAMA STATE AT LARGE

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. 2026-3005-01
2026 CIP RESURFACING-DISTRICTS 1, 2, 3, 4, 5, & 7

OWNER: CITY OF MOBILE, ALABAMA

CONTRACTOR: _____ SURETY: _____

_____ _____

In accordance with the provisions of the Contract between the Owner and the Contractor listed above,

the Surety Company, _____

on bond of Contractor, _____

hereby approved the final payment to the Contractor, and agrees that the final payment to the Contractor shall not relieve the Surety Company of any of its obligations to Owner, _____ THE CITY OF MOBILE, ALABAMA.

IN WITNESS WHEREOF, the Surety Company has hereinto set its hand and seal this

_____ day of _____, 20_____.

Surety Company

_____

_____ _____

Witness Signature of Authorized Agent

_____ Title _____

CONTRACTOR'S AFFIDAVIT OF PAYMENT OF CLAIMS & DEBTS

PROJECT: CITY OF MOBILE
CITY PROJECT NO. **2026-3005-01**
2026 CIP RESURFACING-DISTRICTS 1, 2, 3, 4, 5, & 7

OWNER: CITY OF MOBILE, ALABAMA

CONTRACTOR: _____

State of:_____
County of:_____

The undersigned hereby certifies that, except as listed below, he has paid in full or otherwise satisfied all obligations for all materials and equipment furnished, for all work, labor and services performed, and for all known indebtedness and claims against the Contractor for damages arising in any manner in connection with the performance of the contract referenced above for which the owner or his property might in any way be held responsible.

EXCETION: (If none, write none)_____
_____
_____
_____
_____

Contractor:_____

_____

Subscribed and sworn to before me this

_____day of _____, 20___.

By:_____

Title:_____

Notary Public:_____

My Commission Expires:_____

CITY OF MOBILE

CONTRACTOR'S CLOSEOUT REQUIREMENTS

The Contractor shall execute the following requirements as follows:

1. The Contractor must publicly advertise the NOTICE OF COMPLETION furnished by Engineer a minimum of once a week for four (4) consecutive weeks.

2. The Contractor must execute copies of CONTRACTOR'S AFFIDAVIT OF PAYMENT OF CLAIMS AND DEBTS on the form furnished by the Engineer.

3. The contractor must have his surety execute copies of CONSENT OF SURETY TO FINAL PAYMENT on the form furnished by the Engineer.

4. The Contractor must furnish a letter on his letterhead acknowledging that acceptance of final payment by the Contractor constitutes a waiver of all claims, present or future, in connection with this project.

5. The Contractor must furnish a written guarantee on his letterhead covering all defects in material and workmanship for a period of one (1) year commencing on the date that final payment is received.

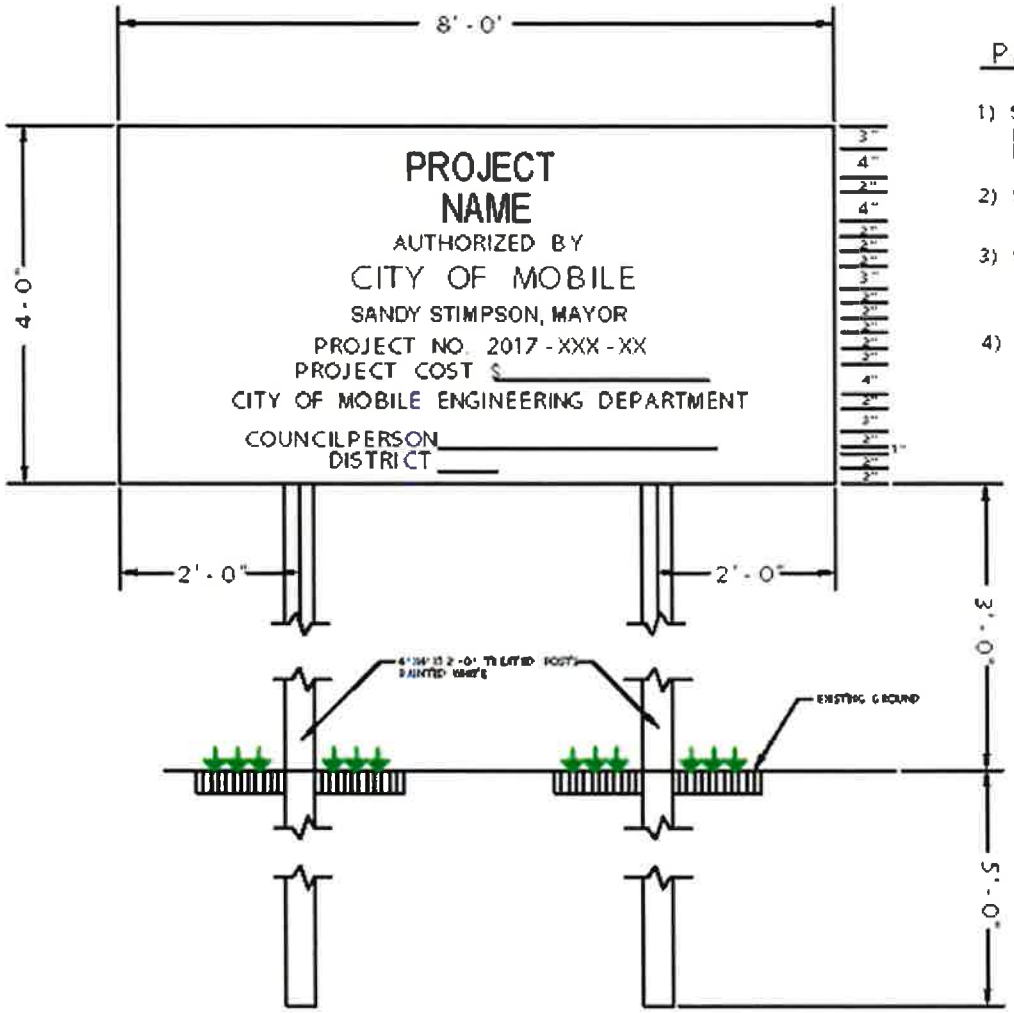
6. Contractor must provide a Maintenance Agreement for the grassing for a period of one (1) year commencing on the date that final payment is received.

7. The Contractor must provide a DBE Utilization Report summarizing the DBE participation to include name of DBE firm, address, telephone number, and amount paid.

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

ATTACHMENT "E"

SIGN DETAILS



PROJECT SIGN DETAIL

1) Sign shall be constructed of 3/4"exterior grade plywood painted with 2 coats exterior semi gloss white enamel and lettered with exterior black enamel.

2) Sign to be placed at location directed by the Engineer.

3) Sign to be freshly painted and maintained in good condition until completion of project and then removed from the site.

4) Project cost shall be neatly painted on original sign and not on a board nailed to the sign.

Note: This detail is provided as an example only. Text will be project specific.

ATTACHMENT "F"

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:** 4/1/2026

Name of Project: **2026 CIP RESURFACING-DISTRICTS 1, 2, 3, 4, 5, & 7**
Project Number: **2026-3005-01**

SALES TAX ACCOUNTING
Pursuant to Act 2021-372, the Contractor accounts for the sales tax NOT included in the bid proposal form as follows:

	ESTIMATED SALES TAX AMOUNT
BASE BID ITEMS:	$ 455,080.05

Failure to provide an accounting of sales tax shall render the bid non-responsive. Other than determining responsiveness, sales tax accounting shall not affect the bid pricing nor be considered in the determination of the lowest responsible and responsive bidder.

Legal Name of Bidder Harwell & Company, LLC.
Mailing Address 75 Midtown Park E, Mobile, AL 36606-4141

***By (Legal Signature)** _____

*Name (type or print) Doug Harwell (Seal)

*Title Owner / Member

Telephone Number 251-308-4700, 251-680-0995

ATTACHMENT "G"

MAP BOOK

CAPITAL CONTRACT SUMMARY SHEET

AGENDA ITEM SUMMARY SHEET

Print Page | Reset

Agenda of: 5 May 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 Musco Sports Lighting LLC

PURPOSE & SCOPE OF PROJECT:

To approve issuance of purchase order to Musco Sports Lighting LLC for field lights for Trimmier Park football field.

CIP Trimmier Park Lights Upgrade

RESOLUTION ☒ ORDINANCE ☐ OTHER ☐

AMOUNT OF CONTRACT: $253,000.00

FUNDING SOURCE:

Budget Item: See Requisition Discretionary Funds: _____

Budget amendment: REDUCE ☐ INCREASED ☐

Grant funds: _____ Matching funds: _____

Associated Costs:

Current year (itemize)
Type: _____ Amount: _____

Future years
Year: _____ Amount: _____

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

Effective date of contract: On issuance to vendor.

Renewal date of contract (if applicable): _____

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

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

How many bidders submitted bids (if applicable): na

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

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
11073	2026	(3030) REAL ESTATE ASSET MANAGEMENT	FIELD LIGHTS FOR TRIMMIER PARK FOOTBALL FIELD (SOURCEWELL COOPERATIVE PURCHASING AGREEMENT, NOT ON STATE CONTRACT)	$253,000.00	(278697) MUSCO SPORTS LIGHTING LLC

Adopted:

_____
City Clerk

Bill To	Requisition 00011073-00 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: 910518227 Status: Approved Page 1

Vendor	Ship To
MUSCO SPORTS LIGHTING LLC 100 1ST AVENUE WEST OSKALOOSA, IA 52577 Tel#800-808-6020 Fax 641-672-4740	TRIMMIER PARK 3600 ALBA CLUB ROAD MOBILE, AL 36605 CHUCK.BABIN@CITYOFMOBILE.GOV Deliver To TRIMMIER PARK 3600 ALBA CLUB ROAD MOBILE, AL 36605

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
04/22/26	278697				REAL ESTATE ASSET MANAGEMEN

LN	Description / Account	Qty	Unit Price	Net Price
	General Notes --- AS PER YOUR QUOTE 156970 AND THE SOURCEWELL CONTRACT 041123-MSL EXPIRES 06-16-2027			
001	Lighting Football Field, GUARANTEED LIGHTING PERFORMANCE • GUARANTEED LIGHT LEVELS OF 50 FOOTCANDLES AND UNIFORMITY OF 2. 0:1.0 • BALLTRACKER® TECHNOLOGY - TARGETED LIGHT, OPTIMIZING VISIBILITY OF THE BALL IN PLAY WITH NO GLARE IN THE PLAYERS TYPICAL LINE-OF-SIGHT SYSTEM DESCRIPTION • FACTORY AIMED AND ASSEMBLED LUMINARIES, INCLUDING BALLTRACKER® LUMINAIRES • GALVANIZED STEEL POLES • PRE-CAST CONCRETE BASES WITH INTEGRATED LIGHTNING GROUNDING • POLE LENGTH FACTORY ASSEMBLED WIRE HARNESSES • FACTORY WIRED AND TESTED REMOTE ELECTRICAL COMPONENT ENCLOSURES • UL LISTED ASSEMBLIES • ENHANCED CORROSION PROTECTION CONTROL SYSTEMS AND SERVICES • LIGHTING CONTACTOR CABINET TO PROVIDE ONSITE ON/OFF CONTROL • CONTROL-LINK® CONTROL AND	1.00 EACH	253000.00000	253000.00

Bill To	Requisition 00011073-00 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: 910518227 Status: Approved Page 2

Vendor	Ship To
MUSCO SPORTS LIGHTING LLC 100 1ST AVENUE WEST OSKALOOSA, IA 52577 Tel#800-808-6020 Fax 641-672-4740	TRIMMIER PARK 3600 ALBA CLUB ROAD MOBILE, AL 36605 CHUCK.BABIN@CITYOFMOBILE.GOV Deliver To TRIMMIER PARK 3600 ALBA CLUB ROAD MOBILE, AL 36605

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
04/22/26	278697				REAL ESTATE ASSET MANAGEMEN

LN	Description / Account	Qty	Unit Price	Net Price
	MONITORING SYSTEM TO PROVIDE REMOTE ON/OFF AND DIMMING (HIGH/MEDIUM/LOW) CONTROL AND PERFORMANCE MONITORING WITH 24/7 CUSTOMER SUPPORT OPERATION AND WARRANTY SERVICES • PRODUCT ASSURANCE AND WARRANTY PROGRAM THAT COVERS MATERIALS AND ONSITE LABOR, ELIMINATING 100% OF YOUR MAINTENANCE COSTS FOR 25 YEARS • SUPPORT FROM MUSCO'S LIGHTING SERVICES TEAM - OVER 170 TEAM MEMBERS DEDICATED TO OPERATING AND MAINTAINING YOUR LIGHTING SYSTEM - PLUS A NETWORK OF 1800+ CONTRACTORS			
1	2000.80.00.0000.0000.0000.0000.0000.47010. E F584-001 .CAPEQUIPMT. .			253000.00
	Ship To TRIMMIER PARK 3600 ALBA CLUB ROAD MOBILE, AL 36605			
	Deliver To TRIMMIER PARK 3600 ALBA CLUB ROAD MOBILE, AL 36605			

Requisition Link

Bill To	Requisition 00011073-00 FY 2026
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	2000.80.00.0000.0000.0000.0000.0000.47010.
MOBILE, AL	Review:
36601	Buyer: 910518227
vendorinvoices@cityofmobile.org	Status: Approved Page 3

Vendor	Ship To
MUSCO SPORTS LIGHTING LLC	TRIMMIER PARK
100 1ST AVENUE WEST	3600 ALBA CLUB ROAD
	MOBILE, AL 36605
OSKALOOSA, IA 52577	CHUCK.BABIN@CITYOFMOBILE.GOV
Tel#800-808-6020	
Fax 641-672-4740	
	Deliver To
	TRIMMIER PARK
	3600 ALBA CLUB ROAD
	MOBILE, AL 36605

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
04/22/26	278697				REAL ESTATE ASSET MANAGEMEN

LN	Description / Account	Qty	Unit Price	Net Price
	Requisition Total			253000.00

***** Project Ledger Summary Section *****

Account	Amount	Remaining Budget
E F584-001 .CAPEQUIPMT. .	253000.00	247000.00

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

Account	Amount	Remaining Budget
2000.80.00.0000.0000.0000.0000.0000.47010.	253000.00	

CAPITAL IMPROVEMENTS FUND EXP EQUIPMENT (GREATER $5000)

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

Activity	Date	Clerk	Comment
Approved	04/20/26	CARLEEN STOUT	approved!
Approved	04/20/26	CHAD HOLM	Auto approved by: 910518486
Approved	04/21/26	CARLEEN STOUT	approved!
Approved	04/21/26	CHAD HOLM	Auto approved by: 910518486
Approved	04/22/26	CARLEEN STOUT	approved!
Approved	04/22/26	CHAD HOLM	Auto approved by: 910518486
Rejected	04/20/26	BRENDA RHODES	Check expense strings
Approved	04/21/26	BRENDA RHODES	
Approved	04/21/26	TIFFANY HOLLINS	Auto approved by: 910511034
Approved	04/23/26	BRENDA RHODES	
Approved	04/23/26	TIFFANY HOLLINS	Auto approved by: 910511034
Rejected	04/21/26	SANDRA LEWIS	as per your request
Unknown	04/30/26	SANDRA LEWIS	
Approved	04/30/26	DONALD ROSE	Auto approved by: 910518227
Approved	04/30/26	SANDRA LEWIS	
Approved	04/30/26	STEVEN KRONINGER	Auto approved by: 910518227
Approved	04/30/26	SAMANTHA COOLEY	Auto approved by: 910518227

Bill To	Requisition 00011073-00 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: 910518227 Status: Approved Page 4

Vendor	Ship To
MUSCO SPORTS LIGHTING LLC 100 1ST AVENUE WEST OSKALOOSA, IA 52577 Tel#800-808-6020 Fax 641-672-4740	TRIMMIER PARK 3600 ALBA CLUB ROAD MOBILE, AL 36605 CHUCK.BABIN@CITYOFMOBILE.GOV Deliver To TRIMMIER PARK 3600 ALBA CLUB ROAD MOBILE, AL 36605

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
04/22/26	278697				REAL ESTATE ASSET MANAGEMEN

LN	Description / Account			Qty	Unit Price	Net Price
	Approved	04/30/26	JAMES NEESE		Auto approved by: 910518227	
	Approved	04/30/26	PATRICIA KENNEDY-JONES		Auto approved by: 910518227	
	Approved	04/30/26	REBECCA CRUMPLER		Auto approved by: 910518227	
	Approved	04/30/26	ANNE FOLEY		Auto approved by: 910518227	
	Approved	04/30/26	JOHN PAINE		Auto approved by: 910518227	

Authorized By: _____ Date: _____
Signature

Musco Sports Lighting, LLC

Sports lighting

#041123-MSL
Maturity Date: 6/16/2027

Sourcewell Awarded Contract

Products & Services | Buy Sourcewell | Documents | Contact Information

Products & Services

Sourcewell contract 041123-MSL gives access to the following types of goods and services:

- Light-Structure System™ lighting
- SportsCluster® lighting system
- Total Light Control - TLC for LED™ technology
- Control-Link® control system
- Mini-Pitch System™ modular sports solution
- Communication-Structure System™ complete system
- Contract accepted in Canada

Contact us

Have questions about a contract or cooperative purchasing?

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

Buy Sourcewell

Login to unlock more contract features.

Username
Username

Password
Password

Log In

Forgot username or password?
Setup Buy Sourcewell access

Register for an account

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

Search Suppliers & Contracts

General Contracts

IDIQ Contracts

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

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Musco Sports Lighting, LLC #041123-MSL

Pricing for contract #041123-MSL is provided at 5% off list price for materials to Sourcewell participating agencies. Musco Sports Lighting, LLC is a custom designed, engineered to order lighting system. Any pricing obtained from Musco Sports Lighting, LLC already has the 5% discount for the materials applied.

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

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

Rachel Laurie Riddle
Chief Examiner

December 23, 2025

Alabama County Commissions
Alabama Municipalities
City and County Boards of Education

To Whom It May Concern,

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

Based on the Department's review, the competitive bid process used by Sourcewell is approved for use through **December 31, 2026**. This approval authorizes the purchase, lease, or lease/purchase of certain goods or services, other than voice or data wireless communication services, when certain statutory conditions are fulfilled. See Sections 16-13B-2(a)(13) and 41-16-51(a)(16), *Ala. Code* 1975 as amended by Act No. 2023-135.

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

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

Attention Counties and Municipalities:

Please be advised, this letter authorizes the purchase of materials or equipment that are otherwise part of a contract for "public works," as defined in Section 39-2-1(6), *Ala. Code*

1975, as long as the remaining portion of the public works project is subject to the requirements of Title 39, even if the remaining portion of the project would involve an amount less than $100,000 as a result of the exclusion of the purchase of the materials or equipment. See Section 39-2-2(m)(1) and (2), *Ala. Code* 1975, as amended by Act 2023-497.

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

Sincerely,

Rachel Laurie Riddle
CHIEF EXAMINER

RLR/lbm

CAPITAL CONTRACT SUMMARY SHEET

C#5770

CAPITAL CONTRACT SUMMARY SHEET

(2 COPIES REQUIRED)

CONTRACT #

PROJECT NAME: 2026 CIP Resurfacing Districts 1, 2, 3, 4, 5 & 7;
COM Project# 2026-3005-01
PROJECT #: RSF26CW **DATE OF RECEIPT:**

PROJECT DESCRIPTION: Geotechnical Testing Services

CONTRACT AMOUNT: $238,000.00

VENDOR NAME: Geotechnical Engineering Testing, Inc.

VENDOR NUMBER: 72600

DEPT #: 3005 **DEPT NAME:** Engineer

CONTRACT ADMINISTRATOR: John Forrester

Please Select by circling one (Type):

Architectural	Engineering	Testing	Professional Services
Construction (Unit Price)*	Construction**	ROW (Acquisitions)	
Performance-Contributed	Contractual	Non Contractual	

RETAINAGE INFORMATION:

SHOULD RETAINAGE BE WITHHELD? Y___ **N X** __; 5% of the 1st 50% _____ or If different, indicate special rate_____

Unit Price Contracts are estimates per F. Kessler - do not require Change Orders

****General Construction requires Change Order for 10% overages*.**

Prepared by: Jessica White **Date** 4/29/2026

Revised 3/8/2022 Tiffany Hollins

2026

RESOLUTION

Sponsored by: Mayor Spiro Cheriogotis
Councilmembers Cory Penn, Samantha Ingram, C J Small, Ben Reynolds, Beau Fleming, and Gina Gregory

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

That the Mayor and the City Clerk are hereby authorized and directed to execute and attest, respectively, on behalf of the City of Mobile, a contract between the City of Mobile and Geotechnical Engineering Testing, Inc., for services related to testing and evaluating soils and materials in connection with the design and construction of the **2026 CIP Resurfacing (Districts 1, 2, 3, 4, 5 &7) (Project No. 2026-3005-01)**, as more fully set forth in the contract attached hereto and made a part hereof by reference. A copy of said contract is on file in the Office of the City Clerk.

Name of Company:	Geotechnical Engineering Testing, Inc.
Project Name:	2026 CIP Resurfacing (Districts 1, 2, 3, 4, 5 & 7) COM Project # 2026-3005-01
Cost:	$238,000.00

Adopted:

_____

City Clerk

STATE OF ALABAMA)
COUNTY OF MOBILE)

CONTRACT

This contract, made and entered into this 24th day of April, 2026, by and between the City of Mobile, Alabama, hereinafter called "CITY" a political subdivision of and body incorporated in the State of Alabama, acting by and through its governing body, the Mobile City Council, hereinafter called the "CITY", and **Geotechnical Engineering Testing, Inc.,** hereinafter called the "LABORATORY."

WITNESSETH:

That in consideration of the mutual covenants, agreements, and considerations herein contained, the parties hereto do mutually agree and bind themselves as follows:

1. **DEFINITIONS:**

Whenever in this contract, or in any document or in construction operations where this contract applies, the following terms or pronouns in place of them are used, the intent and meaning shall be interpreted as follows:

A. **CITY** - City of Mobile, Alabama

B. **CITY ENGINEER** – The CITY ENGINEER for the City of Mobile or his appointed assistants.

C. **CONSULTANT** - An engineering company **(Sawgrass Consulting, LLC.)** employed by the CITY to perform professional engineering services for the Project.

D. **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.

E. **COUNCIL** - Mobile City Council

F. **GEOTECHNICAL AND MATERIALS ENGINEER** - An authorized registered professional engineer representative of the LABORATORY, assigned to make engineering evaluations of soils and materials.

G. **INSPECTOR** - An authorized representative of the CITY, assigned to make inspections of the PROJECT.

H. **LABORATORY** - A commercial testing laboratory approved and authorized by the CITY, to test soils and materials and/or to provide engineering services and work involved in the PROJECT, and which has executed this Contract.

I. **PROJECT** - The construction and/or improvement of any public sidewalk, street, bridge, drainage facility included in the City of Mobile Improvement Project – **2026 CIP Resurfacing (Districts 1, 2, 3, 4, 5 & 7)**, Project No. – **2026-3005-01.** The Project Location is set forth in Exhibit A.

J. **PROJECT CONTRACTOR** - The contractor employed by the CITY to construct the Project.

K. **PROJECT ENGINEER** - A registered professional engineer assigned by the PROJECT's CONSULTANT **(Sawgrass Consulting, LLC.)** to perform engineering services for the PROJECT.

L. **TECHNICIAN** - An authorized representative of the LABORATORY, assigned to make observations and tests of materials.

M. **TEST** - A procedure necessary or appropriate according to approved LABORATORY testing practices, to determine whether or not the material being tested meets the Project Specifications.

N. **SOIL MECHANICS TEST** – A procedure necessary or appropriate according to generally accepted geotechnical engineering practice and/or approved LABORATORY testing practices to determine physical properties of soils for engineering evaluation purposes.

2. SCOPE OF THE WORK:

This Contract shall include furnishing labor, materials, equipment, transportation and all incidentals necessary to provide geotechnical engineering services and to test materials to be used in the design and construction of the PROJECT. The PROJECT and estimated cost hereof, and the source of funds therefore are listed in Exhibit "B" which is attached to and made a part of this contract.

3. DIRECTION OF WORK:

The LABORATORY shall work under the direction of the PROJECT ENGINEER and shall have one person in charge that will be responsible to the PROJECT ENGINEER for the proper coordination and quality of work performed. The PROJECT ENGINEER will notify LABORATORY when tests are to be made. Notification time for required testing will be at least 24 hours, unless a shorter time is reasonably instructed by the PROJECT ENGINEER.

4. LABORATORY PERSONNEL:

The LABORATORY shall ensure that all engineers, technical staff, inspectors, observers and agents are duly licensed, educated, and qualified as to any duties assigned by, or the responsibility of, the LABORATORY. The parties agree that throughout the life of the contract that the LABORATORY shall submit in writing to the CITY ENGINEER, all qualifications of all engineers, technical staff, inspectors, observers, agents and any substitutions, replacements or additions prior to appointment or use by the LABORATORY. Although the CITY ENGINEER shall have the right to suspend the work wholly, or in part, due to any inadequacies, as opined by the CITY ENGINEER, of any of LABORATORY'S technical staff, inspectors, observers, engineers or agents, all acts by the LABORATORY, or LABORATORY'S technical staff, inspectors, observers, engineers or agents are the sole responsibility and liability of the LABORATORY. All engineering and testing services provided shall be performed under the direction of a qualified engineer registered in the State of Alabama.

5. REPORTS:

Copies of the Test Reports shall be sent to the CITY ENGINEER and the PROJECT ENGINEER. The LABORATORY shall equip a truck and/or such other suitable vehicle with equipment necessary to make on-site and prompt determinations of compaction tests, and the results of these tests shall be verbally reported immediately to the INSPECTOR.

6. LABORATORY OFFICE:

The LABORATORY shall maintain a central office in Mobile during the term of the Contract. The office shall be suitably staffed to receive instructions and to report results of tests, and shall be equipped with all equipment, including without limitation a telephone and computer hardware and software adequate to those purposes. The staff shall be available to the CITY ENGINEER, PROJECT ENGINEER, CONSULTANT, INSPECTOR, and PROJECT CONTRACTOR by phone continuously from 8 a.m. until 5 p.m. Monday through Friday.

7. TESTING PROCEDURE:

All tests shall be made in accordance with AASHTO and ASTM Specifications unless otherwise noted and comply with all applicable requirements and regulations of the Alabama Department of Transportation.

8. ENGINEERING PROCEDURES:

All engineering services shall be performed in accordance with generally accepted engineering practices and principles.

9. SOIL TESTS (Prior to Start of Construction):

The LABORATORY shall take samples of the roadway material as may be requested by the PROJECT ENGINEER. The City will furnish blueprints of the plan-profile sheets when available. Samples shall be taken at sufficient intervals to show variations in soil. The intervals between tests shall be approximately 500 feet unless otherwise directed by the PROJECT ENGINEER. Samples should be taken at intervals not exceeding 300 feet through cut sections and 500 feet through fill sections. All samples shall be subjected to the tests shown on the Alabama Department of Transportation Form BMT-5 and shall be in accordance with the above. All soil reports shall be prepared by the LABORATORY and submitted to the City Engineer and Consultant showing the above information. Said reports shall indicate a minimum depth of five feet below the finished grade in cut sections and a minimum of five feet below the existing grade in all other cases. Where unsuitable material is indicated, soundings and borings shall be taken along the centerline, right and left, not exceeding 100 feet, and the LABORATORY shall make such additional borings as may be required to determine the depth and extent of such unsuitable material.

10. PROCTOR DENSITIES AND OPTIMUM MOISTURE TESTS:

A sufficient number of samples shall be further tested to determine their Proctor Densities and Optimum Moisture. The information desired shall be in accordance with AASHTO Standards and the form of report shall be in accordance with Alabama Department of Transportation form BMT-16.

11. ENGINEERING EVALUATIONS OF ROADWAY MATERIAL:

The LABORATORY'S Geotechnical and Materials Engineer shall evaluate the results of tests on the Roadway Materials. Based on these evaluations, pavement design procedures utilized by the Alabama Department of Transportation, the projected traffic volume, and design pavement life provided by the PROJECT ENGINEER, the LABORATORY shall submit engineering

recommendations for the pavement sections. Problematic soil conditions encountered by the exploration of the roadway that may affect construction shall be noted and reported to the PROJECT ENGINEER. The Geotechnical and Materials Engineer shall be available for engineering consultation during the construction of the roadway.

12. TESTING BASE COURSE:

A. GRANULAR BASE - A sufficient number of samples taken from the roadway shall be tested in the LABORATORY to verify that material meets the specifications. In general, one test for each 500 feet of roadway and each visual classification of material will be required. The information desired and form of report shall be in accordance with the Alabama Department of Transportation BMT-5. Proctor Densities and Optimum Moisture tests shall be made on these samples.

B. BITUMINOUS BASE - A sufficient number of samples taken from the asphaltic concrete batch plant shall be tested to verify that the material meets the specifications and job mix formula submitted by the PROJECT CONTRACTOR. In general, one asphalt extraction and gradation test will be performed for each 300 tons of material placed for each day's placement or part thereof. Marshall Density tests shall be made on these samples.

13. COMPACTION TESTS AND CORE DEPTHS (During Construction)

A. EMBANKMENT - The PROJECT ENGINEER will furnish the LABORATORY with the Stations at which or between which the fill equals or exceeds two feet for the roadway width. During construction of the fills, the LABORATORY shall make sufficient tests to obtain a representative percentage of compaction on each two feet of fill. The LABORATORY will be notified by the PROJECT ENGINEER as to the time tests are required.

B. SUB-GRADE - Prior to the PROJECT CONTRACTOR starting the first layer of Base Course, sub-grade compaction tests shall be taken at 500 foot intervals and at any other point specified by the PROJECT ENGINEER. The LABORATORY will be notified by the PROJECT ENGINEER to the time tests are required.

C. SUB-BASE - Where sub-base is used or required the material shall be sampled and tested for specified compaction at 500 foot intervals, unless otherwise specified, and core depths shall be taken and recorded. The LABORATORY will make any additional sub-base thickness test which the PROJECT ENGINEER requests. The LABORATORY will be notified by the PROJECT ENGINEER as to the time such tests are required.

D. BASE-COURSE - Each layer of Base Course material shall be sampled and tested for specified compaction at 500 foot intervals unless otherwise specified and core depth taken and recorded. The LABORATORY will make any additional base thickness tests which the PROJECT ENGINEER requests. The LABORATORY will be notified by the PROJECT ENGINEER as to the time such tests are required.

For embankment and sub-grade the information desired and the form of report shall be in accordance with the Alabama Department of Transportation Forms, the Base Course similar to Alabama Department of Transportation Form BMT-1.

14. SPECIAL BORINGS AND SOIL MECHANICS TEST:

A. BORINGS - Borings for bridge culverts and bridges, and other drainage facilities shall be made as required by the PROJECT ENGINEER. Payment for this item to be as shown on Exhibit "C" attached, where applicable. For bridges, at least one deep boring shall be made for each bend using Alabama Department of Transportation Penetration test and tube sampling procedures or similar specifications. The borings shall be made to penetrate depths that will be influenced by the structure loading. At locations of drainage structures and embankments, deep boring shall be made at 100 foot to 500 foot intervals as selected by the Geotechnical and Materials Engineer and approved by the PROJECT ENGINEER.

B. SOIL MECHANICS TESTS - Sufficient soil mechanics tests shall be made to estimate the classifications, shearing strength and compressibility of soils at the locations of special structures. These tests will be selected by the Geotechnical Engineer in order to evaluate the subsurface soils. The tests will be performed in accordance with applicable ASTM or AASHTO procedures. The number of tests shall be approved by the PROJECT ENGINEER. Payment for this item shall be as shown on Exhibit "C" attached, where applicable.

15. GEOTECHNICAL ENGINEERING EVALUATIONS AND RECOMMENDATIONS:

The LABORATORY's Geotechnical and Materials Engineer shall evaluate the results of the Soil Borings and Soil Mechanics Tests, make engineering analysis pertaining to the foundations for the structures, and make engineering recommendations for the types of foundations to be used in the design of the structures. These analyses may include bearing capacity of the soils for culverts and foundations, stability of slopes for cut sections and drainage ditches, settlement or heave of embankment or cut sections, axial compression and tension capacity of piles, drag load that may be placed on piles, lateral earth pressures that may act on retaining walls or bulkheads, and lateral load capacity of piles. These analysis and engineering recommendations shall be performed in

accordance with generally accepted engineering analysis, and recommendations will be prepared by a registered professional engineer. Payment for the geotechnical engineering service will be in accordance with Item 26 (a, b, and c).

16. TESTING ROADWAY AND SIDE DRAIN PIPE:

All pipes will be inspected at the point of manufacture and each joint accepted shall be stamped with the LABORATORY seal. Reports indicating size and classification of pipe sealed shall be prepared on the LABORATORY'S standard form, unless otherwise instructed in writing by the PROJECT ENGINEER. The LABORATORY will be notified by the PROJECT ENGINEER as to when the pipe is ready to be stamped.

17. DESIGN CONCRETE MIXES:

Prior to start of construction of concrete bridges, culverts, headwalls, curb or gutter or other concrete structures, the LABORATORY shall review and approve the concrete mixes submitted by the PROJECT CONTRACTOR for the various classes of concrete specified. Cylinder test results on a batch of each design mix shall be submitted by the PROJECT CONTRACTOR and subject to approval by the LABORATORY.

18. MAKE AND BREAK CONCRETE CYLINDERS:

During the construction and upon notification from the PROJECT ENGINEER, the LABORATORY shall make and break four concrete cylinders from each day's placement of from 5 to 50 cubic yards, or otherwise as directed by the PROJECT ENGINEER. Slump and temperature tests shall be made for each batch of concrete for which cylinders are made. Strength tests will be performed one at seven days and two at 28 days from the cylinders and one cylinder shall be tested as directed by the PROJECT ENGINEER for any concrete not meeting the 28 day strength specification. Results of these tests shall be reported on LABORATORY'S standard form.

19. TEST CEMENT:

Mill Certificates will be required for the cement used in concrete. These certificates shall be submitted by the PROJECT CONTRACTOR to and reviewed by the LABORATORY to determine if the material is approved for the Project.

20. TEST CONCRETE AGGREGATE:

A. 100 tons or less total requirements; conformity with ASTM C-33 (test per paragraphs 1, 2, 3, 4, & 8).

B. Total requirements more than 100 tons: same as 20(A) except paragraphs 5 & 9 shall be added. If otherwise satisfactory, the aggregate may be used pending maturity of satisfactory 28-day tests. Proof tests shall be submitted by the PROJECT CONTRACTOR. The LABORATORY shall make Gradation Tests periodically as the work progresses to assure uniformity and shall report test results to the PROJECT ENGINEER on LABORATORY'S standard forms.

21. TEST ASPHALTIC CEMENT:

Each car of asphalt cement shall be tested by manufacturer at the point of origin. If not feasible to test at origin it shall be tested prior to use. Results of tests shall be reported to the LABORATORY by PROJECT CONTRACTOR.

22. TEST PAVING AGGREGATE (Surface Treatment):

LABORATORY shall test all aggregate for Surface Treatment paving prior to use. In general, one representative test shall be made for every 100 tons upon notification by the PROJECT ENGINEER, unless otherwise instructed in writing by the PROJECT ENGINEER. Results of tests shall be reported on LABORATORY'S standard forms.

23. ASPHALT CONCRETE TESTS:

A. JOB MIX FORMULA - The PROJECT CONTRACTOR shall submit a job mix formula to the LABORATORY for approval prior to any asphalt concrete construction.

B. TEST AT PLANT - All plant mix materials and the mixing shall be tested by LABORATORY at the plant upon notification of the PROJECT ENGINEER. The results of tests shall be reported on LABORATORY's standard forms. A TECHNICIAN shall be assigned full-time to plant during operation and shall sign all load tickets. One extraction and gradation test and temperature measurement shall be performed for each 300 tons or fraction thereof for each day's run. A Marshall Density test shall be made for each 300 tons or fraction thereof for each day's run. The results of the tests shall be compared to the Job Mix Formula submitted by the PROJECT CONTRACTOR.

C. TEST IN PLACE - The LABORATORY shall provide the PROJECT ENGINEER with density tests and thickness of asphalt concrete pavement. In general, these tests will be

performed at 200-foot intervals along the roadway located alternately on centerline, ten feet left of centerline, ten feet right of centerline and at other locations directed by the PROJECT ENGINEER. The in-place roadway density tests shall be compared with the Marshall Density tests performed at the batch plant in accordance with the specifications.

24. CONTINUITY OF THE PROGRESS:

LABORATORY shall perform all tests as needed so as not to interfere with the continuity of the progress of the construction. The PROJECT ENGINEER will be responsible for notifying LABORATORY at least 24 hours prior to the time for performing the required tests.

25. SPECIAL INSPECTIONS:

The LABORATORY will make spot checks, observations, analysis and/or provide engineering consultation as required by the CITY ENGINEER, PROJECT ENGINEER or INSPECTOR during the progress of the work.

26. PAYMENT:

Any language to the contrary in this Agreement notwithstanding, all payments to the LABORATORY for services shall be made only in return for work actually performed in completion of the PROJECT and properly documented to the CITY. All payments to the LABORATORY for such work performed shall be compensated at the rates stated in the Fee Schedule which is incorporated into this Agreement as Exhibit "C". In all instances where compensation amounts are based upon or associated with a percentage of completion calculation, that percentage of completion calculation shall be determined by the CITY ENGINEER.

a) Construction Phase Services – A sum not to exceed **$228,000.00 (Two Hundred Twenty-Eight Thousand Dollars and Zero Cents)** for all services completed by the LABORATORY shall be due and payable in monthly installments after the CONTRACT for construction has been awarded and the work begun and supported by duly filed monthly claims based on that month's labor's hourly rates, materials, tests, equipment, transportation and all incidentals necessary associated with monthly installments of materials by the PROJECT CONTRACTOR through the completion of the construction of this PROJECT.

b) Payment for Special Borings and Soil Mechanics tests, Item 14, will be paid for as shown on Exhibit "C" where applicable.

c) Following award of the Agreement, the CITY shall pay the LABORATORY the expense of additional services, if requested by the CITY, in writing with a Notice to Proceed. Additional services, if initiated, shall be based on the rates in Exhibit "C" and shall not exceed **$10,000.00 (Ten Thousand Dollars and No Cents)**.

27. TERMINATION FOR BREACH:

In the event of failure by the LABORATORY to perform any and/or all of the LABORATORY's obligations in a prompt and efficient manner satisfactory to the CITY, the CITY will have the right to summarily terminate this Contract by giving the LABORATORY written notice of such termination. The LABORATORY may complete such analysis and records as are necessary to complete a report for the services performed to the date of notice of termination.

28. ASSIGNMENT:

The CITY and the LABORATORY each binds itself, its successors and assign, to the other, in respect of this Contract and all terms and conditions contained herein. Neither the City nor the LABORATORY shall assign or transfer their respective interest or obligation in this Contract without the written consent of the other party hereto.

29. OPEN TRADE REQUIREMENTS:

By signing this contract, the LABORATORY 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.

30. E-VERIFY:

By signing this contract, the contracting parties affirm, for the duration of the agreement, that they will not violate Federal Immigration Law or knowingly employ, hire for employment, or continue to employ an unauthorized alien within the State of Alabama. Furthermore, a contracting party found to be in violation of this provision shall be deemed in breach of the agreement and shall be responsible for all damages resulting therefrom.

31. INSURANCE:

LABORATORY shall name the City of Mobile as an additional insured. LABORATORY shall take out and maintain during the life of the contract and continuing for two years after the last Date of Substantial Completion of the Construction Contract(s), the following:

(a) Workers' Compensation/Employer's Liability:

1) Workers' Compensation insurance in the amounts required by all applicable laws, rules or regulations of the state of Alabama.

2) Employer's Liability with limits of not less than:

Bodily Injury by Accident	$1,000,000 each accident
Bodily Injury by Disease	$1,000,000 policy limit
Bodily Injury by Disease	$1,000,000 each employee

3) Borrowed Servant/Alternate Employer endorsement in favor of City of Mobile.

(b) 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 LABORATORY.

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.

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

(d) 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.

(e) Certificate of Liability Insurance Endorsement Page

The policy endorsements listed below are required and must be listed in the "Descriptions of Operations" box on the Certificate of Liability Insurance or listed separately on an attachment to the certificate of insurance (ACORD 101, Additional Remarks Schedule).

1) Waiver of Subrogation - All policies of insurance shall be endorsed to waive rights of subrogation in favor of City of Mobile.

2) Additional Insured - All policies of insurance, except Workers Compensation and Professional Liability Insurance, shall be endorsed to name City of Mobile as an Additional Insured.

3) 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.

4) Notice of Cancellation - Certificates of Insurance shall provide that such insurance shall not be subject to cancellation, non-renewal nor material change without 30 days or more (except 10 days for non-payment) prior written notice thereof to the City of Mobile.

5) Certificates of Insurance - General – Within ten (10) calendar days from the date of issuance of Contract forms for execution, LABORATORY 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. LABORATORY shall also be responsible for delivering policy renewal certificates to the City of Mobile.

32. ANTI-DISCRIMINATION:

LABORATORY shall comply with all Federal, State and local laws concerning nondiscrimination, including but not limited to City of Mobile Ordinance No. 14-034 which requires, inter alia, that all entities performing work for the City of Mobile not discriminate on the basis of race, creed,

color, national origin or disability, require that all subcontractors they engage do the same, and make every reasonable effort to assure that fifteen percent of the work performed under contract be awarded to socially and economically disadvantaged individuals and business entities.

33. GOVERNING LAW AND VENUE:

This Agreement shall be governed by the laws of the State of Alabama, and the appropriate venue for any actions arising out of this Agreement shall be a court of proper jurisdiction in Mobile, Alabama.

34. INDEMNIFICATION:

The LABORATORY shall indemnify and hold harmless City and its officers, elected officials, agents, representatives, and employees for any and all claims, injuries, losses, diminution in value, damages, liabilities, whether or not currently due, and related expenses to the extent caused by any negligence, recklessness, intentional tort, intellectual property infringement, or failure to pay a subconsultant or supplier that is committed by LABORATORY or the LABORATORY'S agent, LABORATORY under contract, or other entity for which LABORATORY is legally liable. LABORATORY shall defend the City, its officials, agents, representatives, and employees against any and all claims arising out of the rendering of or failure to render professional services by LABORATORY or its agents covered by LABORATORY'S policy of professional liability insurance in accord with named minimum requirements. The parties acknowledge and agree that this contract requires LABORATORY to procure and maintain professional liability insurance that satisfies the named requirements. LABORATORY shall reimburse the City for its reasonable attorney fees, damages, losses, injuries, or other litigation costs in proportion to LABORATORY'S lability, or in proportion to the extent LABORATORY participates in resolution of a claim also made against the City. The parties acknowledge and agree that nothing in the foregoing shall be construed to require LABORATORY to indemnify, hold harmless or defend the City except as permissible under Acts of Alabama 2021-318, or subsequent codifications thereof.

35. STANDARD OF PERFORMANCE:

LABORATORY shall perform all professional services under this contract with the professional skill and care ordinarily provided by a competent design professional practicing under the same or similar circumstances and professional licenses as expeditiously as is prudent considering the ordinary professional skill and care of a competent design professional.

36. E-BUILDER 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. LABORATORY shall use TUC as required for the effective administration of the project.

37. TERM OF AGREEMENT

The Services are to be performed beginning as of the date of last execution between the parties and continuing through May 2027. This timeline should be flexible and adaptable in the event of any unforeseen and/or changing circumstances, by written agreement, the parties can extend said term.

[SIGNATURES FOLLOW THIS PAGE.]

LABORATORY:

Geotechnical Engineering Testing, LLC

By: _____
Print: Curt Doyle
Its: President
Address: 904 Butler Dr.
Mobile, AL 36693
Telephone: 251. 666-7197

STATE OF ALABAMA
CITY OF MOBILE

I, Jacqueline Tokuhara, a Notary Public in and for said State and County, hereby certify that Curt Doyle, whose name as President of Geotechnical Engineering Testing, LLC is signed to the foregoing conveyance and who are known to me acknowledged before me on this day, that, being informed of these contents of the conveyance, he as such officer and with full authority, executed the same voluntary on the day the same bears date.

Given under my hand and notarial seal on this the 24 day of April, 2026.

JACQUELINE TOKUHARA
Notary Public
Alabama State at Large

_____
NOTARY PUBLIC
My Commission Expires: 8/16/2026

CITY:

CITY OF MOBILE, A Municipal Corporation

By: _____
Mayor Spiro N. Cheriogotis

Date: _____

ATTEST:

By: _____
Its City Clerk

EXHIBIT 'A'

PROJECT LOCATION

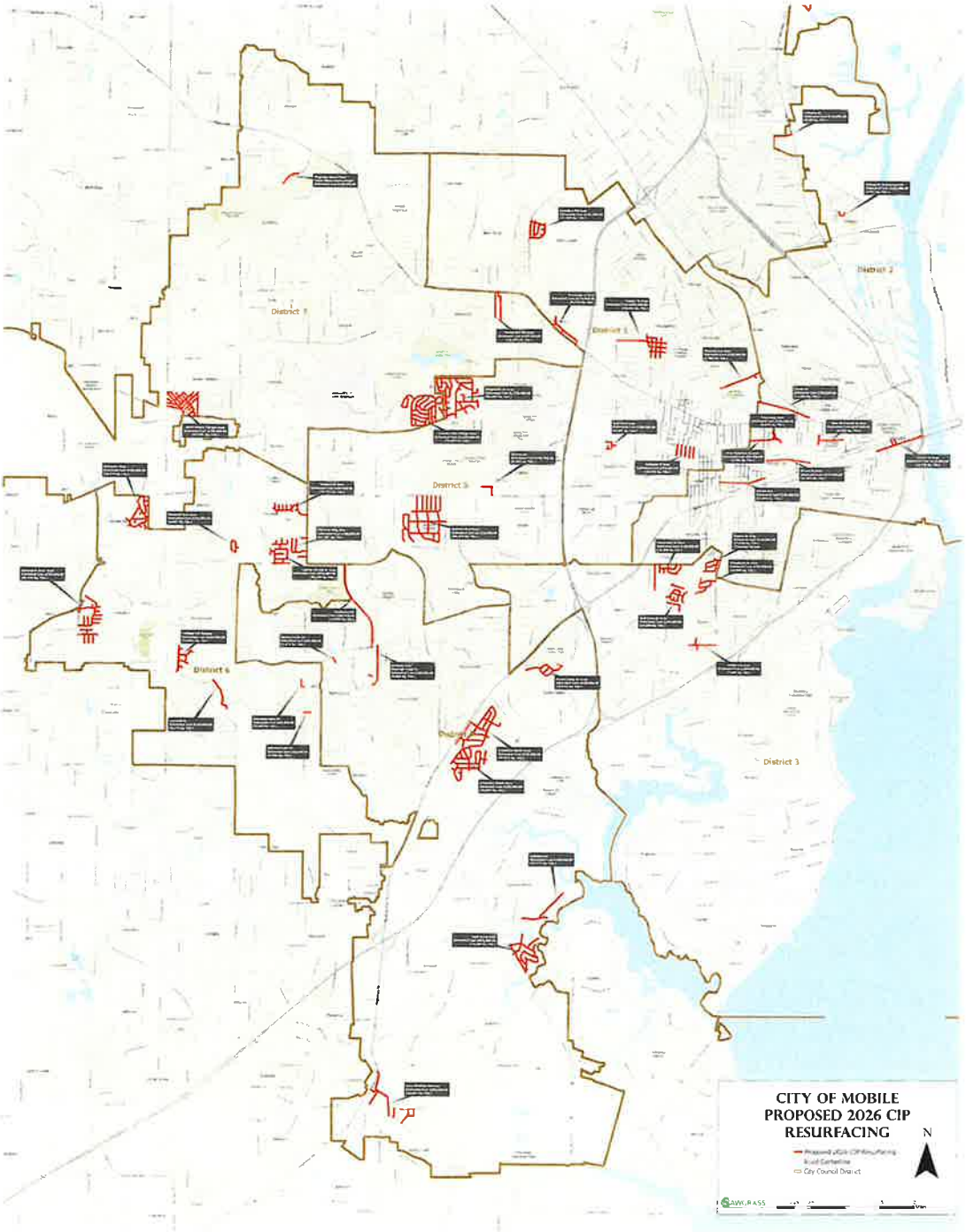


EXHIBIT 'B'

This contract shall include furnishing labor, materials, equipment, transportation and all incidentals necessary to test and evaluate soils and materials to be used in the design and construction of the following project:

2026 CIP RESURFACING – CITY COUNCIL DISTRICTS 1, 2, 3, 4, 5, & 7

PROJECT No. – 2026-3005-01

Construction Phase Services – Not to Exceed Amount - $228,000.00

Additional Services – Not to Exceed Amount - $10,000.00

Source of Funding: 2026 CIP

LABORATORY cost shall not exceed, unless otherwise approved: $ 238,000.00

EXHIBIT 'C'

FEE SCHEDULE, SPECIAL BORINGS AND SOIL MECHANICS TEST PAYMENT, AND SUMMARY OF HOURLY RATES

GEOTECHNICAL ENGINEERING TESTING, INC.

SCHEDULE OF UNIT FEES **January 1, 2026**

FIELD SOILS EXPLORATIONS

1.	Mobilization of Truck Mounted Core Boring Equipment		
	a. Local – Minimum Charge		$500.00
	b. Additional Mobilization – Outside 25 Miles		$4.00/Mile
2.	Mobilization of ATV Mounted Core Boring Equipment		
	a. Local – Minimum Charge		$800.00
	b. Outside 25 Miles		$6.00/Mile
3.	Mobilization of Barge & Core Boring Equipment		Special Quote
4.	Daily Travel of Core Boring Crew B/t Office and Site (Round Trip) (Excluding Mobilization Trip)		$4.00/Mile
5.	Soil Test Borings (ASTM D 1586) with Samples at 5' Intervals Using Mud Rotary – Wash or Continuous Flight Auger Methods		
	a. 0' – 50'		$20.00/LF
	b. 50' – 100'		$24.00/LF
	c. 100' – 150'		$32.00/LF
	d. 150' – 200'		$45.00/LF
	e. 200' +		Special Quote
6.	Soil Test Borings (ASTM D 1586) w/ Hollow Stem Auger		
	0' - 50'		$25.00/LF
7.	1 In or 2 In. PVC Observation Well		
	a. Sealed		Special Quote
	b. Unsealed		$13.00/LF
8.	Boring Abandonment		
	a. Bentonite Chips		$9.00/LF
	b. Bentonite & Cement Slurry		$17.00/LF
9.	SPT Samples Taken in Excess of One per 5 LF		
	a. 0' – 50'		$40.00/Ea
	b. 50' – 100'		$75.00/Ea
	c. 100' –		$125.00/Ea
10.	Rock Coring w/ Soil Boring Operations		$50.00/LF
		OR	$275.00/Hr
11.	Shelby Tube Samples Attempted (ASTM D 1587)		
	a. 0' – 50'		$75.00/Ea
	b. 50' – 100'		$100.00/Ea
	c. 100' +		$160.00/Ea
	d. Shelby Tube Provided to Client		$30.00/Ea
	e. Wax Tube Ends		$40.00/Tube

GEOTECHNICAL ENGINEERING TESTING, INC.

SCHEDULE OF UNIT FEES **January 1, 2026**

12.	Move & Set Up Time - Land (Includes Clearing, Digging Trenches For Leveling Rigs, Moving borings for Impenetrable Objects, Etc.)	$300.00/Hr
13.	Soil Borings, Special Piston Sampling of Soils, And Setting Instrumentation or Monitoring Wells	$350.00/Hr
14.	Water Borne Soil Borings, Special Piston Sampling of Soils Or Setting Special Instrumentation on an Hourly Basis (Barge)	$600.00/Hr
15.	Rental or Cost of Equipment not Normally used for Sampling Operations – Such as Bulldozers, Barges, Tugboats, Instrumentation, Etc.	Cost + 10%
16.	Casing of Borings w/ Pipe (4" OD Casing)	$17.50/LF
17.	Per Diem per Man Day (i.e. 1 Night = 2 Days, 2 Nights = 3 Days)	$120.00/Day
18.	Hazardous Materials Protective Clothing and Equipment	Cost + 20%
19.	Vane Shear or Static Cone Testing of Soft Soils W/ Drill Crew and Rig	$300.00/Hr
20.	Field In – Place California Bearing Ratio Test (MIL – STD – 621A)	Special Quote
21.	Plate Bearing Tests (Standard Plate Load Test Performed Near Ground Surface)	Special Quote
22.	Geophysical Surveying – Equipment, Field Engineer and Helper	Special Quote
23.	Hand Auger and Penetrometer Testing (2-Man Crew - Portal to Portal)	$160.00/Hr
24.	Mobilization of Tripod Mounted Core Boring Equipment	$500.00
25.	Borings using Tripod Mounted Equipment	
	a. 3 – Man Crew and Equipment (Portal to Portal)	$300.00/Hr
	b. 4 – Man Crew and Equipment (Portal to Portal)	$350.00/Hr

Note: Field soils exploration services performed with a drill crew are subject to a minimum fee of $2500.00.

GEOTECHNICAL ENGINEERING TESTING, INC.

SCHEDULE OF UNIT FEES **January 1, 2026**

LABORATORY SOIL MECHANICS TESTS

CLASSIFICATION TESTS

1.	Moisture Content Tests and Visual Soil Classification (ASTM D 2216)	$13.00/Ea
2.	Atterberg Liquid and Plastic Limits (ASTM D 4318)	$100.00/Ea
3.	Mechanical Analysis of soils (ASTM D 422) (Sieve Analysis plus Hydrometer Analysis)	$160.00/Ea
4.	Dry Preparation of Soil Samples (ASTM D 421)	$25.00/Ea
5.	Wet Preparation of Soil Samples (ASTM D 421)	$100.00/Ea
6.	Amount of Materials in Soils Finer than #200 Sieve (ASTM D 1140)	$50.00/Ea
7.	Sieve Analysis of Soils (ASTM C 136)	$85.00/Ea
7.	Sieve Analysis of Aggregates (ASTM C 136)	$350.00/Ea
8.	Specific Gravity Test (ASTM D 854)	$125.00/Ea
9.	Organic Content (ASTM D 2974)	$100.00/Ea
10.	Topsoil Test (ALDOT Method)	$200.00/Ea

SHEAR TESTS & DENSITY TESTS

11.	Unconfined Compression Tests & Unit Weight (ASTM D 2166)	$120.00/Ea
12.	Unconsolidated – Undrained Triaxial Compression Test (3 – Points per Test – ASTM D 2850 – Q)	$450.00/Ea
13.	Unconsolidated – Undrained Triaxial Compression Test (2 – Pt)	$300.00/Ea
14.	Unconsolidated – Undrained Triaxial Compression Test (1 – Pt)	$150.00/Ea
15.	Consolidated – Undrained Triaxial Compression Test (3 – Points per Test – EM 1110 – 2 – 1906 – R)	$1350.00/Ea
16.	Consolidated – Undrained Triaxial Compression Test With Pore Pressure Measurements (3 – Pt) (Using Back Pressure Saturation – EM 1110 – 2 – 1906)	$1,650.00/Ea
17.	Moisture Content & Unit Weight	$55.00/Ea
18.	Direct Shear Test a. Quick b. Consolidated – Drained	 $750.00/Ea $2000.00/Ea
19.	Remold Sample / Point	$35.00/Pt

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GEOTECHNICAL ENGINEERING TESTING, INC.

CONSOLIDATION TESTS

20.	Consolidation Tests (ASTM D 2435- Test Method A)		
	a.	Set of One	$750.00/Ea
	b.	Set of Two	$1000.00/Ea
	c.	Set of Three	$1250.00/Ea
	d.	Set of Four	$1500.00/Ea
	e.	Set of Six	$2000.00/Ea
	f.	Set of Eight	$2500.00/Ea
21.	Consolidation Tests (ASTM D 2435- Test Method B)		
	a.	Set of One	$1200.00/Ea
	b.	Set of Two	$1400.00/Ea
	c.	Set of Three	$1600.00/Ea
	d.	Set of Four	$1800.00/Ea
	e.	Set of Six	$2400.00/Ea
	f.	Set of Eight	$2900.00/Ea

LABORATORY DENSITY & CBR TESTS

22.	Standard Proctor Density (ASTM D698 or AASHTO T-99)		
	a.	4" Mold (Method A or B)	
		Non-Cohesive Soils (SP, SP-SM, SM, SC-SM)	$160.00/Ea
		Cohesive Soils (SC, CL, CH)	$200.00/Ea
	b.	6" Mold (Method C)	
		Non-Cohesive Soils (SP, SP-SM, SM, SC-SM)	$200.00/Ea
		Cohesive Soils (SC, CL, CH)	$250.00/Ea
23.	Modified Proctor Density (ASTM D 1557 or AASHTO T-180)		
	a.	4" Mold (Method A or B)	
		Non-Cohesive Soils (SP, SP-SM, SM, SC-SM)	$225.00/Ea
		Cohesive Soils (SC, CL, CH)	$275.00/Ea
	b.	6" Mold (Method C)	
		Non-Cohesive Soils (SP, SP-SM, SM, SC-SM)	$250.00/Ea
		Aggregates & Cohesive Soils (SC, CL, CH)	$350.00/Ea
24.	Bulk Specific Gravity/Absorption of Aggregate		$450.00/Ea
25.	Laboratory Vibrated Density		
	a.	Maximum & Minimum (ASTM D 4253 & 4254)	$300.00/Ea
	b.	(ALDOT 140)	$350.00/Ea
26.	Laboratory California Bearing Ratio, CBR, (ASTM D 1883) / Pt		$225.00/Pt
27.	Resilient Modulus, MR		$1000.00/Ea

HYDRAULIC CONDUCTIVITY TESTS

28.	Hydraulic Conductivity Test – Flexible Wall Permeameter Constant Head (EM 1110 - 2 - 1906 - Using Back Pressure Saturation and ASTM D 5084)	$450.00/Ea
29.	Hydraulic Conductivity Test with Rigid Wall Permeameter - Constant Falling Head (ASTM D 2424)	$300.00/Ea

CHEMICAL TESTS

30.	Soil or Water pH (ASTM D 4972 & 6 51)	$40.00/Ea
31.	Soil or Water Resistivity (ASTM G 57)	$100.00/Ea

A 10% surcharge will apply to laboratory testing fees for projects where testing is not part of geotechnical investigation and reporting. This fee is to cover general project management and scheduling, laboratory report review, and report distribution.

GEOTECHNICAL ENGINEERING TESTING, INC.

SCHEDULE OF UNIT FEES **January 1, 2026**

CONSTRUCTION MATERIALS TESTING & SPECIAL INSPECTIONS

1.	Soil Field Density, Asphalt, & Concrete Testing (Minimum 2 Hours)	
	a. Technician Level I	$60.00/Hr
	b. Technician Level II	$67.50/Hr
	c. Technician Level III	$77.50/Hr
	d. Technician Level IV	$87.50/Hr
	e. Technician Level V	$95.00/Hr
	f. ICC Certified Inspector	$100.00/Hr
	g. Technician Supervisor	$110.00/Hr
	Note: Services performed after regular office hours (7:00 - 5:00) will be subject to overtime rates and/or a 4 hour minimum.	
2.	Auto Mileage Charge	Federal Rate
3.	Floor Flatness Technician to Rate f-number	Special Quote
4.	Initial Field Curing of Concrete Test Specimens In accordance with ASTM – C-31 (When Requested)	Special Quote
5.	Laboratory Curing & Testing of 4" x 8" Concrete Test Cylinders (Including Mold)	$24.00/Ea
6.	Laboratory Curing "Hold" 4" x 8" Concrete Test Cylinders (Including Mold)	$24.00/Ea
5.	Laboratory Curing & Testing of 6" x 12" Concrete Test Cylinders (Including Mold)	$30.00/Ea
6.	Laboratory Curing "Hold" 6" x 12" Concrete Test Cylinders (Including Mold)	$30.00/Ea
7.	Laboratory Curing, Testing & Reporting Concrete Beam Strengths (Flexural Strength)	$150.00/Ea
8.	Laboratory Curing "Hold" Concrete Beams	$50.00/Ea
9.	Laboratory Curing, Testing and Reporting 4" x 4" x 6" Block Fill	$40.00/Ea
10.	Laboratory Curing "Hold" 4" x 4" x 6" Block Fill	$40.00/Ea
11.	Laboratory Curing, Testing and Reporting 2" x 2" Grout / Mortar Cubes	$30.00/Ea
12.	Laboratory Curing "Hold" 2" x 2" Grout / Mortar Cubes	$30.00/Ea
13.	Compressive Testing Concrete Masonry Prisms	Special Quote
14.	Absorption, Unit Wt., and Compressive Testing Concrete Masonry Block	Special Quote
15.	Preparing (Trim & Cup), Curing, and Testing Drilled Concrete Cores	$100.00/Ea
16.	Gradation Analysis of Aggregates	$350.00/Ea

GEOTECHNICAL ENGINEERING TESTING, INC.

SCHEDULE OF UNIT FEES **January 1, 2026**

17.	Capping of Concrete Test Specimens	$25.00/Ea
18.	Coring of Asphaltic Cement	
	a. Cost of Core Barrel and Machine	$5.00/In/In ($200.00 Minimum Charge)
	b. Hourly Technician Rates Apply	
	c. Patching of Core Holes w/ Asphalt	$20.00/Ea
19.	Coring of Concrete	
	a. Cost of Core Barrel and Machine	$8.00/In/In ($250.00 Minimum Charge)
	b. Hourly Technician Rates Apply	
	c. Patching of Core Holes w/ Concrete	$40.00/Ea
20.	Thickness and Density Measurements of Drilled Asphalt Cores	$70.00/Ea
21.	ASTM C-33 Tests on Aggregates	Special Quote
22.	Standard Proctor Density (ASTM D698 or AASHTO T-99)	
	a. 4" Mold (Method A or B)	
	Non-Cohesive Soils (SP, SP-SM, SM, SC-SM)	$160.00/Ea
	Cohesive Soils (SC, CL, CH)	$200.00/Ea
	b. 6" Mold (Method C)	
	Non-Cohesive Soils (SP, SP-SM, SM, SC-SM)	$200.00/Ea
	Cohesive Soils (SC, CL, CH)	$250.00/Ea
23.	Modified Proctor Density (ASTM D 1557 or AASHTO T-180)	
	a. 4" Mold (Method A or B)	
	Non-Cohesive Soils (SP, SP-SM, SM, SC-SM)	$225.00/Ea
	Cohesive Soils (SC, CL, CH)	$275.00/Ea
	b. 6" Mold (Method C)	
	Non-Cohesive Soils (SP, SP-SM, SM, SC-SM)	$250.00/Ea
	Aggregates & Cohesive Soils (SC, CL, CH)	$350.00/Ea
24.	Laboratory Vibrated Density	
	b. Maximum & Minimum (ASTM D 4253 & 4254)	$250.00/Ea
	b. (ALDOT 140)	$275.00/Ea
25.	One Point Proctor Verification	
	a. Standard Proctor	$100.00/Pt
	b. Modified Proctor	$150.00/Pt
26.	Soil Classification Test	$200.00/Ea
27.	Pile Load Tests	Special Quote
28.	Work Requiring Fall Protection (In Addition to Personnel Rate)	$40.00/Hr
29.	Paint Thickness Measurements – Technician and Gauge	Special Quote
30.	Per Diem per Night	$185.00/Day
31.	Concrete Performance Analysis	Special Quote

32.	Instrumentation and Equipment		
	a.	Submeter GPS	$125.00/Day
	b.	2" Travel Micrometer Gauges, Wire / Scale, Reference Beams And Survey Equipment for Load Tests	$1000.00/Day
	c.	Inclinometer (Vertical or Horizontal) for Measuring Earth or Pile Movements	Special Quote
	d.	Torque Wrench and Skidmore Device	$75.00/Day
	e.	Mobilization / Demobilization and Rental of Portable Testing Laboratory	Special Quote
	f.	Settlement Plates	Special Quote
	g.	Saximeter	$50.00/Day
	h.	Cylinder Molds	
		Case of 24- 6" x 12" Cylinder Molds (W/out Lids)	$150.00/Ea
		Case of 36- 4" x 8" Cylinder Molds (W/out Lids)	$150.00/Ea
	i.	Nuclear Density Gauge	$35.00/Day
	j.	Sand Cone Equipment & Field Scales	$100.00/Day
	k.	Floor Flatness Test Equipment	$250.00/Day
33.	Any Other Instrumentation or Equipment (When Requested)		Special Quote

During construction phase testing, a 10% surcharge will apply to the field technician and laboratory testing fees to cover general project management and scheduling, field and laboratory report review, and report distribution. This surcharge is not applied to mileage, equipment rental or any additional consultation fees provided by the technician manager or engineers.

GEOTECHNICAL ENGINEERING TESTING, INC.

SCHEDULE OF UNIT FEES **January 1, 2026**

ENGINEERING, ADMINISTRATIVE, AND TECHNICAL SERVICES

1.	Principal Engineer – Licensed Professional Engineer	$250.00/Hr
	Litigation Related Services	$375.00/Hr
2.	Senior Project Engineer – Licensed Professional Engineer	$225.00/Hr
	Litigation Related Services	$350.00/Hr
3.	Project Engineer – Licensed Professional Engineer	$180.00/Hr
	Litigation Related Services	$240.00/Hr
4.	Professional Engineer or Geologist	$160.00/Hr
5.	Staff Engineer, EI	$125.00/Hr
6.	Graduate Engineer or Geologist	$110.00/Hr
6.	Project Manager	$150.00/Hr
7.	Engineering Technician – Field and Office	
	a. Technician Level I	$60.00/Hr
	b. Technician Level II	$67.50/Hr
	c. Technician Level III	$77.50/Hr
	d. Technician Level IV	$87.50/Hr
	e. Technician Level V	$95.00/Hr
	f. ICC Certified Inspector	$100.00/Hr
	g. Technician Supervisor	$110.00/Hr
8.	Computer Processor / Draftsman	$90.00/Hr
9.	Typist and Reproduction Clerk	$75.00/Hr
10.	Travel by Automobile or Pick Up Truck	Federal Rate
11.	Air Travel and / or Per Diem for Administration, Engineering, Or Technicians	Cost + 10%
12.	Consultants with Special Expertise	Special Quote
13.	Special Tools, Equipment or Clothing Not Normally used For Most Operations	Cost + 20%
14.	Extra Reports (Over the Amount Specified in Proposal)	$50.00 /Ea
15.	File Copies	
	a. Per Page	$0.20/Ea
	b. Reproduction Clerk Time Applies	

EXHIBIT 'D'

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? ☐ 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	$

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	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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GEOTENG-01 EJONES

ACORD

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 2/24/2026

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: Amy Price
The Prewitt Group 2146 Highland Avenue South Birmingham, AL 35205	PHONE (A/C, No, Ext): (205) 397-5105 FAX (A/C, No): (205) 397-5155 E-MAIL ADDRESS: aprice@prewitt.group

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Aspen Specialty Insurance Company	10717
INSURER B : Middlesex Insurance Company	23434
INSURER C : Starstone Specialty Ins. Co.	44776
INSURER D : The Sheffield Group	
INSURER E : Continental Casualty Company	20443
INSURER F :	

INSURED

Geotechnical Engineering Testing Inc.
904 Butler Dr.
Mobile, AL 36693

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		ER010YK25	5/22/2025	5/22/2026	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 $ 25,000 $ 1,000,000 $ 2,000,000 $ 2,000,000
B	AUTOMOBILE LIABILITY X ANY AUTO OWNED AUTOS ONLY SCHEDULED AUTOS HIRED AUTOS ONLY NON-OWNED AUTOS ONLY			A0068115	5/22/2025	5/22/2026	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000,000
C	X UMBRELLA LIAB X OCCUR EXCESS LIAB CLAIMS-MADE DED RETENTION $			B1338Z240ALI	5/22/2025	5/22/2026	EACH OCCURRENCE AGGREGATE	$ 3,000,000 $ 3,000,000
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y / N: Y If yes, describe under DESCRIPTION OF OPERATIONS below	N / A		41359-00	1/1/2026	12/31/2026	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
E	Professional Liab			MCH591949859	5/22/2025	5/22/2026	Each Claim/Aggregate	2,000,000
A	Contractor Pollution			ER010YK25	5/22/2025	5/22/2026	Per Claim	1,000,000

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

Project #: 2026-3005-01 ,2026 CIP RESURFACING – CITY COUNCIL DISTRICTS 1, 2, 3, 4, 5, & 7

Coverage for Worker's Compensation is limited to the provisions of the Alabama Workers Compensation Law. Workers Compensation Employers Liability Carrier for The Sheffield Fund is ACE American Insurance Co. NAIC#22667, Limits the same, effective 01-01-2026 to 12-31-2026, Policy# HDO G48956300. Officers Excluded from Workers Compensation are as follows: Lynn C. Doyle II and Clayton B. Doyle.

City of Mobile is additional insured in regard to general liability when required by written contract, per policy terms and conditions.

CERTIFICATE HOLDER

City of Mobile
P.O. BOX 1827
Mobile, AL 36633

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

ACORD 25 (2016/03)

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EXHIBIT 'E':SUBCONTRACTING PLAN,
E-VERIFY AFFIDAVIT,
E-VERIFY REGISTRATION PRINTOUT,
DBE UTILIZATION REPORT,
SECRETARY OF STATE REGISTRATION

E-Verify

Company ID Number: 296114

Approved by:

Employer Geotechnical Engineering Testing, Inc.	
Name (Please Type or Print) Doyle B Clayton	**Title**
Signature Electronically Signed	**Date** 9/30/2024
Department of Homeland Security – Verification Division	
Name (Please Type or Print) USCIS Verification Division	**Title**
Signature Electronically Signed	**Date** 9/30/2024

E-Verify

Company ID Number: 296114

Information Required for the E-Verify Program Information relating to your Company:	
Company Name	Geotechnical Engineering Testing, Inc.
Company Facility Address	904 Butler Drive Mobile, AL 36693
Company Alternate Address	
County or Parish	MOBILE
Employer Identification Number	630664448
North American Industry Classification Systems Code	541
Parent Company	
Number of Employees	20 to 99
Number of Sites Verified for	1 site(s)

E-VERIFY AFFIDAVIT

STATE OF Alabama

COUNTY OF Mobile

I, Clay B Doyle (the individual attesting below), being duly authorized by and on behalf of Geotechnical Engineering Testing, Inc. (hereinafter "Employer") after first being duly sworn hereby swears or affirms as follows:

1. Employer understands that E-Verify is the federal E-Verify program operated by the United States Department of Homeland Security and other federal agencies, or any successor or equivalent program used to verify the work authorization of newly hired employees pursuant to federal law in accordance with NCGS §64-25(5).
2. Employer understands that Employers Must Use E-Verify. Each employer, after hiring an employee to work in the United States, shall verify the work authorization of the employee through E-Verify in accordance with NCGS §64-26(a).
3. Employer is a person, business entity, or other organization that transacts business in this State and that employs 25 or more employees in this State. (Mark "Yes" or "No")
   a. YES ✓
   b. NO ____
4. Employer's subcontractors will comply with E-Verify, and Employer will ensure compliance with E-Verify by any and all subcontractors subsequently hired by Employer.

This 2nd day of December, 20 24.

Signature of Affiant

Print or Type Name: Clay B Doyle

State of Alabama

County of Mobile

Signed and sworn to (or affirmed) before me, this the 2 day of December, 20 24.

My Commission Expires: 8/16/2026

Jacqueline Tokuhara
Notary Public

Seal

JACQUELINE TOKUHARA
Notary Public
Alabama State at Large

NHCS – E-Verify 081815

1

City of Mobile
Office of Supplier Diversity

REQUEST FOR WAIVER OF DISADVANTAGED BUSINESS ENTERPRISE (DBE) GOAL

Bid/RFP/P.O./Solicitation/Other# 2026-3005-01 Current Date 2/23/26

Project Description: 2026 CIP RESURFACING – CITY COUNCIL DISTRICTS 1, 2, 3, 4, 5, & 7

Total Estimated Value of the Project: $220,000.00

By City of Mobile Department/ Division/ Office/Unattached Board

I hereby request that the DBE participation goal, pursuant to Ordinance of the City Charter and Policy, be waived on the above-referenced project for the following reason(s):
Please attached any supporting documentation

Waiver requested due to the nature of the work. This is a materials testing contract and the required work is specialized enough and small enough not to warrant the use of sub-consultants.

John Forrester
Requested By (Department Director)

(Signature) City Engineer (Title) 2-23-2026 (Date)

251-208-7243
Telephone Number

forresterj@cityofmobile.gov
Email Address

Reviewed By (Office of Supplier Diversity)

Archnique Kidd (Signature) Small Business Development Manager (Title) 2/23/2026 (Date)

Alabama Secretary of State

Geotechnical Engineering Testing, Inc.

Entity ID Number	000-033-894
Entity Type	Domestic Corporation
Principal Address	MOBILE, AL
Principal Mailing Address	Not Provided
Status	Exists
Place of Formation	Mobile County
Formation Date	03/27/1974
Registered Agent Name	Not Provided
Registered Office Street Address	Not Provided
Registered Office Mailing Address	Not Provided
Nature of Business	---
Capital Authorized	$1,000
Capital Paid In	$1,000
Incorporators	
Incorporator Name	DOYLE, LYNN
Incorporator Street Address	Not Provided
Incorporator Mailing Address	Not Provided
Incorporator Name	DOYLE, SARAH
Incorporator Street Address	Not Provided
Incorporator Mailing Address	Not Provided
Incorporator Name	KARRH, JOHN BARNARD
Incorporator Street Address	Not Provided
Incorporator Mailing Address	Not Provided
Annual Reports	
Report Year	1988 1989 1990 1991 1992 1993 1994 1995 1996 1997 1998 1999

AGENDA ITEM SUMMARY SHEET

Agenda of: May 5, 2026

Submitted by:
Ricardo Woods, City Attorney

Sponsored by:
Spiro Cheriogotis, Mayor

Purpose and Scope of Project:
To authorize the Foreign Trade Zone Operator Agreement for operator services with CMT2., LLC

Amount of Contract:

Funding Source

ATTACHMENTS:
1. Resolution FTZ Operator Agreement CMT2, LLC
2. FTZ Operator Agreement-CMT2 LLC

REVIEWERS:
Patricia Primm
Cherlina Monteiro
James Barber

RESOLUTION

Sponsored by: Mayor Spiro Cheriogotis

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MOBILE, ALABAMA, that the Mayor and the City Clerk be, and they hereby are authorized 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 CMT2., LLC, 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 **CMT 2., LLC** qualified to do business in Alabama hereinafter referred to as "Operator".

WITNESSETH:

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

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

WHEREAS, certain facilities of Operator, said facilities including but not limited to **150 Viaduct Road, Chickasaw, AL 36611**, 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:

Matthew Zarzour
Member, CMT 2., LLC
(251)-895-2512
Email matt@zarzourco.com

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

CITY OF MOBILE	(CMT 2., LLC)
_____	_____
BY: Spiro N. Cheriogotis	BY: Matt Zarzour
Mayor	Its: 4-29-26

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: May 5, 2026

Submitted by:
Karen Poth

Sponsored by:
Spiro Cheriogotis, Mayor

Purpose and Scope of Project:
One-year renewable Contract with Hunter Nichols for videography and photography services for National Maritime Museum of the Gulf.

Amount of Contract:
NTE $61,079.00 per fiscal year

Funding Source
GOMESA25

ATTACHMENTS:
1. 2026 Hunter Maritime Agenda Package

REVIEWERS:
Donald Rose
Kelsi Tippery
Cherlina Monteiro
James Barber

AGENDA ITEM SUMMARY SHEET

Print Page | Reset

Agenda of: May 5 2026 (Date) Item No. _____

Submitted by: Natl Maritime Museum of the Gulf (Department) Karen Poth (Department Head)

Sponsored by: Spiro N. Cheriogotis (Name) Mayor (Title)

Reviewed by: Cory Adair (Executive Director)

Routing Authorized: _____ (Mayor's Office) _____ (Date)

A brief synopsis and explanation of the following:

PROJECT NAME: Contract for Videography and Photography Services for Maritime Museum

PURPOSE & SCOPE OF PROJECT:
One-year renewable Contract with Hunter Nichols for videography and photography services for National Maritime Museum of the Gulf.
GOMESA25

RESOLUTION ☒ ORDINANCE ☐ OTHER ☐

AMOUNT OF CONTRACT: NTE $61,079.00 per year.

FUNDING SOURCE:

Budget Item: General fund. Discretionary Funds: _____

Budget amendment: REDUCE ☐ INCREASED ☐

Grant funds: _____ Matching funds: _____

Associated Costs:

Current year (itemize)
Type: _____ Amount: _____

Future years
Year: _____ Amount: _____

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

Effective date of contract: upon signature

Renewal date of contract (if applicable): _____

If not bid, state reason: Professional services

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

How many bidders submitted bids (if applicable): _____

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

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 to execute and attest, respectively, for and on behalf of the City of Mobile, an agreement, by and between the City of Mobile and Hunter Nichols, sole proprietor, for videography and photography professional services for the National Maritime Museum of the Gulf, in an amount not to exceed $61,079 per fiscal year, as appropriated funds are available, as outlined in the agreement 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
CITY OF MOBILE

Professional Services Agreement
City of Mobile

This Professional Services Contract (sometimes hereinafter "Agreement") made and entered into as of the date of execution, by and between **THE CITY OF MOBILE**, a Municipal Corporation of the State of Alabama (hereinafter referred to as the "City") and Hunter Nichols, Sole Proprietor, (hereinafter "Contractor"), as follows:

WHEREAS, Contractor is uniquely qualified and engaged in professional videography and photography of the Mobile Tensaw Delta for the National Maritime Museum of the Gulf.

WHEREAS, the City seeks to engage this Contractor based upon the Contractor's professional skill, and competence especially suited to provide high quality video of the Mobile Tensaw Delta.

WHEREAS, Contractor is also highly skilled at creating video and photographs specifically suited to engage museum audiences of all ages. The National Maritime Museum of the Gulf is in need of this work to create the new exhibition, "Delta Mosaic. A Confluence of Life" set to open in April of 2027.

WHEREAS, the specialized nature of the services required does not fall within any current classification of the Mobile County Personnel Board, making it appropriate to secure such services by independent contract.

WHEREAS, City desires to engage this Contractor, due to the Contractor's high degree of professional skill, competence, and personality especially suited to provide said services upon the following terms and conditions.

NOW THEREFORE, City and Contractor, for and in consideration of the mutual covenants and agreements hereinafter set forth to be kept and performed by the other, and other good and valuable consideration, the receipt and sufficiency of all of which are hereby acknowledged, do hereby covenant and agree as follows:

I. PROFESSIONAL SERVICES TO BE PERFORMED

A. The professional services to be performed by the Service Provider under this Agreement ("Services") for City of Mobile are to provide:
Videography

- Research, seek out and capture video perfectly suited to illustrate the wide variety of plant and animal species that live in the Delta.

- Using specialized video camera equipment to capture high resolution super wide angle seasonal video shots of the Mobile-Tensaw River Delta. These video shots will capture the essence of a boat ride and aerial drone shot rising from the delta. These shots will be presented in a three screen immersive 270 field of view theater setting.

- First priority will go to capturing seasonal shots on each trip, second priority will focus on capturing wildlife and plant shots. **Seasons and subjects needed:** • Lower Delta with a Winter sunrise - winter trip in February - 4 day shoot • Spring marshes - spring shot - 4 day shoot • Floating Summer lotus garden, mid-late July - 4 day shoot Middle delta - early summer - capture same week as lotus shot? • Autumn shot - upper delta - mid October - final drone shot? 4 day shoot

- Obtain equipment suitable for creating these videos to the specified size and resolution designated by the Creative Director of the National Maritime Museum.

- Take into consideration any creative direction given to the videographer by the Creative Director of the National Maritime Museum.

- Collaborate with Museum staff to align research findings with curatorial direction

Photography

- Contractor shall capture any photographs that are relevant or useful to the National Maritime Museum for use in the Delta exhibition.

- Revise content based on feedback from Museum staff and stakeholders

B. The Contractor shall perform all professional services under this contract with the professional skill and care ordinarily provided by a competent professional practicing

under the same or similar circumstances and as expeditiously as is prudent considering the ordinary professional skill and care of such profession

C. The Contractor shall report to the Executive Director of the National Maritime Museum of the Gulf ("Executive Director") or her designee who shall provide specific tasking to the Contractor with respect to these services.

II. TERM OF AGREEMENT

A. This Contract shall commence immediately upon execution by both the City and the Contractor. It shall continue for a period of One (1) year or Twelve (12) months, subject to the renewal and/or availability of funding.

III. COMPENSATION

A. The City agrees to pay the Contractor according to the pricing schedule listed on Exhibit A not to exceed $61,079 per fiscal year.

IV. METHOD OF PAYMENT

A. Payments shall be made via direct deposit to a banking institution designated by the Contractor.

V. ADDITIONAL SERVICES

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

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

additional compensation.

VI. LIABILITY OF CONTRACTOR

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

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

VII. CONTRACTOR'S INSURANCE.

For the term of this Agreement, the Contractor shall acquire and maintain in full force and effect the following liability and comprehensive insurance issued by a company licensed and qualified to do business in the State of Alabama, ***which such insurance shall name the City of Mobile as an additional insured,*** and shall attach to this contract, as proof thereof, a certificate of insurance issued by an agent licensed and qualified to

do business in the State of Alabama. Said insurance coverage shall be Primary and Non-contributory, waiver of subrogation shall apply in favor of City with respect to all policies, and no policy will be altered or terminated unless City shall be given written notice of such alteration or termination delivered to City not less than thirty (30) days before the effective date of such alteration or termination:

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

VIII. RESPONSIBILITIES OF THE CONTRACTOR

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

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

C. The Contractor is, and shall be, in the performance of all work, services and activities under this Contract, an independent contractor.

IX. FORCE MAJEURE

A. The Contractor specifically agrees that all work performed under the terms and conditions of this Contract shall be completed within the time limits as set forth herein, or as otherwise identified in the City's purchase order or specified by the Ex, 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 the Executive Director to act as City's representative with respect to this Agreement, as set out herein above. Such person(s) will have the authority to transmit instructions, receive information, and interpret and define the City's policies and decisions regarding the scope of services.

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

C. The Contractor shall be issued or permitted to maintain a City of Mobile Employee Identification Number, a City email address, and access keys or proximity cards necessary to perform his/her duties.

D. The City's Designated representative will do all things necessary to properly administer the terms and conditions of this Agreement.

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

XI. INTELLECTUAL PROPERTY

A. The Contractor owns the copyright to all Photography and Video. In consideration of the payments set forth in Section III of this Contract, Contractor hereby grants to the City and its agents, related entities, successors, licensees and assigns (collectively, "Licensed Parties") a worldwide, perpetual, irrevocable, fully paid license to reproduce, modify, distribute copies of, publish, exhibit, publicly display, digitize, publicly perform,

exploit, store, sublicense, prepare derivative works based upon, import, and otherwise use the material (and/or any parts or elements thereof) as frequently as the Licensed Parties in their sole discretion determine and in any manner or medium the Licensed Parties deem fit including on the Museum's owned and operated social media properties, in any and all forms and media now known or hereafter created.

B. **Rights to Pre-Existing Materials.** To the extent Contractor provides or makes available any Pre-Existing Materials for the City's use, such materials shall not be deemed Work Product. However, upon the City's written election and payment of a mutually agreed-upon fee as set forth in an applicable invoice or exhibit, Contractor hereby grants to the City a perpetual, irrevocable, non-exclusive, royalty-free, transferable license to use, reproduce, display, publish, distribute, and create derivative works from such Pre-Existing Materials for any purposes related to the museum or its exhibitions. Any such purchase of rights shall be documented in writing and incorporated into this Agreement by reference.

XII. TERMINATION

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

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

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

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

E. In the event that the Contractor has abandoned performance under this Contract, then the City may terminate this Contract upon three (3) calendar day's written notice to the Contractor indicating its intention to do so. Payment for work performed prior to the Contractor's abandonment shall be as stated above.

XIII. DISPUTE RESOLUTION

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

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

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

XIV. NOTICES

A. The City of Mobile Authorized Agent, authorized to act on the City's behalf with respect to the Project, is The Executive Director of the National Maritime Museum of the gulf or the Director's designated representative.

B. Any notices of default or termination shall be sufficient if sent by parties via United States Certified mail, postage paid, or via nationally recognized delivery service, to the address listed below:

CITY:
Maritime Museum of the Gulf
c/o Karen Poth
155 South Water Street
Mobile, AL 36602

CONTRACTOR:
Hunter Nichols
770 Hollybrook Lake Rd,
Leeds, AL 35094

Copy to:
City Attorney
City of Mobile Legal Department
P.O. Box 1827
Mobile, AL 36633-1827

C. Any change in the City's Executive Director of the National Maritime Museum of the Gulf or the Contractor's Representative will be promptly communicated by the party making the change.

XV. **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.

XVI. EFFECT OF DEFAULT

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

XVII. WITHHOLDING PAYMENT DUE

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

XVIII. CURE PLAN

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

XIX. ANTI-BOYCOTT

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

XX. NON-DISCRIMINATION

A. Contractor shall comply with all Federal, State and local laws concerning nondiscrimination, including but not limited to City of Mobile Ordinance No. 14-034 which requires, inter alia, that all contractors performing work for the City of Mobile not discriminate on the basis of race, creed, color, national origin or disability, 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.

XXI. COMPLIANCE WITH IMMIGRATION LAW

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

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 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. **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.

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

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

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

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

Q. **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.

R. **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.

S. **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.

T. **Non-Assignment**. The City and Contractor each bind itself, its successors and assigns, to the other party of this contract, in respect to all covenants of this agreement. The contractor shall not transfer or assign this contract or the license or any of the rights or privileges granted herein without the prior written consent of the City, which such consent shall be granted or denied solely at the City's sole discretion.

U. The City shall provide the Contractor with appropriate office space and equipment as necessary to perform assigned duties.

V. This Agreement is the final expression of the agreement between the parties and the complete and exclusive statement of the terms agreed upon and shall supersede all prior

negotiations, understandings, or agreements. No representations, warranties, or stipulations, either oral or written, are not contained herein.

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

HUNTER NICHOLS,

BY: _____

Date: 4-24-26

ACKNOWLEDGEMENT

The State of Alabama }
Shelby County }

I, Nicole Smith, a Notary Public, in and for said County in said State, hereby certify that Hunter Nichols, whose name 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, with full authority, executed the same voluntarily.

Given under my hand this the 24th day of April, 2026

_____
(Seal)

NICOLE SMITH NOTARY PUBLIC ALABAMA STATE AT LARGE

Nicole Smith
Notary Public
Comm. Exp: 04-02-2028

CITY OF MOBILE, A Municipal Corporation

BY: _____

Date: _____
Spiro N. Cheriogotis, Mayor

ATTEST:

_____ Date: _____

City Clerk

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 02/12/2026

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 Hiscox Inc. 5 Concourse Parkway Suite 2150 Atlanta GA, 30328	**CONTACT NAME:**	
	PHONE (A/C, No, Ext): (888) 202-3007	**FAX (A/C, No):**
	E-MAIL ADDRESS: contact@hiscox.com	
	INSURER(S) AFFORDING COVERAGE	**NAIC #**
	INSURER A : Hiscox Insurance Company Inc	10200
INSURED HUNTER NICHOLS DBA HUNTER NICHOLS PRODUCTIONS 770 Hollybrook Lake Rd Leeds, AL 35094	**INSURER B :**	
	INSURER C :	
	INSURER D :	
	INSURER E :	
	INSURER F :	

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X **COMMERCIAL GENERAL LIABILITY** ☐ CLAIMS-MADE ☒ OCCUR X CGL is on BOP Form GEN'L AGGREGATE LIMIT APPLIES PER: X POLICY ☐ PRO-JECT ☐ LOC ☐ OTHER:			P106.087.213.1	02/12/2026	02/12/2027	EACH OCCURRENCE	$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 0
							MED EXP (Any one person)	$ 10,000
							PERSONAL & ADV INJURY	$ 0
							GENERAL AGGREGATE	$ 2,000,000
							PRODUCTS - COMP/OP AGG	$ 2,000,000
								$
	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ ALL OWNED AUTOS ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ☐ NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident)	$
							BODILY INJURY (Per person)	$
							BODILY INJURY (Per accident)	$
							PROPERTY DAMAGE (Per accident)	$
								$
	☐ **UMBRELLA LIAB** ☐ OCCUR ☐ **EXCESS LIAB** ☐ CLAIMS-MADE ☐ DED ☐ RETENTION $						EACH OCCURRENCE	$
							AGGREGATE	$
								$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? ☐ N / A **(Mandatory in NH)** If yes, describe under DESCRIPTION OF OPERATIONS below						☐ PER STATUTE ☐ OTH-ER	
							E.L. EACH ACCIDENT	$
							E.L. DISEASE - EA EMPLOYEE	$
							E.L. DISEASE - POLICY LIMIT	$

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

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

Mary J Boyd

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CAPITAL CONTRACT SUMMARY SHEET

AGENDA ITEM SUMMARY SHEET

Agenda of: May 5, 2026

Submitted by:
John Forrester, City Engineer

Sponsored by:
Cory Penn, Councilmember
Samantha Ingram, Councilmember, District 2
CJ Small, Councilmember
Benjamin Reynolds, Councilmember
Beau Fleming, Councilmember, District 5
Josh Woods, Councilmember
Gina Gregory, Councilmember
Spiro Cheriogotis, Mayor

Purpose and Scope of Project:
Approve change order no 3 with McElhenney Construction, LLC for additional construction services.

Amount of Contract:
$2,490,000.00 increase; revised contract $8,446,445.75

Funding Source
C0844

ATTACHMENTS:
1. 2024-3005-07 2024 City of Mobile Annual Storm Drain Maintenance (McElhenney Construction, LLC.) changer order no 3 (1)

REVIEWERS:
Jessica White
John Forrester
Brenda Rhodes
Cherlina Monteiro

CONTRACT CHANGE REQUEST FORM

CITY OF MOBILE

TO FINANCE DEPT. 2500- FROM Engineering DEPT. 3005

DATE OF REQUEST: 4/23/26

TYPE: Select One ☐ (when money is available in project's budget; from project to contract)

VENDOR NAME: McElhenney Construction Co LLC.

DISTRICT#: Select Item. #1-7

DEPT. PROJECT#: 3024-3005-07

REQUEST: Please Add Select option. $2,490,000.00 from Capital Project#/Title: #C0844 / 2024 City of Mobile Annual Storm Drain Maintenance.

to contract# 4850.

Total amount of Amendment: $2,490,000.00

Current contract amount: $5,049,650.54

Revised contract amount: $8,446,445.75

Comments: Continuation of Competitively Bid Unit Price Project. Scope and unit prices to remain unchanged. Needed for continued maintenance/repair of City infrastructure.

Employee signature

Approval signature

Revised by B. Rhodes 1/6/2026

R E S O L U T I O N

Sponsored by: Mayor Spiro Cheriogotis
Council members Cory Penn, Samantha Ingram, C.J. Small, Ben Reynolds, Beau Fleming, Josh Woods, and Gina Gregory

WHEREAS, the CITY entered into a contract dated January 30, 2024, with McElhenney Construction, LLC. for storm drain repairs on the project known as 2024 City of Mobile Annual Storm Drain Maintenance (COM Project No. 2024-3005-07); and

WHEREAS, the original contract amount was $906,795.21 for a task order and unit price based contract for annual on-call storm drain maintenance for a term of one year with a renewable clause of one or two additional one-year periods; and

WHEREAS, the original contract was awarded by competitive bid and was amended by Resolution dated October 22, 2024, thus extending the term of the contract for a period of one year and increasing the original agreement to a total of $2,124,445.75; and

WHEREAS, the Agreement was extended by an Amendment #1 dated October 22, 2024, and by an Amendment #2 dated May 13, 2025, both of which extended the performance term for an additional two years, through January 30, 2027, and increased the contract amount by $5,049,650.54; and

WHEREAS, the City and the Contractor desire to increase the value of the Agreement by the amount of $2,490,000.00, a continuation of the original competitively bid contract, resulting in a new total contract amount of $8,446,445.75 and to ratify and adopt all other terms of the agreement as originally agreed upon, the work and unit prices will remain the same; 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, the Amendment to the Agreement with McElhenney Construction, LLC attached hereto. A copy of said Amendment is on file in the office of the City Clerk.

Adopted:

_____

City Clerk

AMENDMENT TO AGREEMENT

THIS AMENDMENT TO AGREEMENT ("Amendment") is made as of the _____day of_____2026, between the City of Mobile, Alabama, a municipal corporation of the State of Alabama (hereinafter "City") and McElhenney Construction, LLC, a corporation qualified to do business in Alabama (hereinafter "Contractor").

RECITALS

WHEREAS City and Contractor are parties to that certain Contract dated January 30, 2024 (the "Agreement"), which Agreement provides for on-call storm drain maintenance at various locations within the City limits; and

WHEREAS the Agreement provides in Item IX, Articles of Agreement, that the Agreement shall remain in effect one year from the effective date of execution of the Agreement, but may be extended by mutual agreement of the parties, contingent of the obligation of additional funds for similar work, for one or two additional one-year periods: and

WHEREAS, the Agreement was extended by an Amendment #1 dated October 22, 2024, and by an Amendment #2 dated May 13, 2025, both of which extended the performance term for an additional two years, through January 30, 2027, and increased the contract amount by $5,049,650.54; and

WHEREAS the City and the Contractor desire to increase the value of the Amendment by the amount of $2,490,000.00 and to ratify and adopt all other terms of the agreement as originally agreed upon; now therefore

AMENDMENT

1. In consideration of the foregoing, the mutual covenants and agreements contained herein, the work performed by Contractor and funds paid by City in exchange therefore, and other good and valuable considerations, the receipt and sufficiency of which are hereby acknowledged, City and Contractor hereby agree as follows:

2. Item IX, Articles of Agreement, of the Agreement is amended such that, subject to other provisions of the agreement not modified herein, all covenants, agreements, and stipulations of this Agreement shall remain in full force through January 30, 2027.

3. City and Contractor hereby agree that the value of this Amendment shall be increased by the amount of $2,490,000.00, for a total Agreement amount of $8,446,445.75.

4. No changes are being made to the scope of work nor the unit prices contained in the competitively bid Agreement; and except as expressly amended herein, all other terms, conditions, and provisions of the Agreement shall remain in full force and effect.

JUSTIFICATION FOR CHANGE ORDER

PROJECT NAME: 2024 City of Mobile Annual Storm Drain Maintenance

PROJECT NUMBER: 2024-3005-07

The attached change order number 3 to contract with McElhenney Construction Co, LLC.

dated January 30, 2024 is required because of the following:

_____ 1. Unusual and difficult circumstances which arose during the course of the execution of the contract which could not have been reasonably foreseen.

_____ 2. Where competitive bidding for the new work for new money will work to the serious detriment of the awarding authority.

_____ 3. Emergencies arising during the course of the work.

_____ 4. Changes or alterations provided for in the original bid and original contract, such as unit prices, alternates, etc.

__X__ 5. See attached letter.

_____ 6. Other: _____

_____

_____

_____

REMARKS: _____

_____

_____

_____

ENGINEER OR CONSULTANT

_____

City Engineer

IN WITNESS WHEREOF, the parties hereto have set their hands and affixed their respective seals as of the day and year first above written.

CITY OF MOBILE

_____
Spiro Cheriogotis, Mayor

_____
Date

ATTEST:

_____
City Clerk

McElhenney Construction, LLC

_____
An authorized signatory

Josh McElhenney President
Name and Title (Printed or Typed)

4-2-26
Date

STATE OF ALABAMA)

COUNTY OF MOBILE)

I, the undersigned Notary Public, in and for said County in said State, hereby certify that Josh McElhenney, as an authorized signatory for McElhenney Construction Co., LLC, is signed to the foregoing instrument, and who is known to me, acknowledged before me on this day that, being informed of the contents of the above and foregoing agreement, he/she, as such officer and with full authority, executed the same voluntarily for and as the act of said corporation on the day the same bears date.

Given under my hand this the 2nd day of April, 2026.

(SEAL)
Ellen Reese Coombs
Notary Public
Alabama State at Large
My Commission Expires 12/12/2027

_____
Notary Public
My Commission Expires: 12/12/27

April 16, 2026

City of Mobile
Engineering & Infrastructure
Nick Amberger, P.E.
PO Box 1827
Mobile, AL 36633

RE: 2024 City of Mobile Annual Storm Drain Maintenance
City of Mobile Project No. 2024-3005-07

Dear Mr. Amberger,

Enclosed are the supporting documents for Contract Amendment No. 3 for the above referenced contract. This project is an on-call, task order driven maintenance contract based on unit prices. It was competitively bid. The contractor has successfully executed numerous task orders and is nearing the end of existing funding and is within the Amended contract term limit of January 30, 2027. The contract contains a renewal clause which states the contract may be amended under the existing terms, conditions and unit prices contingent upon the obligation of available funds. Said funds are now available and secured.

Adding funding to this type of unit price contract without re-bidding is acceptable under public works bid law because the scope is not changing and the unit prices are not changing. Moreover, the prices are reasonable, the work is necessary, and re-bidding would cause a time delay, additional administrative costs and very likely higher per unit prices from new bidders.

We are requesting an amendment of this contract for the continued maintenance improvements of the City's drainage infrastructure. This amendment will increase the funding by $2,490,000.00 and the contract term will remain in effect through January 30, 2027.

If you have any questions or need additional information, please do not hesitate to contact our office at 251-208-7243.

Sincerely,

John Forrester, P.E.
City Engineer

MCELCON-01 RHUTTO

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 4/23/2026

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: Kirsten Crosby	
PGIS, LLC dba Turner Insurance & Bonding Co. PO Drawer 230789 Montgomery, AL 36123	PHONE (A/C, No, Ext): (334) 386-3968	FAX (A/C, No):
	E-MAIL ADDRESS: kcrosby@turnerfirst.com	

INSURED	INSURER(S) AFFORDING COVERAGE	NAIC #
McElhenney Construction Co., LLC P.O. Box 1409 Theodore, AL 36590	INSURER A: Zurich American Insurance Co.	16535
	INSURER B: Scottsdale Insurance Co.	41297
	INSURER C: Transguard Insurance Company of America	28886
	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 X XCU Included X Contractual Liab Inc GEN'L AGGREGATE LIMIT APPLIES PER: X POLICY X PRO-JECT LOC OTHER:	X	X	GLO3538202-03	7/1/2025	7/1/2026	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG EBL Aggregate	$ 2,000,000 $ 100,000 $ 10,000 $ 2,000,000 $ 4,000,000 $ 4,000,000 $ 1,000,000
A	AUTOMOBILE LIABILITY X ANY AUTO OWNED AUTOS ONLY SCHEDULED AUTOS HIRED AUTOS ONLY NON-OWNED AUTOS ONLY	X	X	BAP3538203-03	7/1/2025	7/1/2026	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 2,000,000 $ $ $
B	X UMBRELLA LIAB X OCCUR EXCESS LIAB CLAIMS-MADE DED RETENTION $	X	X	XLS2007499	7/1/2025	7/1/2026	EACH OCCURRENCE AGGREGATE	$ 5,000,000 $ 5,000,000
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N: N If yes, describe under DESCRIPTION OF OPERATIONS below	N/A	X	WC3538201-03	7/1/2025	7/1/2026	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	Leased/Rented			IMP4001354-02	7/1/2025	7/1/2026	$2,500 Ded/Per Item	400,000
C	Scheduled Equipment			IMP4001354-02	7/1/2025	7/1/2026	$2,500 deductible	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
City of Mobile is named additional insured on a primary and noncontributory basis as respect General Liability, Automobile Liability, and Umbrella Liability where required by written contract. A waiver of subrogation applies in favor of City of Mobile as respect General Liability, Automobile Liability, Umbrella Liability, and Workers Compensation where required by written contract. Thirty (30) days written notice of cancellation applies where required by written contract.

CERTIFICATE HOLDER

City of Mobile
9th Floor South Tower
205 Government Street
Mobile, AL 36644

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

David J Dueck

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RESOLUTION

Sponsored by: Mayor William S. Stimpson
Council members Cory Penn, William Carroll, C.J. Small, Ben Reynolds, Joel Daves, Josh Woods, and Gina Gregory

WHEREAS, the CITY entered into a contract dated January 30, 2024, with McElhenney Construction, LLC. for storm drain repairs on the project known as 2024 City of Mobile Annual Storm Drain Maintenance (COM Project No. 2024-3005-07); and

WHEREAS, the original contract amount was $906,795.21 for a task order and unit priced based contract for annual on-call storm drain maintenance for a term of one year with a renewable clause of one or two additional one-year periods; and

WHEREAS, the original contract was awarded by competitive bid and was amended by Resolution dated October 22, 2024, thus extending the term of the contract a period of one year and increasing the original agreement to a total of $2,124,445.75; and

WHEREAS, the City now desires to exercise the second one-year renewal option, with no changes to the scope of work or unit prices, and to increase the funding by $3,832,000.00, resulting in a new total contract amount of $5,956,445.75; now therefore,

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MOBILE, ALABAMA, that the Mayor and the City Clerk be, and they hereby are, authorized and directed to execute and attest for and on behalf of the City of Mobile, the Amendment to Extend Term of Agreement with McElhenney Construction, LLC, attached hereto. A copy of said Amendment is on file in the office of the City Clerk.

Adopted: MAY 13 2025

City Clerk

JUSTIFICATION FOR CHANGE ORDER

PROJECT NAME: 2024 City of Mobile Annual Storm Drain Maintenance

PROJECT NUMBER: 2024-3005-07

The attached change order number 2 to contract with McElhenney Construction Co, LLC.

dated January 30, 2024 is required because of the following:

_____ 1. Unusual and difficult circumstances which arose during the course of the execution of the contract which could not have been reasonably foreseen.

_____ 2. Where competitive bidding for the new work for new money will work to the serious detriment of the awarding authority.

_____ 3. Emergencies arising during the course of the work.

_____ 4. Changes or alterations provided for in the original bid and original contract, such as unit prices, alternates, etc.

__X__ 5. See attached letter.

_____ 6. Other: _____

REMARKS: _____

N/A

ENGINEER OR CONSULTANT

City Engineer

AMENDMENT TO AGREEMENT

THIS AMENDMENT TO AGREEMENT ("Amendment") is made as of the 13 day of May 2025, between the City of Mobile, Alabama, a municipal corporation of the State of Alabama (hereinafter "City") and McElhenney Construction, LLC, a limited liability company qualified to do business in Alabama (hereinafter "Contractor").

RECITALS

WHEREAS City and Contractor entered into a Contract dated January 30, 2024 (the "Agreement"), for on-call storm drain maintenance at various locations within the City limits; and

WHEREAS the Agreement provides in Item IX of the Articles of Agreement that it shall remain in effect for one (1) year from its effective date, but may be extended by mutual agreement of the parties, contingent upon the obligation of additional funds for similar work, for one or two additional one-year periods: and

WHEREAS, the Agreement was extended by an instrument dated October 22, 2024, to extend the term through January 30, 2026, and increased the contract amount by $1,217,650.54; and

WHEREAS the City and the Contractor desire to extend the term for an additional one (1) year, increase the total not-to-exceed amount by the amount of $3,832,000.00 and otherwise reaffirm all other terms and conditions of the Agreement;

NOW THEREFORE, in consideration of the foregoing recitals and the mutual covenants contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

AMENDMENT

1. In consideration of the foregoing, the mutual covenants and agreements contained herein, the work performed by Contractor and funds paid by City in exchange therefor, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, City and Contractor hereby agree as follows:

2. Item IX, Articles of Agreement, of the Agreement is amended such that, subject to other provisions of the agreement not modified herein, all covenants, agreements, and stipulations of this Agreement shall remain in full force for an additional one (1) year from the date of full execution of this Amendment.

3. City and Contractor hereby agree that the total not-to-exceed amount under the Agreement is hereby increased by the amount of $3,832,000.00, for a total Agreement amount of $5,956,445.75.

4. Except as expressly amended herein, all other terms, conditions, and provisions of the Agreement, as previously amended, are hereby ratified and shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have set their hands and affixed their respective seals as of the day and year first above written.

CITY OF MOBILE

William S. Stimpson, Mayor

5/15/25
Date

McElhenney Construction, LLC

An authorized signatory

Josh McElhenney President
Name and Title (Printed or Typed)

4-30-25
Date

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)

I, Reese Coombs the undersigned authority, a Notary Public in and for said State at Large, hereby certify that Josh McElhenney whose name as President of McElhenney Const. Co. Ltd., LLC, a limited liability company, is signed to the foregoing instrument, and who is known to me or who has produced proper identification, acknowledged before me on this day that, being informed of the contents of the document, he/she, as such President, and with full authority, executed the same voluntarily for and as the act of said limited liability company.

Given under my hand and official seal this 30th day of April, 2025.

Ellen Reese Coombs
Notary Public
Alabama State at Large
My Commission Expires 12/12/2027

April 9, 2025

City of Mobile
Engineering & Infrastructure
Nick Amberger, P.E.
PO Box 1827
Mobile, AL 36633

RE: 2024 City of Mobile Annual Storm Drain Maintenance
City of Mobile Project No. 2024-3005-07

Dear Mr. Amberger,

Enclosed are the supporting documents for Contract Amendment No. 2 for the above referenced contract. This project is an on-call, task order driven maintenance contract based on unit prices. It was competitively bid. The contractor has successfully executed numerous task orders and is nearing the end of existing funding and is within the Amended contract term limit of January 30, 2026. The contract contains a renewal clause which states the contract may be renewed under the existing terms, conditions and unit prices contingent upon the obligation of available funds. Said funds are now available and secured.

Adding funding to this type of unit price contract without re-bidding is acceptable under public works bid law because the scope is not changing and the unit prices are not changing. Moreover, the prices are reasonable, the work is necessary, and re-bidding would cause a time delay, additional administrative costs and very likely higher per unit prices from new bidders.

We are requesting the renewal of this contract for the continued maintenance improvements of the City's drainage infrastructure. This renewal will increase the funding by $3,832,000.00 and will extend the contract term through January 30, 2027.

If you have any questions or need additional information, please do not hesitate to contact our office at 251-208-7243.

Sincerely,

John Forrester, P.E.
City Engineer

21-078 **2024**

RESOLUTION AWARDING BID

Sponsored by: Mayor William S. Stimpson
Councilmembers Cory Penn, William Carroll, C. J. Small, Ben Reynolds, Joel Daves, Josh Woods, and Gina Gregory

WHEREAS, bids for storm drain repairs for districts 1,2,3,4,5,6 and 7 were received and opened on December 20, 2023.

WHEREAS, the City Engineer has recommended award to the lowest bid meeting specifications from McElhenney Construction Co., LLC., in the amount of $906,795.21.

WHEREAS, the City Council finds that the lowest responsible bid was submitted by McElhenney.

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: McElhenney Construction., LLC,.

Project Name: MISC Drainage Storm Water Fee (City of Mobile Annual Storm Drain Maintenance

Project Number: 2024-3005-07

Amount: $906,795.21

Adopted: JAN 30 2024

City Clerk

MOBILE
ALABAMA

CITY OF MOBILE ANNUAL STORM DRAIN MAINTENANCE (A.K.A. MISC DRAINAGE STORM WATER FEE)

PROJECT NO. 2024-3005-07

BID DATE – DECEMBER 20, 2023

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Contractor's Insurance Certification ..... Attachment C

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ITEM I
INVITATION TO BID

Notice to Contractors:

Sealed proposals will be received by the City Clerk of the City of Mobile, Alabama, 205 Government Street, 9th Floor, South Tower, until 2:30 p.m. local time, December 20, 2023 and then publicly opened and read in the City Engineering Department, 3rd Floor, South Tower, Room 357 for constructing:

Project No:	2024-3005-07
Project:	2024 City of Mobile Annual Storm Drain Maintenance
Project Description:	Storm Drain Repairs

Contract documents may be inspected and obtained from the City of Mobile Engineering Department upon payment of ten dollars ($10.00). This deposit shall be refunded in full to each prime Contractor Bidder upon return of the documents in reusable condition within ten (10) days after Bid Opening. The cost of and return of additional sets of specifications shall be in accordance with Act 97-225, Public Works Contracts.

No Bid Packages will be issued to Contractors later than twenty-four (24) hours after the Pre-Bid Conference. No questions, whether orally or written, will be addressed after 12:00 p.m. on December 15, 2023.

A Mandatory Pre-Bid Conference will be held at the City Engineering Department, 3rd Floor, South Tower, Room 357, Mobile Government Plaza, 205 Government Street, Mobile, Alabama, on December 13, 2023 at 10:30 A.M. Significant items related to the proposed construction will be explained. Representative must be a principal or current employee of the contracting company at the time of the Pre-Bid Conference. ***Any contractor not represented at the Pre-Bid Conference will be disqualified from bidding on the project.*** **A single individual cannot represent more than one contracting company.**

No bid will be received and considered unless made out on the blank form or Proposal attached, and unless all papers attached hereto are returned with the bid and the Proposal sheet attached.

This project is being bid EXCLUDING TAXES. and requires the Contractor to comply with applicable provisions of Section 11-2A-14.1, Code of Alabama, 1975, as amended; applicable provisions of the Alabama Administrative Code; and applicable requirements of the Alabama Department of Revenue (ADOR).

Each bid shall be accompanied by a check or bid bond for the sum of five percent (5%) of the amount bid (maximum amount of bond $10,000), made payable to the CITY, and certified by a reputable banking institution. These monies shall serve as assurance that within ten (10) days of notice of contract award contemplated in the Proposal, the successful bidder will enter into such contract and file a bond for the execution of same.

The performance bond required will be for the amount bid, and labor and material bond shall be one hundred percent (100%) of the amount of contract, and shall be made by a Surety Company acceptable to the City of Mobile and upon the forms of bonds appended hereto.

In default of the entering into of such contract and the execution of such bond, the certified check required to accompany such bid shall be forfeited to the City of Mobile, Alabama. These fees shall not be a penalty but damages for delays, or for the additional cost or expenses that the CITY may incur by reason of such default.

In addition, the Contractor must furnish to the City at the time of the signing of the Contract a certificate of insurance coverage as provided in the specification which will include comprehensive insurance, Contractor's Automobile Liability Insurance, Owner's Protective Liability Insurance, or a Comprehensive General and Public Liability policy naming the City of Mobile, its agents and employees as additionally insured, and where applicable, subcontractor's Public Liability and Property Damage Insurance. The right is reserved to reject any and/or all bids and to waive informalities and to furnish any item of material or work to change the amount of said Contract.

Liquidated damages for non-completion of the work within the time limit agreed upon will be assessed according to Section 108.11 of Alabama Department of Transportation Standard Specifications for Highway Construction 2018 Edition.

Bidders must be licensed Contractors in the State of Alabama pursuant to Sections 34-8-1 through 34-8-27 of the Code of Alabama of 1975 as amended, and shall indicate State License Number on outside of bid envelope. **Any contractor that desires to bid as a prime contractor must possess a Municipal & Utility (MU) Major Classification or a Highways & Streets (HS) Major Classification per Section 230-X-.27 of the State of Alabama Licensing Board for General Contractors Administrative Code.** The bidder must not be disqualified from bidding on ALDOT projects at the time of the Pre-Bid Conference.

The awarding of a contract will require the Contractor to pay the prevailing wage rates for this district that are applicable to the trades engaged in this project.

The City of Mobile reserves the right to reject any and all bids and waive informalities in the bidding.

Bids must be sealed and have the project name and number marked on the outside of the envelope. The envelope containing bids must be addressed as follows, and delivered to Ms. Lisa Lambert, City Clerk; City of Mobile, P. O. Box 1827, Mobile, Alabama 36633; "Bid for completion of **2024 City of Mobile Annual Storm Drain Maintenance**, City of Mobile Project No. **2024-3005-07**, in the City of Mobile, Alabama".

PLEASE PUBLISH IN THE ISSUES NOVEMBER 26TH, DECEMBER 3RD AND 10TH 2023.

ITEM II

INSTRUCTIONS TO BIDDERS

1. TYPE OF PROPOSAL:

The services to be performed by CONTRACTOR under this Agreement shall be set forth in individual task orders using the general format set forth in Attachment A ("Task Order"), attached hereto and incorporated herein by reference.

The OWNER reserves the right to issue an unlimited number of Task Orders each year pursuant to the Contract. Additionally, the Owner reserves the right to issue no Task Orders in any given year pursuant to the Contract.

UNIT PRICE BID – The Proposal for the work is to be submitted on a unit price basis. Unit price amounts shall be submitted on all items of work set forth in the Proposal. Estimates of quantities of each class of work to be performed are specified in the Proposal, and although stated with as much accuracy as possible, are approximate only, and are assumed solely for the basis of calculation upon which the award of contract shall be made. The BIDDER should not assume that he shall receive such quantity of work if awarded this contract. Payment to the CONTRACTOR will be made on the measurement of the work actually performed by the CONTRACTOR as specified in the Contract Documents.

2. PREPARATION OF BIDS:

Forms furnished, or copies thereof shall be used, and strict compliance with the requirements of the advertisement, these instructions, and the instructions printed on the forms is necessary. Special care shall be exercised in the preparation of Bids. Bidders must make their own estimates of the facilities and difficulties attending the performance of the proposed Contract, including local conditions, uncertainty of weather, and all other contingencies. All designations and prices shall be fully and clearly set forth. The proper spaces in the Bid and guaranty forms shall be suitably filled. A City of Mobile Subcontracting Plan must be submitted with the bid documents.

3. LABOR AND MATERIALS NOT TO BE FURNISHED BY CITY OF MOBILE, ALABAMA:

The City of Mobile, Alabama will not furnish any labor, materials or supplies unless specifically provided in the Contract.

4. SIGNATURE OF BIDDERS:

Each Bid must give the full business address of the Bidder and be signed by him with his usual signature. Bids by partnerships must furnish the full names of all partners and must be signed with the partnership name by one of the members of the partnership or by an authorized representative, followed by the signature and designation of the person signing. Bids by Corporations must be signed with the legal name of the corporation, followed by the name of State of Incorporation and by the signature of the president, secretary or other person authorized to bind it in the matter. The name of each person shall also be typed or printed below the signature. A Bid by a person who affixes to his signature the word "President", "Secretary", "Agent", or other designation without disclosing his principal may be held responsible for the

Bid. When requested by the City of Mobile, Alabama satisfactory evidence of the authority of the office signing on behalf of the corporation shall be furnished.

5. SPECIFICATIONS AND SCHEDULES:
The specifications, conditions, schedules and drawings that form the basis of any Bid will be considered as a part thereof and will form a part of the Contract. Copies of these papers, together with a copy of the standard Contract form, including authorized additions, or deletions, if any, will be furnished to or made available for the inspections of Bidders by the office indicated in the advertisement of invitation. The current specifications to be used for this project will be the **Alabama Department of Transportation Standard Specifications for Highway Construction, 2018 edition**, subject to any amendments set forth in the Special Provisions or the Supplemental Specifications.

6. CORRECTIONS:
Erasures or other changes in the Bids must be explained or noted over the signature of the Bidder.

7. OWNER:
Where the word "Owner" appears herein, the same refers to the City of Mobile, Alabama. and includes the Mayor acting through the City Council, its governing body.

8. GUARANTY AND INSURANCE:
Security is required to insure the execution of the Contract and bond for performance of the services; no Bid will be considered unless it is so guaranteed. The Bidder must furnish with his Bid, a guaranty bond or certified check in the amount of five percent (5%) (maximum amount $10,000) of his Bid price payable to the City of Mobile, Alabama. Upon default of the Contract and the execution of such bond within ten (10) consecutive working days of written notice of award of the Contract, the Certified Check or Bid Bond required to accompany such Bid shall be forfeited to the City of Mobile, Alabama, not as a penalty but as liquidated damages for delays, or any additional cost or expenses which may be incurred by the CITY by reason of such default.

9. BONDS AND INSURANCE:
The bonds and insurance policies of any surety company or insurance company respectively, authorized to do business in the State of Alabama, will be accepted as security and insurance as required for any Bid or Contract. See the instructions hereinafter contained and the applicable standard forms with respect to the type, form, and the amounts of required bonds and insurance policies.

10. MARKING AND MAILING BIDS:
Bids, with their guaranty, must be securely sealed in suitable envelopes, addressed and marked on the outside "Bid for completion of **City of Mobile Annual Storm Drain Maintenance**, City of Mobile Project No. **2024-3005-07**, in the City of Mobile, Alabama".

11. TIME FOR RECEIVING BIDS:
Bids received prior to the time of opening will be securely stored, unopened. The Owner will decide when the specified time has arrived; no Bid will be considered if received thereafter. When a Bid arrives by mail after time for opening, but before award is made, and it is shown to the Owner's satisfaction that the late arrival was due solely to mail delays, beyond the Bidder's

responsibility, the Bid will be received and considered. Non-responsibility will be attached to the City of Mobile for the premature opening of a Bid not properly addressed and identified. Unless specifically authorized, telegraphic Bids will not be considered; however, modifications to previously submitted Bids will be considered if received prior to the hour set for opening.

12. WITHDRAWAL OF BIDS:
Bids may be withdrawn by written or telegraphic requests received from Bidders prior to the time fixed for opening. Negligence on the part of the Bidder in preparing the Bid confers no right for the withdrawal of Bid after it has been opened.

13. BIDDERS PRESENT:
At the time fixed for opening Bids, Bid contents will be made public for the information of Bidders and others properly interested, who may be present either in person or by representation.

14. AWARD OR REJECTION OF BIDS:
The Contract will be awarded to the lowest responsible Bidder, complying with the conditions of the Invitation for Bids, provided his Bid is reasonable and in the best interest of the Owner for acceptance. The Bidder to whom the award is made will be notified at the earliest possible date. The Owner, however, reserves the right to reject any and all Bids and to waive any informality in Bids received whenever such rejection or waiver is in the best interest of the Owner. The Owner also reserves the right to reject the Bidder who has previously failed to perform properly or complete projects on time; to complete Contracts of a similar nature; or a Bidder who is not, in the judgment of the Owner, in a position to perform the Contract.

15. PRE-QUALIFICATION OF BIDDERS:
The bidder must not be disqualified from bidding on ALDOT projects at the time of the Pre-Bid Conference. Any contractor that desires to bid as a prime contractor must possess a Municipal & Utility (MU) **Major Classification** or a Highways & Streets (HS) **Major Classification** per Section 230-X-.27 of the State of Alabama Licensing Board for General Contractors Administrative Code.

16. ISSUANCE OF PROPOSAL FORMS:
The Owner reserves the right to refuse to issue a proposal form to a prospective bidder, should such bidder be in default for any of the following reasons:

a. Failure to comply with any pre-qualification regulations of the Owner, if such regulations are cited, or otherwise included, in the proposal as a requirement for bidding.
b. Failure to pay, or satisfactorily settle, all bills due for labor and materials on former contracts in force (with the owner) at the time the owner issues the proposal to the prospective bidder.
c. Contractor default under previous contracts with the owner.
d. Unsatisfactory work of any nature, or failure to meet schedule on previous contracts with the Owner.
e. Uncompleted work or work behind schedule, which, in the opinion of the owner, might hinder or prevent prompt completion of this work.
f. Lack of competent workmen and equipment to perform at least 50% of the required work with contractor's own forces and equipment.

17. BIDDERS INTERESTED IN MORE THAN ONE BID:

If more than one Bid is offered by any one party, by, or in the name of his clerk, partner, a corporation in which he has a substantial interest, in which he is an officer, or other person, all such Bids may be rejected. A party who has quoted prices on materials to a Bidder is not disqualified from quoting prices to other Bidders or from submitting a Bid directly for the materials or work. The City of Mobile reserves the right to determine, in its discretion, whether any Bidder has violated the provisions of this clause.

18. ERRORS IN BID:

Bidders or their authorized agents are expected to examine the maps, drawings, specifications and all other documents pertaining to the work, which will be open to their inspection. Failure to do so will be at the Bidder's own risk; the Bidder cannot secure relief on the plea of error in the Bid. In case of error in the extenuation of prices, the unit price will govern.

Should any Bidder observe any ambiguity, discrepancy, omission, or error in the Drawings or any Contract Document, or be in doubt as to the intention and meaning thereof, he should at once report such to the Engineer and request clarification, in writing, with a copy of his request to the City.

Clarification will be made only by written Addenda sent to all prospective bidders. Neither the Engineer nor the City Engineer will be responsible, in any manner, for verbal instructions made prior to the award of the Contract.

Should conflict occur in or between Drawings and Specifications, a Bidder will be deemed to have estimated on the more expensive way of doing the work involved; unless, prior to submission of the proposal, the bidder requested and obtained the Engineer's written decision indicating the preferred method, materials, or equipment.

19. CONTRACT AND BOND:

The Bidder to whom award is made, must, when requested, enter into Contract on the standard form as set out herein, with satisfactory security in the amount required, within the period specified, within ten (10) working days after the required forms are presented to him for signature.

20. COLLUSION:

If there is any reason for believing that collusion exists among the Bidders, any or all Proposals may be rejected, and those participating in such collusion may be barred from submitting Bids on the same or other work with the City.

21. SUBLETTING OR ASSIGNING OF CONTRACT:

(a) **Limitations:** The Contractor shall not sublet, assign, transfer, convey, sell or otherwise dispose of any portion of the Contract, his right, title or interest therein, or his power to execute such Contract, to any person, firm, or corporation without written consent of the City; such consent shall not be construed to relieve the Contractor of any responsibility for the fulfillment of the Contract. Unless otherwise stipulated in the proposal or special provisions, the Contractor shall perform with his own organization, and with the assistance of

workmen under his immediate supervision, and reported on his payroll, all Contract work of a value not less than fifty percent (50%) of the total Contract amount. Any items designated in the Contract as "Specialty Items", so performed by Subcontract may be deducted from the total Contract amount before computing the amount of work required to be performed by the Contractor with his own organization.

(b) Subcontractor's Status: A Subcontractor shall be recognized only in the capacity of an employee or agent of the Contractor. The Contractor will be responsible to the City for the entire Subcontractor's work, including failures or omissions. The City Engineer may require a Subcontractor's removal, as in the case of a Contractor's employee.

22. PROSECUTION OF WORK:

(a) Notice of Intent: The Contractor shall give the City Engineer definite notice of his intention to start work at least seventy-two (72) hours in advance of beginning particular features of construction, such as driving piles, placing concrete, etc. Should the Contractor, with the consent of the Engineer, discontinue prosecution of the work, the Contractor shall give the City Engineer at least forty-eight (48) hours notice in writing before resuming operations.

(b) **General:** The Contractor shall prosecute the work continuously and diligently in the order and manner set out in his schedule as approved by the City Engineer. The Contractor shall provide sufficient material, labor, and equipment to ensure that the work will be completed in a satisfactory manner within the time specified in the Contract.

(c) Should the Contractor fail to maintain a satisfactory rate of progress, the City Engineer will direct additional forces and equipment to work on the project to ensure the project continues on schedule and maintain satisfactory progress.

(d) Should the Contractor fail to furnish sufficient satisfactory equipment and labor for maintaining the quality and progress of the work, the City Engineer may withhold all pay requests and estimates that are or may become due, until satisfactory quality and progress are maintained or the Contract may be annulled.

23. SCHEDULE OF CONSTRUCTION

(a) Once a Task Order has been approved, the CONTRACTOR will be given a Notice to Proceed by the CITY. Work will begin on each and every Task Order within ten (10) days of Notice to Proceed.

ITEM III
PROPOSAL

TO: Honorable Mayor
City of Mobile
Mobile, Alabama

Date 12/20/2023

The undersigned, as BIDDER, declares that he has carefully examined the Contract Documents for the construction of the Project, that he has satisfied himself as to the quantities involved, including materials and equipment, and types of work involved, including the fact that the description of the quantities of work and materials, as included herein, is brief and is intended only to indicate the general nature of the work and to identify the said quantities with the detailed requirements of the Contract Documents, and that this Proposal is made according to the provisions and under the terms of the Contract Documents, which are incorporated herein and made a part of this Proposal.

Project Name: City of Mobile Annual Storm Drain Maintenance
Project No: 2024-3005-07
Project Description: On-Call Storm Drain Maintenance
Major work items include: Storm Drain Maintenance

The Bidder further agrees to construct the improvements in accordance with the Task Order issued for the specified work.

The Bidder proposes and accepts the Articles of Agreement with the City of Mobile, Mobile, Alabama to furnish all necessary materials, equipment, tools, machinery, and means of transportation, and labor to complete the construction of the project.

All work performed under this contract shall be in accordance with the State of Alabama Highway Department Standard Specifications for Highway Construction, 2018 Edition, with all latest additions and modifications by the Engineering Department for the City of Mobile, or as amended herein.

The quantities for bid items listed on the proposal sheets are estimated quantities. Payment to the Contractor will be made only for the actual quantities of work performed and accepted on materials furnished in accordance with the contract. The scheduled quantities of work to be done and materials to be furnished may each be increased, decreased or omitted as herein provided.

No interpretations of the meaning of the plans, specifications or other bid documents will be made to any bidder orally. Any request for such interpretation should be in writing, addressed to City of Mobile, Engineering Department, P.O. Box 1827, Mobile, Alabama 36633. In order to receive consideration, the request must be received before 12:00 p.m. on December 15, 2023. Any such interpretation, any supplemental instructions will be mailed or delivered to all prospective bidders.

2024 City of Mobile Annual Storm Drain Maintenance

BASE BID

ITEM NO.	BID QTY	BID UNIT	DESCRIPTION	UNIT PRICE WRITTEN IN WORDS	BID UNIT PRICE	BID AMOUNT
206C010	25	SY	REMOVING CONCRETE DRIVEWAY (INCLUDING SAW CUTTING)	Seventy Three Dollars and Thirty Seven Cents	$73.37	$1,834.25
206C020	20	SY	REMOVING ASPHALT PAVEMENT (INCLUDING SAW CUTTING)	Seventy Three Dollars and Thirty Seven Cents	$73.37	$1,467.40
206D003	50	LF	REMOVING CONCRETE GUTTER/CURB (ALL TYPES)(INCLUDING SAW CUTTING)	Thirty Six Dollars and Sixty Eight Cents	$36.68	$1,834.00
206D005	50	LF	REMOVING PIPE 24" OR LESS DIAMETER	Sixty One Dollars and Eleven Cents	$61.11	$3,055.50
206D006	50	LF	REMOVING PIPE 27" -36" DIAMETER	Ninety One Dollars and Seventy One Cents	$91.71	$4,585.50
206E000	5	EA	REMOVING INLETS, PARTIAL TOP AND THROAT	One Thousand Six Hundred Fifty Dollars and Seventy Two Cents	$1,650.72	$8,253.60
210A000	30	CY	UNCLASSIFIED EXCAVATION (INCLUDING SAW CUTTING)	Seventy Seven Dollars and Two Cents	$77.02	$2,310.60
210D000	30	CY	BORROW EXCAVATION (LOOSE TRUCKBED MEASUREMENT) (A-2 OR BETTER)	Sixty Four Dollars and Thirty Three Cents	$64.33	$1,929.90
214A000	15	CY	STRUCTURE EXCATION (0' TO 6' DEPTH)	Nineteen Dollars and Sixteen Cents	$19.16	$287.40
260A000	24	CY	FLOWABLE FILL	Five Hundred Eighty One Dollars and Nine Cents	$581.09	$13,946.16
301A000	150	SY	CRUSHED AGGREGATE BASE COURSE, TYPE B, PLANT MIXED, 6" COMPACTED THICKNESS	Sixty Three Dollars and Twenty Four Cents	$63.24	$9,486.00
3058000	100	TON	57 STONE	One Hundred Sixteen Dollars and Fifteen Cents	$116.15	$11,615.00
429A002	50	TON	SUPERPAVE BITUMINOUS CONCRETE WEARING SURFACE LAYER, PATCHING OR LEVELING, 1/2" MAXIMUM AGGREGATE SIZE MIX, ESAL RANGE C/D	Three Hundred Fifty Eight Dollars and Sixty Five Cents	$358.65	$17,932.50
533A001	50	LF	15" STORM SEWER, RCP	One Hundred Seventeen Dollars and Thirty Eight Cents	$117.38	$5,869.00
533A002	50	LF	18" STORM SEWER	One Hundred Twenty One Dollars and Fifty Cents	$121.50	$6,075.00
533A003	50	LF	24" STORM SEWER	One Hundred Sixty One Dollars and Two Cents	$161.02	$8,051.00
533A004	50	LF	30" STORM SEWER	Two Hundred Twenty Eight Dollars and Forty Six Cents	$228.46	$11,423.00
533A005	50	LF	36" STORM SEWER	Three Hundred Eighteen Dollars and Forty Seven Cents	$318.47	$15,923.50
533A00	50	LF	48" STORM SEWER	Four Hundred Twenty Dollars and Three Cents	$420.03	$21,001.50
539A001	1400	LF	PIPELINE CLEANING - 12"-24"	Nine Dollars and Eighteen Cents	$9.18	$12,852.00
539A002	1500	LF	PIPELINE CLEANING - 27"-36"	Twelve Dollars and One Cent	$12.01	$18,015.00
539A003	100	LF	PIPELINE CLEANING - 42"-48"	Twenty Two Dollars and Sixty One Cents	$22.61	$2,261.00
539A010	1500	LF	PIPELINE VIDEOING - 12"-24"	Three Dollars and Fifty Three Cents	$3.53	$5,295.00

539A020	1200	LF	PIPELINE VIDEOING - 27"-36"	Four Dollars and Ninety Five Cents	$4.95	$5,940.00
539A030	100	LF	PIPELINE VIDEOING - 42"-48"	Eight Dollars and Forty Eight Cents	$8.48	$848.00
618B000	25	SY	CONCRETE DRIVEWAY (MATCH EXISTING)-INCLUDING REINFORCEMENT& SAW CUTTING	One Hundred Eighty Nine Dollars and Sixty Three Cents	$189.63	$4,740.75
620A000	10	CY	MINOR STRUCTURE CONCRETE	Two Thousand Forty Two Dollars and Ninety Six Cents	$2,042.96	$20,429.60
621A000	5	EA	JUNCTION BOX, PARTIAL (TOP)	Six Thousand Eight Hundred Fifty Nine Dollars and Ninety Cents	$6,859.90	$34,299.50
621C001	8	EA	INLET, TYPE S1 OR S3 (TWO WING) PARTIAL (TOP AND THROAT)	Six Thousand Sixty One Dollars and Fifty Three Cents	$6,061.53	$48,492.24
621C002	8	EA	INLET, TYPE S1 OR S3 (ONE WING) PARTIAL (TOP AND THROAT)	Five Thousand Five Hundred Ninety Five Dollars and Twenty Three Cents	$5,595.23	$44,761.84
621C003	4	EA	INLET, CITY C-INLET (NO WING) PARTIAL (TOP AND THROAT)	Five Thousand Five Hundred Ninety Five Dollars and Twenty Three Cents	$5,595.23	$22,380.92
623A000	50	LF	CONCRETE GUTTER (INCLUDING SAW CUTTING)	One Hundred Twenty Three Dollars and Eighty Three Cents	$123.83	$6,191.50
623C000	50	LF	COMBINATION CURB AND GUTTER (INCLUDING SAW CUTTING)	Ninety Nine Dollars and Seventeen Cents	$99.17	$4,958.50
645U-505	130	LF	12 INCH CURED IN PLACE LINER	One Hundred Thirty Four Dollars and Twenty Four Cents	$134.24	$17,451.20
645U-510	150	LF	15 INCH CURED IN PLACE LINER	One Hundred Sixty Nine Dollars and Fifty Seven Cents	$169.57	$25,435.50
645U-512	150	LF	18 INCH CURED IN PLACE LINER	Two Hundred Eleven Dollars and Ninety Six Cents	$211.96	$31,794.00
645U-515	400	LF	24 -27 INCH CURED IN PLACE LINER	Three Hundred Forty Six Dollars and Twenty Cents	$346.20	$138,480.00
645U-520	100	LF	30 INCH CURED IN PLACE LINER	Four Hundred Twenty Three Dollars and Ninety One Cents	$423.91	$42,391.00
645U-525	400	LF	36 INCH CURED IN PLACE LINER	Four Hundred Fifty Nine Dollars and Twenty Four Cents	$459.24	$183,696.00
650A000	25	CY	TOPSOIL	One Hundred Nineteen Dollars and Eighty Eight Cents	$119.88	$2,997.00
654A000	100	SY	SOLID SODDING (MATCH EXISTING)	Sixteen Dollars and Sixty Six Cents	$16.66	$1,666.00
740A1	5	DAY	FURNISHING, INSTALLING, AND IMPLEMENTING TRAFFIC CONTROL 2-LANES 25-35 MPH	Four Thousand Twenty Seven Dollars and Seventeen Cents	$4,027.17	$20,135.85
740A2	5	DAY	FURNISHING, INSTALLING, AND IMPLEMENTING TRAFFIC CONTROL OVER 35 MPH	Four Thousand Twenty Seven Dollars and Seventeen Cents	$4,027.17	$20,135.85
740A3	5	DAY	FURNISHING, INSTALLING, AND IMPLEMENTING TRAFFIC CONTROL OVER 3 LANES	Three Thousand Eight Hundred Eighty Five Dollars and Eighty Seven Cents	$3,885.87	$19,429.35
741C000	5	DAY	PORTABLE SEQUENTIAL ARROW CHEVRON SIGN UNIT	Two Thousand One Hundred Nineteen Dollars and Fifty Six Cents	$2,119.56	$10,597.80
745A000	50	HOUR	UNIFORMED POLICE OFFICER	Eighty Four Dollars and Seventy Eight Cents	$84.78	$4,239.00
999X-000	1	LS	WORK OF A SIMILAR NATURE UTILIZING BID ITEMS TO BE DETERMINED BY THE ENGINEER	Ten Thousand Dollars and Zero Cents per LUMP SUM	$10,000.00	$10,000.00
			TOTAL BASE BID	Nine Hundred Six Thousand Seven Hundred Ninety Five Dollars and Twenty One Cents	**$906,795.21**	

2024 City of Mobile Annual Storm Drain Maintenance

ALL ITEMS SHALL BE CONSIDERED IN-PLACE. PRICES SHALL INCLUDE MOBILIZATION, ALL LABOR, EQUIPMENT, MATERIALS, AND REMOVALS AS REQUIRED FOR CONSTRUCTION OF THE REQUIRED WORK

Base Bid

Total (All items listed in Proposal) $906,795.21

Written in words Nine Hundred Six Thousand Seven Hundred Ninety Five Dollars and Twenty One Cents

Number of working days to complete will be specified in each individual task order.

Signature of Bidder _____
(If a firm or individual)

Address of Bidder _____

_____

By _____

Signature of Bidder M'Elhenney Construction Co. LLC
(If a Corporation)

By _____
President
Josh M'Elhenney
Print

_____
Secretary
Josh M'Elhenney
Print

_____
Treasurer
Josh M'Elhenney
Print

Business Address PO Box 1409 Theodore AL 36590

Business Address PO Box 1409 Theodore AL 36590

Business Address PO Box 1409 Theodore AL 36590

(Corporate Seal)

ATTEST: _____
Secretary

Name of State under the Laws of which the Corporation was chartered:

AL-495555
State License Number

Corporate Seal

ITEM IV
BID BOND

KNOW ALL MEN BY THESE PRESENT:

That McElhenney Construction Company, LLC
(Name of Contractor)
3835 Gordon John Drive, Mobile, AL 36693
(Address)
as Principal, and Western Surety Company
(Name of Surety)
151 N. Franklin Street, Chicago, IL 60606
(Address)

as Surety, are held firmly bound unto the City of Mobile, a Political Subdivision of and Body Corporate in the State of Alabama as Obligee, in the full and just sum of five percent (5%) of amount bid (maximum amount of Bond is $10,000) lawful money of the United States, for the payment of which sum, well and truly to be 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 **City of Mobile Annual Storm Drain Maintenance, City of Mobile Project No. *2024-3005-07.***

The condition of this obligation is such that if the aforesaid Principal shall be awarded the contract the said Principal will, within the time required, enter into a formal contract and give a good and sufficient bond to secure the performance of the terms of and conditions of the Contract, then this obligation is to be void; otherwise, the Principal and the Surety will pay unto the Obligee the difference in money between the amount of the Contract as awarded and the amount of the proposal of the next lowest bidder, which amount shall not exceed $10,000. If no other bids are received, the full amount of the proposal guarantee shall be so retained or recovered as liquidated damages for such default.

Signed, Sealed and Delivered December 20, 2023 (Date)
McElhenney Construction Company, LLC
By: _____ (Contracting Firm)
Witness as to Principal By: _____ (SEAL)

Western Surety Company (Name of Surety)

COUNTERSIGNED: _____
Billie Jo Sanders, Attorney-in-Fact
Alabama Resident Agent By _____
Billie Jo Sanders

BIDS WILL NOT BE CONSIDERED UNLESS BID BOND IS SIGNED BY PRINCIPAL AND SURETY.

Western Surety Company

POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

Know All Men By These Presents, That WESTERN SURETY COMPANY, a South Dakota corporation, is a duly organized and existing corporation having its principal office in the City of Sioux Falls, and State of South Dakota, and that it does by virtue of the signature and seal herein affixed hereby make, constitute and appoint

Thomas J. Gentile, Billie Jo Sanders, Paul B Scott Jr., Renee Ellis, Milton A Kopf III, David J Durden, Joshua Price, Individually

of Montgomery, AL, its true and lawful Attorney(s)-in-Fact with full power and authority hereby conferred to sign, seal and execute for and on its behalf bonds, undertakings and other obligatory instruments of similar nature

- In Unlimited Amounts -

and to bind it thereby as fully and to the same extent as if such instruments were signed by a duly authorized officer of the corporation and all the acts of said Attorney, pursuant to the authority hereby given, are hereby ratified and confirmed.

This Power of Attorney is made and executed pursuant to and by authority of the Authorizing By-Laws and Resolutions printed at the bottom of this page, duly adopted, as indicated, by the shareholders of the corporation.

In Witness Whereof, WESTERN SURETY COMPANY has caused these presents to be signed by its Vice President and its corporate seal to be hereto affixed on this 9th day of November, 2023.

WESTERN SURETY COMPANY

Larry Kasten, Vice President

State of South Dakota }
County of Minnehaha } ss

On this 9th day of November, 2023, before me personally came Larry Kasten, to me known, who, being by me duly sworn, did depose and say: that he resides in the City of Sioux Falls, State of South Dakota; that he is a Vice President of WESTERN SURETY COMPANY described in and which executed the above instrument; that he knows the seal of said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed pursuant to authority given by the Board of Directors of said corporation and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said corporation.

My commission expires
March 2, 2026

M. BENT
NOTARY PUBLIC
SOUTH DAKOTA

M. Bent, Notary Public

CERTIFICATE

I, L. Nelson, Assistant Secretary of WESTERN SURETY COMPANY do hereby certify that the Power of Attorney hereinabove set forth is still in force, and further certify that the By-Law and Resolutions of the corporation printed below this certificate are still in force. In testimony whereof I have hereunto subscribed my name and affixed the seal of the said corporation this 20th day of December, 2023.

WESTERN SURETY COMPANY

L. Nelson, Assistant Secretary

Authorizing By-Laws and Resolutions

ADOPTED BY THE SHAREHOLDERS OF WESTERN SURETY COMPANY

This Power of Attorney is made and executed pursuant to and by authority of the following By-Law duly adopted by the shareholders of the Company.

Section 7. All bonds, policies, undertakings, Powers of Attorney, or other obligations of the corporation shall be executed in the corporate name of the Company by the President, Secretary, and Assistant Secretary, Treasurer, or any Vice President, or by such other officers as the Board of Directors may authorize. The President, any Vice President, Secretary, any Assistant Secretary, or the Treasurer may appoint Attorneys in Fact or agents who shall have authority to issue bonds, policies, or undertakings in the name of the Company. The corporate seal is not necessary for the validity of any bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation. The signature of any such officer and the corporate seal may be printed by facsimile.

This Power of Attorney is signed by Larry Kasten, Vice President, who has been authorized pursuant to the above Bylaw to execute power of attorneys on behalf of Western Surety Company.

This Power of Attorney may be signed by digital signature and sealed by a digital or otherwise electronic-formatted corporate seal under and by the authority of the following Resolution adopted by the Board of Directors of the Company by unanimous written consent dated the 27th day of April, 2022:

"RESOLVED: That it is in the best interest of the Company to periodically ratify and confirm any corporate documents signed by digital signatures and to ratify and confirm the use of a digital or otherwise electronic-formatted corporate seal, each to be considered the act and deed of the Company."

Go to www.cnasurety.com > Owner / Obligee Services > Validate Bond Coverage, if you want to verify bond authenticity.

Form F4280-6-2023

ITEM V
LABOR AND MATERIALS BOND

KNOW ALL MEN BY THESE PRESENT, that we McElhenney Construction Company, LLC 3835 Gordon John Drive, Mobile, AL 36693 as Principal and Western Surety Company 151 N. Franklin Street, Chicago, IL 60606 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 Nine Hundred Six Thousand, Seven Hundred Ninety Five & 21/100 Dollars ($ 906,795.21) lawful money of the United States, for the payment of which sum and truly to be made, we bind ourselves, our heirs, personal representatives, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, said Principal has entered into a certain Contract with said Obligee, dated _____, 20____(hereinafter called the Contract) for 2024 COM Storm Drain Maintenance Contract, Project No.2024-3005-07 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_____.

Individual Principals sign here

_____(SEAL)

In the presence of: _____(Print)

_____(SEAL)

_____ _____(Print)

_____(SEAL)

_____ _____(Print)

McElhenney Construction Company, LLC
(Corporate Name)

BY: _____
(Signature)

ATTEST: _____ Josh McElhenney
(Signature) (Print)

Robert McDonough (Print) ITS: President
ITS: P.M. (Title)

Western Surety Company
(Surety sign here) (Corporate name)

BY: _____
(Signature)

ATTEST: Billie Jo Sanders
(Print)

_____
(Signature) ITS: Attorney-in-Fact
(Title)

Connie Smith (Print)

ITS: Witness

Corporate Seal

ITEM VI
PERFORMANCE BOND

KNOW ALL MEN: That we McElhenney Construction Company, LLC
(Name of Contractor)
a Corporation, Partnership, or Individual (underline correct legal title of Contractor), hereinafter called the "Principal", and

Western Surety Company, 151 N. Franklin Street, Chicago, IL 60606
(Name and Address or legal title of one or more sureties)

hereinafter called the "Surety" or "Sureties", are held and firmly bound unto the Council of the City of Mobile, Alabama hereinafter called the "Owner", in the sum of Nine Hundred Six Thousand, Seven Hundred Ninety Five & 21/100 dollars ($ 906,795.21), for the payment whereof the Principal and the Surety or Sureties bond themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has, by means of a written agreement dated _____, 20__, entered into a Contract with the Owner for 2024 COM Storm Drain Maintenance Contract, Proj. #2024-3005-07 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)

McElhenney Construction Company, LLC
(Corporate Name)

BY: _____
(Signature)

Josh M'Elhenney
(Print)

ATTEST: _____
(Signature)

Robert McDonough (Print)

ITS: P.M.
(Title)

ITS: President
(Title)

Western Surety Company
(Surety sign here) (Corporate name)

BY: _____
(Signature)

Billie Jo Sanders
(Print)

ATTEST: _____
(Signature)

Connie Smith (Print)

ITS: Attorney-in-Fact
(Title)

ITS: Witness
(Title)

Corporate Seal

Western Surety Company

POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

Know All Men By These Presents, That WESTERN SURETY COMPANY, a South Dakota corporation, is a duly organized and existing corporation having its principal office in the City of Sioux Falls, and State of South Dakota, and that it does by virtue of the signature and seal herein affixed hereby make, constitute and appoint

Thomas J. Gentile, Billie Jo Sanders, Paul B Scott Jr., Renee Ellis, Milton A Kopf III, David J Durden, Joshua Price, Individually

of Montgomery, AL, its true and lawful Attorney(s)-in-Fact with full power and authority hereby conferred to sign, seal and execute for and on its behalf bonds, undertakings and other obligatory instruments of similar nature

- In Unlimited Amounts -

and to bind it thereby as fully and to the same extent as if such instruments were signed by a duly authorized officer of the corporation and all the acts of said Attorney, pursuant to the authority hereby given, are hereby ratified and confirmed.

This Power of Attorney is made and executed pursuant to and by authority of the Authorizing By-Laws and Resolutions printed at the bottom of this page, duly adopted, as indicated, by the shareholders of the corporation.

In Witness Whereof, WESTERN SURETY COMPANY has caused these presents to be signed by its Vice President and its corporate seal to be hereto affixed on this 9th day of November, 2023.

WESTERN SURETY COMPANY

Larry Kasten, Vice President

State of South Dakota
County of Minnehaha } ss

On this 9th day of November, 2023, before me personally came Larry Kasten, to me known, who, being by me duly sworn, did depose and say: that he resides in the City of Sioux Falls, State of South Dakota; that he is a Vice President of WESTERN SURETY COMPANY described in and which executed the above instrument; that he knows the seal of said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed pursuant to authority given by the Board of Directors of said corporation and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said corporation.

My commission expires
March 2, 2026

M. BENT NOTARY PUBLIC SOUTH DAKOTA

M. Bent, Notary Public

CERTIFICATE

I, L. Nelson, Assistant Secretary of WESTERN SURETY COMPANY do hereby certify that the Power of Attorney hereinabove set forth is still in force, and further certify that the By-Law and Resolutions of the corporation printed below this certificate are still in force. In testimony whereof I have hereunto subscribed my name and affixed the seal of the said corporation this day of

WESTERN SURETY COMPANY

L. Nelson, Assistant Secretary

Authorizing By-Laws and Resolutions

ADOPTED BY THE SHAREHOLDERS OF WESTERN SURETY COMPANY

This Power of Attorney is made and executed pursuant to and by authority of the following By-Law duly adopted by the shareholders of the Company.

Section 7. All bonds, policies, undertakings, Powers of Attorney, or other obligations of the corporation shall be executed in the corporate name of the Company by the President, Secretary, and Assistant Secretary, Treasurer, or any Vice President, or by such other officers as the Board of Directors may authorize. The President, any Vice President, Secretary, any Assistant Secretary, or the Treasurer may appoint Attorneys in Fact or agents who shall have authority to issue bonds, policies, or undertakings in the name of the Company. The corporate seal is not necessary for the validity of any bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation. The signature of any such officer and the corporate seal may be printed by facsimile.

This Power of Attorney is signed by Larry Kasten, Vice President, who has been authorized pursuant to the above Bylaw to execute power of attorneys on behalf of Western Surety Company.

This Power of Attorney may be signed by digital signature and sealed by a digital or otherwise electronic-formatted corporate seal under and by the authority of the following Resolution adopted by the Board of Directors of the Company by unanimous written consent dated the 27th day of April, 2022:

"RESOLVED: That it is in the best interest of the Company to periodically ratify and confirm any corporate documents signed by digital signatures and to ratify and confirm the use of a digital or otherwise electronic-formatted corporate seal, each to be considered the act and deed of the Company."

Go to www.cnasurety.com > Owner / Obligee Services > Validate Bond Coverage, if you want to verify bond authenticity.

Form F4280-6-2023

During the performance of this contract, the CONTRACTOR agrees as follows:

1. The CONTRACTOR will not discriminate against any employee or applicant for employment because of race, creed, color, or national origin. The CONTRACTOR will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, creed, color or national origin. Such shall include but not be limited to the following:

   Employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation, and selection for training, include apprenticeship. The CONTRACTOR agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting agency of the municipality setting forth the provisions of this nondiscrimination clause.

2. The CONTRACTOR will, in all solicitations or advertisements for employees placed by or on behalf of the CONTRACTOR, state that all qualifying applicants will receive consideration for employment without regard to race, creed, color, or national origin.

3. The CONTRACTOR will send to each labor union or representative of workers with which he has a collective bargaining agreement or other Contract or understanding, a notice to be provided by the municipal contracting agency, advising the labor union or workers' representative of the CONTRACTOR's commitments under this ordinance. Copies of the notice shall be posted in conspicuous places available to employees and applicants for employment.

4. In the event of the CONTRACTOR's non-compliance with the non-discrimination clauses of this Contract, this Contract may be canceled, terminated or suspended in whole or in part and the CONTRACTOR may be declared ineligible for further municipal contracts.

5. CONTRACTOR will include the provisions of this ordinance in every subcontract or purchase order unless exempted by written orders of the governing body of the City of Mobile so that provisions will be binding upon each subcontractor or vendor.

ITEM VII
INSURANCE

A. INDEMNIFICATION: CONTRACTOR shall indemnify, defend and hold harmless City and its officers, elected officials, agents, representatives, and employees in respect of any and all claims, injuries, losses, diminution in value, damages, liabilities, whether or not currently due, and related expenses (including without limitation, settlement costs and any legal or other expenses for investigating or defending any actions or threatened actions) arising from or in connection with CONTRACTOR'S performance under this agreement, including but not limited to, environmental laws, regulations, orders and decrees of whatever character or nature and damage or injury to persons or property.

B. Insurance: CONTRACTOR shall take out and maintain during the life of the contract the following:

Contractor shall name the City of Mobile as an additional insured.

1. Workers' Compensation/Employer's Liability:

a. Workers' Compensation insurance in the amounts required by all applicable laws, rules or regulations of the state of Alabama.

b. Employer's Liability with limits of not less than:

Bodily Injury by Accident	$1,000,000 each accident
Bodily Injury by Disease	$1,000,000 policy limit
Bodily Injury by Disease	$1,000,000 each employee

c. Borrowed Servant/Alternate Employer endorsement in favor of City of Mobile.

2. Comprehensive General Liability Insurance:

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

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

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

3. Automobile Liability Insurance:

a. Automobile Liability Insurance to cover any auto, including all owned, non-owned, and hired vehicles, with a $1,000,000 combined single limit of liability each accident for bodily injury and/or property damage.

4. Excess/Umbrella Liability Insurance

a. Providing following form coverage for Employer's Liability, Comprehensive General Liability, and Automobile Liability.

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

5. Certificate of Liability Insurance Endorsement Page

The policy endorsements listed below are required and must be listed in the "Descriptions of Operations" box on the Certificate of Liability Insurance or listed separately on an attachment to the certificate of insurance (ACORD 101, Additional Remarks Schedule).

a. Waiver of Subrogation - All policies of insurance shall be endorsed to waive rights of subrogation in favor of City of Mobile.

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

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

d. Notice of Cancellation - Certificates of Insurance shall provide that such insurance shall not be subject to cancellation, non-renewal nor material change without 30 days or more (except 10 days for non-payment) prior written notice thereof to the City of Mobile.

e. Certificates of Insurance - General – Within ten (10) calendar days from the date of issuance of Contract forms for execution, Contractor shall deliver to the City of Mobile, certificates of insurance (standard ACORD format) certifying the existence and limits of the insurance coverages along with separate policy endorsements as described above. Contractor shall also be responsible for delivering policy renewal certificates to the City of Mobile.

MCELCON-01 KOWENS

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 1/3/2024

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

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

PRODUCER	CONTACT NAME: Abby Foster	
PGIS, LLC dba Turner Insurance & Bonding Co. PO Drawer 230789 Montgomery, AL 36123	PHONE (A/C, No, Ext): (334) 386-3609	FAX (A/C, No): (334) 244-0350
	E-MAIL ADDRESS: afoster@turnerfirst.com	
	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A : Zurich American Insurance Co.	16535
INSURED	INSURER B : Scottsdale Insurance Co.	41297
McElhenney Construction Co., LLC P.O. Box 1409 Theodore, AL 36590	INSURER C : Transguard Insurance Company of America	28886
	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						EACH OCCURRENCE	$	1,000,000
	CLAIMS-MADE X OCCUR	X	X	GLO3538202-01	7/1/2023	7/1/2024	DAMAGE TO RENTED PREMISES (Ea occurrence)	$	100,000
	X XCU Included						MED EXP (Any one person)	$	10,000
	X Contractual Liab Inc						PERSONAL & ADV INJURY	$	1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$	2,000,000
	X POLICY X PRO-JECT LOC						PRODUCTS - COMP/OP AGG	$	2,000,000
	OTHER:						EBL Aggregate	$	1,000,000
A	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$	1,000,000
	X ANY AUTO						BODILY INJURY (Per person)	$	
	OWNED AUTOS ONLY / SCHEDULED AUTOS	X	X	BAP3538203-01	7/1/2023	7/1/2024	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	XLS2002325	7/1/2023	7/1/2024	AGGREGATE	$	5,000,000
	DED RETENTION $							$	
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						X PER STATUTE OTH-ER		
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N: N	N/A	X	WC3538201-01	7/1/2023	7/1/2024	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
C	Leased/Rented			IMP4001354-00	7/1/2023	7/1/2024	$2,500 Ded/Per Item		400,000
C	Sched. Equipment			IMP4001354-00	7/1/2023	7/1/2024	$2,500 deductible		

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
RE: 2024-3005-07 - 2024 City of Mobile Annual Storm Drain Maintenance

City of Mobile is named additional insured on a primary and noncontributory basis as respect General Liability, Automobile Liability, and Umbrella Liability where required by written contract. A waiver of subrogation applies in favor of City of Mobile as respect General Liability, Automobile Liability, Workers Compensation, and Umbrella Liability where required by written contract. Thirty (30) days written notice of cancellation applies where required by written contract.

CERTIFICATE HOLDER

City of Mobile
9th Floor South Tower
205 Government Street
Mobile, AL 36644

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

David J Foster

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ITEM VIII
SPECIAL PROVISIONS

1. Subletting or Assigning of Contract:

(a) Limitations: The Contractor shall not sublet, assign, transfer, convey, sell or otherwise dispose of any portion of the contract, his right, title or interest therein, or his power to execute such contract, to any person, firm or corporation without written consent of the City and such written consent shall not be construed to relieve the Contractor of any responsibility for the fulfillment of the contract. Unless otherwise stipulated in the proposal or special provisions, the Contractor shall perform with his own organization, and with the assistance of workmen under his immediate supervision and reported on his payroll, all contract work of a value not less than 50 percent of the total contract amount, except that any items designated in the contract as "Specialty Items" may be performed by subcontract, and the cost of any such "Specialty Items" so performed by subcontract may be deducted from the total contract amount before computing the amount of work required to be performed by the Contractor, with his own organization.

(b) Subcontractor's Status: A subcontractor shall be recognized only in the capacity of an employee or agent of the Contractor and the Contractor will be responsible to the City for all subcontractors' work, including failures or omissions; and his removal may be required by the City Engineer, as in the case of an employee.

2. The contractor shall not sublet the contract on any portion thereof without written permission from the City Engineer. If consent is given, the contractor will be permitted to sublet a portion of the work, but shall perform with his own organization, work amounting to not less than fifty (50%) percent of the total contract price. The performance of the contract may not be assigned.

3. The City Engineering Department reserves the right to disqualify or refuse to award the contract to a prospective bidder for the following reasons:

(a) Uncompleted work which, in the judgment of the City Engineering Department, might hinder or prevent the prompt completion of additional work if awarded.

(b) Failure to pay or satisfactorily settle all bills due to labor and material on former contracts in force at the time of issuance of proposals.

(c) Default, as defined in Article 108.12 of the Alabama Department of Transportation Standard Specifications for Highway Construction, 2018 Edition, with all latest additions and modifications of the Engineering Department for the City of Mobile under a previous contract, or unsatisfactory work of any nature on previous work. In addition to the above, disqualification for unsatisfactory progress of an on-going contract will be administered as outlined in Subarticle 108.04(c) Alabama Department of Transportation Standard Specifications for Highway Construction, 2018 Edition, with all latest additions and modifications of the Engineering Department for the City of Mobile. Disqualification applies to

bidding as a prime contractor or doing any subcontract work for a prime contractor.

(d) The Owner, reserves the right to reject any Bidder who has previously failed to perform properly or complete on time contracts of similar nature, or a bid of a bidder who is not, in the judgment of the Owner, in a position to perform the Contract.

4. The successful bidder shall make every reasonable effort to have at least fifteen (15%) percent of the total value of the contract performed by socially and economically disadvantaged individuals. A City of Mobile DBE Compliance Form must be submitted with the bid documents. Contractors will be required to submit a City of Mobile DBE Utilization Report with each invoice and with final closeout documents.

5. It is the intent to construct the within described work as shown on the plans and specifications prepared by the Engineering Department of the City of Mobile in accordance with the Alabama Department of Transportation Standard Specifications for Highway Construction, 2018 Edition, with all latest additions and modifications of the Engineering Department for the City of Mobile.

6. In said specifications, where the words State of Alabama, Governor, State, State Highway Department, Director, etc. appear substitute City of Mobile acting by and through its Mayor.

7. All insurance and bonds must be furnished by a Surety licensed to do business in the State of Alabama, signed or countersigned by a licensed Resident Agent of Alabama and have a minimum rating of A Class VI as reported in the latest issue of Best's Key Rating Guide Property and Casualty.

8. Payment for any work incidental to the completion of this contract, for which no item was set up, shall be absorbed in other bid items.

9. The City of Mobile reserves the right to add to or reduce quantities or delete any item or items in this contract without any adjustment in unit price. Additional items of work necessary for the completion of this contract may be added by Change Order.

10. Failure to complete the work in this contract within the time stipulated will result in a deduction for money due the contractor. Such liquidated damages will be assessed as provided for in Item 108 of the Alabama Department of Transportation Standard Specifications for Highway Construction, 2018 Edition, with all latest additions and modifications of the Engineering Department for the City of Mobile.

11. **The contractor shall provide maintenance for a period of one year from final payment receipt by Contractor. This maintenance work shall include furnishing all materials, labor, and incidentals necessary to maintain the project in acceptable condition as determined by the City Engineering Department. This maintenance for a one year period shall be provided with no additional compensation.**

12. The City of Mobile may retain a reputable laboratory to make all tests, inspections, etc. required by the Alabama Department of Transportation Standard Specifications for Highway Construction, 2018 Edition, with all latest additions and modifications of the Engineering Department for the City of Mobile at no cost to the contractor. The laboratory shall furnish copies of all test results to the City Engineer.

13. The successful bidder will be required to submit mix designs to comply with Item 429-A, based on the State of Alabama Highway Department Standard Specifications for Highway Construction, 2006 Edition, with all latest additions and modifications of the Engineering Department for the City of Mobile, to the City's Testing Lab for approval.

14. Any asphalt used on the project shall have an approved mix design and shall not contain shingles (RAS).

15. The Contractor shall have on the job site at all times, as his agent, a competent superintendent capable of reading and thoroughly understanding the plans and specifications and thoroughly experienced in the type of work being performed, who shall receive instructions from the City Engineer or his authorized representatives. The Superintendent shall have full authority to execute orders or directions of the City Engineer without delay and to promptly supply such materials, equipment, tools, labor and incidentals as may be required. Joint venture Contractors shall have one such superintendent for all ventures. Such superintendents shall be furnished irrespective of the amount of work sublet and shall have full authority over all subcontract work. The superintendent shall be required to have direct communication with the supplier in case of mechanical failure at the site or the plant.

16. The contractor shall take all necessary precautions for the protection of the work and safety and comfort of the general work. Such work shall comply with applicable spec sections of Items 104 and 107. There will be no compensation for this work.

17. The quantities shown on the proposal and plans are approximate. The Contractor will be paid only for the amount of each item to complete the project.

18. It will be the Contractor's responsibility to determine the exact location of all existing utilities, whether public or private, and make the necessary adjustments as required to construct the project. Prior to construction, the Contractor shall notify all utility companies to obtain information on locations, depths, etc. of their utilities. The utility companies, directed by the City Engineer unless provided for in this contract, shall undertake any relocation and/or adjustments of utilities. The Contractor shall cooperate with the utility companies and provide assistance in excavation for such adjustments and relocation work, if requested. This work will be paid for under the appropriate items of work for excavation and borrow.

    If any private utility line, including but not limited to irrigation lines, are encountered within the right-of-way, it is the Contractor's responsibility to make the necessary adjustments of said facilities and coordinate with the property owner or private company. Such adjustments are considered incidental to the project (no said pay item).

19. It shall be the Contractor's responsibility to determine if the required construction can be performed within the area provided and comply with requirements of the Occupational Safety and Health Regulations (OSHA) for construction projects of this type. Any safety measures or methods of construction that are necessary in the construction of this project to comply with these regulations are the Contractor's responsibility and shall be provided with all costs to be included in the various pay items of the contract (no direct payment).

20. If needed, the contractor shall be required to submit a plan for traffic control to the City Traffic Engineer for approval prior to beginning construction. Such plan shall include required signs, detour routes, barricades, lights, drums, cones, etc., to comply with Article 104.04 of the Alabama Department of Transportation Standard Specifications for Highway Construction, 2018 Edition, with all latest additions and modifications of the Engineering Department for the City of Mobile. There will be no direct compensation for said traffic control plan preparation and all required materials, signage, lights, hardware, drums, equipment, labor, handling and maintenance until the project is complete and any other incidentals necessary to complete the job, shall be subsidiary of Item No. 600A, Mobilization. The contractor shall restore all existing traffic mechanisms to original condition.

21. All equipment shall be in good mechanical working order. If not, the Project Inspector can require removal from the project.

22. The Contractor at no direct payment will support any utilities encountered during construction, requiring support. Contractor is responsible for securing and supporting all utilities located adjacent to or within the limits of excavation. The cost associated with this work will be a subsidiary obligation of clearing & grubbing (no direct payment).

23. Maintenance roads, haul roads, laydown yards, staging areas, and detours constructed for the Contractor's use and convenience, shall be constructed at the Contract's expense, and shall be absorbed in other bid items. All construction entrances to the site of work shall have aggregate surfacing placed over filter fabric for a minimum of fifty (50) linear feet from the adjacent connecting roadway, by an appropriate width, in an effort to minimize the transportation of sediment onto existing roadways. All areas shall be restored to their preconstruction condition after project completion. Any damage to the asphalt wearing surface beyond or within the limits of construction, as determined by the Engineer or Owner, shall be repaired at no cost to the Owner. Any traffic control required to complete such repairs shall be in accordance with Federal MUTCD manual, Latest Edition and at no cost to the Owner.

24. Any damage caused by the Contractor or his subcontractors to the existing bituminous asphalt surface and/or base structure on local streets leading to or associated with this project shall be repaired by the Contractor at no cost to the owner.

25. It shall be the responsibility of the contractor to provide a substantial stand of grass at the time of the Final Inspection. Any sod that is not living and/or viable in the opinion of the Engineer shall be replaced at no additional cost to the project.

26. Contactor shall remove and dispose of all waste and unsuitable material, from the project site. The Contractor will be held responsible for disposal of debris and construction materials in an appropriate manner and at an approved, permitted location. The Contractor will be responsible for compliance with applicable laws or ordinances regarding material type and disposal site. **Disposal of construction materials and debris is specified in Subarticles 206.4(c) and 201.03(d) of the Standard Specifications.**

The Contractor will submit a plan for the disposal of construction materials, indicating proposed disposal location, type of debris and quantity of material. City Engineering staff will monitor the disposal of construction materials for compliance with applicable laws and ordinances. There will be no additional compensation for disposing of such material off the project site.

27. All salvageable material from the project shall be stored on the project at locations designated by the City Engineer. Any material not wanted by the City of Mobile shall be the property of the Contractor and removed from the project. There will be no direct payment for removing and storing the salvageable materials, nor removing unwanted materials from the project.

28. Existing excavated material suitable for use as backfill, embankments, etc. shall be used on the project at no direct payment. Additional material required and compaction of the additional fill material shall be paid for under Item 210-D and Section 306.03 of the Standard Specifications.

29. Existing topsoil material suitable for use on the project shall be stockpiled and utilized at no direct payment. Additional topsoil required shall be paid for under Item 650-A, as designated in the Standard Specifications and will be measured by Truck Bed Measurement.

30. **All water and sanitary sewer work shall comply with the Mobile Area Water and Sewer System (MAWSS) Standard Specifications, latest edition. All MAWSS work, whether by prime or subcontractor, shall be accomplished by an experienced contractor, familiar with MAWSS construction and specifications. The Engineer may require the Contractor to provide necessary documentation explaining such experience before permission to accomplish work is granted.**

31. The project site shall be kept clean at all times. Loose dirt, materials, excavation, etc. shall be kept cleared from streets, walks, ditches, etc. The Owner reserves the right to demand that the Contractor's forces be diverted to clean up whenever conditions warrant such diversion. Diversion of Contractor's forces will not entitle the Contractor to any extension of time or additional compensation.

32. The contractor shall take whatever steps are necessary to ensure that dust is controlled during operations.

33. If provided in the Bid Schedule, accepted Concrete Combination Curb and Gutter, as designated in the Standard Specifications, will be measured in linear feet, complete, in

place, along the base of the curb face. Measurement for payment will not extend across driveways or inlets.

34. If provided in the Bid Schedule, mix design for Bituminous Concrete Wearing Surface, Item 429-A, shall be based on the Alabama Department of Transportation Standard Specifications for Highway Construction, 2006 edition. The successful bidder will be required to submit mix designs to comply with Item 429-A, based on the Alabama Department of Transportation Standard Specifications for Highway Construction, 2006 Edition, with all latest additions and modifications of the Engineering Department for the City of Mobile, to the City's Testing Lab for approval.

35. The Contractor, at no cost to the Owner, shall replace any existing survey monument or property corner that is damaged during construction.

36. Project Documentation: Prior to the start of construction, the **Contractor** shall document any features or items of interest or importance by the use of photography and/or videotapes. At least two (2) copies of video and/or photos shall be made. City Engineer shall retain one set. Prints and/or tapes shall be delivered to the City Engineer within one week after they are made.

37. Pipe is to be videoed before acceptance by the City of Mobile. No pay item provided. Cost is considered incidental to the Project.

38. It is the sole responsibility of the Contractor to protect his/her equipment. The owner or the engineer shall not entertain any claims by the Contractor due to any damage to his or her equipment or materials.

39. The Contractor shall notify property owners prior to construction. The Contractor shall provide documentation to the Engineer that this has been accomplished. Notifying property owners is considered incidental to the project.

40. The relocation of signs and mailboxes shall be considered a subsidiary obligation of the project.

41. Any damage to private property beyond the limits required to install the storm drain system, sidewalk, curbing, etc., as determined by the Engineer, shall be repaired at the Contractor's expense.

42. The Contractor shall use extreme caution when working in close proximity to existing houses or other structures. Any damage to the existing structures from the Contractor's negligence shall be repaired at the Contractor's expense. The Contractor shall be very cautious of existing landscaping items located within the project area and shall coordinate with property owners regarding landscaping items to be removed. Any damage to existing items not scheduled to be removed shall be replaced at the Contractor's expense.

43. All pipe joints shall be wrapped to City of Mobile specifications. Pipes shall not have lifting holes.

44. There shall be **NO** adjustment to fuel or asphalt index for this project.

45. The contractor shall be responsible for implementing and maintaining any and all necessary environmental control measures in accordance with all Local, State, and Federal laws and requirements. This includes protection from concrete surface preparations, erosion and sediment controls, as well as a result from any other construction related activities. There will be no direct payment for the materials, equipment, labor or other incidentals required to fulfill this requirement, shall be subsidiary of Item No. 600A, Mobilization.

46. The Contractor shall provide, install and maintain all temporary erosion control measures shown on the drawings. Wattles, hay bales, silt fences and other approved erosion control devices shall be installed by the Contractor and shall be maintained throughout the course of this project. Adjustments to the methods and types of erosion control will be necessary during the course of the construction, and it will be the responsibility of the Contractor to provide, install and maintain these as well. The Engineer shall approve methods of erosion control. It will be the responsibility of the Contractor to satisfy the City and himself that all Federal, State and Local Codes and Ordinances are abided by at all times during construction. Additionally, the Contractor shall implement any and all other Best Management Practices applicable per Federal, State, County and Municipal laws concerning water pollution.

47. The Contractor shall be responsible for implementing all erosion control BMPs on City construction projects and for all sediment within and leaving the construction site until the project is accepted by the City. Severe penalties will be imposed to ensure compliance.

48. All projects and construction sites shall be in accordance with the Clean Water Act; the Alabama Water Pollution Control Act; the current version of the Alabama Handbook for Erosion Control, Sediment Control and Stormwater Management on Construction Sites and Urban Areas; current version of the Mobile, Alabama City Code Chapter 17 Stormwater Management and Flood Control.

    Any fines, penalties, or judgments 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. The Contractor shall be required to have an 8 – 10 Ton Steel Wheel Roller that has all the mechanical parts working properly. In addition, a backup 8 – 10 Ton Steel Wheel roller in case of breakdown so as not to interrupt the continuous placing of asphalt. The tack truck shall, at all times during working hours, have the tack heated to a temperature suitable for placing. The spreader will be required to have all mechanical parts working properly. Mechanical parts are defined as hydraulics, tamper bars, burners, etc. A backup spreader shall be readily available so as not to interrupt the continuous placing of asphalt in case of breakdown.

50. Working hours on certain streets will be limited. All working times, closures, etc., will be coordinated with the City of Mobile Traffic Engineering Department.

51. Workmen shall wear reflectorized vests, shirts or jackets.

52. The Contractor shall not commence with milling, tacking, resurfacing, or striping until all vehicles are removed from the street.

53. At intersections, driveways, and all turnouts, the City Project Inspectors and/or its Engineer shall determine the limits to mill and resurface. The Contractor shall ensure that the asphalt surface meets the elevation at the gutter so as to facilitate drainage, sidewalk ramp construction, and ADA compliance.

54. Tack coat shall be emulsified asphalt grade CRS-2, CRS-2h, CSS-1, CSS-1h, CQS-1h, or CQS-1hp, or one of the Performance Graded Asphalt Binders shown in Article 804.07 in accordance with requirements of Section 405 of the State of Alabama Highway Department Standard Specifications for Highway Construction, 2018 Edition, with all latest additions and modifications of the Engineering Department for the City of Mobile.

55. Contractor shall use a mechanical broom with blower in operating condition for cleaning streets prior to tacking and resurfacing operations.

56. On some streets, a "ski pole" will be required to insure the correct grade on the street. This will be done at the discretion of the Project Inspector.

57. All temporary stop work joints shall be made using paper. At the beginning of the next work day the contractor shall make every effort to make a joint that will conform to the existing road surface.

58. Prior to resurfacing, the water and sewer manholes and valve covers will be raised by Mobile Area Water & Sewer System. The contractor will make every reasonable effort to make sure the manholes and water valves are exposed after resurfacing is completed.

59. All traffic control configurations shall be restored to their original patterns, unless otherwise directed by the Traffic Engineering Director.

60. All resurfaced streets shall require blue fire hydrant raised markers to be installed to help identify fire hydrant locations. Blue pavement markers are installed in the middle of the travel lane adjacent to a fire hydrant location. In cases where the fire hydrant is located at the corner of an intersecting street, a blue pavement marker is installed on both streets.

61. Reflective Hot tape or 3M-brand reflective roll tape may be allowed to be substituted for thermoplastic paint on Item 703-A. Traffic Engineering must approve any substitutions before use.

62. The Engineer will prepare an estimate once each month for work completed. The contractor will send the Engineer a copy of his estimate figures for the month. Contractors will be required to submit a City of Mobile DBE Utilization Report with each

invoice and with final closeout documents.

63. Tack coat shall be applied prior to placement of asphalt per ALDOT Section 405. There will be no direct payment for this work. It shall be absorbed in other items of work. Only trackless tack shall be allowed on this project.

64. Gutter cleaning will be a subsidiary obligation of 429-A1 Improved Bituminous Concrete Wearing Surface.

65. All permanent striping on the final surface that is required to be removed shall be removed by hydraulic means only or as directed by the Engineer.

ITEM IX
ARTICLES OF AGREEMENT

STATE OF ALABAMA)
COUNTY OF MOBILE)
CITY OF MOBILE)

(Executed in Quintuplicate)

(1) THIS AGREEMENT made and concluded this _____ day of _____, 20_____, by and between the CITY OF MOBILE, ALABAMA, by its Mayor duly authorized party of the first part, and McElheney Construction Co, LLC party of the second part.

WITNESSETH: That the said party of the second part has agreed and by these present does agree with the said party of the first part, for the consideration hereinafter mentioned and contained, and under the penalty expressed in a bond bearing even date with these presents and hereunto annexed, to furnish at their/his own proper cost and expense, all the necessary materials, equipment and labor, of every description and to carry out and complete in a good, firm and substantial manner the following:

Project Name: City of Mobile Annual Storm Drain Maintenance
Project No: 2024-3005-07
Project Description: Storm Drain Maintenance
Major work items include: Storm Drain Maintenance, pipe lining, storm drain cleaning and video

City of Mobile Project Number **2024-3005-07**, all complete in place with all appurtenances for the consideration of unit prices set forth in CONTRACTOR's Proposal (estimated to total $ 906,795.21) in strict accordance with this contract. The advertisement, proposal, special provisions, plans and specifications are all made a part of this agreement.

CITY:

(2) Wherever the word "CITY" is used, it shall refer to the City of Mobile, Alabama.

COUNCIL:

(3) Whenever the word "COUNCIL" is used in the Specifications, it shall refer to the governing body of the City of Mobile, Alabama, the party of the first part of the Agreement.

CONTRACT:

(4) Whenever the word "CONTRACT" is used it shall be held to mean the executed documents comprising the written agreement between the City of Mobile and the Contractor setting forth the obligations of the parties hereunder for the performance of the prescribed work. The Contract includes the invitation for bids, proposal, contract forms and contract bonds, standard specifications, supplemental specifications, special provisions, general and detailed plans, these Articles of Agreement, notice to proceed, and any change orders that are required to complete the construction of the work in an acceptable manner, including authorized extensions

thereof, and such other documents as by law or references are made a part thereof. all of which constitute one instrument.

CONTRACTOR:

(5) Whenever the word "CONTRACTOR" is used it shall be held to mean any individual, corporation, partnership, or other entity selected to perform any or all construction services. The contractor shall be eligible to bid Alabama Department of Transportation projects at the time of the prebid conference to be considered a valid bidder for this project.

CITY ENGINEER:

(6) Whenever the word "CITY ENGINEER" is used, it shall refer to the CITY ENGINEER for the City of Mobile or his appointed assistants.

ENGINEER:

(7) The engineering company assigned to perform engineering design and construction inspection services for this project. The engineering company so assigned to this project is **CITY ENGINEER.**

AUTHORITY OF THE CITY ENGINEER:

(8) The CITY ENGINEER will decide all questions which may arise as to the quality and acceptability of materials furnished and work performed and as to the rate of progress of the work; all questions which may arise as to the interpretation of the plans and specifications; all questions as to the acceptable fulfillment of the contract on the part of the CONTRACTOR.

The CITY ENGINEER shall have the authority to withhold further payment or to suspend the work wholly or in part due to failure of the CONTRACTOR to correct conditions unsafe for the workmen or the general public; failure to carry out provisions of the contract; failure to carry out orders; for such periods as he may deem necessary due to unsuitable weather; for conditions unsuitable for prosecution of the work; or for any other conditions or reason deemed to be in the public interest.

DUTIES OF THE CONTRACTOR:

(9) The work performed under this contract and agreement shall be in strict compliance with the "State of Alabama Highway Department Standard Specifications for Highway Construction", 2018 Edition, with all latest additions and modifications by the Engineering Department of the City of Mobile and with the plans on file in the office of the CITY ENGINEER or as noted herein.

ARBITRATOR:

(10) Both parties to this contract hereby agree that the CITY ENGINEER shall act as referee in all questions and disputes arising under the terms of this Contract between the parties thereto and that the decision of the CITY ENGINEER in all such cases shall be final.

STANDARD SPECIFICATIONS:

(11) Whenever the word "STANDARD SPECIFICATIONS" is used, it shall refer to State of Alabama Department of Transportation Standard Specifications for Highway Construction, 2018 edition, with all latest additions and modifications by the Engineering

Department of the City of Mobile, a copy of which is on file in the office of the CITY ENGINEER.

WAGE SCALE:

(12) The CONTRACTOR will be required to pay the prevailing wage rates for this district that are applicable to the trades engaged in the several different lines of work.

APPOINTMENT AND AUTHORITY OF INSPECTORS:

(13) The CITY ENGINEER may appoint such inspectors, assistants, or representatives as he deems necessary, and they shall be granted full access to the work and to the mills and factories in which material is being prepared for use under the contract.

Inspectors will be authorized to inspect all work done and materials furnished. Such inspection may extend to all or any part of the work and to the preparation, fabrication or manufacture of the materials to be used. The inspector will not be authorized to alter or waive the provisions of this contract. The inspector will not be authorized to issue instructions contrary to the plans and specifications, or to act as foreman for the CONTRACTOR; however, he shall have the authority to reject work or materials until any questions at issue can be referred to and decided by the CITY ENGINEER.

The CITY ENGINEER reserves the right to require replacement of any inspector considered to be unqualified for the work.

INSPECTION:

(14) Inspection and acceptance of materials and construction during the progress of the work shall not relieve the CONTRACTOR from any of the obligations assumed under this contract to furnish materials and to perform work strictly in accordance with its terms, and any work in accordance therewith (although overlooked and passed), shall be made good and inferior materials shall be removed and replaced with proper materials upon the demand of the CITY ENGINEER at any time prior to the completion of the work and its acceptance by the CITY ENGINEER.

INCOMPETENT EMPLOYEES TO BE DISCHARGED:

(15) If the work of any person employed by the CONTRACTOR should appear to the CITY ENGINEER to be incompetent or disorderly, he shall be immediately discharged upon the request of the CITY ENGINEER.

CHANGES AND EXTRA WORK PRECAUTIONS TO PREVENT ACCIDENT:

(16) Should the COUNCIL deem it proper or necessary in the execution of the work to make any alterations, which shall increase or diminish the quantities or the expense, such alterations or reductions shall not validate or annul the contract or agreement hereby entered into. The said COUNCIL shall determine the value of the work to be added or omitted; such value to be added to or to be deducted from the contract price as the case may be.

No claim whatever shall be made by the CONTRACTOR for extra materials or work, or for a greater amount of money than is herein stipulated to be paid, unless some changes in or additions to said work requiring additional outlay by the CONTRACTOR shall first have been ordered, in writing, by the said COUNCIL on application of the CITY ENGINEER. Said

writing will be attached to the contract for the making of said improvements, stating that such work is not included in the contract, what the extras are and that such are necessary for the proper completion of the work, or for the security of the work previously done and the reason therefor.

RESPONSIBILITY FOR ACCIDENTS:

(17) The CONTRACTOR covenants to and shall defend, hold harmless, indemnify and exonerate the CITY and any of its officers, directors and employees of and from any and all claims, demands, liability, losses, damages, suits and/or judgments, whether frivolous or otherwise of any character, arising out of, or connected with, the work covered by this contract, regardless of how it may be caused. The CONTRACTOR shall be responsible for providing the City of Mobile and any of its officers, directors, and employees a defense and paying all costs of defending it and investigating said claims, including attorney's fees and expenses.

WORK TO BE PROSECUTED AS DIRECTED:

(18) All work shall be done according to the direction of the CITY ENGINEER or his authorized assistant.

GENERAL COMPLIANCE WITH LAWS:

(19) The Contractor shall comply with the provisions of the labor laws, state laws and federal and local statutes, ordinances and regulations that are applicable to the performance of this Agreement, and procure all necessary licenses and permits.

SUSPENSION OF WORK:

(20) If, in the opinion of the CITY ENGINEER, during the progress of the work the conditions of the weather make it inexpedient or hazardous to proceed with the same, or if the public need seems to demand a temporary suspension, prosecution of the project shall cease for such a period as the CITY ENGINEER may direct in writing. No allowance will be made to the CONTRACTOR for damages alleged to have been sustained on account of such suspension of the work. The period of such cessation shall be determined and recorded by the CITY ENGINEER and shall be added to the time herein specified for the completion of the work. It is further agreed that in case of any legal obstruction or injunction affecting the prosecution of the work, such delay shall extend the time of completion of such part or parts of the work as obstructed and delayed for the length of time the obstruction continued and no longer. No damages shall be claimed or allowed the CONTRACTOR by reason of such unavoidable delay.

DELAYS:

(21) Delay in completion or the acceptance of any portion of the work shall not be deemed or construed as a waiver of any of the rights of the CITY under this contract, or to prevent the abrogation of this contract on account of the violations of its terms or the enforcement and collection of any just claim for loss or damage sustained by the CITY by reason thereof. Should delay arise by reason of the neglect or inability of the CONTRACTOR to prosecute the work or to furnish materials to the extent that, in the opinion of the CITY ENGINEER, it becomes necessary to ensure the completion within the limit of time specified to this contract, the CITY ENGINEER shall serve a warning to the CONTRACTOR requiring him to provide the means or material to insure the completion of work. Should such warning be disregarded to the extent that unnecessary and unreasonable delay is likely, in the opinion of the CITY ENGINEER, to ensue, the CITY ENGINEER shall notify the COUNCIL of such fact.

Should said COUNCIL so elect, the CITY may complete the contract using for such purpose all materials and tools found upon the work site and belonging to the CONTRACTOR. The COUNCIL shall assess the cost of such work against the sum, which would have been due under this contract.

TASKORDERS:

(22) The amount of work to be performed pursuant to the Contract will be more specifically identified in Task Orders to be issued by the City. Each Task Order will include various line items of work as described herein. Each Task Order may include additional instructions regarding the work requested thereunder. Each Task Order shall be considered part of the Contract Documents and shall be incorporated herein upon issuance of the Task Order by the City. The Contractor will be given a Notice to Proceed for each Task Order issued. No amount of work is guaranteed to be issued through Task Orders.

Each Task Order shall contain an identification of the project ("Project"), description of the work to be completed, compensation to be paid to CONTRACTOR for the performance of the Services ("Compensation"), and a proposed schedule for the performance ("Project Schedule") for the Services.

Upon mutual agreement of the parties, the Task Order shall be finalized and executed by the parties. The effective date of the task order will be as set forth in the individual Task Order.

Changes to the Task Order shall be made in writing and signed by both parties, in accordance with Article 7 herein.

Once a Task Order has been approved, the CONTRACTOR will be given a Notice to Proceed.

COMMENCEMENT AND COMPLETION:

(23) The work shall commence within ten (10) days from the date specified in a Notice to Proceed Order to be issued to the Contractor by the Council, or its authorized representative, and shall be completed within the number of working days indicated in the Task Order, following the commencement date stipulated in said Notice to Proceed Order. In the event the Contractor should fail to complete the work within the time specified herein, the Contractor shall pay the Council, as liquidated damages, the amount specified in Section 108 of the Standard Specifications for each working day beyond the required date of completion.

TERM:

(24) The term of the Contract shall be one year from the effective date of execution of the Contract. This agreement may be terminated pursuant to this Agreement. Nothing in this agreement grants exclusive rights to the CONTRACTOR to perform the type of work described in the Contract Documents for the City. This contract may be renewed, under the existing terms, conditions, and unit prices, at the discretion of the CITY ENGINEER, and by written agreement with the CONTRACTOR, contingent upon the obligation of additional funds for similar work, for one or two additional one year periods.

In the event of the expiration or partial termination of this Agreement, CONTRACTOR shall, unless otherwise directed by City, complete its performance of any outstanding Task Orders then pending in accordance with the terms and conditions of such Task Order(s) as may be further

amended and this Agreement. In such case, the specifications, terms and conditions of the Task Order(s) and this Agreement shall be deemed to have survived the expiration of this Agreement with respect to such Task Order(s) until such time as the Task Order(s) are completed.

If the City deems necessary to complete the project, an extension of time may be granted by a change order as shown in Attachment B.

ESTIMATE:

(25) In making partial payments to the CONTRACTOR, the CITY shall retain no more than five percent (5%) of the estimated amount of work done, the value of materials stored on the site (if applicable), and the value of materials suitably stored and insured off-site (if applicable). Following fifty percent (50%) completion, no further retainage shall be withheld. Each payment request must be accompanied by the DBE Utilization Report.

FINAL ESTIMATE:

(26) Upon the final completion of the work according to the terms of these Articles of Agreement, the Engineer shall inspect all work and materials not previously accepted and returned, and shall render to the City Engineer and the Contractor a semi-final estimate of all work performed and materials furnished. A FINAL estimate, containing only the retainage due to the CONTRACTOR, shall then be prepared by the ENGINEER and rendered to the CITY and CONTRACTOR. Upon receipt of the Engineer's certification of project completion, the City Engineer shall inspect the work and, if satisfactory, shall pay or cause to be paid to the Contractor the final estimate, under the terms of these Articles of Agreement.

Prior to issuance of the FINAL ESTIMATE, the Contractor shall furnish, to the Engineer, the following documents:

- The Contractor must publicly advertise the Notice of Completion a minimum of once a week for four consecutive weeks and submit proof of advertising publication, original form with notary seal, as required by Section 39-2-12 of the 1975 Code of Alabama.
- The Contractor must execute copies of Contractor's Affidavit of Payment of Claims and Debts.
- The Contractor must have his/her surety execute copies of Consent of Surety to Final Payment.
- The Contractor must furnish a letter on his letterhead acknowledging that acceptance of final payment by the Contractor constitutes a waiver of all claims, present or future, in connection with this project.
- The Contractor must furnish a written guarantee on his letterhead covering all defects in material and workmanship for a period of one (1) year commencing on the date of final acceptance.
- The Contractor must provide a Maintenance Agreement for the grassing for up to one (1) year from the date of final acceptance.
- The Contractor must provide a City of Mobile DBE Utilization Report summarizing DBE participation to include the name of the DBE firm, address, telephone number and amount paid. If there was no DBE participation on the project, this report must summarize the reasons why and document any attempts made to secure DBE participation.

Upon successful completion of these documents, payment of the FINAL ESTIMATE shall be made to the Contractor.

CHANGE ORDERS:

(27) City may, from time to time, request modifications or changes in the Services or Deliverables described in the Task Order. To the extent that the Services or Deliverables to be performed by CONTRACTOR have been affected by such change properly approved, Contractor's Compensation and Project Schedule shall be equitably adjusted. All changes shall be set forth in a written Change Order in the form of Attachment B, incorporated herein by reference, and executed by both parties.

E-VERIFY:

(28) By signing this contract, the contracting parties affirm, for the duration of the agreement, that they will not violate Federal Immigration Law or knowingly employ, hire for employment, or continue to employ an unauthorized alien within the State of Alabama. Furthermore, a contracting party found to be in violation of this provision shall be deemed in breach of the agreement and shall be responsible for all damages resulting therefrom.

The CONTRACTOR shall insure that all subcontractors under his employment for this project shall participate in the e-verify program. The CONTRACTOR shall be responsible for having each subcontractor sign the enclosed e-verify form. Any subcontractor found to be in violation of this provision shall cause the CONTRACTOR to be in breach of the agreement and the CONTRACTOR shall be responsible for all damages resulting therefrom.

SOURCE OF FUNDS FOR PAYMENT:

(29) The source of funds for payment by City under this contract is **C0844**. Said funds are / are not on hand at the time of the execution of this contract.

PROHIBITION OF BOYCOTTING:

(30) By signing this contract, the Contractor represents and agrees that it is not currently engaged in, nor will it engage in, any boycott of a person or entity based in or doing business with a jurisdiction with which the State of Alabama can enjoy open trade.

ANTI-DISCRIMINATION CLAUSE:

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

GOVERNING LAW AND VENUE:

(32) This Agreement shall be governed by the laws of the State of Alabama, and the appropriate venue for any actions arising out of this Agreement shall be a court of proper jurisdiction in Mobile, Alabama.

E-BUILDER:

(33) The City utilizes e-Builder as its project management system. E-Builder is a secure data collection site: https://app.e-builder.net. Firms, including CONTRACTORS, shall use e-Builder as an essential component to project management with the City of Mobile.

TERMINATION:

(34) City may terminate all or part of this Agreement for City's convenience by providing thirty (30) days written notice to CONTRACTOR. In such event, CONTRACTOR will be entitled to Compensation for the Services completely and satisfactorily performed up to the effective date of termination.

NOTICE:

(35) Any notice or communication required or permitted by this Agreement shall be deemed sufficiently given if in writing and when delivered personally or 48 hours after deposit with a receipted commercial courier service or the U.S. Postal Service as registered or certified mail, postage prepaid, and addressed as follows:

CITY
City Engineering
City of Mobile
205 Government Street
P. O. Box 1827
Mobile, Alabama 36633-1827

Attn: John Forrester, P.E.,

or to such other address as the party to whom notice is to be given has furnished to the other party(ies) in the manner provided above.

SURVIVAL OF CONTRACT TERMINATION:

(36) The Articles relating to Indemnification, Data Rights, Governing Law and Venue shall survive completion of the Services, payment in full of the Compensation and termination of this Agreement.

MISCELLANEOUS:

Governing Law: The validity, construction and performance of this Agreement and all disputes between the parties arising out of this Agreement or as to any matters related to but not covered by this Agreement shall be governed by the laws, without regard to the laws as to choice or conflict of laws, of the State of Alabama.

Assignment: Neither this Agreement nor any rights under this Agreement may be assigned by any party, without the prior written consent of the other party.

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

Parties in Interest: Nothing in this Agreement, expressed or implied, is intended to confer on any person or entity other than the parties any right or remedy under or by reason of this Agreement.

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

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

Venue, Jurisdiction and Process: The parties agree that any suit, claim, or other action or proceeding relating to or arising out of this Agreement or any Task Order, including without limitation for the interpretation, performance, enforcement or breach of this Agreement or any Task Order, shall be instituted only in the Circuit Court for Mobile County, Alabama, and each party irrevocably submits to the jurisdiction of such proceeding and waives any and all objections to jurisdiction or venue that it may have under the laws of any state or otherwise in such proceeding.

Severability: The invalidity or unenforceability of any particular provision of this Agreement shall not affect the other provisions, and this Agreement shall be construed in all respects as if any invalid or unenforceable provision were omitted.

Preparation of Agreement: All provisions of this Agreement have been subject to full and careful review by and negotiation between CONTRACTOR and City. Each such party has availed itself of such legal advice and counsel as it, respectively, has deemed appropriate. The parties hereto agree that neither one of them shall be deemed to be the drafter or author of this Agreement, and in the event this Agreement is subject to interpretation or construction by a court of law or panel of arbitration, such court or panel shall not construe this Agreement or any portion hereof against either party as the drafter of this Agreement.

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

SIGNATURE:

IN WITNESS WHEREOF, the parties to these presents have hereunto set their hand and seal the day and year first above written; the City of Mobile by its Mayor acting under and by virtue of the authority in him vested and the CONTRACTOR by such duly authorized officers or individuals as may be required by law.

CITY OF MOBILE

BY: _____

ITS MAYOR

William S. Stimpson (Print)

ATTEST:

BY: _____

CITY CLERK

Lisa C. Lambert

CONTRACTOR:

_____

AN INDIVIDUAL

WITNESSES:

_____ _____ (Print)

_____ (Print)

_____

CONTRACTOR: **(IF CORPORATION)**

M'Elhenney Construction LLC JRM (Print)

BY: _____

ITS PRESIDENT

Josh M'Elhenney (Print)

ATTEST:

_____

ITS SECRETARY

Robert McDonough (Print)

1/4/24

DATE

Corporate Seal

STATE OF ALABAMA }

COUNTY OF MOBILE }

I, the undersigned, Notary Public in and for said County in said State, hereby certify that Josh McElhenney, whose name is signed to the foregoing instrument in the capacity of President of McElhenney Construction Company LLC . and who is known to me, acknowledged before me on this day that, being informed of the contents of the instrument, he executed the same voluntarily on the day and date the same bears date.

Given under my hand and official seal of office this the 8 day of January, 2024.

Brandi Jackson

NOTARY PUBLIC My Commission Expires:



ITEM X
SUPPLEMENTAL SPECIFICATIONS

Alabama Department of Transportation Standard Specifications for Highway Construction, 2018 Edition, shall be amended as follows:

1. PARAGRAPH 105.06(b) *CONTRACTOR'S SUPERINTENDENCE AND SUPERVISION* SHALL BE **AMENDED TO INCLUDE** THE FOLLOWING:

   a. If requested by the ENGINEER, Contractor shall provide resume or other information necessary to ensure that project superintendent is experienced in drainage work and associated work items. At the request of the ENGINEER in writing with concurrence of the City of Mobile, Contractor shall immediately remove any superintendent or other employee whose lack of experience, conduct or inability to effectively communicate in the English language is detrimental to the project. Said removal shall not be cause for claim against ENGINEER, City of Mobile or their agents.

   b. In the event that additional engineering or construction administration effort is required due to personnel changes required in accordance with paragraph A or solely initiated by the Contractor, the ENGINEER shall be reimbursed by the contractor for such additional effort at the ENGINEER'S prevailing hourly rates.

      Engineer shall provide Contractor a minimum of 48 hours' notice prior to initiating additional effort charges, clearly stating the reasons for such charges and notifying the Contractor of necessary steps or corrective actions to avoid additional effort charges.

      Proper corrective action taken within 48 hours by the Contractor shall void additional engineering fee charges.

      No corrective action by the Contractor shall initiate additional engineering fees retro-active to date of contractor notification.

2. ITEM 108.01 *SUBLETTING AND ASSIGNMENT (a):* PARAGRAPH 1 *LIMITATIONS* SHALL BE **AMENDED TO INCLUDE** THE FOLLOWING:

   The ENGINEER reserves the right, with approval from the CITY ENGINEER, to disapprove or disqualify a Subcontractor that has exhibited or participated in fraudulent activities either as a prime Contractor or a Subcontractor under a previous contract administered by the ENGINEER. Furthermore; the ENGINEER may require a list of references from local Contractors, Project Engineers or Government Agents in order to verify past performances, capabilities and competency before acceptance of the Subcontractor is granted.

3. SECTION 109, SUB-SECTION 109.07 *PARTIAL PAYMENT* SHALL BE **REPLACED** WITH THE FOLLOWING:

Once each month the ENGINEER will make an appropriate estimate on the regulation form of the work or portion of the work completed and the value thereof based on the contract Unit Prices, or proportional part thereof for Lump Sum items, less retainage or any assessed liquidated damages or other designated deductions.

The payment of any monthly estimate for any portion of the work as provided in the Specifications shall in no way affect the obligation of the Contractor to complete the work in accordance with the contract. Payment of any monthly invoice will not be made until such time as all records and forms are completed and submitted.

No Payment for stored material will be included on the monthly estimates.

4. SECTION 210, PAY ITEM 210-A *UNCLASSIFIED EXCAVATION*: PAY ITEM 210-D *BORROW EXCAVATION, STRUCTURE FILL (A-2-4 OR BETTER)*: PAY ITEM 210-E *BORROW EXCAVATION STRUCTURE*, SUB-SECTION 210.09 METHOD OF MEASUREMENT SHALL BE **REPLACED** WITH THE FOLLOWING:

Unit of Measurement for all accepted Excavation shall be by the cubic yard truck bed measure. The accepted volume of Excavation shall be based on certified delivery tickets as determined by truck bed measure

6. ITEM 429-A277 *IMPROVED BITUMINOUS CONCRETE WEARING SURFACE LAYER PATCHING, 3/8" MAXIMUM AGGREGATE SIZE MIX, ESAL RANGE E (INCL. TACK COAT)* (ALDOT Standard Specifications for Highway Construction, 2018 Edition):

429.A277.01

Description

This section shall consist of a hot bituminous plant mixed pavement layer placed on a prepared surface in accordance with the Alabama Department of Transportation (ALDOT) Standard Specifications for Highway Construction 2006 edition. General requirements for all bituminous concrete pavements in section 410 are applicable to this section. QC/QA from section 106 applies to this section as well. This section shall include the surface preparation and use of tack coat as found in section 405 of the 2018 ALDOT Standard Specifications for Highway Construction.

429.A277.02

Materials

Materials shall conform to Section 410 and section 429.02 Materials of the 2006 ALDOT Standard Specifications for Highway Construction. Tack Coat Material shall conform to section 405 of the 2018 ALDOT Standard Specifications for Highway Construction.

429.A277.03

Basis of Payment
Improved Bituminous Concrete Wearing Surface Layer, will be paid for at the contract unit price, including the placement of tack coat, bid in accordance with Article 410.09 Payments shall be made per ton of completed in place Bituminous Concrete Wearing Surface Layer, Patching as prescribed in the 2006 ALDOT Standard Specifications for Highway Construction.

7. ITEM 618-D *HANDICAP RAMPS* (TYPE(S) A, B, C, D, E):

618.D.01

Description
This section shall include the work of furnishing, installing, and finishing as required, handicap ramps at locations as required in the plans or as directed by the ENGINEER

618.D.02

Materials
Materials shall conform to Section 618 of the 2018 ALDOT Standard Specifications for Highway Construction.

618.D.03

Basis of Payment
Payment will be based on the respective unit bid price for handicap ramps, complete-in-place according to plan details which shall be payment in full for hauling, preparation, placing, and maintenance as required and for all labor, equipment, tools, and incidentals necessary to complete this item. Truncated Domes required for handicap ramps shall be paid for separately under Pay Item No. 618-E and are not included in Pay Item 618-D.

8. ITEM 618-E *REGULAR AND MODIFIED TRUNCATED DOME INSERT FOR NEW OR EXISTING HANDICAP RAMPS*:

618.E.1

Description

This section shall include the work of furnishing, installing, cutting and anchoring Truncated Dome Inserts in new and existing handicap ramps.

618.E.2

Materials

Truncated Dome Inserts shall be Armor Tile ATR 2448 for New Construction or Armor-Tile ADA-S 2448 for existing construction. Color Colonial Red, Federal Color Number 20109, or approved equal, Truncated Domes shall be 24" wide x 48" in length and shall have a mechanism for anchoring insert into concrete that allows easy removal and replacement.

618.E.3

Basis of Payment
Payment will be based on the respective unit bid price and shall be payment in full for furnishing, installing, cutting or modification including all labor, equipment, tools and incidentals necessary to complete this item.

Where installation of multiple Truncated Domes require cutting, payment will be made for each complete Truncated Dome Insert used in the installation.

9. ITEM 623-B125 *HAULING FROM CITY STOCK PILE AND INSTALLATION OF GRANITE CURB (INCLUDING CUTTING AND FITTING):*

623.B125.1

Description
This section shall include the work of hauling, cutting and installing of granite curb from City stock pile.

623.B125.2

Basis of Payment
Payment will be based on the respective unit bid price and shalt be payment in full for hauling, installing, cutting or modification including all labor, equipment, tools and incidentals necessary to complete this item.

10. ITEM 623-B126 *REMOVAL AND REINSTALLATION OF GRANITE CURB (INCLUDING CUTTING AND FITTING):*

623.B126.1

Description
This section shall include the work of removing, stockpiling, reinstalling, cutting and fitting of granite curb.

623.B126.2

Basis of Payment

Payment will be based on the respective unit bid price and shall be payment in full for removing, stockpiling, reinstalling, cutting or modification including all labor, equipment, tools and incidentals necessary to complete this item.

11. ITEM 623-B127 *REMOVAL AND REINSTALLATION OF SLATE TILES*:

623.B127.1

Description
This section shall include the work of removing, stockpiling, reinstalling of slate tiles.

623.B127.2

Basis of Payment
Payment will be based on the respective unit bid price and shall be payment in full for removing, stockpiling, reinstalling, grouting, cutting or modification including all labor, equipment, tools and incidentals necessary to complete this item.

12. SECTION 650. PAY ITEM 650-A *TOPSOIL*: SUB-SECTION 650.04 *METHOD OF MEASUREMENT* SHALL BE **REPLACED** WITH THE FOLLOWING:

Unit of Measurement for all accepted TOPSOIL shall be by the cubic yard truck bed measure. The accepted volume of TOPSOIL shall be based on certified delivery tickets as determined by truck bed measure.

13. ITEM 654-A *SOLID SODDING*:

654.A.1

Description
This pay item shall include all labor, tools, equipment and materials necessary to provide, on the project site, solid sodding. It is the responsibility of the Contractor to determine the type of sod present and replace in kind.

654.A.2

Basis of Payment
Payment will be based on the respective unit bid price for solid sodding, complete-in-place, which shall be payment in full for furnishing the individual solid sodding, for hauling, preparation, placing, and maintenance (incl. watering) of the solid sodding and for all labor, equipment, tools and incidentals necessary to complete this item.

14. ITEM 659-A EROSION CONTROL NETTING

Description
This pay item shall include the furnishing, laying, and maintaining an approved protective netting material over seeded, sprigged or sodded areas as directed by the Engineer. The Contractor may select North American Green S150 Erosion Control Blanket or an equivalent.

15. ITEM 740-A. *TRAFFIC CONTROL:*

740 A.1

Description
This section shall include the work of furnishing, installing, relocating, re-installing and maintaining Construction Signs, Drums, Cones and Weights as required to maintain traffic and to provide a safe work zone, including sign post and portable supports as necessary.
740 A.2

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

740 A.3

Basis of Payment
Payment will be based on the respective unit bid price and shall be paid in full for all labor, materials, equipment, tools, transporting, installing, removal, re-installing and all incidentals necessary to complete this item.

ATTACHMENT "A"

TASK ORDER

TASK ORDER NUMBER:_____

Contract No. _____
Project No. _____

This Task Order is made this the ___ day of _____, 20__, by and between The City of Mobile ("City") and _____ ("Contractor") pursuant to the terms and conditions set forth in the Contract executed between the parties on the ___ day of _____, 20__, ("Agreement"), which incorporated this Task Order by reference.

1. The Engineer Project Number for this Task Order is _____. The Engineering Project Number shall be referenced in each invoice/estimate submitted by Contractor to City under this Task Order.

2. The work to be performed by Contractor, the Project Schedule, Deliverables, and the Compensation to be paid to Contractor for the performance of the work described under this Task Order is set forth in the executed Contract/Agreement that has been accepted by the City and incorporated herein by reference. A Scope of Services checklist and/or project plans may be included with this task if required.

3. The number of working days to complete this task order will be _____.

CITY	CONTRACTOR
_____	_____
Signature	Signature (SEAL)
_____	_____
Name (Printed or Typed)	Name (Printed or Typed)
_____	_____
Date_____	Date_____

ATTACHMENT "B"

CHANGE ORDER

CHANGE ORDER

Contract No. _____
Project No. _____
Change Order No. _____
Effective Date _____

In accordance with Article 7 of the Contract dated _____, 20__ ("Agreement") between the City of Mobile ("City") and _____ ("Contractor"), this Change Order modifies the Agreement as follows:

1. Change in Services: _____
_____
_____
_____
_____.

2. Change in time of Performance (attach schedule if appropriate):_____
_____.

3. Change in Engineer's Compensation:_____
_____.

All other terms and conditions remain unchanged.

CITY	**CONTRACTOR**
_____	_____
Signature	Signature (SEAL)
_____	_____
Name (Printed or Typed)	Name (Printed or Typed)
_____	_____
Date	Date

ATTACHMENT "C"

CONTRACTORS INSURANCE CERTIFICATES

MCELCON-01 KOWENS

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 1/3/2024

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

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

PRODUCER
PGIS, LLC dba Turner Insurance & Bonding Co.
PO Drawer 230789
Montgomery, AL 36123

CONTACT NAME: Abby Foster
PHONE (A/C, No, Ext): (334) 386-3609 FAX (A/C, No): (334) 244-0350
E-MAIL ADDRESS: afoster@turnerfirst.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Zurich American Insurance Co.	16535
INSURER B : Scottsdale Insurance Co.	41297
INSURER C : Transguard Insurance Company of America	28886
INSURER D :	
INSURER E :	
INSURER F :	

INSURED
McElhenney Construction Co., LLC
P.O. Box 1409
Theodore, AL 36590

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	GLO3538202-01	7/1/2023	7/1/2024	DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 100,000
	X XCU Included						MED EXP (Any one person)	$ 10,000
	X Contractual Liab Inc						PERSONAL & ADV INJURY	$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$ 2,000,000
	X POLICY X PRO-JECT LOC						PRODUCTS - COMP/OP AGG	$ 2,000,000
	OTHER:						EBL Aggregate	$ 1,000,000
A	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
	X ANY AUTO	X	X	BAP3538203-01	7/1/2023	7/1/2024	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	XLS2002325	7/1/2023	7/1/2024	AGGREGATE	$ 5,000,000
	DED RETENTION $							$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						X PER STATUTE OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N: N	N/A	X	WC3538201-01	7/1/2023	7/1/2024	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
C	Leased/Rented			IMP4001354-00	7/1/2023	7/1/2024	$2,500 Ded/Per Item	400,000
C	Sched. Equipment			IMP4001354-00	7/1/2023	7/1/2024	$2,500 deductible	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
RE: 2024-3005-07 - 2024 City of Mobile Annual Storm Drain Maintenance

City of Mobile is named additional insured on a primary and noncontributory basis as respect General Liability, Automobile Liability, and Umbrella Liability where required by written contract. A waiver of subrogation applies in favor of City of Mobile as respect General Liability, Automobile Liability, Workers Compensation, and Umbrella Liability where required by written contract. Thirty (30) days written notice of cancellation applies where required by written contract.

CERTIFICATE HOLDER

City of Mobile
9th Floor South Tower
205 Government Street
Mobile, AL 36644

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

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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						PER STATUTE OTH-ER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y / N / N/A						E.L. EACH ACCIDENT $
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE $
							E.L. DISEASE - POLICY LIMIT $

SAMPLE

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

Project Name:
Project Number: 20xx-3006-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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ATTACHMENT "D"

SUBCONTRACTING PLAN, E-VERIFY AFFIDAVIT, AND DBE UTILIZATION REPORT

City of Mobile
Office of Supplier Diversity

REQUEST FOR WAIVER OF DISADVANTAGED BUSINESS ENTERPRISE (DBE) GOAL

Bid/RFP/P.O./Solicitation/Other# 2024-3005-07 Current Date 1/5/24

Project Description City of Mobile Annual Storm Drain Maintenance

By City of Mobile Department/ Division/ Office/Unattached Board

I hereby request that the DBE participation goal, pursuant to Ordinance of the City Charter and Policy, be waived on the above-referenced project for the following reason(s):
Please attached any supporting documentation.

Waiver requested due to the nature of the work. This is an annual maintenance contract for repair services that will be executed by task order only. Some tasks are specialized and require use of subcontractors that a limited amount of contractors qualify to perform that work.

Nick Amberger
Requested By (Department Director)

(Signature) (JF) City Engineer (Title) 1/5/2024 (Date)

251-208-7426
Telephone Number

nick.amberger@cityofmobile.org
Email Address

Reviewed By (Office of Supplier Diversity)

(Signature) (Title) 1/11/2024 (Date)

Approved By (CAO)

CITY OF MOBILE
Subcontracting and Major Supplier Plan

Contact Office of Supplier Diversity for questions on completing this form.
Valerie Aldridge valdridge@cityofmobile.org
251.208.7767
205 Government Street, 5th Floor

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

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

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

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

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

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

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

CITY OF MOBILE

Subcontracting and Major Supplier Plan

Contact Office of Supplier Diversity for questions on completing this form.
Via email: Alicia.Quezada@cityofmobile.org
251.208.7067
205 Government Street, 5th Floor

FORM 1: Background and Plan

Section I. Information about your company

Company	McElhenney Construction Company, LLC
Address	3835 Gordon John Drive, Mobile, AL 36693
Telephone	251-973-0030
E-Mail	drew@mcelhenneyconst.com

RFP/RFQ Solicitation Number	2024-3005-07
Project Description	City of Mobile Annual Storm Drain Maintenance
Is your company a DBE company?	Yes ☐ No ☒
Work force demographics	Male 32 Female 5 Minority 18 Non-minority 19 SDVO ____ Total #of Employees 37

Subcontractor/Major Supplier Plan submitted by:

Printed Name: Drew Windham

Signature: Drew Windham Date: 12/20/2023

Title: PM

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: Drew Windham Title: PM

Email: drew@mcelhenneyconst.com Phone: 251-973-0030

CITY OF MOBILE

Subcontracting and Major Supplier Plan

Contact Office of Supplier Diversity for questions on completing this form.
Vanessa.Nichols@cityofmobile.org
251.208.7569
205 Government Street, 5th Floor

FORM 1: Background and Plan (Cont'd

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

Please Print Company: McElhenney Construction Your Bid/Proposal Amount $: 906,795.21 Date: 12/20/2023

_____ / _____ / _____ Description: City of Mobile Annual Storm Drain Maintenance

Name of Bidder/Proposer: McElhenney Construction Company, LLC

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?	Office Verification Only
C & H Construction		Traffic Control	$56,000.00	6.2%	No	
Suncoast Infrastructure		Pipe Lining	$342,850.00	37.8%	No	

CITY OF MOBILE
Subcontracting and Major Supplier Plan

Form 2: Good Faith Effort Documentation

Name of Bidder: McElhenney Construction Company, LLC

Contact Person: Drew Windham Phone: 251-973-0030 Email: drew@mcelhenneyconst.com

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

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

CITY OF MOBILE
Subcontracting and Major Supplier Plan

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

CONTRACT RECORDS:
The bidder/proposer has maintained the following records for each DBE that has bid on the subcontracting opportunity:
1. Name, address, email address and telephone number
2. A description of information provided by the bidder/proposer or subcontractor, and
3. A statement of whether an agreement was reached, and if not, why not, including any reasons for concluding that the DBE was unqualified to perform the job.

Section 2(B)

✓ There are not ways to break out 15% of the value of this contract for subcontractors / suppliers. Provide further detail in 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. _____

_____

_____

CITY OF MOBILE

DBE Compliance
DBE UTILIZATION REPORT

Return to Office of Supplier Diversity
Via email: archungus.kidd@cityofmobile.org
or
P.O. Box 1948
Mobile, AL 36633

CONTRACTOR:	Certified DBE: YES NO	Contract Start Date:
DESCRIPTION:		Estimated Completion Date:

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

JAN FEB MARCH APR MAY JUNE JULY AUG SEPT OCT NOV DEC FINAL _____

Original Contract Amount	Total Amount of Contract Changes (change orders or amendments)	Final Contract Amount (include contract changes)	Payments to Date from City of Mobile	OFFICE USE ONLY (verification)
$	$	$	$	

Instructions: List all DBEs utilized on the contract, whether or not the firms were originally listed for DBE goal credit. List actual amount paid to each DBE firm. If the established Percentage is not being met, please include a narrative description of the progress being made in DBE participation.

DBE SUBCONTRACTOR	DBE DESCRIPTION OF WORK	DBE SUBCONTRACT AMOUNT	DBE PAYMENTS THIS REPORT	PAYMENTS TO DATE	OFFICE USE ONLY (verification)
		$	$	$	
		$	$	$	
		$	$	$	
		$	$	$	
TOTALS		$	$	$	

I HEREBY CERTIFY THAT THE INFORMATION CONTAINED HEREIN IS TRUE AND CORRECT. SUPPORTING DOCUMENTATION IS ON FILE AND IS AVAILABLE FOR INSPECTION BY CITY OF MOBILE OFFICE OF SUPPLIER DIVERSITY PERSONNEL AT ANY TIME.

PRINT NAME: _____

SIGNATURE: _____ _____ __/__/__
(Title) (Date)

STATE OF ALABAMA
COUNTY OF MOBILE

AFFIDAVIT OF VENDOR / CONTRACTOR

Before me, a Notary public, personally appeared Josh McElhenney (Affiant) who, being duly sworn says as follows:

President/CEO of McElhenney Construction Co. LLC.

As a condition for the award of a contract by the City of Mobile to a business entity or employer that employs one or more employees, I hereby attest that in my capacity as President for McElhenney Construction Co. LLC. that said employer shall not knowingly employ, hire for employment, or continue to employ an unauthorized alien.

By signing this contract, the contracting parties affirm, for the duration of the agreement, that they will not violate Federal Immigration Law or knowingly employ, hire for employment, or continue to employ an unauthorized alien within the State of Alabama. Furthermore, a contracting party found to be in violation of this provision shall be deemed in breach of the agreement and shall be responsible for all damages resulting therefrom.

I further attest that said McElhenney Construction Co. LLC. is enrolled in the E-Verify program. The Company ID Number in the E-Verify program is as follows: 709831.

CEO of McElhenney Construction Co. LLC.

Sworn to and subscribed before me this the 20th day of December, 2023

I certify that the affiant is known to me to be the identical party he or she claims to be.

Signature and Seal of Notary Public

Ellen Reese Coombs
Notary Public
Alabama State at Large
My Commission Expires 01/17/2024

E-Verify

Company ID Number: 709831

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 McElhenney Construction Company, LLC (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

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).

4. SSA agrees to provide a means of automated verification that is designed (in conjunction with DHS's automated system if necessary) to provide confirmation or tentative nonconfirmation of U.S. citizens' employment eligibility within 3 Federal Government work days of the initial inquiry.

5. SSA agrees to provide a means of secondary verification (including updating SSA records as may be necessary) for employees who contest SSA tentative nonconfirmations that is designed to provide final confirmation or nonconfirmation of U.S. citizens' employment eligibility and accuracy of SSA records for both citizens and non-citizens within 10 Federal Government work days of the date of referral to SSA, unless SSA determines that more than 10 days may be necessary. In such cases, SSA will provide additional verification instructions.

B. RESPONSIBILITIES OF DHS

1. After SSA verifies the accuracy of SSA records for employees through E-Verify, DHS agrees to provide the Employer access to selected data from DHS's database to enable the Employer to conduct, to the extent authorized by this MOU:

- Automated verification checks on employees by electronic means, and
- Photo verification checks (when available) on employees.

2. DHS agrees to provide to the Employer appropriate assistance with operational problems that may arise during the Employer's participation in the E-Verify program. 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 make available to the Employer at the E-Verify Web site and on the E-Verify Web browser, instructional materials on E-Verify policies, procedures and requirements for both SSA and DHS, including restrictions on the use of E-Verify. DHS agrees to provide training materials on E-Verify.

4. DHS agrees to provide to the Employer a notice, which indicates the Employer's participation in the E-Verify program. 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.

5. DHS agrees to issue the Employer a user identification number and password that permits the Employer to verify information provided by employees with DHS's database.

6. DHS agrees to safeguard the information provided to DHS by the Employer, and to limit access to such information to individuals responsible for the verification of employees' employment eligibility and for evaluation of the E-Verify program, 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 Immigration and

Company ID Number: 709831

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

and written information. The employer will use the photocopy to verify the photo and to assist DHS with its review of photo non-matches that are contested by employees. Note that employees retain the right to present any List A, or List B and List C, documentation to complete the Form I-9. DHS may in the future designate other documents that activate the photo screening tool.

6. The Employer understands that participation in E-Verify does not exempt the Employer from the 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, except for the following modified requirements applicable by reason of the Employer's participation in E-Verify: (1) identity documents must have photos, as described in paragraph 5 above; (2) a rebuttable presumption is established that the Employer has not violated section 274A(a)(1)(A) of the Immigration and Nationality Act (INA) with respect to the hiring of any individual if it obtains confirmation of the identity and employment eligibility of the individual in good faith compliance with the terms and conditions of E-Verify; (3) the Employer must notify DHS if it continues to employ any employee after receiving a final nonconfirmation, and 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) the Employer is subject to a rebuttable presumption that it has knowingly employed an unauthorized alien in violation of section 274A(a)(1)(A) if the Employer continues to employ an employee after receiving a final nonconfirmation; and (5) no person or entity participating in E-Verify is civilly or criminally liable under any law for any action taken in good faith based on information provided through the confirmation system. DHS reserves the right to conduct Form I-9 and E-Verify system compliance inspections during the course of E-Verify, as well as to conduct any other enforcement activity authorized by law.

7. The Employer agrees to initiate E-Verify verification procedures for new employees within 3 Employer business days after each employee has been hired (but after the Form I-9 has been completed), and to complete as many (but only as many) steps of the E-Verify process as are necessary according to the E-Verify User Manual, or in the case of Federal contractors with the FAR E-Verify clause, the E-Verify User Manual for Federal Contractors. The Employer is prohibited from initiating verification procedures before the employee has been hired and the Form I-9 completed. If the automated system to be queried is temporarily unavailable, the 3-day time period is 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. Employers may initiate verification by notating the Form I-9 in circumstances where the employee has applied for a Social Security Number (SSN) from the SSA and is waiting to receive the SSN, provided that the Employer performs an E-Verify employment verification query using the employee's SSN as soon as the SSN becomes available.

8. The Employer agrees not to use E-Verify procedures for pre-employment screening of job applicants, in support of any unlawful employment practice, or for any other use not authorized by this MOU. Employers must use E-Verify for all new employees, unless an Employer is a Federal contractor that qualifies for the exceptions described in Article II.D.1.c. Except as provided in Article II.D, the Employer will not verify selectively and will not verify employees hired before the effective date of this MOU. The Employer understands that if the Employer 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-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).

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12. 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.

13. The Employer agrees that it will use the information it receives from SSA or DHS pursuant to E-Verify and this MOU 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 acknowledges that the information which 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)), and that 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.

15. The Employer agrees to cooperate with DHS and SSA in their compliance monitoring and evaluation of E-Verify, including by permitting DHS and SSA, 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 timely and accurate manner to DHS requests for information relating to their participation in E-Verify.

D. RESPONSIBILITIES OF FEDERAL CONTRACTORS WITH THE FAR E-VERIFY CLAUSE

1. The Employer understands that if it is a subject to the employment verification terms in Subpart 22.18 of the FAR, it must verify the employment eligibility of any existing employee assigned to the contract and all new hires, as discussed in the Supplemental Guide for Federal Contractors. Once an employee has been verified through E-Verify by the Employer, the Employer may not reverify the employee through E-Verify.

a. Federal contractors with the FAR E-Verify clause agree to become familiar with and comply with the most recent versions of the E-Verify User Manual for Federal Contractors and the E-Verify Supplemental Guide for Federal Contractors.

b. Federal contractors with the FAR E-Verify clause agree to complete a tutorial for Federal contractors with the FAR E-Verify clause.

c. Federal contractors with the FAR E-Verify clause not enrolled at the time of contract award: An Employer that is not enrolled in E-Verify at the time of a contract award must enroll as a Federal contractor with the FAR E-Verify clause in E-Verify within 30 calendar days of contract award and, within 90 days of enrollment, begin to use E-Verify to initiate verification of employment eligibility of new hires of the Employer who are working in the United States, 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 Article II.C.5, the employee's work authorization has not expired, and 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 stated basis in section 1 of the Form I-9 for work authorization has not changed (including, but not limited to, a lawful permanent resident alien having become a naturalized U.S. citizen). If the Employer is unable to determine that the Form



I-9 complies with Article II.C.5, if the employee's basis for work authorization as attested in section 1 has expired or changed, or if the Form I-9 contains no SSN or is otherwise incomplete, the Employer shall complete a new I-9 consistent with Article II.C.5, or update the previous I-9 to provide the necessary information. If section 1 of the 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 subsequent to completion of the Form I-9, the Employer shall not require the production of additional documentation, or use the photo screening tool described in Article II.C.5, subject to any additional or superseding instructions that may be provided on this subject in the Supplemental Guide for Federal Contractors. Nothing in this section shall be construed 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 with the FAR E-Verify clause.

2. The Employer understands that if it is a Federal contractor with the FAR E-Verify clause, 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.

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 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. The Employer will refer employees to SSA field offices only as directed by the automated system based on a tentative nonconfirmation, and only after the Employer records the case verification number, reviews the input to detect any transaction errors, and determines that the employee contests the tentative nonconfirmation. The Employer will transmit the Social Security Number to SSA for verification again if this review indicates a need to do so. The Employer will determine whether the employee contests the tentative nonconfirmation as soon as possible after the Employer receives it.

3. If the employee contests an SSA tentative nonconfirmation, the Employer will provide the employee with a system-generated referral letter and instruct the employee to visit an SSA office within 8 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. 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.

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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.

ARTICLE IV

SERVICE PROVISIONS

Company ID Number: 709831

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

PARTIES

A. This MOU is effective upon the signature of all parties, and shall continue in effect for as long as the SSA and DHS conduct the E-Verify program unless modified in writing by the mutual consent of all parties, or terminated by any party upon 30 days prior written notice to the others. Any and all system enhancements to the E-Verify program by DHS or SSA, including but not limited to the E-Verify checking against additional data sources and instituting new verification procedures, will be covered under this MOU and will not cause the need for a supplemental MOU that outlines these changes. DHS agrees to train employers on all changes made to E-Verify through the use of mandatory refresher tutorials and updates to the E-Verify User Manual, the E-Verify User Manual for Federal Contractors or the E-Verify Supplemental Guide for Federal Contractors. Even without changes to E-Verify, DHS reserves the right to require employers to take mandatory refresher tutorials. An Employer that is a Federal contractor with the FAR E-Verify clause may terminate this MOU when the Federal contract that requires its participation in E-Verify is terminated or completed. In such a circumstance, the Federal contractor with the FAR E-Verify clause must provide written notice to DHS. If an Employer that is a Federal contractor with the FAR E-Verify clause fails to provide such notice, that Employer will remain a participant in the E-Verify program, will remain bound by the terms of this MOU that apply to participants that are not Federal contractors with the FAR E-Verify clause, and will be required to use the E-Verify procedures to verify the employment eligibility of all newly hired employees.

B. Notwithstanding Article V, part A of this MOU, DHS may terminate this MOU 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 procedures or legal requirements. The Employer understands that if it is a Federal contractor with the FAR E-Verify clause, termination of this MOU by any party for any reason may negatively affect its performance of its contractual responsibilities.

C. 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 they may determine necessary. By separate agreement with DHS, SSA has agreed to perform its responsibilities as described in this MOU.

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

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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: 709831

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 McElhenney Construction Company, LLC	
Josh R McElhenney	
Name (Please Type or Print)	Title
Electronically Signed	09/10/2013
Signature	Date

Department of Homeland Security – Verification Division

USCIS Verification Division	
Name (Please Type or Print)	Title
Electronically Signed	09/10/2013
Signature	Date

Information Required for the E-Verify Program

Information relating to your Company:

Company Name:	McElhenney Construction Company, LLC
Company Facility Address:	3926 Harmony Ridge Circle East Semmes, AL 36575
Company Alternate Address:	PO Box 2548 Semmes, AL 36575
County or Parish:	MOBILE
Employer Identification Number:	320414294

E-Verify

Company ID Number: 709831

North American Industry Classification Systems Code:	237
Administrator:	
Number of Employees:	1 to 4
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: **Josh R McElhenney**
Telephone Number: **(251) 402 - 5794** Fax Number:
E-mail Address: **mcelhenneyj@gmail.com**

ATTACHMENT "E"

CERTIFICATIONS, AFFIDAVITS & PROJECT CLOSEOUT

CONSENT OF SURETY COMPANY TO FINAL PAYMENT

STATE OF: ALABAMA COUNTY OF: MOBILE

CITY OF MOBILE
CITY PROJECT NO. 2024-3005-07
City of Mobile Annual Storm Drain Maintenance

OWNER: CITY OF MOBILE, ALABAMA

CONTRACTOR: _____ SURETY: _____

_____ _____

In accordance with the provisions of the Contract between the Owner and the Contractor listed above,

the Surety Company, _____

on bond of Contractor, _____

hereby approved the final payment to the Contractor, and agrees that the final payment to the Contractor shall not relieve the Surety Company of any of its obligations to Owner, _____ THE CITY OF MOBILE, ALABAMA.

IN WITNESS WHEREOF, the Surety Company has hereinto set its hand and seal this

_____ day of _____, 20_____.

_____
Surety Company

_____

_____ _____
Witness Signature of Authorized Agent

_____ Title_____

CONTRACTOR'S AFFIDAVIT OF PAYMENT OF CLAIMS & DEBTS

PROJECT: CITY OF MOBILE
CITY PROJECT NO. 2024-3005-07
City of Mobile Annual Storm Drain Maintenance

OWNER: CITY OF MOBILE, ALABAMA

CONTRACTOR: _____

State of: _____
County of: _____

The undersigned hereby certifies that, except as listed below, he has paid in full or otherwise satisfied all obligations for all materials and equipment furnished, for all work, labor and services performed, and for all known indebtedness and claims against the Contractor for damages arising in any manner in connection with the performance of the contract referenced above for which the owner or his property might in any way be held responsible.

EXCETION: (If none, write none)_____
_____
_____
_____
_____

Contractor: _____

Subscribed and sworn to before me this

_____ day of _____, 20___.

By: _____

Title: _____

Notary Public: _____

My Commission Expires: _____

CITY OF MOBILE

CONTRACTOR'S CLOSEOUT REQUIREMENTS

The Contractor shall execute the following requirements as follows:

1. The Contractor must publicly advertise the NOTICE OF COMPLETION furnished by Engineer a minimum of once a week for four (4) consecutive weeks.

2. The Contractor must execute copies of CONTRACTOR'S AFFIDAVIT OF PAYMENT OF CLAIMS AND DEBTS on the form furnished by the Engineer.

3. The contractor must have his surety execute copies of CONSENT OF SURETY TO FINAL PAYMENT on the form furnished by the Engineer.

4. The Contractor must furnish a letter on his letterhead acknowledging that acceptance of final payment by the Contractor constitutes a waiver of all claims, present or future, in connection with this project.

5. The Contractor must furnish a written guarantee on his letterhead covering all defects in material and workmanship for a period of one (1) year from final payment receipt by Contractor.

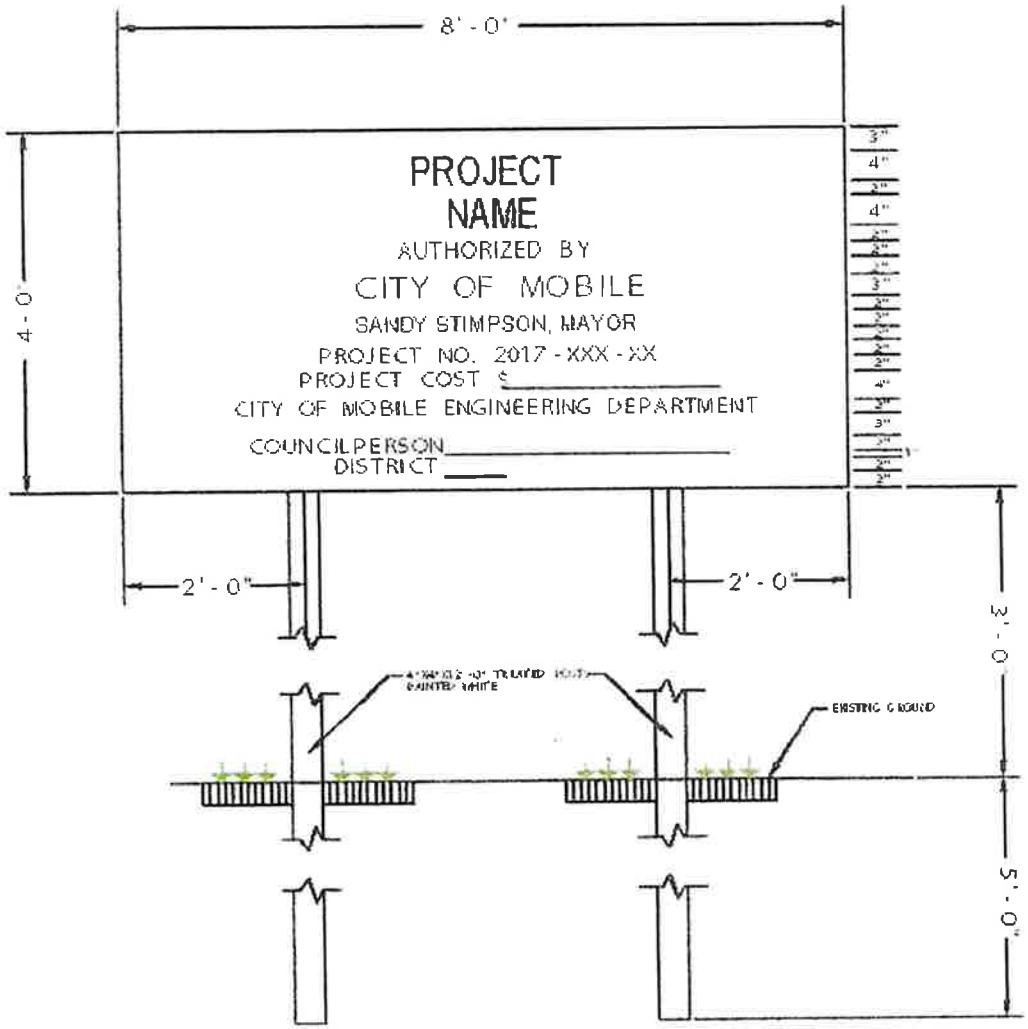
6. Contractor must provide a Maintenance Agreement for the grassing for a period of one (1) year from final payment receipt by Contractor.

7. The Contractor must provide a DBE Utilization Report summarizing the DBE participation to include name of DBE firm, address, telephone number, and amount paid.

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

ATTACHMENT "F"

SIGN DETAILS



PROJECT SIGN DETAIL

1) Sign shall be constructed of 3/4"exterior grade plywood painted with 2 coats exterior semi gloss white enamel and lettered with exterior black enamel

2) Sign to be placed at location directed by the Engineer

3) Sign to be freshly painted and maintained in good condition until completion of project and then removed from the site

4) Project cost shall be neatly painted on original sign and not on a board nailed to the sign.

ATTACHMENT "G"

TAX EXEMPTION

REGULATORY REQUIREMENTS AND TAX EXEMPTIONS:

A. DESCRIPTION OF REQUIREMENTS

1. This project is being bid EXCLUDING TAXES and requires the Contractor to comply with applicable 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: 12/20/2023

Name of Project: City of Mobile Annual Storm Drain Maintenance
Project Number: 2024-3005-07

SALES TAX ACCOUNTING

Pursuant to Act 2021-372, the Contractor accounts for the sales tax NOT included in the bid proposal form as follows:

	ESTIMATED SALES TAX AMOUNT
BASE BID ITEMS:	$ 5,923.70
ADDITIVE ALTERNATE #1:	$

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 McElhenney Construction Company, LLC

Mailing Address P.O. Box 1409 Theodore, AL 36590

***By (Legal Signature)** Drew Wilder

*Name (type or print) Drew Wilder (Seal)

*Title Project Manager

Telephone Number 251-973-0030

STATE OF ALABAMA

BID LIMIT: U

AMOUNT: UNLIMITED

LICENSE NO.: 49555

TYPE: RENEWAL

State Licensing Board for General Contractors

THIS IS TO CERTIFY THAT

MCELHENNEY CONSTRUCTION COMPANY LLC

THEODORE, AL 36590

is hereby licensed a General Contractor in the State of Alabama and is authorized to perform the following type(s) of work:

D: DEMOLITION, H/RR-S: BRIDGES, H/RR-S: CONCRETE, HS: HIGHWAYS AND STREETS, MU: MUNICIPAL AND UTILITY

until **April 30, 2024** when this Certificate expires.

Witness our hands and seal of the Board, dated Montgomery, Ala.,

20th day of **April, 2023**

193298

Michael B. Tew — SECRETARY-TREASURER

CHAIRMAN

E-Verify

E-VERIFY IS A SERVICE OF DHS AND SSA

Company ID Number: 709831

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 McElhenney Construction Company, LLC (Employer). The purpose of this agreement is to set forth terms and conditions which the Employer will follow while participating in E-Verify.

E-Verify is a program that electronically confirms an employee's eligibility to work in the United States after completion of Form I-9, Employment Eligibility Verification (Form I-9). This Memorandum of Understanding (MOU) explains certain features of the E-Verify program and describes specific responsibilities of the Employer, the Social Security Administration (SSA), and DHS.

Authority for the E-Verify program is found in Title IV, Subtitle A, of the Illegal Immigration Reform and Immigrant Responsibility Act of 1996 (IIRIRA), Pub. L. 104-208, 110 Stat. 3009, as amended (8 U.S.C. § 1324a note). The Federal Acquisition Regulation (FAR) Subpart 22.18, "Employment Eligibility Verification" and Executive Order 12989, as amended, provide authority for Federal contractors and subcontractors (Federal contractor) to use E-Verify to verify the employment eligibility of certain employees working on Federal contracts.

ARTICLE II RESPONSIBILITIES

A. RESPONSIBILITIES OF THE EMPLOYER

1. The Employer agrees to display the following notices supplied by DHS in a prominent place that is clearly visible to prospective employees and all employees who are to be verified through the system:

   a. Notice of E-Verify Participation

   b. Notice of Right to Work

2. The Employer agrees to provide to the SSA and DHS the names, titles, addresses, and telephone numbers of the Employer representatives to be contacted about E-Verify. The Employer also agrees to keep such information current by providing updated information to SSA and DHS whenever the representatives' contact information changes.

3. The Employer agrees to grant E-Verify access only to current employees who need E-Verify access. Employers must promptly terminate an employee's E-Verify access if the employer is separated from the company or no longer needs access to E-Verify.

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.

E-Verify

E-VERIFY IS A SERVICE OF DHS AND SSA

Company ID Number: 709831

Approved by:

Employer McElhenney Construction Company, LLC	
Name (Please Type or Print) Josh R McElhenney	**Title**
Signature Electronically Signed	**Date** 09/10/2013
Department of Homeland Security – Verification Division	
Name (Please Type or Print) USCIS Verification Division	**Title**
Signature Electronically Signed	**Date** 09/10/2013

E-Verify

Company ID Number: 709831

Information Required for the E-Verify Program Information relating to your Company:	
Company Name	McElhenney Construction Company, LLC
Company Facility Address	3926 Harmony Ridge Circle East Semmes, AL 36575
Company Alternate Address	PO Box 2584 Semmes, AL 36575
County or Parish	MOBILE
Employer Identification Number	320414254
North American Industry Classification Systems Code	237
Parent Company	
Number of Employees	20 to 99
Number of Sites Verified for	1 site(s)

E-Verify

E-VERIFY IS A SERVICE OF DHS AND SSA

Company ID Number: 709831

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

E-VERIFY IS A SERVICE OF DHS AND SSA

Company ID Number: 709831

Information relating to the Program Administrator(s) for your Company on policy questions or operational problems:

Name	Josh R McElhennev
Phone Number	2519730030
Fax	
Email	josh@mcelhennevconst.com

E-Verify

E-VERIFY IS A SERVICE OF DHS AND SSA

Company ID Number: 709831

This list represents the first 20 Program Administrators listed for this company.

01-988 **2024**

RESOLUTION

Sponsored by: Mayor William S. Stimpson
Council members Cory Penn, William Carroll, C.J. Small, Ben Reynolds, Joel Daves, Josh Woods, and Gina Gregory

WHEREAS, the CITY entered into a contract dated January 30, 2024, with McElhenney Construction, LLC. for storm drain repairs on the project known as 2024 City of Mobile Annual Storm Drain Maintenance (COM Project No. 2024-3005-07); and

WHEREAS, the original contract amount was $906,795.21 for a task order and unit priced based contract for annual on-call storm drain maintenance for a term of one year with a renewable clause of one or two additional one-year periods; and

WHEREAS, the original contract was awarded by competitive bid and the term option is being extended without any change in scope or in unit prices, but only additional funding approved for $1,217,650.54, increasing the original agreement to a total of $2,124,445.75; now therefore

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MOBILE, ALABAMA, that the Mayor and the City Clerk be, and they hereby are, authorized and directed to execute and attest for and on behalf of the City of Mobile, the Amendment to Extend Term of Agreement with McElhenney Construction, LLC, attached hereto. A copy of said Amendment is on file in the office of the City Clerk.

Adopted: OCT 22 2024

ASSISTANT City Clerk Lana Pafenbach

AMENDMENT TO EXTEND TERM OF AGREEMENT

THIS AMENDMENT TO AGREEMENT ("Amendment ") is made as of the 22 day of October 2024, between the City of Mobile, Alabama, a municipal corporation of the State of Alabama (hereinafter "City") and McElhenney Construction, LLC, a corporation qualified to do business in Alabama (hereinafter "Contractor").

RECITALS

WHEREAS City and Contractor are parties to that certain Contract dated January 30, 2024 (the "Agreement"), which Agreement provides for unit priced on-call storm drain maintenance at various locations within the City limits, in the contract not to exceed amount of $906,795.21; and

WHEREAS the Agreement provides in Item IX, Articles of Agreement, that the Agreement shall remain in effect one year from the effective date of execution of the Agreement, but may be extended by mutual agreement of the parties, contingent on the allocation of additional funding for further work: and

WHEREAS the City and the Contractor desire to extend the term of the Agreement for an additional one year, and to increase the not to exceed compensation of the contract by the additional amount of $1,217,650.54, and to ratify and adopt all other terms of the Agreement as originally agreed upon, specifically including the scope and unit prices included therein; now therefore

AMENDMENT

1. In consideration of the foregoing, the mutual covenants and agreements contained herein, the work performed by Contractor and funds paid by City in exchange therefore, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, City and Contractor hereby agree as follows:

2. Item IX (24) of the Agreement is amended such that the first sentence is removed and replaced as follows: "The Term of the contract shall extend until January 30, 2026."

3. Item IX (1) is amended such that the estimated total dollar amount shall be increased by the amount of $1,217,650.54, for a total Agreement amount of $2,124,445.75.

4. The Agreement and all of its provisions shall remain in effect and unchanged in all other respects not otherwise stated specifically herein.

IN WITNESS WHEREOF, the parties hereto have set their hands and affixed their respective seals as of the day and year first above written.

CITY OF MOBILE

William S. Stimpson, Mayor

10/24/24
Date

ATTEST:

Lana Pafenbach
ASSISTANTity Clerk

McElhenney Construction, LLC

An authorized signatory

Josh M'Elhenney President
Name and Title (Printed or Typed)

10-9-24
Date

STATE OF ALABAMA)

COUNTY OF MOBILE)

I, the undersigned Notary Public, in and for said County in said State, hereby certify that Josh McElhenney, as an authorized signatory for McElhenney Construction, LLC is signed to the foregoing instrument, and who is known to me, acknowledged before me on this day that, being informed of the contents of the above and foregoing agreement, he/she, as such officer and with full authority, executed the same voluntarily for and as the act of said corporation on the day the same bears date.

Given under my hand this the 9th day of October, 2024.

(SEAL)

Ellen Reese Coombs
Notary Public
Alabama State at Large
My Commission Expires 12/12/2027

Notary Public
My Commission Expires: 12/12/27

JUSTIFICATION FOR CHANGE ORDER

PROJECT NAME: 2024 City of Mobile Annual Storm Drain Maintenance

PROJECT NUMBER: 2024-3005-07

The attached change order number 1 to contract with McElhenney Construction Co, LLC.

dated January 30, 2024 is required because of the following:

_____ 1. Unusual and difficult circumstances which arose during the course of the execution of the contract which could not have been reasonably foreseen.

_____ 2. Where competitive bidding for the new work for new money will work to the serious detriment of the awarding authority.

_____ 3. Emergencies arising during the course of the work.

_____ 4. Changes or alterations provided for in the original bid and original contract, such as unit prices, alternates, etc.

__X__ 5. See attached letter.

_____ 6. Other: _____

_____

_____

_____

REMARKS: _____

_____

_____

_____
ENGINEER OR CONSULTANT

_____
City Engineer

October 8, 2024

City of Mobile
Engineering & Infrastructure
Nick Amberger, P.E.
PO Box 1827
Mobile, AL 36633

RE: 2024 City of Mobile Annual Storm Drain Maintenance
City of Mobile Project No. 2024-3005-07

Dear Mr. Amberger,

Enclosed are the supporting documents for Contract Amendment No. 1 for the above referenced contract. This project, funded through the City of Mobile's stormwater fee, is an on-call, task order driven maintenance contract based on unit prices. It was competitively bid. The contractor has successfully executed numerous task orders and is nearing the end of existing funding and the within the contract term limit of January 30, 2025. The contract contains a renewal clause which states the contract may be renewed under the existing terms, conditions and unit prices contingent upon the obligation of available funds. Said funds are now available through stormwater fee funding.

Adding funding to this type of unit price contract without re-bidding is acceptable under public works bid law because the scope is not changing and the unit prices are not changing. Moreover, the prices are reasonable, the work is necessary, and re-bidding would cause a time delay, additional administrative costs and very likely higher per unit prices from new bidders.

We are requesting the renewal of this contract for the continued maintenance improvements of the City's drainage infrastructure. This renewal will increase the funding by $1,217,650.54 and will extend the contract term through January 30, 2026.

If you have any questions or need additional information, please do not hesitate to contact our office at 251-208-7243.

Sincerely,

John Forrester, P.E.
Assistant City Engineer

MCELCON-01 AFOSTER

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 6/25/2024

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

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

PRODUCER	CONTACT NAME: Abby Foster	
PGIS, LLC dba Turner Insurance & Bonding Co. PO Drawer 230789 Montgomery, AL 36123	PHONE (A/C, No, Ext): (334) 386-3609	FAX (A/C, No): (334) 244-0350
	E-MAIL ADDRESS: afoster@turnerfirst.com	

INSURED	INSURER(S) AFFORDING COVERAGE	NAIC #
McElhenney Construction Co., LLC P.O. Box 1409 Theodore, AL 36590	INSURER A : Zurich American Insurance Co.	16535
	INSURER B : Scottsdale Insurance Co.	41297
	INSURER C : Transguard Insurance Company of America	28886
	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 X XCU Included X Contractual Liab Inc GEN'L AGGREGATE LIMIT APPLIES PER: X POLICY [X] PRO-JECT [ ] LOC OTHER:	X	X	GLO3538202-02	7/1/2024	7/1/2025	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG EBL Aggregate	$ 1,000,000 $ 100,000 $ 10,000 $ 1,000,000 $ 2,000,000 $ 2,000,000 $ 1,000,000
A	AUTOMOBILE LIABILITY X ANY AUTO OWNED AUTOS ONLY [ ] SCHEDULED AUTOS HIRED AUTOS ONLY [ ] NON-OWNED AUTOS ONLY	X	X	BAP3538203-02	7/1/2024	7/1/2025	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 [ ] RETENTION $	X	X	XLS2004610	7/1/2024	7/1/2025	EACH OCCURRENCE AGGREGATE	$ 5,000,000 $ 5,000,000
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N [N] If yes, describe under DESCRIPTION OF OPERATIONS below	N / A	X	WC3538201-02	7/1/2024	7/1/2025	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	Leased/Rented			IMP4001354-01	7/1/2024	7/1/2025	$2,500 Ded/Per Item	400,000
C	Scheduled Equipment			IMP4001354-01	7/1/2024	7/1/2025	$2,500 deductible	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
RE: 2024-3005-07 - 2024 City of Mobile Annual Storm Drain Maintenance

City of Mobile is named additional insured on a primary and noncontributory basis as respect General Liability, Automobile Liability, and Umbrella Liability where required by written contract. A waiver of subrogation applies in favor of City of Mobile as respect General Liability, Automobile Liability, Workers Compensation, and Umbrella Liability where required by written contract. Thirty (30) days written notice of cancellation applies where required by written contract.

CERTIFICATE HOLDER

City of Mobile
9th Floor South Tower
205 Government Street
Mobile, AL 36644

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

David J Durden

ACORD 25 (2016/03)
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CAPITAL CONTRACT SUMMARY SHEET

AGENDA ITEM SUMMARY SHEET

Agenda of: May 5, 2026

Submitted by:
John Paine, Purchasing Agent

Sponsored by:
Spiro Cheriogotis, Mayor

Purpose and Scope of Project:
To approve issuance of purchase order to Cat Head Media Inc for Buffet exhibit media research and editing services for Maritime Museum.

Amount of Contract:
$64,400.00

Funding Source
General fund.

ATTACHMENTS:
1. 20260429 Cat Agenda Package POs

REVIEWERS:
Donald Rose
James Barber

AGENDA ITEM SUMMARY SHEET

Print Page | Reset

Agenda of: 5 May 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 Cat Head Media Inc

PURPOSE & SCOPE OF PROJECT:

To approve issuance of purchase order to Cat Head Media Inc for Buffet exhibit media research and editing services for Maritime Museum.

General fund

RESOLUTION ☒ ORDINANCE ☐ OTHER ☐

AMOUNT OF CONTRACT: $64,400.00

FUNDING SOURCE:

Budget Item: See Requisition Discretionary Funds: _____

Budget amendment: REDUCE ☐ INCREASED ☐

Grant funds: _____ Matching funds: _____

Associated Costs:

Current year (itemize)
Type: _____ Amount: _____

Future years
Year: _____ Amount: _____

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

Effective date of contract: On issuance to vendor.

Renewal date of contract (if applicable): _____

If not bid, state reason: Professional 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 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
11250	2026	(4020) GULFQUEST MARITIME MUSEUM	BUFFET EXHIBIT MEDIA RESEARCH AND EDITING SERVICES FOR MARITIME MUSEUM (PROFESSIONAL SERVICE)	$64,400.00	(299618) CAT HEAD MEDIA INC

Adopted:

_____

City Clerk

Bill To	Requisition 00011250-00 FY 2026
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	1000.50.23.4020.4020.4000.0000.0000.42140.
MOBILE, AL	Review:
36601	Buyer:
vendorinvoices@cityofmobile.org	Status: Approved Page 1

Vendor	Ship To
CAT HEAD MEDIA INC	National Maritime Museum GOM
920 U SHWY 64 W	155 South Water Street
#113	
	MOBILE, AL 36602-3710
APEX, NC 27523	STEWART.HOOD@CITYOFMOBILE.ORG
Tel#661-803-1050	Delivery Reference
	STEWART HOOD
	Deliver To
	National Maritime Museum GOM
	155 South Water Street
	MOBILE, AL 36602-3710

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
04/21/26	299618				GULFQUEST MARITIME MUSEUM

LN	Description / Account	Qty	Unit Price	Net Price
	General Notes			
	TO PROVIDE PROFESSIONAL SERVICES IN THE CREATION OF THE JIMMY BUFFETT EXHIBIT AT THE MARITINE MUSEUM.			
001	ITEM ONE: Immersive Space / LED Concert Experience -Offline archive research -Pre-Pro -HOURS: 6 -RATE: $100.00/HOUR Vendor Item	6.00 HOUR	100.00000	600.00
1	1000.50.23.4020.4020.4000.0000.0000.42140.			600.00
	Ship To National Maritime Museum GOM 155 South Water Street MOBILE, AL 36602-3710 Delivery Reference STEWART HOOD			
	Deliver To National Maritime Museum GOM 155 South Water Street MOBILE, AL 36602-3710			
002	ITEM ONE: IMMERSIVE SPACE/LED CONERT EXPERIEINCE -SCREEN ARCHIVES & TRANSFER CONCERT FOOTAGE -EDITORIAL -HOURS:6 -RATE:	6.00 HOUR	150.00000	900.00

Bill To	Requisition 00011250-00 FY 2026
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	1000.50.23.4020.4020.4000.0000.0000.42140.
MOBILE, AL	Review:
36601	Buyer:
vendorinvoices@cityofmobile.org	Status: Approved Page 2

Vendor	Ship To
CAT HEAD MEDIA INC	National Maritime Museum GOM
920 U SHWY 64 W	155 South Water Street
#113	
	MOBILE, AL 36602-3710
APEX, NC 27523	STEWART.HOOD@CITYOFMOBILE.ORG
Tel#661-803-1050	Delivery Reference
	STEWART HOOD
	Deliver To
	National Maritime Museum GOM
	155 South Water Street
	MOBILE, AL 36602-3710

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
04/21/26	299618				GULFQUEST MARITIME MUSEUM

LN	Description / Account	Qty	Unit Price	Net Price
	$150.00/HOUR Vendor Item			
1	1000.50.23.4020.4020.4000.0000.0000.42140.			900.00
	Ship To National Maritime Museum GOM 155 South Water Street MOBILE, AL 36602-3710 Delivery Reference STEWART HOOD Deliver To National Maritime Museum GOM 155 South Water Street MOBILE, AL 36602-3710			
003	ITEM ONE: IMMERSIVE SPACE/LED CONERT EXPERIEINCE -EDITORIAL (MULTICAM & BROLL/3 SONGS) -EDITORIAL -HOURS: 4 -RATE: $200.00/HOUR Vendor Item	4.00 HOUR	200.00000	800.00
1	1000.50.23.4020.4020.4000.0000.0000.42140.			800.00

Bill To	Requisition 00011250-00 FY 2026
ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Acct No: 1000.50.23.4020.4020.4000.0000.0000.42140. Review: Buyer: Status: Approved Page 3

Vendor	Ship To
CAT HEAD MEDIA INC 920 U SHWY 64 W #113 APEX, NC 27523 Tel#661-803-1050	National Maritime Museum GOM 155 South Water Street MOBILE, AL 36602-3710 STEWART.HOOD@CITYOFMOBILE.ORG Delivery Reference STEWART HOOD Deliver To National Maritime Museum GOM 155 South Water Street MOBILE, AL 36602-3710

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
04/21/26	299618				GULFQUEST MARITIME MUSEUM

LN	Description / Account	Qty	Unit Price	Net Price
	Ship To National Maritime Museum GOM 155 South Water Street MOBILE, AL 36602-3710 Delivery Reference STEWART HOOD Deliver To National Maritime Museum GOM 155 South Water Street MOBILE, AL 36602-3710			
004	ITEM ONE: IMMERSIVE SPACE/LED CONERT EXPERIEINCE -AUDIO MIX/POST -EDITORIAL -HOURS: 20 -RATE: $150. 00/HOUR Vendor Item	20.00 HOUR	150.00000	3000.00
	1 1000.50.23.4020.4020.4000.0000.0000.42140.			3000.00
	Ship To National Maritime Museum GOM 155 South Water Street MOBILE, AL 36602-3710 Delivery Reference STEWART HOOD Deliver To National Maritime Museum GOM			

Bill To	Requisition 00011250-00 FY 2026
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	1000.50.23.4020.4020.4000.0000.0000.42140.
MOBILE, AL	Review:
36601	Buyer:
vendorinvoices@cityofmobile.org	Status: Approved Page 4

Vendor	Ship To
CAT HEAD MEDIA INC	National Maritime Museum GOM
920 U SHWY 64 W	155 South Water Street
#113	
	MOBILE, AL 36602-3710
APEX, NC 27523	STEWART.HOOD@CITYOFMOBILE.ORG
Tel#661-803-1050	Delivery Reference
	STEWART HOOD
	Deliver To
	National Maritime Museum GOM
	155 South Water Street
	MOBILE, AL 36602-3710

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
04/21/26	299618				GULFQUEST MARITIME MUSEUM

LN	Description / Account	Qty	Unit Price	Net Price
	155 South Water Street MOBILE, AL 36602-3710			
005	ITEM ONE: IMMERSIVE SPACE/LED CONERT EXPERIEINCE -GRAPHICS AND COMPOSITION -EDITORIAL -HOURS: 12 -RATE: $200.00/HOUR Vendor Item	12.00 HOUR	200.00000	2400.00
	1 1000.50.23.4020.4020.4000.0000.0000.42140.			2400.00
	Ship To National Maritime Museum GOM 155 South Water Street MOBILE, AL 36602-3710 Delivery Reference STEWART HOOD Deliver To National Maritime Museum GOM 155 South Water Street MOBILE, AL 36602-3710			
006	ITEM ONE: IMMERSIVE SPACE/LED CONERT EXPERIEINCE -CONTINGENCY FOR REVISION -EDITORIAL -HOURS: 16 -RATE: $200.00/HOUR Vendor Item	16.00 HOUR	200.00000	3200.00

Bill To	Requisition 00011250-00 FY 2026
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	1000.50.23.4020.4020.4000.0000.0000.42140.
MOBILE, AL	Review:
36601	Buyer:
vendorinvoices@cityofmobile.org	Status: Approved Page 5

Vendor	Ship To
CAT HEAD MEDIA INC	National Maritime Museum GOM
920 U SHWY 64 W	155 South Water Street
#113	
	MOBILE, AL 36602-3710
APEX, NC 27523	STEWART.HOOD@CITYOFMOBILE.ORG
Tel#661-803-1050	Delivery Reference
	STEWART HOOD
	Deliver To
	National Maritime Museum GOM
	155 South Water Street
	MOBILE, AL 36602-3710

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
04/21/26	299618				GULFQUEST MARITIME MUSEUM

LN	Description / Account	Qty	Unit Price	Net Price
1	1000.50.23.4020.4020.4000.0000.0000.42140.			3200.00
	Ship To National Maritime Museum GOM 155 South Water Street MOBILE, AL 36602-3710 Delivery Reference STEWART HOOD Deliver To National Maritime Museum GOM 155 South Water Street MOBILE, AL 36602-3710			
007	ITEM TWO: SHRIMPBOAT SOUND STUDIO GALLERY -OFFLINE ARCHIVE RESEARCH -PRE-PRO -HOURS: 6 -RATE: $100.00/HOUR Vendor Item	6.00 HOUR	100.00000	600.00
1	1000.50.23.4020.4020.4000.0000.0000.42140.			600.00
	Ship To National Maritime Museum GOM 155 South Water Street MOBILE, AL 36602-3710 Delivery Reference STEWART HOOD Deliver To			

Bill To	Requisition 00011250-00 FY 2026
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	1000.50.23.4020.4020.4000.0000.0000.42140.
MOBILE, AL	Review:
36601	Buyer:
vendorinvoices@cityofmobile.org	Status: Approved Page 6

Vendor	Ship To
CAT HEAD MEDIA INC	National Maritime Museum GOM
920 U SHWY 64 W	155 South Water Street
#113	
	MOBILE, AL 36602-3710
APEX, NC 27523	STEWART.HOOD@CITYOFMOBILE.ORG
Tel#661-803-1050	Delivery Reference
	STEWART HOOD
	Deliver To
	National Maritime Museum GOM
	155 South Water Street
	MOBILE, AL 36602-3710

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
04/21/26	299618				GULFQUEST MARITIME MUSEUM

LN	Description / Account	Qty	Unit Price	Net Price
	National Maritime Museum GOM 155 South Water Street MOBILE, AL 36602-3710			
008	ITEM TWO: SHRIMPBOAT SOUND STUDIO GALLERY -SCREEN ARCHIVES & DIGITIZE STUDIO AUDIO/VIDEO (IN HOUSE) -DIGITIZING -HOURS: 4 -RATE: $150.00/HOUR Vendor Item	4.00 HOUR	150.00000	600.00
	1 1000.50.23.4020.4020.4000.0000.0000.42140.			600.00
	Ship To National Maritime Museum GOM 155 South Water Street MOBILE, AL 36602-3710 Delivery Reference STEWART HOOD Deliver To National Maritime Museum GOM 155 South Water Street MOBILE, AL 36602-3710			
009	ITEM TWO: SHRIMPBOAT SOUND STUDIO GALLERY -EDITORIAL TO CREATE 6 STUDIO "SESSION SONGS" WITH JIMMY INTRO -LABOR -HOURS: 4 -RATE: $200.	4.00 HOUR	200.00000	800.00

Bill To	Requisition 00011250-00 FY 2026
ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Acct No: 1000.50.23.4020.4020.4000.0000.0000.42140. Review: Buyer: Status: Approved Page 7

Vendor	Ship To
CAT HEAD MEDIA INC 920 U SHWY 64 W #113 APEX, NC 27523 Tel#661-803-1050	National Maritime Museum GOM 155 South Water Street MOBILE, AL 36602-3710 STEWART.HOOD@CITYOFMOBILE.ORG Delivery Reference STEWART HOOD Deliver To National Maritime Museum GOM 155 South Water Street MOBILE, AL 36602-3710

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
04/21/26	299618				GULFQUEST MARITIME MUSEUM

LN	Description / Account	Qty	Unit Price	Net Price
	00/HOUR Vendor Item			
1	1000.50.23.4020.4020.4000.0000.0000.42140.			800.00
	Ship To National Maritime Museum GOM 155 South Water Street MOBILE, AL 36602-3710 Delivery Reference STEWART HOOD Deliver To National Maritime Museum GOM 155 South Water Street MOBILE, AL 36602-3710			
010	ITEM TWO: SHRIMPBOAT SOUND STUDIO GALLERY -AUDIO MIX/POST -LABOR -HOURS: 20 -RATE: $150.00/HOUR Vendor Item	20.00 HOUR	150.00000	3000.00
1	1000.50.23.4020.4020.4000.0000.0000.42140.			3000.00

Bill To	Requisition 00011250-00 FY 2026
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	1000.50.23.4020.4020.4000.0000.0000.42140.
MOBILE, AL	Review:
36601	Buyer:
vendorinvoices@cityofmobile.org	Status: Approved Page 8

Vendor	Ship To
CAT HEAD MEDIA INC	National Maritime Museum GOM
920 U SHWY 64 W	155 South Water Street
#113	
	MOBILE, AL 36602-3710
APEX, NC 27523	STEWART.HOOD@CITYOFMOBILE.ORG
Tel#661-803-1050	Delivery Reference
	STEWART HOOD
	Deliver To
	National Maritime Museum GOM
	155 South Water Street
	MOBILE, AL 36602-3710

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
04/21/26	299618				GULFQUEST MARITIME MUSEUM

LN	Description / Account	Qty	Unit Price	Net Price
	Ship To National Maritime Museum GOM 155 South Water Street MOBILE, AL 36602-3710 Delivery Reference STEWART HOOD Deliver To National Maritime Museum GOM 155 South Water Street MOBILE, AL 36602-3710			
011	ITEM TWO: SHRIMPBOAT SOUND STUDIO GALLERY -GRAPHICS AND COMPOSITION -LABOR -HOURS: 12 -RATE: $200.00/HOUR Vendor Item	12.00 HOUR	200.00000	2400.00
	1 1000.50.23.4020.4020.4000.0000.0000.42140.			2400.00
	Ship To National Maritime Museum GOM 155 South Water Street MOBILE, AL 36602-3710 Delivery Reference STEWART HOOD Deliver To National Maritime Museum GOM			

Bill To	Requisition 00011250-00 FY 2026
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	1000.50.23.4020.4020.4000.0000.0000.42140.
MOBILE, AL	Review:
36601	Buyer:
vendorinvoices@cityofmobile.org	Status: Approved Page 9

Vendor	Ship To
CAT HEAD MEDIA INC	National Maritime Museum GOM
920 U SHWY 64 W	155 South Water Street
#113	
	MOBILE, AL 36602-3710
APEX, NC 27523	STEWART.HOOD@CITYOFMOBILE.ORG
Tel#661-803-1050	Delivery Reference
	STEWART HOOD
	Deliver To
	National Maritime Museum GOM
	155 South Water Street
	MOBILE, AL 36602-3710

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
04/21/26	299618				GULFQUEST MARITIME MUSEUM

LN	Description / Account	Qty	Unit Price	Net Price
	155 South Water Street MOBILE, AL 36602-3710			
012	ITEM TWO: SHRIMPBOAT SOUND STUDIO GALLERY -CONTINGENCY TO DIGITIZE OUT-OF-HOUSE -DIGITIZING -EST. 1 -RATE: $2,500 Vendor Item	1.00 EACH	2500.00000	2500.00
	1 1000.50.23.4020.4020.4000.0000.0000.42140.			2500.00
	Ship To National Maritime Museum GOM 155 South Water Street MOBILE, AL 36602-3710 Delivery Reference STEWART HOOD Deliver To National Maritime Museum GOM 155 South Water Street MOBILE, AL 36602-3710			
013	ITEM TWO: SHRIMPBOAT SOUND STUDIO GALLERY -SHIPPING AND VAULT FEES -SHIPPING -EST: 1 -RATE: $350 Vendor Item	1.00 EACH	350.00000	350.00
	1 1000.50.23.4020.4020.4000.0000.0000.42140.			350.00

Bill To	Requisition 00011250-00 FY 2026
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	1000.50.23.4020.4020.4000.0000.0000.42140.
MOBILE, AL	Review:
36601	Buyer:
vendorinvoices@cityofmobile.org	Status: Approved Page 10

Vendor	Ship To
CAT HEAD MEDIA INC	National Maritime Museum GOM
920 U SHWY 64 W	155 South Water Street
#113	
	MOBILE, AL 36602-3710
APEX, NC 27523	STEWART.HOOD@CITYOFMOBILE.ORG
Tel#661-803-1050	Delivery Reference
	STEWART HOOD
	Deliver To
	National Maritime Museum GOM
	155 South Water Street
	MOBILE, AL 36602-3710

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
04/21/26	299618				GULFQUEST MARITIME MUSEUM

LN	Description / Account	Qty	Unit Price	Net Price
	Ship To National Maritime Museum GOM 155 South Water Street MOBILE, AL 36602-3710 Delivery Reference STEWART HOOD Deliver To National Maritime Museum GOM 155 South Water Street MOBILE, AL 36602-3710			
014	ITEM TWO: SHRIMPBOAT SOUND STUDIO GALLERY -CONTINGENCY FOR REVISION -LABOR -HOURS: 16 -RATE: $200.00/HOUR Vendor Item	16.00 EACH	200.00000	3200.00
	1 1000.50.23.4020.4020.4000.0000.0000.42140.			3200.00
	Ship To National Maritime Museum GOM 155 South Water Street MOBILE, AL 36602-3710 Delivery Reference STEWART HOOD Deliver To National Maritime Museum GOM			

Bill To	Requisition 00011250-00 FY 2026
ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Acct No: 1000.50.23.4020.4020.4000.0000.0000.42140. Review: Buyer: Status: Approved Page 11

Vendor	Ship To
CAT HEAD MEDIA INC 920 U SHWY 64 W #113 APEX, NC 27523 Tel#661-803-1050	National Maritime Museum GOM 155 South Water Street MOBILE, AL 36602-3710 STEWART.HOOD@CITYOFMOBILE.ORG Delivery Reference STEWART HOOD Deliver To National Maritime Museum GOM 155 South Water Street MOBILE, AL 36602-3710

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
04/21/26	299618				GULFQUEST MARITIME MUSEUM

LN	Description / Account	Qty	Unit Price	Net Price
	155 South Water Street MOBILE, AL 36602-3710			
015	ITEM THREE: PARROTHEAD HALL OF FAME INTERACTIVE -OFFLINE ARCHIVE RESEARCH -PRE-PRO -HOURS: 5 -RATE: $100.00/HOUR Vendor Item	5.00 HOUR	100.00000	500.00
	1 1000.50.23.4020.4020.4000.0000.0000.42140.			500.00
	Ship To National Maritime Museum GOM 155 South Water Street MOBILE, AL 36602-3710 Delivery Reference STEWART HOOD Deliver To National Maritime Museum GOM 155 South Water Street MOBILE, AL 36602-3710			
016	ITEM THREE: PARROTHEAD HALL OF FAME INTERACTIVE -SCREEN AND TRANSFER ARCHIVES -EDITORIAL -HOURS: 4 -RATE: $150.00/HOUR Vendor Item	4.00 HOUR	150.00000	600.00

Bill To	Requisition 00011250-00 FY 2026
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	1000.50.23.4020.4020.4000.0000.0000.42140.
MOBILE, AL	Review:
36601	Buyer:
vendorinvoices@cityofmobile.org	Status: Approved Page 12

Vendor	Ship To
CAT HEAD MEDIA INC	National Maritime Museum GOM
920 U SHWY 64 W	155 South Water Street
#113	
	MOBILE, AL 36602-3710
APEX, NC 27523	STEWART.HOOD@CITYOFMOBILE.ORG
Tel#661-803-1050	Delivery Reference
	STEWART HOOD
	Deliver To
	National Maritime Museum GOM
	155 South Water Street
	MOBILE, AL 36602-3710

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
04/21/26	299618				GULFQUEST MARITIME MUSEUM

LN	Description / Account	Qty	Unit Price	Net Price
1	1000.50.23.4020.4020.4000.0000.0000.42140.			600.00
	Ship To National Maritime Museum GOM 155 South Water Street MOBILE, AL 36602-3710 Delivery Reference STEWART HOOD Deliver To National Maritime Museum GOM 155 South Water Street MOBILE, AL 36602-3710			
017	ITEM THREE: PARROTHEAD HALL OF FAME INTERACTIVE -EDITORIAL TO CREATE 6 PARROTHEAD FAN MONTAGES -EDITORIAL -HOURS: 4 -RATE: $200. 00/HOUR Vendor Item	4.00 HOUR	200.00000	800.00
1	1000.50.23.4020.4020.4000.0000.0000.42140.			800.00
	Ship To National Maritime Museum GOM 155 South Water Street MOBILE, AL 36602-3710 Delivery Reference STEWART HOOD			

Bill To	Requisition 00011250-00 FY 2026
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	1000.50.23.4020.4020.4000.0000.0000.42140.
MOBILE, AL	Review:
36601	Buyer:
vendorinvoices@cityofmobile.org	Status: Approved Page 13

Vendor	Ship To
CAT HEAD MEDIA INC	National Maritime Museum GOM
920 U SHWY 64 W	155 South Water Street
#113	
	MOBILE, AL 36602-3710
APEX, NC 27523	STEWART.HOOD@CITYOFMOBILE.ORG
Tel#661-803-1050	Delivery Reference
	STEWART HOOD
	Deliver To
	National Maritime Museum GOM
	155 South Water Street
	MOBILE, AL 36602-3710

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
04/21/26	299618				GULFQUEST MARITIME MUSEUM

LN	Description / Account	Qty	Unit Price	Net Price
	Deliver To National Maritime Museum GOM 155 South Water Street MOBILE, AL 36602-3710			
018	ITEM THREE: PARROTHEAD HALL OF FAME INTERACTIVE -GRAPHICS AND COMPOSITION -EDITORIAL -HOURS: 20 -RATE: $200.00/HOUR Vendor Item	20.00 HOUR	200.00000	4000.00
	1 1000.50.23.4020.4020.4000.0000.0000.42140.			4000.00
	Ship To National Maritime Museum GOM 155 South Water Street MOBILE, AL 36602-3710 Delivery Reference STEWART HOOD			
	Deliver To National Maritime Museum GOM 155 South Water Street MOBILE, AL 36602-3710			
019	ITEM THREE: PARROTHEAD HALL OF FAME INTERACTIVE -CONTINGENCY FOR REVISION -EDITORIAL -HOURS: 16 -RATE: $200.00/HOUR	16.00 HOUR	200.00000	3200.00

Bill To	Requisition 00011250-00 FY 2026
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	1000.50.23.4020.4020.4000.0000.0000.42140.
MOBILE, AL	Review:
36601	Buyer:
vendorinvoices@cityofmobile.org	Status: Approved Page 14

Vendor	Ship To
CAT HEAD MEDIA INC	National Maritime Museum GOM
920 U SHWY 64 W	155 South Water Street
#113	
	MOBILE, AL 36602-3710
APEX, NC 27523	STEWART.HOOD@CITYOFMOBILE.ORG
Tel#661-803-1050	Delivery Reference
	STEWART HOOD
	Deliver To
	National Maritime Museum GOM
	155 South Water Street
	MOBILE, AL 36602-3710

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
04/21/26	299618				GULFQUEST MARITIME MUSEUM

LN	Description / Account	Qty	Unit Price	Net Price
	Vendor Item			
1	1000.50.23.4020.4020.4000.0000.0000.42140.			3200.00
	Ship To National Maritime Museum GOM 155 South Water Street MOBILE, AL 36602-3710 Delivery Reference STEWART HOOD			
	Deliver To National Maritime Museum GOM 155 South Water Street MOBILE, AL 36602-3710			
020	ITEM FOUR: PERSONAL STORIES KIOSK -OFFLINE ARCHIVE RESEARCH -PRE-PRO -HOURS: 10 -RATE: $100.00/HOUR Vendor Item	10.00 HOUR	100.00000	1000.00
1	1000.50.23.4020.4020.4000.0000.0000.42140.			1000.00
	Ship To National Maritime Museum GOM 155 South Water Street MOBILE, AL 36602-3710 Delivery Reference STEWART HOOD			

Bill To	Requisition 00011250-00 FY 2026
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	1000.50.23.4020.4020.4000.0000.0000.42140.
MOBILE, AL	Review:
36601	Buyer:
vendorinvoices@cityofmobile.org	Status: Approved Page 15

Vendor	Ship To
CAT HEAD MEDIA INC	National Maritime Museum GOM
920 U SHWY 64 W	155 South Water Street
#113	
	MOBILE, AL 36602-3710
APEX, NC 27523	STEWART.HOOD@CITYOFMOBILE.ORG
Tel#661-803-1050	Delivery Reference
	STEWART HOOD
	Deliver To
	National Maritime Museum GOM
	155 South Water Street
	MOBILE, AL 36602-3710

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
04/21/26	299618				GULFQUEST MARITIME MUSEUM

LN	Description / Account	Qty	Unit Price	Net Price
	Deliver To National Maritime Museum GOM 155 South Water Street MOBILE, AL 36602-3710			
021	ITEM FOUR: PERSONAL STORIES KIOSK -SCREEN AND TRANSFER ARCHIVES -EDITORIAL -HOURS: 8 -RATE: $150. 00/HOUR Vendor Item	8.00 HOUR	150.00000	1200.00
	1 1000.50.23.4020.4020.4000.0000.0000.42140.			1200.00
	Ship To National Maritime Museum GOM 155 South Water Street MOBILE, AL 36602-3710 Delivery Reference STEWART HOOD			
	Deliver To National Maritime Museum GOM 155 South Water Street MOBILE, AL 36602-3710			
022	ITEM FOUR: PERSONAL STORIES KIOSK -SCREEN DAILIES OF NEW INTERVIEW SHOOTS -EDITORIAL -HOURS: 24 -RATE: $200.00/HOUR	24.00 HOUR	150.00000	3600.00

Bill To	Requisition 00011250-00 FY 2026
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	1000.50.23.4020.4020.4000.0000.0000.42140.
MOBILE, AL	Review:
36601	Buyer:
vendorinvoices@cityofmobile.org	Status: Approved Page 16

Vendor	Ship To
CAT HEAD MEDIA INC	National Maritime Museum GOM
920 U SHWY 64 W	155 South Water Street
#113	
	MOBILE, AL 36602-3710
APEX, NC 27523	STEWART.HOOD@CITYOFMOBILE.ORG
Tel#661-803-1050	Delivery Reference
	STEWART HOOD
	Deliver To
	National Maritime Museum GOM
	155 South Water Street
	MOBILE, AL 36602-3710

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
04/21/26	299618				GULFQUEST MARITIME MUSEUM

LN	Description / Account Vendor Item	Qty	Unit Price	Net Price
1	1000.50.23.4020.4020.4000.0000.0000.42140.			3600.00
	Ship To National Maritime Museum GOM 155 South Water Street MOBILE, AL 36602-3710 Delivery Reference STEWART HOOD Deliver To National Maritime Museum GOM 155 South Water Street MOBILE, AL 36602-3710			
023	ITEM FOUR: PERSONAL STORIES KIOSK -EDITORIAL TO CREATE 6 FAMILY & FRIENDS SEGMENT -EDITORIAL -HOURS: 20 -RATE: $200.00/HOUR Vendor Item	20.00 EACH	200.00000	4000.00
1	1000.50.23.4020.4020.4000.0000.0000.42140.			4000.00

Bill To	Requisition 00011250-00 FY 2026
ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Acct No: 1000.50.23.4020.4020.4000.0000.0000.42140. Review: Buyer: Status: Approved Page 17

Vendor	Ship To
CAT HEAD MEDIA INC 920 U SHWY 64 W #113 APEX, NC 27523 Tel#661-803-1050	National Maritime Museum GOM 155 South Water Street MOBILE, AL 36602-3710 STEWART.HOOD@CITYOFMOBILE.ORG Delivery Reference STEWART HOOD Deliver To National Maritime Museum GOM 155 South Water Street MOBILE, AL 36602-3710

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
04/21/26	299618				GULFQUEST MARITIME MUSEUM

LN	Description / Account	Qty	Unit Price	Net Price
	Ship To National Maritime Museum GOM 155 South Water Street MOBILE, AL 36602-3710 Delivery Reference STEWART HOOD Deliver To National Maritime Museum GOM 155 South Water Street MOBILE, AL 36602-3710			
024	ITEM FOUR: PERSONAL STORIES KIOSK -GRAPHICS AND COMPOSITION -EDITORIAL -HOURS: 24 -RATE: $200. 00/HOUR Vendor Item	24.00 HOUR	200.00000	4800.00
1	1000.50.23.4020.4020.4000.0000.0000.42140.			4800.00
	Ship To National Maritime Museum GOM 155 South Water Street MOBILE, AL 36602-3710 Delivery Reference STEWART HOOD Deliver To National Maritime Museum GOM			

Bill To	Requisition 00011250-00 FY 2026
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	1000.50.23.4020.4020.4000.0000.0000.42140.
MOBILE, AL	Review:
36601	Buyer:
vendorinvoices@cityofmobile.org	Status: Approved Page 18

Vendor	Ship To
CAT HEAD MEDIA INC	National Maritime Museum GOM
920 U SHWY 64 W	155 South Water Street
#113	
	MOBILE, AL 36602-3710
APEX, NC 27523	STEWART.HOOD@CITYOFMOBILE.ORG
Tel#661-803-1050	Delivery Reference
	STEWART HOOD
	Deliver To
	National Maritime Museum GOM
	155 South Water Street
	MOBILE, AL 36602-3710

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
04/21/26	299618				GULFQUEST MARITIME MUSEUM

LN	Description / Account	Qty	Unit Price	Net Price
	155 South Water Street MOBILE, AL 36602-3710			
025	ITEM FOUR: PERSONAL STORIES KIOSK -CONTINGENCY FOR REVISION -EDITORIAL -HOURS: 16 -RATE: $200. 00/HOUR Vendor Item	16.00 HOUR	200.00000	3200.00
	1 1000.50.23.4020.4020.4000.0000.0000.42140.			3200.00
	Ship To National Maritime Museum GOM 155 South Water Street MOBILE, AL 36602-3710 Delivery Reference STEWART HOOD Deliver To National Maritime Museum GOM 155 South Water Street MOBILE, AL 36602-3710			
026	ITEM FIVE: INTERVIEW DIRECTION (PER SHOOT) -SHOOT PREP -PRE-PRO -HOURS: 16 -RATE: $100.00/HOUR Vendor Item	16.00 HOUR	100.00000	1600.00
	1 1000.50.23.4020.4020.4000.0000.0000.42140.			1600.00

Bill To	Requisition 00011250-00 FY 2026
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	1000.50.23.4020.4020.4000.0000.0000.42140.
MOBILE, AL	Review:
36601	Buyer:
vendorinvoices@cityofmobile.org	Status: Approved Page 19

Vendor	Ship To
CAT HEAD MEDIA INC	National Maritime Museum GOM
920 U SHWY 64 W	155 South Water Street
#113	
	MOBILE, AL 36602-3710
APEX, NC 27523	STEWART.HOOD@CITYOFMOBILE.ORG
Tel#661-803-1050	Delivery Reference
	STEWART HOOD
	Deliver To
	National Maritime Museum GOM
	155 South Water Street
	MOBILE, AL 36602-3710

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
04/21/26	299618				GULFQUEST MARITIME MUSEUM

LN	Description / Account	Qty	Unit Price	Net Price
	Ship To National Maritime Museum GOM 155 South Water Street MOBILE, AL 36602-3710 Delivery Reference STEWART HOOD Deliver To National Maritime Museum GOM 155 South Water Street MOBILE, AL 36602-3710			
027	ITEM FIVE: INTERVIEW DIRECTION (PER SHOOT) -DIRECT INTVERVIEWS WITH LOCAL CREW (INCLUDES 1 SHOOT DAY AND 2 TRAVEL DAYS. (ADDITONAL SHOOT DAYS ADD $1000 EACH FOR DIRECTOR) DOES NOT INCLUDE TRAVEL, HOTEL, LOCAL LABOR OR EQUIPMENT RENTAL. -PRODUCTION -DAYS: 3 -RATE: $1000/DAY Vendor Item	3.00 DAY	1000.00000	3000.00
1	1000.50.23.4020.4020.4000.0000.0000.42140.			3000.00

Bill To	Requisition 00011250-00 FY 2026
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	1000.50.23.4020.4020.4000.0000.0000.42140.
MOBILE, AL	Review:
36601	Buyer:
vendorinvoices@cityofmobile.org	Status: Approved Page 20

Vendor	Ship To
CAT HEAD MEDIA INC	National Maritime Museum GOM
920 U SHWY 64 W	155 South Water Street
#113	
	MOBILE, AL 36602-3710
APEX, NC 27523	STEWART.HOOD@CITYOFMOBILE.ORG
Tel#661-803-1050	Delivery Reference
	STEWART HOOD
	Deliver To
	National Maritime Museum GOM
	155 South Water Street
	MOBILE, AL 36602-3710

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
04/21/26	299618				GULFQUEST MARITIME MUSEUM

LN	Description / Account	Qty	Unit Price	Net Price
	Ship To National Maritime Museum GOM 155 South Water Street MOBILE, AL 36602-3710 Delivery Reference STEWART HOOD Deliver To National Maritime Museum GOM 155 South Water Street MOBILE, AL 36602-3710			
028	ITEM FIVE: INTERVIEW DIRECTION (PER SHOOT) -DIRECTOR PER DIEM (ADD $50 PER ADDITIONAL DAY.) Vendor Item	3.00 DAY	50.00000	150.00
	1 1000.50.23.4020.4020.4000.0000.0000.42140.			150.00
	Ship To National Maritime Museum GOM 155 South Water Street MOBILE, AL 36602-3710 Delivery Reference STEWART HOOD Deliver To National Maritime Museum GOM 155 South Water Street			

Bill To	Requisition 00011250-00 FY 2026
ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Acct No: 1000.50.23.4020.4020.4000.0000.0000.42140. Review: Buyer: Status: Approved Page 21

Vendor
CAT HEAD MEDIA INC
920 U SHWY 64 W
#113

APEX, NC 27523

Tel#661-803-1050

Ship To
National Maritime Museum GOM
155 South Water Street

MOBILE, AL 36602-3710
STEWART.HOOD@CITYOFMOBILE.ORG

Delivery Reference
STEWART HOOD

Deliver To
National Maritime Museum GOM
155 South Water Street

MOBILE, AL 36602-3710

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
04/21/26	299618				GULFQUEST MARITIME MUSEUM

LN	Description / Account	Qty	Unit Price	Net Price
	MOBILE, AL 36602-3710			
029	ITEM SIX: IIMAGE LICENSIN & STOCK FOOTAGE CONTINGENCY -CONTINGENCY FOR LICENSING ANDY MEDIA NOT OWNED BY THE BUFFETT ESTATE. -LICENSING -EST: 1 -RATE: $8,400 Vendor Item	1.00 EACH	8400.00000	8400.00
	1 1000.50.23.4020.4020.4000.0000.0000.42140.			8400.00
	Ship To National Maritime Museum GOM 155 South Water Street MOBILE, AL 36602-3710 Delivery Reference STEWART HOOD Deliver To National Maritime Museum GOM 155 South Water Street MOBILE, AL 36602-3710			

Requisition Link

Requisition Total 64400.00

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

Account	Amount	Remaining Budget
1000.50.23.4020.4020.4000.0000.0000.42140.	64400.00	285167.84

Bill To	Requisition 00011250-00 FY 2026
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	1000.50.23.4020.4020.4000.0000.0000.42140.
MOBILE, AL	Review:
36601	Buyer:
vendorinvoices@cityofmobile.org	Status: Approved Page 22

Vendor	Ship To
CAT HEAD MEDIA INC	National Maritime Museum GOM
920 U SHWY 64 W	155 South Water Street
#113	
	MOBILE, AL 36602-3710
APEX, NC 27523	STEWART.HOOD@CITYOFMOBILE.ORG
Tel#661-803-1050	Delivery Reference
	STEWART HOOD
	Deliver To
	National Maritime Museum GOM
	155 South Water Street
	MOBILE, AL 36602-3710

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
04/21/26	299618				GULFQUEST MARITIME MUSEUM

Account		Amount	Remaining Budget
GULFQUEST EXP	MISCELLANEOUS SERVICES		

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

Activity	Date	Clerk	Comment
Approved	04/22/26	BAYNE DUNAWAY	
Approved	04/22/26	KAREN POTH	Auto approved by: 910518571
Approved	04/22/26	CORY ADAIR	Auto approved by: 910518571
Forward	04/27/26	CORY ADAIR	Automatic Forward to 910522144
Approved	04/27/26	VICKI ROOKS	
Approved	04/28/26	DONALD ROSE	Auto approved by: 9105paij
Approved	04/28/26	SANDRA LEWIS	Auto approved by: 9105paij
Approved	04/28/26	STEVEN KRONINGER	Auto approved by: 9105paij
Approved	04/28/26	SAMANTHA COOLEY	Auto approved by: 9105paij
Approved	04/28/26	JAMES NEESE	Auto approved by: 9105paij
Approved	04/28/26	PATRICIA KENNEDY-JONES	Auto approved by: 9105paij
Approved	04/28/26	REBECCA CRUMPLER	Auto approved by: 9105paij
Approved	04/28/26	ANNE FOLEY	Auto approved by: 9105paij
Approved	04/28/26	JOHN PAINE	

Authorized By: _____ Date: _____
Signature

CAPITAL CONTRACT SUMMARY SHEET

AGENDA ITEM SUMMARY SHEET

Agenda of: May 5, 2026

Submitted by:
John Paine, Purchasing Agent

Sponsored by:
Spiro Cheriogotis, Mayor

Purpose and Scope of Project:
To approve issuance of purchase order to CDW Government LLC for network switches and back-up power supplies for MIT.

Amount of Contract:
$21,013.75

Funding Source
General fund

ATTACHMENTS:
1. 20260427 CDW Agenda Package POs

REVIEWERS:
Donald Rose
James Barber

AGENDA ITEM SUMMARY SHEET

Print Page | Reset

Agenda of: 5 May2026 (Date) Item No. _____

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

Sponsored by: Spiro N. Cheriogotis (Name) Mayor (Title)

Reviewed by: _____ (Executive Director)

Routing Authorized: James Barber (Mayor's Office) _____ (Date)

A brief synopsis and explanation of the following:

PROJECT NAME: Approval of Purchase Order to CDW Government LLC

PURPOSE & SCOPE OF PROJECT:
To approve issuance of purchase order to CDW Government LLC for network switches and back-up power supplies for MIT.
General fund

RESOLUTION ☒ ORDINANCE ☐ OTHER ☐

AMOUNT OF CONTRACT: $21,013.75

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 reqmt; Sourcewell coop. purchasing agreement, price less than 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
11167	2026	(5000) INFORMATION TECHNOLOGY	NETWORK SWITCHES AND BACK-UP POWER SUPPLIES FOR MIT (PRICE BELOW BID REQUIREMENT, SOURCEWELL COOPERATIVE PURCHASING AGREEMENT)	$21,013.75	(272392) CDW GOVERNMENT LLC

Adopted:

_____
City Clerk

Bill To	Requisition 00011167-00 FY 2026
ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Acct No: 1000.30.15.1500.1500.1500.0000.0000.47010. Review: Buyer: 9105fola Status: Approved Page 1

Vendor	Ship To
CDW GOVERNMENT LLC 230 N MILWAUKEE AVE VERNON HILLS, IL 60061 Tel#877-501-2756 Fax 312-705-0431	MIT 651 CHURCH STREET MOBILE, AL 36602 SAMANTHA.COOLEY@CITYOFMOBILE.GOV Delivery Reference CHATU WIMALARATHNE Deliver To MIT 651 CHURCH STREET MOBILE, AL 36602

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
04/20/26	272932				INFORMATION TECHNOLOGY

LN	Description / Account	Qty	Unit Price	Net Price
	General Notes --- AS PER SOURCEWELL CONTRACT #121923 AND YOUR QUOTE #PVXB478.			
001	HPE NETWORKING 6200F 24G CLASS4 PoE 4SFP 370W SWITCH - MAX. STACK MFG PART# JL725B#ABA CDW# 7455895 The Above Line Item Is For Department: PUB SAF AD	5.00 EACH	3901.41000	19507.05
	1 1000.30.15.1500.1500.1500.0000.0000.47010.			19507.05
	Ship To MIT 651 CHURCH STREET MOBILE, AL 36602 Delivery Reference CHATU WIMALARATHNE Deliver To MIT 651 CHURCH STREET MOBILE, AL 36602			
002	APC BAKC-UPS PRO. 1500VA 900W, TOWER, 120V 10X NEMA 5-15R OUTLETS, AVR, US MFG PART# BR1500MS2 CDW# 6403997 The Above Line Item Is For Department: PUB SAF AD	5.00 EACH	301.34000	1506.70

Bill To	Requisition 00011167-00 FY 2026
ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Acct No: 1000.30.15.1500.1500.1500.0000.0000.47010. Review: Buyer: 9105fola Status: Approved Page 2

Vendor	Ship To
CDW GOVERNMENT LLC 230 N MILWAUKEE AVE VERNON HILLS, IL 60061 Tel#877-501-2756 Fax 312-705-0431	MIT 651 CHURCH STREET MOBILE, AL 36602 SAMANTHA.COOLEY@CITYOFMOBILE.GOV Delivery Reference CHATU WIMALARATHNE Deliver To MIT 651 CHURCH STREET MOBILE, AL 36602

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
04/20/26	272932				INFORMATION TECHNOLOGY

LN	Description / Account	Qty	Unit Price	Net Price
1	1000.30.15.1500.1500.1500.0000.0000.47010.			1506.70

Ship To
MIT
651 CHURCH STREET
MOBILE, AL 36602
Delivery Reference
CHATU WIMALARATHNE

Deliver To
MIT
651 CHURCH STREET
MOBILE, AL 36602

Requisition Link

Requisition Total 21013.75

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

Account	Amount	Remaining Budget
1000.30.15.1500.1500.1500.0000.0000.47010.	21013.75	758282.05

PUBLIC SAFTEY ADMIN EXP EQUIPMENT (GREATER $5000)

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

Activity	Date	Clerk	Comment
Forward	04/20/26	CURTIS GRAVES	Rob, is this for the camera sy
Approved	04/21/26	GREG HOLLIDAY	Auto approved by: 91057606
Approved	04/21/26	SCOTT KEARNEY	
Approved	04/21/26	UDARA JAYASENA	Auto approved by: 91057606
Approved	04/27/26	ROBERT LASKY	

Bill To	Requisition 00011167-00 FY 2026
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	1000.30.15.1500.1500.1500.0000.0000.47010.
MOBILE, AL	Review:
36601	Buyer: 9105fola
vendorinvoices@cityofmobile.org	Status: Approved Page 3

Vendor	Ship To
CDW GOVERNMENT LLC	MIT
230 N MILWAUKEE AVE	651 CHURCH STREET
	MOBILE, AL 36602
VERNON HILLS, IL 60061	SAMANTHA.COOLEY@CITYOFMOBILE.GOV
Tel#877-501-2756	Delivery Reference
Fax 312-705-0431	CHATU WIMALARATHNE
	Deliver To
	MIT
	651 CHURCH STREET
	MOBILE, AL 36602

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
04/20/26	272932				INFORMATION TECHNOLOGY

LN	Description / Account			Qty	Unit Price	Net Price
	Approved	04/27/26	DONALD ROSE		Auto approved by: 9105fola	
	Approved	04/27/26	SANDRA LEWIS		Auto approved by: 9105fola	
	Approved	04/27/26	STEVEN KRONINGER		Auto approved by: 9105fola	
	Approved	04/27/26	SAMANTHA COOLEY		Auto approved by: 9105fola	
	Approved	04/27/26	JAMES NEESE		Auto approved by: 9105fola	
	Approved	04/27/26	PATRICIA KENNEDY-JONES		Auto approved by: 9105fola	
	Approved	04/27/26	REBECCA CRUMPLER		Auto approved by: 9105fola	
	Approved	04/27/26	ANNE FOLEY			
	Approved	04/27/26	JOHN PAINE		Auto approved by: 9105fola	

Authorized By: _____ Date: _____
Signature

CAPITAL CONTRACT SUMMARY SHEET

AGENDA ITEM SUMMARY SHEET

Agenda of: May 5, 2026

Submitted by:
John Paine, Purchasing Agent

Sponsored by:
Spiro Cheriogotis, Mayor

Purpose and Scope of Project:
To approve issuance of purchase order to Daphne Automotive LLC for one 2026 Toyota 4Runner SUV for MPD .

Amount of Contract:
$42,000.00

Funding Source
General fund

ATTACHMENTS:
1. 20260428 Daphne Agenda Package POs

REVIEWERS:
Donald Rose
James Barber

AGENDA ITEM SUMMARY SHEET

Print Page | Reset

Agenda of: 5 May 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 Daphne Automotive LLC

PURPOSE & SCOPE OF PROJECT:

To approve issuance of purchase order to Daphne Automotive LLC for one 2026 Toyota 4Runner SUV for MPD .

General fund

RESOLUTION ☒ ORDINANCE ☐ OTHER ☐

AMOUNT OF CONTRACT: $42,000.00

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: Sealed bid 6041.

How many bidders received bid packages (if applicable): 23 + Web

How many bidders submitted bids (if applicable): 3

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
9264	2026	(1530) POLICE ADMIN SERVICES	2026 TOYOTA 4RUNNER SUV FOR MPD (SEALED BID 6041)	$42,000.00	(300207) DAPHNE AUTOMOTIVE LLC

Adopted:

_____
City Clerk

Bill To	Requisition 00009264-00 FY 2026
ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Acct No: 4035.30.15.0000.0000.1530.0000.0000.47120. Review: Buyer: Status: Released Page 1

Vendor	Ship To
DAPHNE AUTOMOTIVE LLC 29732 FREDRICK BLVD DAPHNE, AL 36526 Tel#2513771443	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
03/10/26	300207				POLICE ADMIN SERVICES

LN	Description / Account	Qty	Unit Price	Net Price
001	2026 year model or newer four-door SUV with equipment options as per the following MINIMUM specifications VENDOR QUOTING 2026 TOYOTA 4RUNNER SR5 REAR WHEEL DRIVE ACCEPTABLE COLORS: Nautical Blue Metallic, Underground, Classic Silver Metallic, Midnight Black Metallic MILEAGE - NEW ENGINE - 2.4L Turbocharged Inline-4 engine TRANSMISSION - five-speed automatic transmission DIRVETRAIN - Rear Wheel Drive system with Active Traction Control (A-TRAC) BRAKES - Disc brakes with ceramic brake pads STEERING - Power-assisted hydraulic steering WHEELS - 18” or 20” Metallic or Dark Wheels, no hubcaps TIRES - Sized to match above wheels. SPARE TIRE - Compact Spare Tire (Preferred but optional) DOOLS - One wrench and one jack. AIR CONDITIONING - Dual-zone automatic climate control with air filter MIRRORS - Standard heated power side mirrors with power glass LIGHTING - LED Headlights and LED Strip Daytime Running Lights With	1.00 EACH	42000.00000	42000.00

Bill To	Requisition 00009264-00 FY 2026
ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Acct No: 4035.30.15.0000.0000.1530.0000.0000.47120. Review: Buyer: Status: Released Page 2

Vendor	Ship To
DAPHNE AUTOMOTIVE LLC 29732 FREDRICK BLVD DAPHNE, AL 36526 Tel#2513771443	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
03/10/26	300207				POLICE ADMIN SERVICES

LN	Description / Account	Qty	Unit Price	Net Price
	Auto On/Off Feature, Integrated wide-angle LED Fog lights KEYS / LOCKS - Push-Button Start, Remote Proximity Keyless Entry TINTED WINDOWS - Darkest available tint on all windows. WINDOWS - Power Front Windows with 1-Touch Up/Down RADIO / MULTIMEDIA - Minimum: Premium Audio with Dynamic Navigation with 8 inch Touchscreen, Apple CarPlay and Android Auto compatible, Integrated Voice Command with Bluetooth SEATS - standard cloth upholstery and a standard power-adjustable driver's seat with lumbar support, along with a 40/20/40-split reclining and folding second-row seat, FLOOR COVERING - Full Carpet Floor Covering, Front and Rear Floor Mats SECURITY / SAFETY - Anti-theft system with alarm and engine immobilizer, Rear Back-up Camera Additional Description Notes --- 2025 year model or newer four-door SUV with equipment options as per the following MINIMUM specifications unless otherwise noted: The specs listed below are based on a 2025 Toyota 4Runner SR5.			

Bill To	Requisition 00009264-00 FY 2026
ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Acct No: 4035.30.15.0000.0000.1530.0000.0000.47120. Review: Buyer: Status: Released Page 3

Vendor	Ship To
DAPHNE AUTOMOTIVE LLC 29732 FREDRICK BLVD DAPHNE, AL 36526 Tel#2513771443	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
03/10/26	300207				POLICE ADMIN SERVICES

LN	Description / Account	Qty	Unit Price	Net Price

ACCEPTABLE COLORS:

Nautical Blue Metallic, Underground, Classic Silver Metallic, Midnight Black Metallic

Local or dealer installations and/or modifications are acceptable. The bidder will list in detail all specifications being bid, a copy of the warranty, and appropriate literature on bid.

MILEAGE – Under 15,000 miles

ENGINE – 2.4L Turbocharged Inline-4 engine

TRANSMISSION – five-speed automatic transmission

DIRVETRAIN – Rear Wheel Drive or Part-time 4WD system with Active Traction Control (A-TRAC)

BRAKES – Disc brakes with ceramic brake pads

STEERING – Power-assisted hydraulic steering

WHEELS – 18” or 20” Metallic or Dark Wheels, no hubcaps

TIRES – Sized to match above wheels.

SPARE TIRE – Compact Spare Tire (Preferred but optional)

Bill To	Requisition 00009264-00 FY 2026
ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Acct No: 4035.30.15.0000.0000.1530.0000.0000.47120. Review: Buyer: Status: Released Page 4

Vendor	Ship To
DAPHNE AUTOMOTIVE LLC 29732 FREDRICK BLVD DAPHNE, AL 36526 Tel#2513771443	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
03/10/26	300207				POLICE ADMIN SERVICES

LN	Description / Account	Qty	Unit Price	Net Price
	TOOLS - One wrench and one jack. AIR CONDITIONING - Dual-zone automatic climate control with air filter MIRRORS - Standard heated power side mirrors with power glass LIGHTING - LED Headlights and LED Strip Daytime Running Lights With Auto On/Off Feature, Integrated wide-angle LED Fog lights KEYS / LOCKS - Push-Button Start, Remote Proximity Keyless Entry TINTED WINDOWS - Darkest available tint on all windows. WINDOWS - Power Front Windows with 1-Touch Up/Down RADIO / MULTIMEDIA - Minimum: Premium Audio with Dynamic Navigation with 8 inch Touchscreen, Apple CarPlay and Android Auto compatible, Integrated Voice Command with Bluetooth SEATS - standard cloth upholstery and a standard power-adjustable driver's seat with lumbar support, along with a 40/20/40-split reclining and folding second-row seat, FLOOR COVERING - Full Carpet Floor Covering, Front and Rear Floor Mats SECURITY / SAFETY - Anti-theft system with alarm and engine immobilizer, Rear Back-up Camera			
1	4035.30.15.0000.0000.1530.0000.0000.47120. E G-DRUG-ST .VEHICLEEXP. .			42000.00

Bill To	Requisition 00009264-00 FY 2026
ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Acct No: 4035.30.15.0000.0000.1530.0000.0000.47120. Review: Buyer: Status: Released Page 5

Vendor	Ship To
DAPHNE AUTOMOTIVE LLC 29732 FREDRICK BLVD DAPHNE, AL 36526 Tel#2513771443	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
03/10/26	300207				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 42000.00

***** Project Ledger Summary Section *****

Account	Amount	Remaining Budget
E G-DRUG-ST .VEHICLEEXP. .	42000.00	.00

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

Account	Amount	Remaining Budget
4035.30.15.0000.0000.1530.0000.0000.47120.	42000.00	

DRUG ENFORCEMENT FUND EXP VEHICLE ACQ (GREATER $5000)

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

Activity	Date	Clerk	Comment
CCancelled	04/27/26	JOHN PAINE	GL Allocation changed
Forward	03/10/26	JAMES BARBER	Automatic Forward to 910519885
Approved	03/11/26	RODNEY GREELEY	R.G.
Approved	03/11/26	BRANDI MONTGOMERY	Auto approved by: 910510512
Approved	03/11/26	WILLIAM JACKSON	Auto approved by: 910510512

Bill To	Requisition 00009264-00 FY 2026
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	4035.30.15.0000.0000.1530.0000.0000.47120.
MOBILE, AL	Review:
36601	Buyer:
vendorinvoices@cityofmobile.org	Status: Released Page 6

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

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
03/10/26	300207				POLICE ADMIN SERVICES

LN	Description / Account			Qty	Unit Price	Net Price
	Approved	03/11/26	MATTHEW GARRETT		Auto approved by: 910510512	
	Approved	03/11/26	WILLIAM REED		Auto approved by: 910510512	
	Forward	04/27/26	JAMES BARBER		Automatic Forward to 910519885	
	Approved	03/11/26	AMBER ADAMS			
	Approved	03/11/26	TRAVIS MARSHALL		Auto approved by: 910518931	
	Approved	03/11/26	SHAUNAGYE SIMMS		Auto approved by: 910518931	
	Queued	04/27/26	RODNEY GREELEY		Auto approved by: 910518931	
	Queued	04/27/26	BRANDI MONTGOMERY		Auto approved by: 910518931	
	Queued	04/27/26	WILLIAM JACKSON		Auto approved by: 910518931	
	Queued	04/27/26	MATTHEW GARRETT		Auto approved by: 910518931	
	Queued	04/27/26	WILLIAM REED		Auto approved by: 910518931	
	Pending		AMBER ADAMS		Auto approved by: 910518931	
	Pending		TRAVIS MARSHALL		Auto approved by: 910518931	
	Pending		SHAUNAGYE SIMMS		Auto approved by: 910518931	
	Pending		DONALD ROSE		Auto approved by: 910518931	
	Pending		SANDRA LEWIS		Auto approved by: 910518931	
	Pending		STEVEN KRONINGER		Auto approved by: 910518931	
	Pending		SAMANTHA COOLEY		Auto approved by: 910518931	
	Pending		JAMES NEESE		Auto approved by: 910518931	
	Pending		PATRICIA KENNEDY-JONES		Auto approved by: 910518931	
	Pending		REBECCA CRUMPLER		Auto approved by: 910518931	
	Pending		ANNE FOLEY		Auto approved by: 910518931	
	Pending		JOHN PAINE		Auto approved by: 910518931	

Authorized By: _____ Date: _____
Signature

BID TABULATION FOR BID #6041

NEW OR SLIGHTLY USED VEHICLES

	Eastern Shore Toyota / Daphne Automotive	**Eastern Shore Hyundai**	**LCM Motorcars**	**Landers McLarty**
Toyota 4 Runner	42,000	46,000	53,250	-
Durango	50,000 Highlander Hybrid	49,000 Grand Highlander	54,350 Durango GT/RT Plus	44,651 Durango GT V8
Palisade	50,000 Palisade XRT PRO	40,080 Palisade	49,500 Palisade XRT	-

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: Bid Delivery Address:

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 delivered F.O.B. Mobile to:
3/31/2026	6041	Public Works	To Be Specified

This bid must be received and stamped by the Purchasing office not later than: 12:01 p.m. Friday, April 17, 2026

QUANTITY	ARTICLES — Bid on this form ONLY. Make no changes on this form. Attach any additional information required to this form.	UNIT	UNIT PRICE Dollars	UNIT PRICE Cents	EXTENSION Dollars	EXTENSION Cents
	NEW OR SLIGHTLY USED VEHICLES					
1 EA	2025 or Newer TOYOTA 4RUNNER as per the following and attached. Make _____ Model _____ Colors _____ Mileage _____ Delivery _____					
1 EA	2025 or Newer DODGE DURANGO GT PLUS AWD HEMI V8 as per the following attached. Make _____ Model _____ Colors _____ Mileage _____ Delivery _____					
1 EA	2025 or Newer HYUNDAI PALISADE XRT as per the following attached. Make _____ Model _____ Colors _____ Mileage _____ Delivery _____					
	Upon award, the City will purchase one each of the above vehicles.					
	State whether the vehicle is in stock or must be ordered.					
	No Red, Tan, or White color units will be acceptable.					
	Include Certificate of Title in your bid price.					
	Page 1 of 3		**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 _____

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 3 State your delivery of each unit bid. The City reserves the right to inspect the unit prior to bid award. The City desires unit to be on the lot or to be delivered within two (2) weeks of the bid opening, however will consider waiting for new unit. All pricing to be delivered FOB Mobile. Vendor shall deliver to City of Mobile Motor Pool. City will not pick up any vehicle, all must be delivered. Vehicle will only be delivered by the vendor to the City of Mobile Motor Pool. All vendors will be required to provide verification of enrollment in the E-Verify program. Additional information may be found at http:// immigration.alabama.gov/ If the successful vendor's principal place of business is out-of-state, vendor may be required to have a Certificate of Authority to do business in the State of Alabama from the Secretary of State prior to issuance of a Purchase Order. Vendors are solely responsible for consulting with the Secretary of State to determine whether a Certificate is required. See: www.sos.alabama.gov/BusinessServices/ForeignCorps.aspx. Please note that the time between application for the issuance of a Certificate of Authority may be several weeks. Upon notification, vendor will have 10 business days to provide the Certificate of Authority and the E-Verify numbers to the Purchasing Department before award can be completed.(Vendors will possibly need to pay the expedite fee to meet this requirement because application is not sufficient. We must have a copy of the certificate with your Company ID number). Vendors do not need a City of Mobile Business License or Certificate of Authority from the Alabama Secretary of State, nor the E-Verify for certification to submit a bid, but will need to obtain the Business License and Certificate of Authority verification and/or provide the E-Verify Certification, if applicable, prior to issuance of a Purchase Order.					
			TOTAL			

RETURN ONE SIGNED COPY OF THIS QUOTATION IN ENCLOSED ENVELOPE

READ ABOVE INSTRUCTIONS BEFORE QUOTING

Firm Name _____

By _____

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 3 of 3 State of Alabama Local Vendor Preference Law 41-16-50 (a) and (d) will apply to this purchase. CONE OF SILENCE. From the time of advertising, and until the final award by completion of a signed contract or purchase document issued by the City, there is a prohibition on communication by respondents (or anyone on their behalf) with the City staff and elected officials regarding this request for bids, proposals, or qualifications. This does not apply to communications directly with the Procurement Department staff during authorized question periods, or with designated City staff during pre-bid conferences, interviews, requests for clarification, and written contract negotiations. Breaking the established prohibition on communication, if proven, may result in a disqualification of your submittal. TO BE AWARDED ON AN ITEM BASIS					
			TOTAL			

RETURN ONE SIGNED COPY OF THIS QUOTATION IN ENCLOSED ENVELOPE

READ ABOVE INSTRUCTIONS BEFORE QUOTING

Firm Name _____

By _____

Bid Specifications for New or Pre-Owned Automobiles

2025 year model ***or newer*** four-door SUV with equipment options as per the following **MINIMUM** specifications unless otherwise noted:

The specs listed below are based on a **2025 Toyota 4Runner SR5.**

ACCEPTABLE COLORS:

Nautical Blue Metallic, Underground, Classic Silver Metallic, Midnight Black Metallic

Local or dealer installations and/or modifications are acceptable. The bidder will list in detail all specifications being bid, a copy of the warranty, and appropriate literature on bid.

MILEAGE – Under 15,000 miles
ENGINE – 2.4L Turbocharged Inline-4 engine
TRANSMISSION – five-speed automatic transmission
DIRVETRAIN – Rear Wheel Drive or Part-time 4WD system with Active Traction Control (A-TRAC)
BRAKES – Disc brakes with ceramic brake pads
STEERING – Power-assisted hydraulic steering
WHEELS – 18" or 20" Metallic or Dark Wheels, no hubcaps
TIRES – Sized to match above wheels.
SPARE TIRE – Compact Spare Tire (*Preferred but optional*)
TOOLS – One wrench and one jack.
AIR CONDITIONING – Dual-zone automatic climate control with air filter
MIRRORS – Standard heated power side mirrors with power glass
LIGHTING – LED Headlights and LED Strip Daytime Running Lights With Auto On/Off Feature, Integrated wide-angle LED Fog lights
KEYS / LOCKS – Push-Button Start, Remote Proximity Keyless Entry
TINTED WINDOWS – Darkest available tint on all windows.
WINDOWS – Power Front Windows with 1-Touch Up/Down
RADIO / MULTIMEDIA – Minimum: Premium Audio with Dynamic Navigation with 8 inch Touchscreen, Apple CarPlay and Android Auto compatible, Integrated Voice Command with Bluetooth
SEATS – standard cloth upholstery and a standard power-adjustable driver's seat with lumbar support, along with a 40/20/40-split reclining and folding second-row seat,
FLOOR COVERING – Full Carpet Floor Covering, Front and Rear Floor Mats
SECURITY / SAFETY – Anti-theft system with alarm and engine immobilizer, Rear Back-up Camera

Bid Specifications for New or Pre-Owned Automobiles

2025-year model ***or newer*** four-door SUV with equipment options as per the following **MINIMUM** specifications unless otherwise noted:

The specs listed below are based on a **2026 Dodge Durango GT Plus AWD Hemi V8

ACCEPTABLE COLORS:

Diamond Black, Destroyer Gray, Green Machine, Night Moves, Red Oxide or Vapor Gray

Local or dealer installations and/or modifications are acceptable. The bidder will list in detail all specifications being bid, a copy of the warranty, and appropriate literature on bid.

MILEAGE – Under 15,000 miles
ENGINE – Minimum: 5.7-liter V8 engine
TRANSMISSION – eight-speed automatic transmission
DIRVETRAIN – All Wheel Drive with 3.09 Rear Axle Ratio
BRAKES – Heavy-Duty 4-Wheel Anti-Lock Brakes, Ready-Alert Braking
STEERING – Electric Power Steering
WHEELS – 20-Inch x 8.0-Inch Satin Carbon Split 5-Spoke Wheels, no hubcaps
TIRES – 265/50R20 BSW All-Season LRR Tires
SPARE TIRE – Compact Spare Tire
TOOLS – One wrench and one jack.
AIR CONDITIONING – A/C with 3-Zone Automatic Temperature Control, Rear A/C with heater
MIRRORS – Standard heated power side mirrors
LIGHTING – Bi-Function LED Projector Headlamps, LED Tail Lamps with Red Accents
KEYS / LOCKS – Push-Button Start, Remote Proximity Keyless Entry
TINTED WINDOWS – Darkest available tint on all windows.
WINDOWS – Power Front Windows with 1-Touch Up/Down
RADIO / MULTIMEDIA – Uconnect® 5 Nav with 10.1-Inch Touch Screen Display, Apple Car Play compatible, GPS Navigation
SEATS – Leather-Trimmed Bucket Seats, 2nd-Row 60 / 40-Fold and Tumble Bench Seat
FLOOR COVERING – Full Carpet Floor Covering, Front and Rear Floor Mats
SECURITY / SAFETY – Anti-theft system with alarm, Rear Back-up Camera, Remote-Start System, Blind-Spot and Cross-Path Detection, ParkSense Front and Rear Park-Assist

Bid Specifications for New or Pre-Owned Automobiles

2025-year model ***or newer*** four-door SUV with equipment options as per the following **MINIMUM** specifications unless otherwise noted:

The specs listed below are based on a **2025 Hyundai Palisade XRT.**

ACCEPTABLE COLORS:
Abyss Black Pearl and Steel Graphite

Local or dealer installations and/or modifications are acceptable. The bidder will list in detail all specifications being bid, a copy of the warranty, and appropriate literature on bid.

MILEAGE – Under 15,000 miles
ENGINE – Minimum: 3.8 Liter V6
TRANSMISSION – Electronically controlled Continuously Variable Transmission (ECVT) with sequential shift mode
DIRVETRAIN – Front-wheel drive (FWD) or all-wheel drive (AWD)
BRAKES – Ventilated front disc brakes
STEERING – Motor-driven power steering (MDPS) system
WHEELS – 20" Metallic or Dark Wheels, no hubcaps
TIRES – Sized to match above wheels.
SPARE TIRE – Compact Spare Tire (*Preferred but optional*)
TOOLS – One wrench and one jack.
AIR CONDITIONING – Dual-zone automatic climate control with air filter
MIRRORS – Auto dimming side mirrors with indicators and auto dimming rearview mirror
LIGHTING – BI-LED Headlights and LED Daytime Running Lights With Auto On/Off Feature
KEYS / LOCKS – Push-Button Start, Remote Proximity Keyless Entry
TINTED WINDOWS – Darkest available tint on all windows.
WINDOWS – Power Front Windows with 1-Touch Up/Down
RADIO / MULTIMEDIA – Minimum: Premium Audio With Navigation with 12.3 inch Touchscreen, Apple CarPlay and Android Auto compatible, Integrated Voice Command with Bluetooth or USB
SEATS – Black H-Tex® trimmed seats
FLOOR COVERING – Full Carpet Floor Covering, Front and Rear Floor Mats
SECURITY / SAFETY – Anti-theft system with alarm and engine immobilizer, Rear Back-up Camera

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 emailed 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.

Please read the Terms and Conditions.

All bids are F.O.B. destination unless otherwise stated.

Please sign your bid.

Package/Bid Delivery Address (Request First Delivery):
Purchasing Department
205 Government St., RM S408
Mobile, AL 36644

CAPITAL CONTRACT SUMMARY SHEET

AGENDA ITEM SUMMARY SHEET

Agenda of: May 5, 2026

Submitted by:
John Paine, Purchasing Agent

Sponsored by:
Spiro Cheriogotis, Mayor

Purpose and Scope of Project:
To approve issuance of purchase order to Ecosouth Services of Mobile LLC to repair and refurbish recycling compactors.

Amount of Contract:
$26,015.00

Funding Source
General fund.

ATTACHMENTS:
1. 20260429 Ecosouth Agenda Package POs

REVIEWERS:
Donald Rose
James Barber

AGENDA ITEM SUMMARY SHEET

Print Page | Reset

Agenda of: 5 May 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 Ecosouth Services of Mobile LLC

PURPOSE & SCOPE OF PROJECT:
To approve issuance of purchase order to Ecosouth Services of Mobile LLC to repair and refurbish recycling compactors.
General fund

RESOLUTION ☒ ORDINANCE ☐ OTHER ☐

AMOUNT OF CONTRACT: $26,015.00

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.

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
11113	2026	(2086G) LITTER AND RECYCLING	REPAIR AND REFURBISH RECYCLING COMPACTORS (PRICE BELOW BID REQUIREMENT)	$26,015.00	(297229) ECOSOUTH SERVICES OF MOBILE LLC

Adopted:

_____
City Clerk

Bill To	Requisition 00011113-00 FY 2026
ACCOUNTS PAYABLE	
P O BOX 389	Acct No: 1000.40.20.2070.2086.2070.0000.0000.42150.
MOBILE, AL 36601	Review:
vendorinvoices@cityofmobile.org	Buyer:
	Status: Approved Page 1

Vendor
ECOSOUTH SERVICES OF MOBILE LLC
2010 W I-65 SERVICE RD S
SUITE C

MOBILE, AL 36693

Tel#251-504-3946

Ship To
PUB WORKS-R.O.W. MAINTENANCE
770 GAYLE STREET
BEFORE 2:30 PM
MOBILE, AL 36604

Deliver To
PUB WORKS-R.O.W. MAINTENANCE
770 GAYLE STREET
BEFORE 2:30 PM
MOBILE, AL 36604

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
04/17/26	297229				LITTER AND RECYCLING

LN	Description / Account	Qty	Unit Price	Net Price
001	WESTERN ADMINISTRATIVE COMPLEX 9 YEAR OLD WQ245TP REPLACE / REPAIR BLADE SHOES AND TRACKS TIGHTEN GAPS BETWEEN WIPER AND PACKER BLADES AS NEEDED UPON COMPLETION OF SHOE/TRACK REPAIR REPAIR PACKING BLADE AS NEEDED CHAINGE OIL, ALL HOSES (EXCLUDING ANY RECENTLY REPLACED), AND FILTERS/STRAINERS SEVERAL ANCHOR BOLTS ARE EITHER LOOSE OR THE CONCRETE IS SIGNIFICANTLY DAMAGED. TO PROPERLY RE-ANCHOR, WE WILL NEED TO WITHER REPOSITION THE MACHINE OR REMOVE THE UNIT AND HAVE SITRE REPAIR THE CONCRETE. THIS WILL REQUIRE RELOCATING GUIDE RAILS UPON REINSTALLATION ADJUST DOORS AND LATCHES AS NEEDED PERFORMING ONSITE REPAIRS AS LISTED ABOVE: LABOR $4465.00 PARTS $2750.00 FORKLIFT RENTAL $3500.00 PAINT COMPACTOR $950.00 CYLINDER REBUILD (INCLUDES REMOVAL AND INSTALLATION $1900.00	1.00 EACH	13565.00000	13565.00
1	1000.40.20.2070.2086.2070.0000.0000.42150.			13565.00

Bill To	Requisition 00011113-00 FY 2026
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	1000.40.20.2070.2086.2070.0000.0000.42150.
MOBILE, AL	Review:
36601	Buyer:
vendorinvoices@cityofmobile.org	Status: Approved Page 2

Vendor
ECOSOUTH SERVICES OF MOBILE LLC
2010 W I-65 SERVICE RD S
SUITE C

MOBILE, AL 36693

Tel#251-504-3946

Ship To
PUB WORKS-R.O.W. MAINTENANCE
770 GAYLE STREET
BEFORE 2:30 PM
MOBILE, AL 36604

Deliver To
PUB WORKS-R.O.W. MAINTENANCE
770 GAYLE STREET
BEFORE 2:30 PM
MOBILE, AL 36604

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
04/17/26	297229				LITTER AND RECYCLING

LN	Description / Account	Qty	Unit Price	Net Price
	Ship To PUB WORKS-R.O.W. MAINTENANCE 770 GAYLE STREET BEFORE 2:30 PM MOBILE, AL 36604 Deliver To PUB WORKS-R.O.W. MAINTENANCE 770 GAYLE STREET BEFORE 2:30 PM MOBILE, AL 36604			
002	PINEHILL RECYCLING CENTER 9 YEAR OLD WQ245TP REPLACE/REPAIR BLADE SHOES AND TRACKS TIGHTEN GAPS BETWEEN WIPER AND PACKER BLADES AS NEEDED UPON COMPLETION OF SHOE/TRACK REPAIRS REPAIR PACKING BLADE AS NEEDED CHANGE OIL, ALL HOSES (EXCLUDING ANY RECENTLY REPLACED), AS FILTERS/STRAINERS ANCHORS APPEAR TO BE IN GOOD CONDITION ADJUST DOORS AND LATCHES AS NEEDED PERFORMING ONSITE REPAIRS AS LISTED ABOVE: LABOR $3800.00 PARTS $2300.00 FORKLIFT RENTAL $3500.00 PAINT COMPACTOR $950.00 CYLINDER REBUILD (INCLUDES REMOVAL AND INSTALLATION $1900.00	1.00 EACH	12450.00000	12450.00

Bill To	Requisition 00011113-00 FY 2026
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	1000.40.20.2070.2086.2070.0000.0000.42150.
MOBILE, AL	Review:
36601	Buyer:
vendorinvoices@cityofmobile.org	Status: Approved Page 3

Vendor
ECOSOUTH SERVICES OF MOBILE LLC
2010 W I-65 SERVICE RD S
SUITE C

MOBILE, AL 36693

Tel#251-504-3946

Ship To
PUB WORKS-R.O.W. MAINTENANCE
770 GAYLE STREET
BEFORE 2:30 PM
MOBILE, AL 36604

Deliver To
PUB WORKS-R.O.W. MAINTENANCE
770 GAYLE STREET
BEFORE 2:30 PM
MOBILE, AL 36604

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
04/17/26	297229				LITTER AND RECYCLING

LN	Description / Account	Qty	Unit Price	Net Price
1	1000.40.20.2070.2086.2070.0000.0000.42150.			12450.00

Ship To
PUB WORKS-R.O.W. MAINTENANCE
770 GAYLE STREET
BEFORE 2:30 PM
MOBILE, AL 36604

Deliver To
PUB WORKS-R.O.W. MAINTENANCE
770 GAYLE STREET
BEFORE 2:30 PM
MOBILE, AL 36604

Requisition Link

Requisition Total 26015.00

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

Account	Amount	Remaining Budget
1000.40.20.2070.2086.2070.0000.0000.42150.	26015.00	1368660.66
PUBLIC SERVICE MAINTENANCE EXP MAINTENANCE & REPAIRS		

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

Activity	Date	Clerk	Comment
Approved	04/20/26	MATTHEW ANDERSON	Auto approved by: 910518244
Approved	04/20/26	SHONNDA SMITH	
Approved	04/20/26	CHERI BOUCHER	Auto approved by: 910518244
Approved	04/28/26	DONALD ROSE	Auto approved by: 9105paij
Approved	04/28/26	SANDRA LEWIS	Auto approved by: 9105paij

Bill To	Requisition 00011113-00 FY 2026
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	1000.40.20.2070.2086.2070.0000.0000.42150.
MOBILE, AL	Review:
36601	Buyer:
vendorinvoices@cityofmobile.org	Status: Approved Page 4

Vendor	Ship To
ECOSOUTH SERVICES OF MOBILE LLC	PUB WORKS-R.O.W. MAINTENANCE
2010 W I-65 SERVICE RD S	770 GAYLE STREET
SUITE C	BEFORE 2:30 PM
	MOBILE, AL 36604
MOBILE, AL 36693	
Tel#251-504-3946	
	Deliver To
	PUB WORKS-R.O.W. MAINTENANCE
	770 GAYLE STREET
	BEFORE 2:30 PM
	MOBILE, AL 36604

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
04/17/26	297229				LITTER AND RECYCLING

LN	Description / Account			Qty	Unit Price	Net Price
	Approved	04/28/26	STEVEN KRONINGER		Auto approved by: 9105paij	
	Approved	04/28/26	SAMANTHA COOLEY		Auto approved by: 9105paij	
	Approved	04/28/26	JAMES NEESE		Auto approved by: 9105paij	
	Approved	04/28/26	PATRICIA KENNEDY-JONES		Auto approved by: 9105paij	
	Approved	04/28/26	REBECCA CRUMPLER		Auto approved by: 9105paij	
	Approved	04/28/26	ANNE FOLEY		Auto approved by: 9105paij	
	Approved	04/28/26	JOHN PAINE			

Authorized By: _____ Date: _____
Signature



CAPITAL CONTRACT SUMMARY SHEET

AGENDA ITEM SUMMARY SHEET

Agenda of: May 5, 2026

Submitted by:
John Paine, Purchasing Agent

Sponsored by:
Spiro Cheriogotis, Mayor

Purpose and Scope of Project:
To approve issuance of purchase order to Granicus LLC for one-year subscription to Granicus short-term-rental Activity-Monitoring and Noncompliant-Property-Outreach software products for Revenue Department.

Amount of Contract:
$36,330.65

Funding Source
General fund

ATTACHMENTS:
1. 20260424 Granicus Agenda Package POs

REVIEWERS:
Donald Rose
James Barber

AGENDA ITEM SUMMARY SHEET

Print Page | Reset

Agenda of: 5 May 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 Granicus LLC

PURPOSE & SCOPE OF PROJECT:

To approve issuance of purchase order to Granicus LLC for one-year subscription to Granicus short-term-rental Activity-Monitoring and Noncompliant-Property-Outreach software products for Revenue Department. General fund.

RESOLUTION ☒ ORDINANCE ☐ OTHER ☐

AMOUNT OF CONTRACT: $36,330.65

FUNDING SOURCE:

Budget Item: See Requisition Discretionary Funds: _____

Budget amendment: REDUCE ☐ INCREASED ☐

Grant funds: _____ Matching funds: _____

Associated Costs:

Current year (itemize)
Type: _____ Amount: _____

Future years
Year: _____ Amount: _____

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

Effective date of contract: On issuance to vendor.

Renewal date of contract (if applicable): _____

If not bid, state reason: Bid exempt as software, Omnia 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
11385	2026	(2500) FINANCE ADMINISTRATION	ONE-YEAR SUBSCRIPTION TO GRANICUS SHORT-TERM-RENTAL RENTAL-ACTIVITY-MONITORING AND NONCOMPLIANT-PROPERTY OUTREACH SOFTWARE PRODUCTS FOR REVENUE DEPARTMENT (BD EXEMPT AS SOFTWARE, OMNIA COOPERATIVE PURCHASING AGREEMENT, NOT ON STATE CONTRACT)	$36,330.65	(295426) GRANICUS LLC

Adopted:

_____
City Clerk

Bill To	Requisition 00011385-00 FY 2026
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	1000.60.25.2500.2500.2500.0000.0000.42115.
MOBILE, AL	Review:
36601	Buyer: 9105fola
vendorinvoices@cityofmobile.org	Status: Approved Page 1

Vendor	Ship To
GRANICUS LLC	REVENUE
408 ST PETER ST	205 GOVERNMENT STREET
SUITE 600	2ND FLR S TOWER ROOM 243
	MOBILE, AL 36644
SAINT PAUL, MN 55102	
Tel#651-726-7309	
Fax 651-665-0943	
	Deliver To
	FINANCE ADMINISTRATION
	205 GOVERNMENT STREET
	4TH FLR S TOWER ROOM 451
	MOBILE, AL 36644

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
04/23/26	295426				FINANCE ADMINISTRATION

LN	Description / Account	Qty	Unit Price	Net Price
	General Notes			
	PER OMNIA CONTRACT #159768 AND YOUR QUOTE #Q-504451.			
	STATE OF ALABAMA CODE #41-16-51(a)(8) SOFTWARE EXEMPTION.			
	EMAIL PO TO: MIKE.BOZICH@GRANICUS.COM			
001	GRANICUS GIS PROCUREMENT VEHICLE: OMNIA (159768) - REVENUE; COMPLIANCE MONITORING - SETUP AND CONFIGURATION; COMPLIANCE MONITORING - ONLINE TRAINING; CUSTOM API INTEGRATION - SETUP AND CONFIGURATION; CUSTOM API INTEGRATION - ONLINE TRAINING; RENTAL ACTIVITY MONITORING LITE - SETUP AND CONFIGURATION; RENTAL ACTIVITY MONITORING LITE - ONLINE TRAINING; COMPLIANCE OUTREACH; CUSTOM API INTEGRATION; RENTAL ACTIVITY DATA (SUBJECT TO DISCOUNT)	1.00 EACH	36330.65000	36330.65
	Additional Description Notes			
	ORDER DETAILS Prepared By: Mike Bozich Email: mike.bozich@granicus.com Order #: Q-504451			

Bill To	Requisition 00011385-00 FY 2026
ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Acct No: 1000.60.25.2500.2500.2500.0000.0000.42115. Review: Buyer: 9105fola Status: Approved Page 2

Vendor	Ship To
GRANICUS LLC 408 ST PETER ST SUITE 600 SAINT PAUL, MN 55102 Tel#651-726-7309 Fax 651-665-0943	REVENUE 205 GOVERNMENT STREET 2ND FLR S TOWER ROOM 243 MOBILE, AL 36644 Deliver To FINANCE ADMINISTRATION 205 GOVERNMENT STREET 4TH FLR S TOWER ROOM 451 MOBILE, AL 36644

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
04/23/26	295426				FINANCE ADMINISTRATION

LN	Description / Account	Qty	Unit Price	Net Price
	Prepared On: 22 Apr 2026 Expires On: 30 Apr 2026			
	ORDER TERMS Currency: USD Payment Terms: Net 30 (Payments for subscriptions are due at the beginning of the period of performance.) Period of Performance: The term of the Agreement will commence on the date this document is signed and will continue for 12 months.			
	COMPLIANCE MONITORING - SETUP AND CONFIGURATION - UP FRONT QUANTITY/UNIT 1 EACH			
	COMPLIANCE MONITORING - ONLINE TRAINING - UP FRONT QUANTITY/UNIT 1 EACH			
	CUSTOM API INTEGRATION - SETUP AND CONFIGURATION - UP FRONT QUANTITY/UNIT 1 EACH			
	CUSTOM API INTEGRATION - ONINE TRAINING - UP FRONT QUANTITY/UNIT 1 EACH			
	RENTAL ACTIVITY MONITORING LITE - SETUP AND CONFIGURATION - UP FRONT QUANTITY/UNIT 1 EACH			
	RENTAL ACTIVITY MONITORING LITE - ONLINE TRAINING - UP FRONT QUANTITY/UNIT 1 EACH			
	COMPLIANCE OUTREACH - ANNUAL QUANTITY/UNIT 1 EACH			
	CUSTOM API INTEGRATION - ANNUAL QUANTITY/UNIT 1 EACH			

Bill To	Requisition 00011385-00 FY 2026
ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Acct No: 1000.60.25.2500.2500.2500.0000.0000.42115. Review: Buyer: 9105fola Status: Approved Page 3

Vendor
GRANICUS LLC
408 ST PETER ST
SUITE 600

SAINT PAUL, MN 55102

Tel#651-726-7309
Fax 651-665-0943

Ship To
REVENUE
205 GOVERNMENT STREET
2ND FLR S TOWER ROOM 243
MOBILE, AL 36644

Deliver To
FINANCE ADMINISTRATION
205 GOVERNMENT STREET
4TH FLR S TOWER ROOM 451
MOBILE, AL 36644

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
04/23/26	295426				FINANCE ADMINISTRATION

LN	Description / Account	Qty	Unit Price	Net Price
	RENTAL ACTIVITY DATA (SUBJECT TO DISCOUNT) - ANNUAL QUANTITY/UNIT	1	EACH	
	PO # REQUIRED ON INVOICE.			
1	1000.60.25.2500.2500.2500.0000.0000.42115.			36330.65

Ship To
REVENUE
205 GOVERNMENT STREET
2ND FLR S TOWER ROOM 243
MOBILE, AL 36644

Deliver To
FINANCE ADMINISTRATION
205 GOVERNMENT STREET
4TH FLR S TOWER ROOM 451
MOBILE, AL 36644

Requisition Link

Requisition Total 36330.65

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

Account	Amount	Remaining Budget
1000.60.25.2500.2500.2500.0000.0000.42115.	36330.65	202038.32
FINANCE ADMINISTRATION EXP SOFTWARE COSTS		

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

Activity	Date	Clerk	Comment
Approved	04/24/26	DONALD ROSE	Auto approved by: 9105fola
Approved	04/24/26	SANDRA LEWIS	Auto approved by: 9105fola

Bill To	Requisition 00011385-00 FY 2026
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	1000.60.25.2500.2500.2500.0000.0000.42115.
MOBILE, AL	Review:
36601	Buyer: 9105fola
vendorinvoices@cityofmobile.org	Status: Approved Page 4

Vendor	Ship To
GRANICUS LLC	REVENUE
408 ST PETER ST	205 GOVERNMENT STREET
SUITE 600	2ND FLR S TOWER ROOM 243
	MOBILE, AL 36644
SAINT PAUL, MN 55102	
Tel#651-726-7309	
Fax 651-665-0943	
	Deliver To
	FINANCE ADMINISTRATION
	205 GOVERNMENT STREET
	4TH FLR S TOWER ROOM 451
	MOBILE, AL 36644

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
04/23/26	295426				FINANCE ADMINISTRATION

LN	Description / Account			Qty	Unit Price	Net Price
	Approved	04/24/26	STEVEN KRONINGER		Auto approved by: 9105fola	
	Approved	04/24/26	SAMANTHA COOLEY		Auto approved by: 9105fola	
	Approved	04/24/26	JAMES NEESE		Auto approved by: 9105fola	
	Approved	04/24/26	PATRICIA KENNEDY-JONES		Auto approved by: 9105fola	
	Approved	04/24/26	REBECCA CRUMPLER		Auto approved by: 9105fola	
	Approved	04/24/26	ANNE FOLEY			
	Approved	04/24/26	JOHN PAINE		Auto approved by: 9105fola	

Authorized By: _____ Date: _____
Signature

OMNIA PARTNERS

Industries | Solutions | About Us | Resources & Events | Get Started | OPUS Log In

Granicus

IT & Technology Services

Granicus is the leading provider of citizen engagement technologies and services for the public sector, bringing governments closer to the people they serve with the first-and-only Civic Engagement Platform. Available through our a cooperative contract with OMNIA Partners, the platform brings together website management, digital communications, 311 service requests, online transactions, and meeting transparency to connect governments and their communities.

Granicus works with more than 4,500 government organizations and connects more than 250 million people in the largest Citizen Subscriber Network of its kind.

Click Your Industry

Education | Government

Nonprofit

Public Sector

- K-12 Education
- Higher Education
- State & Local Government

Granicus helps public agencies modernize their online services, web presence, and communications strategies. Available through OMNIA Partners, Granicus offers seamless digital solutions that help government actively reach, inform, and engage citizens on the government's first unified civic engagement platform.

- **Software and SaaS Solutions**
  Region 14 ESC - TX | 159768

VIEW CONTRACT DOCUMENTATION

CONTACT US



Granicus Contract Documentation

U.S. Communities, National IPA, & NCPA are wholly-owned subsidiaries of OMNIA Partners, dba OMNIA Partners, Public Sector. All public sector participants already registered with National IPA, U.S. Communities, or NCPA continue to have access to all contracts, with certain exceptions, in the portfolio and do not need to re-register to use a legacy National IPA, legacy U.S. Communities, legacy NCPA, or new OMNIA Partners contract. U.S. Communities, National IPA, and NCPA remain separate legal entities and lead agency contracts completed under each brand are effective and available for use through the contract's approved term. In the event we believe re-registration is necessary for any reason, OMNIA Partners will let you know.

Software and SaaS Solutions

Region 14 ESC - TX
Contract Number: 159768

Initial Term: December 8, 2025 through September 30, 2028
Renewal Options: Option to renew for two (2) additional one-year periods September 30, 2030

Executive Summary & Overview

- Executive Summary
- Pricing
- AZ Due Diligence

Master Agreement Documents

- Official Signed Master Agreement
- Official Signed Contract SSA and SLA

Evaluation & Award Documents

- Contract Award Letter
- Evaluation Documents
- Supplier Response to RFP

Solicitation Process

- Original Request for Proposal
- RFP Questions and Answers
- RFP Receipt List
- Proof of Publication

BECOME A MEMBER

Privacy Policy | Terms of Use | Do Not Sell/Share My Personal Information

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. 2023-135, the Department has reviewed the competitive bidding process used by Omnia Partners Public Sector ("Omnia"), a national purchasing cooperative, for the contracts awarded as of the date of this letter. With the exception of the contracts referenced below, the Department did not identify any matters that were contrary to proper purchasing procedures or routine governmental procurement practices. Each contract was awarded by various governmental entities pursuant to the competitive bid laws in the state of the awarding authority.

Based on the Department's review, the competitive bid process used by Omnia 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. **Please note, "dynamic pricing" contracts, including but not limited to, awarded Contracts MA3457 and R-TC-17006, are specifically excluded from this approval.**

Prior to utilizing Omnia, 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 Omnia, its awarding authorities, or its awarded vendors are allowing Alabama governmental entities to make unauthorized purchases or other unlawful business transactions, Omnia'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: May 5, 2026

Submitted by:
John Paine, Purchasing Agent

Sponsored by:
Spiro Cheriogotis, Mayor

Purpose and Scope of Project:
To approve issuance of purchase order to Gulf Coast Truck & Equipment Co Inc for engine replacement for 2019 Pierce Enforcer fire pumper truck.

Amount of Contract:
$64,969.66

Funding Source
General fund

ATTACHMENTS:
1. 20260427 Gulf Agenda Package POs

REVIEWERS:
Donald Rose
James Barber

AGENDA ITEM SUMMARY SHEET

Print Page | Reset

Agenda of: 5 May 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 Gulf Coast Truck & Equipment Co Inc

PURPOSE & SCOPE OF PROJECT:
To approve issuance of purchase order to Gulf Coast Truck & Equipment Co Inc for engine replacement for 2019 Pierce Enforcer fire pumper truck.
General fund

RESOLUTION ☒ ORDINANCE ☐ OTHER ☐

AMOUNT OF CONTRACT: $64,969.66

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: Sealed bid 6043

How many bidders received bid packages (if applicable): 8+ web

How many bidders submitted bids (if applicable): 4

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
10927	2026	(1510) FIRE ADMINISTRATION	ENGINE REPLACEMENT FOR 2019 PIERCE ENFORCER FIRE PUMPER TRUCK (SEALED BID 6043)	$64,969.66	(77800) GULF COAST TRUCK & EQUIPMENT CO INC

Adopted:

_____
City Clerk

Bill To	Requisition 00010927-00 FY 2026
ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Acct No: 1000.30.15.1510.1510.1510.0000.0000.45050. Review: Buyer: 9105paij Status: Approved Page 1

Vendor	Ship To
GULF COAST TRUCK & EQUIPMENT CO INC P O BOX 6267 MOBILE, AL 36660 Tel#251-476-2744 Fax 251-478-5919	FIRE CENTRAL SUPPLY 2851 OLD SHELL ROAD MOBILE, AL 36607 RICHARDSONV@CITYOFMOBILE.GOV 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
04/14/26	077800				FIRE ADMINISTRATION

LN	Description / Account	Qty	Unit Price	Net Price
	General Notes --- NO FIREFIGHTER, DRIVER, CAPTAIN, DISTRICT CHIEF, CHIEF OF DEPARTMENT, FIRE MECHANIC OR GARAGE SUPERVISOR, HAS THE AUTHORITY OR PERMISSION TO CHANGE THE TERMS OF THIS PURCHASE NOR TO INCURE ANY ADDITIONAL COSTS TO THE CITY OF MOBILE. ANY ADDITIONAL WORK, EQUIPMENT OR CHANGES THAT INCUR ADDITIONAL COST OR EXPENSE TO THE CITY OF MOBILE AND DONE WITHOUT THE PRIOR WRITTEN PERMISSION OF THE PURCHASING AGENT IS DONE SO AT THE EXPENSE OF THE VENDOR. THE ONLY PERSON ALLOWED TO SIGN TITLE WORK IS THE PURCHASING AGENT OF THE CITY OF MOBILE. VENDOR IS TO PICKK UP THE TRUCK FROM TEH CITY OF MOBILE AND RETURN THE TRUCK UNDER IT'S OWN POWER TO THE CITY OF MOBILE ADDITIONAL WORK MUST BE APPROVED IN WRITING PRIOR TO THE ADDITIONAL WORK BEING DONE. WORK DONE WITHOUT THE PRIOR APPROVAL WILL NOT BE PROCESSED FOR PAYMENT. AS PER CITY OF MOBILE BID #6043 AND YOUR QUOTE # QR8816 DATED 4-21-2026			
001	VENDOR TO REPLACE EXISTING CUMMINS L9 ENGINE IN CITY OF MOBILE ASSET 375862 AKA E-18 WIT A TOTALLY NEW CUMMINS L9 DIESEL ENGINE. VENDOR TO PICK TRUCK UP FROM CITY TRAINING FACILITY AND RETURN THE TRUCK UNDR IT'S OWN POWER TO THE CITY OF MOBILE VENDOR TO FURNISH CITY OF MOBILE WITH THE SERIAL NUMBER OF THE NEW ENGINE AS SOON	1.00 EACH	64969.66000	64969.66

Bill To	Requisition 00010927-00 FY 2026
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	1000.30.15.1510.1510.1510.0000.0000.45050.
MOBILE, AL	Review:
36601	Buyer: 9105paij
vendorinvoices@cityofmobile.org	Status: Approved Page 2

Vendor	Ship To
GULF COAST TRUCK & EQUIPMENT CO INC	FIRE CENTRAL SUPPLY
P O BOX 6267	2851 OLD SHELL ROAD
	MOBILE, AL 36607
MOBILE, AL 36660	RICHARDSONV@CITYOFMOBILE.GOV
Tel#251-476-2744	Delivery Reference
Fax 251-478-5919	VICTORIA RICHARDSON
	Deliver To
	FIRE CENTRAL SUPPLY
	2851 OLD SHELL ROAD
	MOBILE, AL 36607

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
04/14/26	077800				FIRE ADMINISTRATION

LN	Description / Account	Qty	Unit Price	Net Price
	AS THE NUMBER IS DETERMINED AS PER CITY OF MOBILE BID #6043 AND YOUR QUOTE #QR8816 DATED 4-21-2026 Vendor Item			
1	1000.30.15.1510.1510.1510.0000.0000.45050.			64969.66

Ship To
FIRE CENTRAL SUPPLY
2851 OLD SHELL ROAD
MOBILE, AL 36607
Delivery Reference
VICTORIA RICHARDSON

Deliver To
FIRE CENTRAL SUPPLY
2851 OLD SHELL ROAD
MOBILE, AL 36607

Requisition Link

Requisition Total 64969.66

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

Account	Amount	Remaining Budget
1000.30.15.1510.1510.1510.0000.0000.45050.	64969.66	1990746.47
FIRE ADMINISTRATION EXP REPAIR PARTS		

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

Activity	Date	Clerk	Comment
CCancelled	04/27/26	JOHN PAINE	GL Allocation changed

Bill To	Requisition 00010927-00 FY 2026
ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Acct No: 1000.30.15.1510.1510.1510.0000.0000.45050. Review: Buyer: 9105paij Status: Approved Page 3

Vendor	Ship To
GULF COAST TRUCK & EQUIPMENT CO INC P O BOX 6267 MOBILE, AL 36660 Tel#251-476-2744 Fax 251-478-5919	FIRE CENTRAL SUPPLY 2851 OLD SHELL ROAD MOBILE, AL 36607 RICHARDSONV@CITYOFMOBILE.GOV 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
04/14/26	077800				FIRE ADMINISTRATION

LN	Description / Account			Qty	Unit Price	Net Price
	Approved	04/27/26	DONALD ROSE		Auto approved by: 9105paij	
	Approved	04/27/26	SANDRA LEWIS		Auto approved by: 9105paij	
	Approved	04/27/26	STEVEN KRONINGER		Auto approved by: 9105paij	
	Approved	04/27/26	SAMANTHA COOLEY		Auto approved by: 9105paij	
	Approved	04/27/26	JAMES NEESE		Auto approved by: 9105paij	
	Approved	04/27/26	PATRICIA KENNEDY-JONES		Auto approved by: 9105paij	
	Approved	04/27/26	REBECCA CRUMPLER		Auto approved by: 9105paij	
	Approved	04/27/26	ANNE FOLEY		Auto approved by: 9105paij	
	Approved	04/27/26	JOHN PAINE			

Authorized By: _____ Date: _____
Signature

BID TABULATION FOR BID #6043

REPLACEMENT OF EXISTING CUMMINS L9 ENGINE

IN 2019 PIERCE FIRE PUMPER

GULF COAST TRUCK & EQUIPMENT	64,969.66
EMERGENCY EQUIPMENT PROFESSIONALS	65,376.12
EMPIRE TRUCK SALES	74,462.87
CUMMINS INC	75,171.74

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: sy 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:
04/15/2026	6043	GARAGE	TO BE SPECIFIED

This bid must be received and stamped by the Purchasing office not later than: 12:01 P.M., FRIDAY, APRIL 24, 2026

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.					

REPLACEMENT OF EXISTING CUMMINS L9 ENGINE IN 2019 PIERCE FIRE PUMPER

Vendor to Replace Existing Cummins L9 Engine with a New Complete Drop-in Cummins Complete L9 Engine.

Vehicle is currently at City of Mobile Fire Training Center on Owens Street in Mobile.

To view Apparatus, contact Jason Browne at 251-288-7501.

Vendor will need to tow Pumper to Repair Shop.

Vendor will pick Truck up from City of Mobile Fire Training Center at 860 Owens Street, Mobile, AL 36604.

Vendor will deliver Apparatus under its own power back to the City.

Vendor will follow Cummins break-in procedures and shall document the break-in.

TOTAL

RETURN ONE SIGNED COPY OF THIS BID IN ENCLOSED ENVELOPE

Phone Number _____

Email Address _____

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

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

Firm Name _____

Signature _____

Type or Print Name _____

1. All quotations must be signed with the firm name and by an authorized officer or employee.

2. Verify your bid before submission as it cannot be changed or corrected after being opened. In case of error in extension of prices, the unit price will govern.

3. If you do not bid, return this sheet and state reason. Otherwise, your name may be removed from our mailing list.

4. The right is reserved to reject any, or all quotations, or any portions thereof, and to waive technicalities if deemed to be in the interest of the City of Mobile.

5. This bid shall not be reassignable except by written approval of the Purchasing Agent of the City of Mobile.

6. State brand and model number of each item. All items bid must be new and latest model unless otherwise specified.

7. If bid results are desired, enclose a self-addressed and stamped envelope with your bid. (All or None bids only)

8. Do not include Federal Excise Tax as an exemption certificate will be issued in lieu of same. The City is exempt from the State of Alabama and City sales taxes.

9. PRICES ARE TO BE FIRM AND F.O.B. DESTINATION UNLESS OTHERWISE REQUESTED.

10. BID WILL BE AWARDED ON ALL OR NONE BASIS UNLESS OTHERWISE STATED.

11. Bids received after specified time will be returned un-opened.

12. Failure to observe stated instructions and conditions will constitute grounds for rejection of your bid.

13. Furnish literature, specifications, drawings, photographs, etc., as applicable with the items bid.

14. Vendor may be required to obtain City of Mobile Business License as applicable to City of Mobile Municipal Code Section 34-50. For Business License inquiry, contact the Revenue Department at (251) 208-7462 or cityofmobile.org/business-license-overview/

15. **IF** a bid bond is required in the published specifications, see below:
    Each bid shall be accompanied by a **Cashier's Check, Certified Check, Bank Draft** or **Bid Bond** for the sum of five (5) Percent of the amount bid, made payable to the City of Mobile and certified by a reputable banking institution. All checks shall be returned promptly, except the check of the successful bidder, which shall be returned after fulfilling the bid.

16. Contracts in excess of $50,000 require that the successful bidder make every possible effort to have at least fifteen (15) percent of the total value of the contract performed by socially and economically disadvantaged individuals.

17. All bids/bid envelopes must have the bid number noted on the front. Bids that arrive unmarked and are opened in error shall be returned to vendor as an unacceptable bid.

18. If successful vendor's principal place of business is out-of-state, vendor may be required to have a Certificate of Authority to do business in the State of Alabama from the Alabama Secretary of State prior to issuance of a Purchase Order. Vendors are solely responsible for consulting with the Secretary of State to determine whether a Certificate is required. See www.sos.alabama.gov/BusinessServices/ForeignCorps.aspx . Please note that the time between application for and issuance of a Certificate of Authority may be several weeks.

19. Vendors do not need a City of Mobile Business License or Certificate of Authority from the Alabama Secretary of State to submit a bid, but may need to obtain the Business License and Certificate of Authority if applicable, prior to issuance of a Purchase Order.

20. Bids and addendums are posted at www.cityofmobile.org/services/business/bids/. It is the responsibility of the vendor to check the City's bid page for updates and addendums.

21. Vendors must be able to provide the following upon request. Federal W-9 form, proof of registration in the E-Verify program, and Certificate of Authority to do business in Alabama/Registration with the Alabama Secretary of State within 24 hours of request.

22. City of Mobile applies local vendor preference to all purchases: Code of 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.

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

City will have full access to Vendor's shop to view the Replacement process.

Business License Required (See Instruction #14).

All vendors will be required to provide verification of enrollment in the E-Verify program. Additional information may be found at **http://immigration.alabama.gov/**

If the successful vendor's principal place of business is out-of-state, vendor may be required to have a Certificate of Authority to do business in the State of Alabama from the Secretary of State prior to issuance of a Purchase Order.

Vendors are solely responsible for consulting with the Secretary of State to determine whether a Certificate is required. See: www.sos.alabama.gov/BusinessServices/ForeignCorps.aspx. Please note that the time between application for the issuance of a Certificate of Authority may be several weeks.

Upon notification, vendor will have 10 business days to provide the Certificate of Authority and the E-Verify numbers to the Purchasing Department before award can be completed. (Vendors will possibly need to pay the expedite fee to meet this requirement because application is not sufficient. We must have a copy of the certificate with your Company ID number).

Vendors do not need a City of Mobile Business License or Certificateof Authority from the Alabama Secretary of State, nor the E-Verify for certification to submit a bid, but will need to obtain the Business License and Certificate of Authority verification and/or provide the E-Verify Certification, if applicable, prior to issuance of a Purchase Order.

State of Alabama Local Vendor Preference Law 41-16-50 (a) and (d) will apply to this purchase.

This Bid is for only the work that is specified and listed in this bid package. No additional work will be allowed without written instructions and permission of the Purchasing Agent of the City of Mobile.

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.

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 3 of 3

Any questions or problems, contact the City of Mobile Purchasing Department at 251-208-7434 or purchasing@cityofmobile.org..

No employee of the City, mechanic, mechanic supervisor, firefighter, captain, chief, fire mechanic, fire mechanic supervisor has the authority or permission to authorize any additional work or service that increases the cost of the purchase order. Only the Purchasing Agent can authorize any additional work or additional expense to the City of Mobile.

All Changes must be done in writing and can only be issued by the Purchasing Agent.

The successful vendor shall provide the serial number of new replacement engine as soon as possible after award and prior to beginning installation.

Time to Complete Replacement of Engine and Associated Parts may be a consideration in the award of this bid.

Time to Complete Replacement _____

Price to perform _____

Successful bidder will have sufficient competence and capacity to complete the work required in a timely and professional manner. City has the discretion to make additional inquiries or require additional documentation of any bidder's fitness to perform the work, and may, in its sole discretion, reject any bidder as not sufficiently responsible to perform the work. Such inquiries may include consideration of previous work the bidder may have done for the City that the City considers to have been significantly deficient.

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.

THE ABOVE 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.

Engine Replacement

Engine 18 (E18)

2019 Pierce Enforcer

Asset: 75862

VIN: 4P1BAAFF6KA020636

Current Mileage: 83,157

Current Hours: 7,481

1. New complete drop-in Cummins engine assembly (remanufactured or rebuilt not acceptable)
2. Coolant system flush and refill with OAT coolant
3. Replace radiator hoses and 5/8" coolant hoses that come off the engine to heater valves and DEF header
4. Must be able to program ECM to factory specs at no additional charge
5. New oil, oil filter, fuel filters, air filter and coolant
6. New Radiator Repair not acceptable
7. Vendor to have pump test run by a 3rd party certified EVT (F-3). Truck must pass pump test after engine installation and a copy of the pump test provided to MFRD
8. Vendor is responsible to pick the unit up from the MFRD training center and return the truck under its own power to MFRD
9. Replace DEF fluid filter with new filter
10. Replace all engine belts
11. Replace motor mounts
12. Truck already has new DPF Filter and lines repaired
13. Vendor shall provide comprehensive / component(s) warranty documentation with their bid

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: May 5, 2026

Submitted by:
John Paine, Purchasing Agent

Sponsored by:
Spiro Cheriogotis, Mayor

Purpose and Scope of Project:
To approve issuance of purchase order to Intterra LLC for one-year subscription to Intterra Operations common-operating-picture software for MFRD.

Amount of Contract:
$20,171.00

Funding Source
General fund.EMS Response

ATTACHMENTS:
1. 20260428 Intterra Agenda Package POs

REVIEWERS:
Donald Rose
James Barber

AGENDA ITEM SUMMARY SHEET

Print Page | Reset

Agenda of: 5 May 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 Intterra LLC

PURPOSE & SCOPE OF PROJECT:
To approve issuance of purchase order to Intterra LLC for one-year subscription to Intterra Operations common-operating-picture software for MFRD.
General fund

RESOLUTION ☒ ORDINANCE ☐ OTHER ☐

AMOUNT OF CONTRACT: $20,171.00

FUNDING SOURCE:

Budget Item: See Requisition Discretionary Funds: _____

Budget amendment: REDUCE ☐ INCREASED ☐

Grant funds: _____ Matching funds: _____

Associated Costs:

Current year (itemize)
Type: _____ Amount: _____

Future years
Year: _____ Amount: _____

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

Effective date of contract: On issuance to vendor.

Renewal date of contract (if applicable): _____

If not bid, state reason: Price below bid requirement, bid exempt as software.

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

How many bidders submitted bids (if applicable): na

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

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
11536	2026	(1510) FIRE ADMINISTRATION	ONE-YEAR SUBSCRIPTION TO INTTERRA OPERATIONS COMMON OPERATING PICTURE SOFTWARE FOR MFRD (BID EXEMPT AS SOFTWARE, PRICE BELOW BID REQUIREMENT)	$20,171.00	(298142) INTTERRA LLC

Adopted:

_____
City Clerk

Bill To	Requisition 00011536-00 FY 2026
ACCOUNTS PAYABLE	
P O BOX 389	Acct No: 6120.70.15.0000.0000.1510.0000.0000.42115.
MOBILE, AL 36601	Review:
vendorinvoices@cityofmobile.org	Buyer: 9105fola
	Status: Approved Page 1

Vendor	Ship To
INTTERRA, LLC	FIRE CENTRAL SUPPLY
3740 DACORO LN	2851 OLD SHELL ROAD
SUITE 200	
	MOBILE, AL 36607
CASTLE ROCK, CO 80109	RICHARDSONV@CITYOFMOBILE.ORG
	Delivery Reference
Tel#303-929-6717	VICTORIA RICHARDSON
	Deliver To
	FIRE CENTRAL SUPPLY
	2851 OLD SHELL ROAD
	MOBILE, AL 36607

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
04/27/26	298142				FIRE ADMINISTRATION

LN	Description / Account	Qty	Unit Price	Net Price
	General Notes			
	RENEWAL OF EXISTING SOFTWARE PER INVOICE #1408.			
	STATE OF ALABAMA CODE #41-16-51(a)(8) SOFTWARE EXEMPTION.			
001	SOFTWARE: INTERRA OPERATIONS SUBSCRIPTION; 1 YEAR: DEC 15, 2025-DEC 14, 2026. Vendor Item	1.00 EACH	20171.00000	20171.00
1	6120.70.15.0000.0000.1510.0000.0000.42115.			20171.00

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

Requisition Link

Requisition Total 20171.00

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

Bill To	Requisition 00011536-00 FY 2026
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	6120.70.15.0000.0000.1510.0000.0000.42115.
MOBILE, AL	Review:
36601	Buyer: 9105fola
vendorinvoices@cityofmobile.org	Status: Approved Page 2

Vendor	Ship To
INTTERRA, LLC	FIRE CENTRAL SUPPLY
3740 DACORO LN	2851 OLD SHELL ROAD
SUITE 200	
	MOBILE, AL 36607
CASTLE ROCK, CO 80109	RICHARDSONV@CITYOFMOBILE.ORG
Tel#303-929-6717	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
04/27/26	298142				FIRE ADMINISTRATION

Account		Amount	Remaining Budget
Account		Amount	Remaining Budget
6120.70.15.0000.0000.1510.0000.0000.42115.		20171.00	
EMERGENCY MEDICAL SVCS EXP	SOFTWARE COSTS		

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

Activity	Date	Clerk	Comment
Approved	04/28/26	DONALD ROSE	Auto approved by: 9105fola
Approved	04/28/26	SANDRA LEWIS	Auto approved by: 9105fola
Approved	04/28/26	STEVEN KRONINGER	Auto approved by: 9105fola
Approved	04/28/26	SAMANTHA COOLEY	Auto approved by: 9105fola
Approved	04/28/26	JAMES NEESE	Auto approved by: 9105fola
Approved	04/28/26	PATRICIA KENNEDY-JONES	Auto approved by: 9105fola
Approved	04/28/26	REBECCA CRUMPLER	Auto approved by: 9105fola
Approved	04/28/26	ANNE FOLEY	
Approved	04/28/26	JOHN PAINE	Auto approved by: 9105fola
Approved	04/28/26	ANNE FOLEY	Auto approved by: 9105fola

Authorized By: _____ Date: _____
Signature

CAPITAL CONTRACT SUMMARY SHEET

AGENDA ITEM SUMMARY SHEET

Agenda of: May 5, 2026

Submitted by:
John Paine, Purchasing Agent

Sponsored by:
Spiro Cheriogotis, Mayor

Purpose and Scope of Project:
To approve issuance of purchase order to RML Huntsville AL LLC dba Landers McLarty Dodge Chrysler Jeep for one 2026 Dodge Durango GT Plus SUV for MPD .

Amount of Contract:
$44,651.00

Funding Source
General fund.

ATTACHMENTS:
1. 20260428 Landers Agenda Package POs

REVIEWERS:
Donald Rose
James Barber

AGENDA ITEM SUMMARY SHEET

Print Page | Reset

Agenda of: 5 May 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 RML Huntsville AL LLC dba Landers McLarty DCJ

PURPOSE & SCOPE OF PROJECT:
To approve issuance of purchase order to RML Huntsville AL LLC dba Landers McLarty Dodge Chrysler Jeep for one 2026 Dodge Durango GT Plus SUV for MPD .
General fund

RESOLUTION ☒ ORDINANCE ☐ OTHER ☐

AMOUNT OF CONTRACT: $44,651.00

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: Sealed bid 6041.

How many bidders received bid packages (if applicable): 23 + Web

How many bidders submitted bids (if applicable): 3

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
9302	2026	(1530) POLICE ADMIN SERVICES	2026 DODGE DURANGO GT PLUS SUV FOR MPD (SEALED BID 6041)	$44,651.00	(294259) RML HUNTSVILLE AL LLC DBA LANDERS MCLARTY DODGE CHRYSLER JEEP RAM

Adopted:

_____

City Clerk

Bill To	Requisition 00009302-00 FY 2026
ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	 Acct No: 4035.30.15.0000.0000.1530.0000.0000.47120. Review: Buyer: 9105paij Status: Released Page 1

Vendor	Ship To
LANDERS MCLARTY DODGE CHRYSLER JEEP RAM 6533 UNIVERSITY DR HUNTSVILLE, AL 35806 UNITED STATES Tel#2569648944 Fax 2568372095	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
03/10/26	294259				POLICE ADMIN SERVICES

LN	Description / Account	Qty	Unit Price	Net Price
001	2026 DODGE DURANGO GT PLUS AWD HEMI V8 SPORT UTILITY VEHICLE, 14 DOOR AS FOLLOWS: ACCEPTABLE COLORS: Diamond Black, Destroyer Gray, Green Machine, Night Moves, Red Oxide or Vapor Gray VEHICLE TO BE NEW, USED NOT ACCEPTABLE MILEAGE - NEW ENGINE - Minimum: 5. 7-liter V8 engine TRANSMISSION - eight-speed automatic transmission DIRVETRAIN - All Wheel Drive with 3.09 Rear Axle Ratio BRAKES - Heavy-Duty 4-Wheel Anti-Lock Brakes, Ready-Alert Braking STEERING - Electric Power Steering WHEELS - 20-Inch x 8.0-Inch Satin Carbon Split 5-Spoke Wheels, no hubcaps TIRES - 265/50R20 BSW All-Season LRR Tires SPARE TIRE - Compact Spare Tire TOOLS - One wrench and one jack. AIR CONDITIONING - A/C with 3-Zone Automatic Temperature Control, Rear A/C with heater MIRRORS - Standard heated power side mirrors LIGHTING - Bi-Function LED Projector Headlamps, LED Tail Lamps with Red Accents KEYS / LOCKS - Push-Button Start, Remote Proximity Keyless Entry TINTED	1.00 EACH	44651.00000	44651.00

Bill To	Requisition 00009302-00 FY 2026
ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Acct No: 4035.30.15.0000.0000.1530.0000.0000.47120. Review: Buyer: 9105paij Status: Released Page 2

Vendor	Ship To
LANDERS MCLARTY DODGE CHRYSLER JEEP RAM 6533 UNIVERSITY DR HUNTSVILLE, AL 35806 UNITED STATES Tel#2569648944 Fax 2568372095	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
03/10/26	294259				POLICE ADMIN SERVICES

LN	Description / Account	Qty	Unit Price	Net Price
	WINDOWS - Darkest available tint on all windows. WINDOWS - Power Front Windows with 1-Touch Up/Down RADIO / MULTIMEDIA - Uconnect® 5 Nav with 10.1-Inch Touch Screen Display, Apple Car Play compatible, GPS Navigation SEATS - Leather-Trimmed Bucket Seats, 2nd-Row 60 / 40-Fold and Tumble Bench Seat FLOOR COVERING - Full Carpet Floor Covering, Front and Rear Floor Mats SECURITY / SAFETY - Anti-theft system with alarm, Rear Back-up Camera, Remote-Start System, Blind-Spot and Cross-Path Detection, ParkSense Front and Rear Park-Assist Additional Description Notes --- 2025-year model or newer four-door SUV with equipment options as per the following MINIMUM specifications unless otherwise noted: **The specs listed below are based on a 2026 Dodge Durango GT Plus AWD Hemi V8 ACCEPTABLE COLORS: Diamond Black, Destroyer Gray, Green Machine, Night Moves, Red Oxide or Vapor Gray			

Bill To	Requisition 00009302-00 FY 2026
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	4035.30.15.0000.0000.1530.0000.0000.47120.
MOBILE, AL	Review:
36601	Buyer: 9105paij
vendorinvoices@cityofmobile.org	Status: Released Page 3

Vendor	Ship To
LANDERS MCLARTY DODGE CHRYSLER JEEP RAM	POLICE HEADQUARTERS
6533 UNIVERSITY DR	2460 GOVERNMENT STREET
	MOBILE, AL 36606
HUNTSVILLE, AL 35806	
UNITED STATES	
Tel#2569648944	
Fax 2568372095	
	Deliver To
	POLICE HEADQUARTERS
	2460 GOVERNMENT STREET
	MOBILE, AL 36606

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
03/10/26	294259				POLICE ADMIN SERVICES

LN	Description / Account	Qty	Unit Price	Net Price

Local or dealer installations and/or modifications are acceptable. The bidder will list in detail all specifications being bid, a copy of the warranty, and appropriate literature on bid.

MILEAGE - Under 15,000 miles

ENGINE - Minimum: 5.7-liter V8 engine

TRANSMISSION - eight-speed automatic transmission

DIRVETRAIN - All Wheel Drive with 3.09 Rear Axle Ratio

BRAKES - Heavy-Duty 4-Wheel Anti-Lock Brakes, Ready-Alert Braking

STEERING - Electric Power Steering

WHEELS - 20-Inch x 8.0-Inch Satin Carbon Split 5-Spoke Wheels, no hubcaps

TIRES - 265/50R20 BSW All-Season LRR Tires

SPARE TIRE - Compact Spare Tire

TOOLS - One wrench and one jack.

AIR CONDITIONING - A/C with 3-Zone Automatic Temperature Control, Rear A/C with heater

MIRRORS - Standard heated power side mirrors

Bill To	Requisition 00009302-00 FY 2026
ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Acct No: 4035.30.15.0000.0000.1530.0000.0000.47120. Review: Buyer: 9105paij Status: Released Page 4

Vendor	Ship To
LANDERS MCLARTY DODGE CHRYSLER JEEP RAM 6533 UNIVERSITY DR HUNTSVILLE, AL 35806 UNITED STATES Tel#2569648944 Fax 2568372095	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
03/10/26	294259				POLICE ADMIN SERVICES

LN	Description / Account	Qty	Unit Price	Net Price
	LIGHTING - Bi-Function LED Projector Headlamps, LED Tail Lamps with Red Accents KEYS / LOCKS - Push-Button Start, Remote Proximity Keyless Entry TINTED WINDOWS - Darkest available tint on all windows. WINDOWS - Power Front Windows with 1-Touch Up/Down RADIO / MULTIMEDIA - Uconnect® 5 Nav with 10.1-Inch Touch Screen Display, Apple Car Play compatible, GPS Navigation SEATS - Leather-Trimmed Bucket Seats, 2nd-Row 60 / 40-Fold and Tumble Bench Seat FLOOR COVERING - Full Carpet Floor Covering, Front and Rear Floor Mats SECURITY / SAFETY - Anti-theft system with alarm, Rear Back-up Camera, Remote-Start System, Blind-Spot and Cross-Path Detection, ParkSense Front and Rear Park-Assist EMERGENCY LIGHTING - SEE APPENDIX A			
1	4035.30.15.0000.0000.1530.0000.0000.47120. E G-DRUG-ST .VEHICLEEXP. .			44651.00

Bill To	Requisition 00009302-00 FY 2026
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	4035.30.15.0000.0000.1530.0000.0000.47120.
MOBILE, AL	Review:
36601	Buyer: 9105paij
vendorinvoices@cityofmobile.org	Status: Released Page 5

Vendor	Ship To
LANDERS MCLARTY DODGE CHRYSLER JEEP RAM	POLICE HEADQUARTERS
6533 UNIVERSITY DR	2460 GOVERNMENT STREET
	MOBILE, AL 36606
HUNTSVILLE, AL 35806	
UNITED STATES	
Tel#2569648944	
Fax 2568372095	
	Deliver To
	POLICE HEADQUARTERS
	2460 GOVERNMENT STREET
	MOBILE, AL 36606

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
03/10/26	294259				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 44651.00

***** Project Ledger Summary Section *****

Account	Amount	Remaining Budget
E G-DRUG-ST .VEHICLEEXP. .	44651.00	.00

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

Account	Amount	Remaining Budget
4035.30.15.0000.0000.1530.0000.0000.47120.	44651.00	

DRUG ENFORCEMENT FUND EXP VEHICLE ACQ (GREATER $5000)

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

Activity	Date	Clerk	Comment
CCancelled	04/27/26	JOHN PAINE	GL Allocation changed
Forward	03/10/26	JAMES BARBER	Automatic Forward to 910519885
Approved	03/11/26	RODNEY GREELEY	R.G.
Approved	03/11/26	BRANDI MONTGOMERY	Auto approved by: 910510512
Approved	03/11/26	WILLIAM JACKSON	Auto approved by: 910510512

Bill To	Requisition 00009302-00 FY 2026
ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Acct No: 4035.30.15.0000.0000.1530.0000.0000.47120. Review: Buyer: 9105paij Status: Released Page 6

Vendor	Ship To
LANDERS MCLARTY DODGE CHRYSLER JEEP RAM 6533 UNIVERSITY DR HUNTSVILLE, AL 35806 UNITED STATES Tel#2569648944 Fax 2568372095	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
03/10/26	294259				POLICE ADMIN SERVICES

LN	Description / Account			Qty	Unit Price	Net Price
	Approved	03/11/26	MATTHEW GARRETT		Auto approved by: 910510512	
	Approved	03/11/26	WILLIAM REED		Auto approved by: 910510512	
	Forward	04/27/26	JAMES BARBER		Automatic Forward to 910519885	
	Approved	03/11/26	AMBER ADAMS			
	Approved	03/11/26	TRAVIS MARSHALL		Auto approved by: 910518931	
	Approved	03/11/26	SHAUNAGYE SIMMS		Auto approved by: 910518931	
	Queued	04/27/26	RODNEY GREELEY		Auto approved by: 910518931	
	Queued	04/27/26	BRANDI MONTGOMERY		Auto approved by: 910518931	
	Queued	04/27/26	WILLIAM JACKSON		Auto approved by: 910518931	
	Queued	04/27/26	MATTHEW GARRETT		Auto approved by: 910518931	
	Queued	04/27/26	WILLIAM REED		Auto approved by: 910518931	
	Pending		AMBER ADAMS		Auto approved by: 910518931	
	Pending		TRAVIS MARSHALL		Auto approved by: 910518931	
	Pending		SHAUNAGYE SIMMS		Auto approved by: 910518931	
	Pending		DONALD ROSE		Auto approved by: 910518931	
	Pending		SANDRA LEWIS		Auto approved by: 910518931	
	Pending		STEVEN KRONINGER		Auto approved by: 910518931	
	Pending		SAMANTHA COOLEY		Auto approved by: 910518931	
	Pending		JAMES NEESE		Auto approved by: 910518931	
	Pending		PATRICIA KENNEDY-JONES		Auto approved by: 910518931	
	Pending		REBECCA CRUMPLER		Auto approved by: 910518931	
	Pending		ANNE FOLEY		Auto approved by: 910518931	
	Pending		JOHN PAINE		Auto approved by: 910518931	

Authorized By: _____ Date: _____
Signature

BID TABULATION FOR BID #6041

NEW OR SLIGHTLY USED VEHICLES

	Eastern Shore Toyota / Daphne Automotive	**Eastern Shore Hyundai**	**LCM Motorcars**	**Landers McLarty**
Toyota 4 Runner	42,000	46,000	53,250	-
Durango	50,000 Highlander Hybrid	49,000 Grand Highlander	54,350 Durango GT/RT Plus	44,651 Durango GT V8
Palisade	50,000 Palisade XRT PRO	40,080 Palisade	49,500 Palisade XRT	-

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: Bid Delivery Address:

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 delivered F.O.B. Mobile to:
3/31/2026	6041	Public Works	To Be Specified

This bid must be received and stamped by the Purchasing office not later than: 12:01 p.m. Friday, April 17, 2026

QUANTITY	ARTICLES — Bid on this form ONLY. Make no changes on this form. Attach any additional information required to this form.	UNIT	UNIT PRICE Dollars	UNIT PRICE Cents	EXTENSION Dollars	EXTENSION Cents
	NEW OR SLIGHTLY USED VEHICLES					
1 EA	2025 or Newer TOYOTA 4RUNNER as per the following and attached. Make _____ Model _____ Colors _____ Mileage _____ Delivery _____					
1 EA	2025 or Newer DODGE DURANGO GT PLUS AWD HEMI V8 as per the following attached. Make _____ Model _____ Colors _____ Mileage _____ Delivery _____					
1 EA	2025 or Newer HYUNDAI PALISADE XRT as per the following attached. Make _____ Model _____ Colors _____ Mileage _____ Delivery _____					
	Upon award, the City will purchase one each of the above vehicles.					
	State whether the vehicle is in stock or must be ordered.					
	No Red, Tan, or White color units will be acceptable.					
	Include Certificate of Title in your bid price.					
	Page 1 of 3		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 _____

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 3 State your delivery of each unit bid. The City reserves the right to inspect the unit prior to bid award. The City desires unit to be on the lot or to be delivered within two (2) weeks of the bid opening, however will consider waiting for new unit. All pricing to be delivered FOB Mobile. Vendor shall deliver to City of Mobile Motor Pool. City will not pick up any vehicle, all must be delivered. Vehicle will only be delivered by the vendor to the City of Mobile Motor Pool. All vendors will be required to provide verification of enrollment in the E-Verify program. Additional information may be found at http:// immigration.alabama.gov/ If the successful vendor's principal place of business is out-of-state, vendor may be required to have a Certificate of Authority to do business in the State of Alabama from the Secretary of State prior to issuance of a Purchase Order. Vendors are solely responsible for consulting with the Secretary of State to determine whether a Certificate is required. See: www.sos.alabama.gov/BusinessServices/ForeignCorps.aspx. Please note that the time between application for the issuance of a Certificate of Authority may be several weeks. Upon notification, vendor will have 10 business days to provide the Certificate of Authority and the E-Verify numbers to the Purchasing Department before award can be completed.(Vendors will possibly need to pay the expedite fee to meet this requirement because application is not sufficient. We must have a copy of the certificate with your Company ID number). Vendors do not need a City of Mobile Business License or Certificate of Authority from the Alabama Secretary of State, nor the E-Verify for certification to submit a bid, but will need to obtain the Business License and Certificate of Authority verification and/or provide the E-Verify Certification, if applicable, prior to issuance of a Purchase Order.					
			TOTAL			

RETURN ONE SIGNED COPY OF THIS QUOTATION IN ENCLOSED ENVELOPE

READ ABOVE INSTRUCTIONS BEFORE QUOTING

Firm Name _____

By _____

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 3 of 3 State of Alabama Local Vendor Preference Law 41-16-50 (a) and (d) will apply to this purchase. CONE OF SILENCE. From the time of advertising, and until the final award by completion of a signed contract or purchase document issued by the City, there is a prohibition on communication by respondents (or anyone on their behalf) with the City staff and elected officials regarding this request for bids, proposals, or qualifications. This does not apply to communications directly with the Procurement Department staff during authorized question periods, or with designated City staff during pre-bid conferences, interviews, requests for clarification, and written contract negotiations. Breaking the established prohibition on communication, if proven, may result in a disqualification of your submittal. TO BE AWARDED ON AN ITEM BASIS					
			TOTAL			

RETURN ONE SIGNED COPY OF THIS QUOTATION IN ENCLOSED ENVELOPE

READ ABOVE INSTRUCTIONS BEFORE QUOTING

Firm Name _____

By _____

Bid Specifications for New or Pre-Owned Automobiles

2025 year model ***or newer*** four-door SUV with equipment options as per the following **MINIMUM** specifications unless otherwise noted:

The specs listed below are based on a **2025 Toyota 4Runner SR5.**

ACCEPTABLE COLORS:

Nautical Blue Metallic, Underground, Classic Silver Metallic, Midnight Black Metallic

Local or dealer installations and/or modifications are acceptable. The bidder will list in detail all specifications being bid, a copy of the warranty, and appropriate literature on bid.

MILEAGE – Under 15,000 miles
ENGINE – 2.4L Turbocharged Inline-4 engine
TRANSMISSION – five-speed automatic transmission
DIRVETRAIN – Rear Wheel Drive or Part-time 4WD system with Active Traction Control (A-TRAC)
BRAKES – Disc brakes with ceramic brake pads
STEERING – Power-assisted hydraulic steering
WHEELS – 18" or 20" Metallic or Dark Wheels, no hubcaps
TIRES – Sized to match above wheels.
SPARE TIRE – Compact Spare Tire (*Preferred but optional*)
TOOLS – One wrench and one jack.
AIR CONDITIONING – Dual-zone automatic climate control with air filter
MIRRORS – Standard heated power side mirrors with power glass
LIGHTING – LED Headlights and LED Strip Daytime Running Lights With Auto On/Off Feature, Integrated wide-angle LED Fog lights
KEYS / LOCKS – Push-Button Start, Remote Proximity Keyless Entry
TINTED WINDOWS – Darkest available tint on all windows.
WINDOWS – Power Front Windows with 1-Touch Up/Down
RADIO / MULTIMEDIA – Minimum: Premium Audio with Dynamic Navigation with 8 inch Touchscreen, Apple CarPlay and Android Auto compatible, Integrated Voice Command with Bluetooth
SEATS – standard cloth upholstery and a standard power-adjustable driver's seat with lumbar support, along with a 40/20/40-split reclining and folding second-row seat,
FLOOR COVERING – Full Carpet Floor Covering, Front and Rear Floor Mats
SECURITY / SAFETY – Anti-theft system with alarm and engine immobilizer, Rear Back-up Camera

Bid Specifications for New or Pre-Owned Automobiles

2025-year model ***or newer*** four-door SUV with equipment options as per the following **MINIMUM** specifications unless otherwise noted:

The specs listed below are based on a **2026 Dodge Durango GT Plus AWD Hemi V8

ACCEPTABLE COLORS:

Diamond Black, Destroyer Gray, Green Machine, Night Moves, Red Oxide or Vapor Gray

Local or dealer installations and/or modifications are acceptable. The bidder will list in detail all specifications being bid, a copy of the warranty, and appropriate literature on bid.

MILEAGE – Under 15,000 miles
ENGINE – Minimum: 5.7-liter V8 engine
TRANSMISSION – eight-speed automatic transmission
DIRVETRAIN – All Wheel Drive with 3.09 Rear Axle Ratio
BRAKES – Heavy-Duty 4-Wheel Anti-Lock Brakes, Ready-Alert Braking
STEERING – Electric Power Steering
WHEELS – 20-Inch x 8.0-Inch Satin Carbon Split 5-Spoke Wheels, no hubcaps
TIRES – 265/50R20 BSW All-Season LRR Tires
SPARE TIRE – Compact Spare Tire
TOOLS – One wrench and one jack.
AIR CONDITIONING – A/C with 3-Zone Automatic Temperature Control, Rear A/C with heater
MIRRORS – Standard heated power side mirrors
LIGHTING – Bi-Function LED Projector Headlamps, LED Tail Lamps with Red Accents
KEYS / LOCKS – Push-Button Start, Remote Proximity Keyless Entry
TINTED WINDOWS – Darkest available tint on all windows.
WINDOWS – Power Front Windows with 1-Touch Up/Down
RADIO / MULTIMEDIA – Uconnect® 5 Nav with 10.1-Inch Touch Screen Display, Apple Car Play compatible, GPS Navigation
SEATS – Leather-Trimmed Bucket Seats, 2nd-Row 60 / 40-Fold and Tumble Bench Seat
FLOOR COVERING – Full Carpet Floor Covering, Front and Rear Floor Mats
SECURITY / SAFETY – Anti-theft system with alarm, Rear Back-up Camera, Remote-Start System, Blind-Spot and Cross-Path Detection, ParkSense Front and Rear Park-Assist

Bid Specifications for New or Pre-Owned Automobiles

2025-year model ***or newer*** four-door SUV with equipment options as per the following **MINIMUM** specifications unless otherwise noted:

The specs listed below are based on a **2025 Hyundai Palisade XRT.**

ACCEPTABLE COLORS:
Abyss Black Pearl and Steel Graphite

Local or dealer installations and/or modifications are acceptable. The bidder will list in detail all specifications being bid, a copy of the warranty, and appropriate literature on bid.

MILEAGE – Under 15,000 miles
ENGINE – Minimum: 3.8 Liter V6
TRANSMISSION – Electronically controlled Continuously Variable Transmission (ECVT) with sequential shift mode
DIRVETRAIN – Front-wheel drive (FWD) or all-wheel drive (AWD)
BRAKES – Ventilated front disc brakes
STEERING – Motor-driven power steering (MDPS) system
WHEELS – 20" Metallic or Dark Wheels, no hubcaps
TIRES – Sized to match above wheels.
SPARE TIRE – Compact Spare Tire (*Preferred but optional*)
TOOLS – One wrench and one jack.
AIR CONDITIONING – Dual-zone automatic climate control with air filter
MIRRORS – Auto dimming side mirrors with indicators and auto dimming rearview mirror
LIGHTING – BI-LED Headlights and LED Daytime Running Lights With Auto On/Off Feature
KEYS / LOCKS – Push-Button Start, Remote Proximity Keyless Entry
TINTED WINDOWS – Darkest available tint on all windows.
WINDOWS – Power Front Windows with 1-Touch Up/Down
RADIO / MULTIMEDIA – Minimum: Premium Audio With Navigation with 12.3 inch Touchscreen, Apple CarPlay and Android Auto compatible, Integrated Voice Command with Bluetooth or USB
SEATS – Black H-Tex® trimmed seats
FLOOR COVERING – Full Carpet Floor Covering, Front and Rear Floor Mats
SECURITY / SAFETY – Anti-theft system with alarm and engine immobilizer, Rear Back-up Camera

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 emailed 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.

Please read the Terms and Conditions.

All bids are F.O.B. destination unless otherwise stated.

Please sign your bid.

Package/Bid Delivery Address (Request First Delivery):
Purchasing Department
205 Government St., RM S408
Mobile, AL 36644

CAPITAL CONTRACT SUMMARY SHEET

AGENDA ITEM SUMMARY SHEET

Agenda of: May 5, 2026

Submitted by:
John Paine, Purchasing Agent

Sponsored by:
Spiro Cheriogotis, Mayor

Purpose and Scope of Project:
To approve issuance of purchase order to Safe Haven Co LLC, for storm drainage vegetation and debris removal - 7280 Sellers Lane.

Amount of Contract:
$19,000.00

Funding Source
General fund.

ATTACHMENTS:
1. 20260430 Safe Agenda Package POs

REVIEWERS:
Donald Rose
James Barber

AGENDA ITEM SUMMARY SHEET

Print Page | Reset

Agenda of: 5 May 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 Safe Haven Co. LLC

PURPOSE & SCOPE OF PROJECT:
To approve issuance of purchase order to Safe Haven Co LLC, for storm drainage vegetation and debris removal - 7280 Sellers Lane.
General fund

RESOLUTION ☒ ORDINANCE ☐ OTHER ☐

AMOUNT OF CONTRACT: $19,000.00

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
11693	2026	(2070) PUBLIC SERVICES ADMINISTRATION	STORM DRAINAGE VEGETATION AND DEBRIS REMOVAL – 7280 SELLERS LANE (PRICE BELOW BID REQUIREMENT; VENDOR ROTATION POOL)	$19,000.00	(300101) SAFE HAVEN CO LLC

Adopted:

_____
City Clerk

Bill To	Requisition 00011693-00 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: 9105paij Status: Approved Page 1

Vendor	Ship To
SAFE HAVEN CO. LLC 2009 WOLFRIDGE ROAD MOBILE, AL 36618 Tel#251.447.7802	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
04/29/26	300101				PUBLIC SERVICES ADMINISTRAT

LN	Description / Account	Qty	Unit Price	Net Price
001	2026 STORM DRAINAGE DITCH CLEANING PROJECT #VEG-2026-2070-100 7280 SELLERS LN Additional Description Notes --- DISTRICT 7	1.00 EACH	19000.00000	19000.00
1	1000.40.20.2070.2096.2070.0000.0000.42155.			19000.00

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 19000.00

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

Account	Amount	Remaining Budget
1000.40.20.2070.2096.2070.0000.0000.42155. STORMWATER EXP DITCH MAINTENANCE	19000.00	3145643.56

Bill To	Requisition 00011693-00 FY 2026
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	1000.40.20.2070.2096.2070.0000.0000.42155.
MOBILE, AL	Review:
36601	Buyer: 9105paij
vendorinvoices@cityofmobile.org	Status: Approved Page 2

Vendor	Ship To
SAFE HAVEN CO. LLC	PUBLIC WORKS ADMIN.
2009 WOLFRIDGE ROAD	1900 HURTEL STREET
	BEFORE 2:30 P.M.
	MOBILE, AL 36605
MOBILE, AL 36618	ASHLEY.ADAMS@CITYOFMOBILE.ORG
Tel#251.447.7802	
	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
04/29/26	300101				PUBLIC SERVICES ADMINISTRAT

LN	Description / Account	Qty	Unit Price	Net Price

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

Activity	Date	Clerk	Comment
Approved	04/30/26	MATTHEW ANDERSON	Auto approved by: 910518244
Approved	04/30/26	SHONNDA SMITH	
Approved	04/30/26	CHERI BOUCHER	Auto approved by: 910518244
Approved	04/30/26	DONALD ROSE	Auto approved by: 9105paij
Approved	04/30/26	SANDRA LEWIS	Auto approved by: 9105paij
Approved	04/30/26	STEVEN KRONINGER	Auto approved by: 9105paij
Approved	04/30/26	SAMANTHA COOLEY	Auto approved by: 9105paij
Approved	04/30/26	JAMES NEESE	Auto approved by: 9105paij
Approved	04/30/26	PATRICIA KENNEDY-JONES	Auto approved by: 9105paij
Approved	04/30/26	REBECCA CRUMPLER	Auto approved by: 9105paij
Approved	04/30/26	ANNE FOLEY	Auto approved by: 9105paij
Approved	04/30/26	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_____

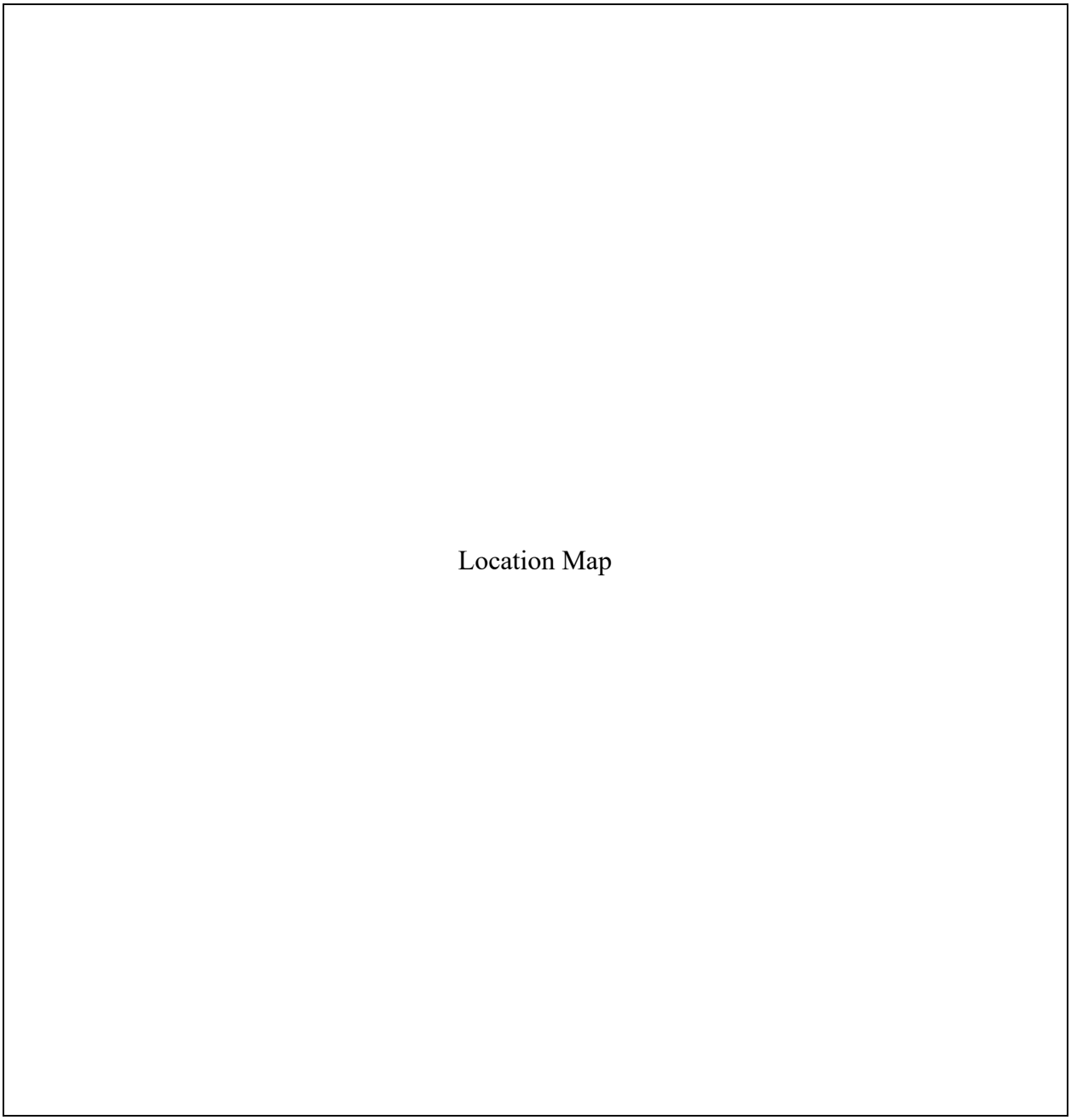
***By (Legal Signature)** _____

*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:	
	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 (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	$

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.

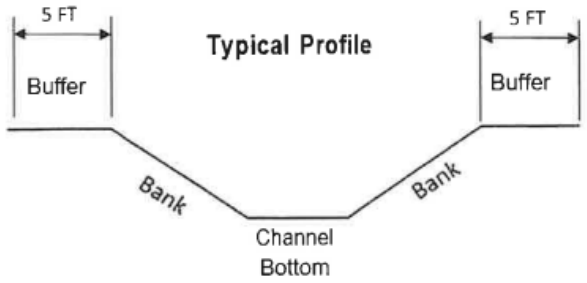
The MUTCD can be found at https://mutcd.fhwa.dot.gov/kno_2009r1r2.htm.

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

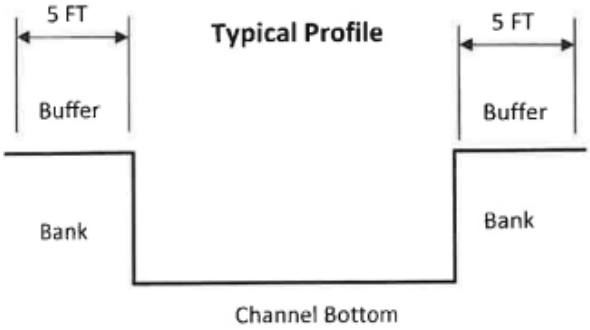
Ditch Maintenance Standards

Trapezoidal Ditch Maintenance Standards



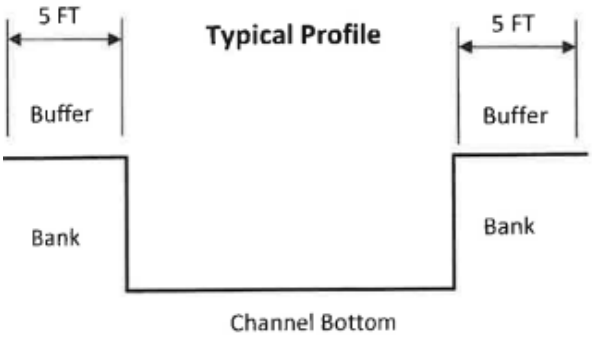
Note: This profile represents a typical concrete trapezoidal ditch. Depth, bank slope and buffer area varies.

Concrete Rectangular Ditch Maintenance Standards



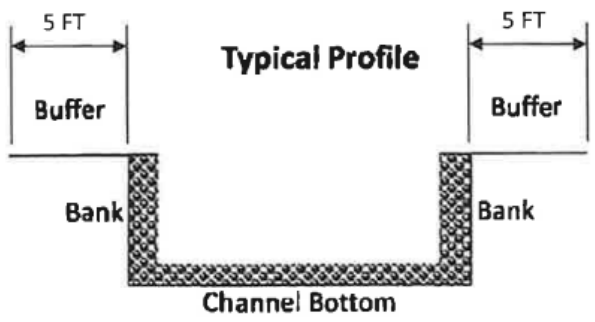
Note: This profile represents a typical rectangular concrete ditch. Depth and buffer area varies.

Concrete Rectangular Ditch Maintenance Standards



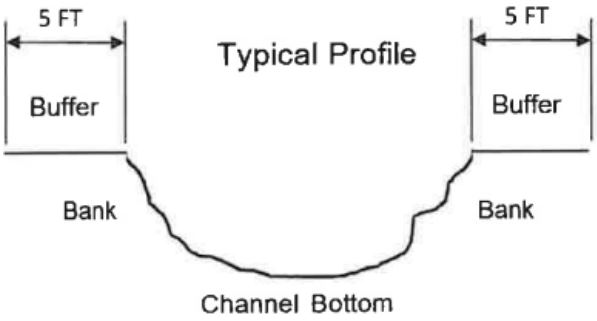
Note: This profile represents a typical rectangular concrete ditch. Depth and buffer area varies.

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

N/A

AGENDA ITEM SUMMARY SHEET

Agenda of: May 5, 2026

Submitted by:
Matthew Anderson, Dir Of Public Services

Sponsored by:
Spiro Cheriogotis, Mayor

Purpose and Scope of Project:

Reallocate funds in the amount of $18,000.00 from Capital Project #C0112 – Environmental Testing & Upgrades to Capital Project #C0486 – Facility Upgrade/ADEM Compliance to assist in completing the Spill Prevention, Control & Countermeasure (SPCC) plans renewal.

Amount of Contract:
$18,000.00

Funding Source
Transfer from Capital Project #C0112 – Environmental Testing & Upgrades to Capital Project

ATTACHMENTS:
1. RESOLUTION - TRANSFER - C0486

REVIEWERS:
Lisa Musser
Donna Bryars
Cherlina Monteiro
James Barber

RESOLUTION

Sponsored by: Mayor Spiro Cheriogotis

BE IT RESOLVED BY THE COUNCIL OF THE CITY OF MOBILE, ALABAMA, that the sum of $18,000 be reallocated from Capital Project #C0112 – Environmental Testing & Upgrades to Capital Project #C0486 – Facility Upgrade/ADEM Compliance to assist in completing the Spill Prevention, Control & Countermeasure (SPCC) plans renewal.

ADOPTED:

_____
City Clerk

CAPITAL CONTRACT SUMMARY SHEET

AGENDA ITEM SUMMARY SHEET

Agenda of: May 5, 2026

Submitted by:
John Forrester, City Engineer

Sponsored by:
Cory Penn, Councilmember
Samantha Ingram, Councilmember, District 2
CJ Small, Councilmember
Benjamin Reynolds, Councilmember
Beau Fleming, Councilmember, District 5
Josh Woods, Councilmember
Gina Gregory, Councilmember
Spiro Cheriogotis, Mayor

Purpose and Scope of Project:
Approve change order no 1 with Michael Baker International, Inc. for additional services.

Amount of Contract:
increase $33,000.00; revised contract $153,500.00

Funding Source
C0973

ATTACHMENTS:
1. 2024-3005-19 Miscellaneous Drainage Repairs (Michael Baker International, Inc.) change order no 1

REVIEWERS:
Jessica White
John Forrester
Brenda Rhodes
Cherlina Monteiro
James Barber

CONTRACT CHANGE REQUEST FORM

CITY OF MOBILE

TO FINANCE DEPT. 2500- FROM Engineering DEPT. 3005

DATE OF REQUEST: 4/24/26

TYPE: Select One ☐(when money is available in project's budget; from project to contract)

VENDOR NAME: Michael Baker International Inc.

DISTRICT#: Select Item. CW

DEPT. PROJECT#: 2024-3005-19

REQUEST: Please Add Select option. $ 33,000.00 from Capital Project#/Title: #C0973 / Miscellaneous Drainage Repairs to contract#5083.

Total amount of Amendment: $ 33,000.00

Current contract amount: $ 120,500.00

Revised contract amount: $ 153,500.00

Comments: ADDITIONAL ENGINEERING SERVICES ARE REQUIRED TO COMPLETE WORK AS CONDITIONS DETERIORIATED FROM THE TIME THAT THE CONTRACT WAS APPROVED

Employee signature

Approval signature

Revised by B. Rhodes 1/6/2026

RESOLUTION

Sponsored by: Councilmembers Cory Penn, Samantha Ingram, C.J. Small, Ben Reynolds, Beau Fleming, Josh Woods, Gina Gregory

WHEREAS, the City entered into a contract dated September 17, 2024, with Michael Baker International, Inc. for engineering services on the project known as **Miscellaneous Drainage Repairs (D1-7), City of Mobile Project No. 2024-3005-19**; and

WHEREAS, the original contract not-to-exceed amount was **$120,500.00**; and

WHEREAS, at the time the contract was entered into, it was estimated that construction engineering and inspection services would be for the project duration of **110 working days**. An additional **75 working days** were necessary for the contractor to complete the construction project based on additional work, extensive rain days, and storm events that delayed the project, thereby requiring additional inspection services; and

WHEREAS, the revised construction project time was extended to **185 working days** and professional engineering fees are being adjusted to properly compensate Michael Baker International, Inc. in accordance with the standard fee schedule used in the contract, thereby increasing professional engineering fees by **$33,000.00**;

NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MOBILE, ALABAMA, that the Council does hereby authorize the additional fee of **$33,000.00**, for a total of **$153,500.00**, to be paid to **Michael Baker International, Inc.** for engineering services associated with **Miscellaneous Drainage Repairs (D1-7), City of Mobile Project No. 2024-3005-19.**

ADOPTED:

_____

City Clerk

CONTRACT AMENDMENT

PROJECT NAME: **Miscellaneous Drainage Repairs (D1-7)**

PROJECT NO: **2024-3005-19**

CONTRACT RESOLUTION NO: **21-893**

TERMS: You are hereby authorized, subject to the provisions of your contract for this project dated **September 17, 2024**, to provide additional Professional Engineering Services in the amount of **$33,000.00.**

ORIGINAL CONTRACT PRICE: **$120,500.00**

PROPOSED INCREASE: **$ 33,000.00**

REVISED CONTRACT PRICE: **$153,500.00**

City of Mobile

Accepted by: Michael Baker International, Inc.

Mayor

Owner/ Vice President
Jeffrey May

Michael Baker International, Inc. CORPORATE Seal 1972 PENNSYLVANIA

Attest:

Attest:

City Clerk

Witness/~~Secretary~~ Terri A. Vojnovich
Assistant Secretary

City Engineer

Date

JUSTIFICATION FOR CONTRACT AMENDMENT

PROJECT NAME: Miscellaneous Drainage Repairs (D1-7)

PROJECT NUMBER: 2024-3005-19

The attached amendment number 1 to contract with Michael Baker International, Inc.

dated September 17, 2024 is required because of the following:

_____ 1. Unusual and difficult circumstances which arose during the course of the execution of the contract which could not have been reasonably foreseen.

_____ 2. Where competitive bidding for the new work for new money will work to the serious detriment of the awarding authority.

_____ 3. Emergencies arising during the course of the work.

_____ 4. Changes or alterations provided for in the original bid and original contract, such as unit prices, alternates, etc.

__X__ 5. See attached letter.

_____ 6. Other: _____

REMARKS: _____

ENGINEER OR CONSULTANT

City Engineer

Michael Baker
INTERNATIONAL

We Make a Difference

April 6, 2026

John Forrester, PE
City Engineer
City of Mobile
205 Government Street
Mobile, AL 36633

ATTN: Matt Rogers, PE

RE: Miscellaneous Drainage Repairs (D1-7)
Project No. 2024-3005-19

Dear Mr. Rogers:

During construction, it was determined that additional work was required at several culvert locations. This work included coring the culverts to identify voids, pumping flowable fill, and removing and replacing slope-paved ditches. In addition, two new sites were added to the contract—one located at 7501 Airport Boulevard and the other at 7210 Bradbury Drive. The estimated cost for the additional work at the existing locations is approximately $8,764.00, and the estimated cost for the two added sites is approximately $87,200.00. The current total estimated construction cost is $1,150,636.00.

The original CE&I fee proposal of $47,000.00 was based on the following assumptions:

- Construction Cost: $1,054,672.00
- Estimated Working Days: 110
- Estimated Duration: 6 months

During the development of the construction plans, the working days were increased to 155. The two additional sites require an additional 30 working days, bringing the total to 185 working days—a 68% increase in contract time. This extended duration necessitates additional CE&I staffing to ensure the project is constructed in accordance with the plans.

Staffing and Cost Summary

Staff	Hourly Rate	Hours	Cost
Sr. Inspector	$102.10	300	$30,631.40
Construction Manager	$119.62	15	$1,794.29
ODC's/Mileage			$574.31
		Total =	**$33,000.00**

MBAKERINTL.COM

11 N. Water Street, Suite 14290 | Mobile, AL 36602
Office: 251.380.0898 | Fax: 251.3809026

In light of the additional work and extended construction period described above, we respectfully request a contract amendment in the amount of $33,000.00. We appreciate the City's consideration of this request. If you have any questions or would like to discuss further, please contact me at 251.751.7487.

Respectfully,



Brian Morgan, PE
Project Manager

Cc: Jeff May, PE, *Michael Baker International*
Collin Hunt, *Micheal Baker International*

21-893 **2024**

RESOLUTION

Sponsored by: Mayor Williams S. Stimpson
Councilmembers Cory Penn, William Carroll, C.J. Small, Ben Reynolds, Joel Daves, Josh Woods, Gina Gregory

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

that the Mayor and the City Clerk be, and they hereby are, authorized and directed to execute and attest, respectively, for and on behalf of the City of Mobile, a contract, by and between the City of Mobile and the company listed below, for work as outlined in the contract attached hereto and made a part hereof as set forth in full, subject to the company signing the contract and furnishing the required bonds and insurance. A copy of said executed contract will be on file in the office of the City Clerk.

Name of Company: Michael Baker International, Inc.

Project Name: Miscellaneous Drainage Repairs (D1-7)
COM Project# 2024-3005-19

Estimated Cost: $120,500.00

Adopted: SEP 17 2024

City Clerk



MISCELLANEOUS DRAINAGE REPAIRS

PROJECT NO. 2024-3005-19

ENGINEER:

MICHAEL BAKER INTERNATIONAL, INC.

STATE OF ALABAMA
CITY OF MOBILE

CONTRACT

This AGREEMENT made and entered into this _____day of _____, 2024, by and between the CITY OF MOBILE, ALABAMA (hereinafter called the CITY), acting by and through its MAYOR and CITY COUNCIL, and **MICHAEL BAKER INTERNATIONAL, INC.** (hereinafter called the "ENGINEER").

WITNESSETH, that in consideration of the mutual covenants and agreements herein contained, the parties hereto do mutually agree as follows:

I. DEFINITIONS

The following terms and their definitions shall apply:

ALDOT – State of Alabama Department of Transportation

CITY – City of Mobile, Alabama

CITY COUNCIL – Mobile City Council, the governing body of the City of Mobile, Alabama, the party of the first part of the Agreement.

CITY ENGINEER – That person designated by the CITY as CITY ENGINEER or his appointed assistants.

CONTRACT – Whenever the word "CONTRACT" is used it shall be held to mean this executed document and any and all exhibits and attachments comprising the written agreement between the City of Mobile and the ENGINEER setting forth the obligations of the parties hereunder for the performance of the prescribed work.

CONTRACTOR – An individual, corporation, partnership, or other entity selected to perform any or all construction services.

ENGINEER – The engineering company assigned to perform engineering and construction inspection services for this PROJECT. The engineering company so assigned to this PROJECT is **MICHAEL BAKER INTERNATIONAL, INC.**

INSPECTOR – An authorized representative of the ENGINEER, assigned to make inspections of the PROJECT.

NOTICE TO PROCEED – A written notice to proceed issued by the CITY ENGINEER either for the Preliminary Design & Investigation Phase, the Design Phase, the 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 – MISCELLANEOUS DRAINAGE REPAIRS, City of Mobile Project No. 2024-3005-19. This CONTRACT is for engineering design and construction inspection for misc. bridge maintenance at multiple locations and drainage repairs at Toulmins Spring Branch west of Wilson Avenue. This CONTRACT is also for engineering design of the UT to Toulmins Springs Branch east of US-45. (See Exhibit A for approximate locations). **The professional engineering services may include advertisement and evaluation of bids; and recommendation of a low bidder and construction inspection services as directed by the CITY ENGINEER.**

PROJECT ENGINEER – A registered Professional Engineer licensed in the State of Alabama who is an authorized representative of the **ENGINEER.**

STANDARD SPECIFICATIONS – Alabama Department of Transportation Standard Specifications for Highway Construction, 2022 edition, with all latest additions and modifications by the Engineering Department of the City of Mobile, on file in the office of the CITY ENGINEER.

II. STANDARDS

The CITY hereby retains the ENGINEER and the ENGINEER agrees to perform for the CITY the professional engineering services in connection with the PROJECT. Professional engineering services shall include all work necessary to the performance in proper sequence of the items of work as hereinafter set forth. The ENGINEER, in the preparation of plans and any other items pertaining to this PROJECT, will meet the requirements for conformance with the Standard Specifications, adopted by the State of Alabama Department of Transportation, and applicable local ordinances, and will ascertain the practices of the CITY prior to beginning any work on this PROJECT. All work required under this CONTRACT will be performed in accordance with these standards and any special requirements hereinafter set forth. All work performed by the ENGINEER under this CONTRACT will be submitted to the CITY for review and administrative approval only.

III. SCOPE OF WORK

The ENGINEER shall ensure that all engineers, technical staff, inspectors, observers and agents are duly licensed and qualified as to any duties assigned by, or the responsibility of, the ENGINEER. The parties agree that throughout the life of the contract that the ENGINEER shall submit in writing to the CITY ENGINEER, all qualifications of all engineers, technical staff, inspectors, observers, agents and any substitutions, replacements or additions prior to appointment or use by the ENGINEER. Although the CITY ENGINEER shall have the right to suspend the work wholly, or in part, due to any

inadequacies, as opined by the CITY ENGINEER, of any of ENGINEER'S technical staff, inspectors, observers, engineers or agents, all acts by the ENGINEER, or ENGINEER'S technical staff, inspectors, observers, engineers or agents are the sole responsibility and liability of the ENGINEER.

The scope of work is divided into the following Phases:

A. Design Phase
   Part 1 – Multiple Bridge Culvert Sites & Toulmins Spring Branch East of Wilson Avenue
   Part 2 – Toulmins Spring Branch Site (West of US-45)
B. Pre-Bid to Pre-Construction Phase (Part 1)
C. Construction Phase (Part 1)

A. DESIGN PHASE

1. General

Should the CITY ENGINEER request, the ENGINEER shall schedule and conduct monthly meetings with the CITY ENGINEER to provide a status report of design and progress at each meeting. These meetings shall continue until the construction bid date.

2. Preliminary Engineering and General Requirements

Both Parts (1 and 2):

Requirements under this task shall include all work necessary to provide all surveys, right-of-way maps and legal descriptions, plans, drawings, specifications, cost estimates, and other documents necessary for the advertisement of bids of the final project.

a. Development of a repair schedule and map book for use in the construction contract and bid documents. Includes providing a schedule to include infrastructure deficiency tables, special repair details as required, summary of quantities and annotated location maps of infrastructure repairs. All recommendations will be in accordance with the Design and Construction Standards for the City of Mobile and the Alabama Department of Transportation Standard Specifications for Highway Construction, 2022 Edition.

b. Deploy Survey Personnel for staking of CITY Right-of-Way when improvements may encroach on private property or when in dispute with property owners. If staking of City Right-of-Way is required, this will be considered additional services.

c. Provide a Preliminary Project Cost Estimate for construction of the PROJECT.

d. Identify all permits required by federal, state and local agencies in order to complete the PROJECT. If permits are determined to be required, this will be considered additional services.

e. Prepare a plan outlining the specifications for any necessary subsurface explorations consisting of borings, lab tests and reports as required for design of the PROJECT.

f. Plans shall be provided to each utility at this time. Copy the CITY on all correspondence.

g. Show utilities on the plans, including contact information for each utility. Complete resolution of utility conflicts. Document correspondence.

h. Prepare and submit to the CITY's Engineering Department an erosion control plan that complies with the CITY's Flood Plain Ordinance, Storm Water Drainage Ordinance, and appropriate National Pollutant Discharge Elimination System (NPDES) Stormwater Permit Requirements. The erosion and sediment control (ESC) plan shall be included in the construction plans. The ESC Plan shall include all drainage flow paths and low areas and storm water discharge points (such as inlets, sheet flow, etc.). In addition, design of best management practices (BMPs) to prevent any polluted storm water from leaving the site shall be shown on the plans including location, type, size and quantity for each such BMP (ex: sedimentation pond, berm, etc.). The ESC Plan shall be prepared and signed by a Registered Professional Engineer licensed in the State of Alabama.

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 needed, prepare and submit to the CITY's Engineering Department a plan indicating location, type, size of existing trees, and location of any trees to be removed. If necessary, the approved plan, including details for tree protection, shall be presented to the CITY Tree Commission for permitting. The plan shall be included in the construction plans. ENGINEER shall attend Tree Commission Meeting(s), if required by the CITY.

k. 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.

l. The plans must be designed under the direct supervision of a Registered Professional Engineer licensed in the State of Alabama. The Professional 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 and on the cover of final design calculations.

Part 2 ONLY (Toulmins Spring Branch Site):

m. Prepare and submit to the CITY's Engineering Department, an erosion control plan that complies with the CITY's Flood Plain Ordinance, Storm Water Drainage Ordinance, and appropriate National Pollutant Discharge Elimination System (NPDES) Stormwater Permit Requirements. The erosion and sediment control (ESC) plan shall be included in the construction plans. The ESC Plan shall include all drainage flow paths and low areas and storm water discharge points (such as inlets, sheet flow, etc.). In addition, design of best management practices (BMPs) to prevent any polluted storm water from leaving the site shall be shown on the plans including location, type, size and quantity for each such BMP (ex: sedimentation pond, berm,…). The ESC Plan shall be prepared and signed the PROJECT ENGINEER.

n. 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.

o. 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.

3. Design Surveys

Part 1 (Multiple Sites):

a. Upon a NOTICE TO PROCEED by the CITY, the ENGINEER shall proceed to obtain information as required for design of the PROJECT. Existing maps, plans, records, GIS files, CAD files and other such documents supplied by the CITY or others shall be used for design. Design shall be based on information compiled from the above-mentioned documents/files. The ENGINEER shall inspect the site to determine the required information needed for design and to verify the GIS information.

Both Parts (1 and 2):

b. Upon a NOTICE TO PROCEED by the CITY, the ENGINEER shall proceed with design surveys, to obtain topographic, boundary survey and other information as required for design of the PROJECT. Existing maps, plans, records, GIS files, CAD files and other such documents supplied by the CITY or others shall be used for reference only and shall NOT be used or substituted by ENGINEER as field surveyed information. Design shall be based on actual field surveys conducted by ENGINEER and not information compiled from above mentioned documents/files. The ENGINEER shall inspect the site to determine the required information needed for design, bidding, and construction of the PROJECT.

c. Perform a topographic survey along the proposed alignment of the PROJECT. All significant features within or adjacent to the PROJECT limits shall be located.

d. Establish elevation benchmarks within existing and proposed rights of way at a maximum of 1,000-foot intervals. Bench marks shall be tied to USGS bench marks, or other approved elevation datum.

e. Determine elevations at maximum 100-foot spacing and all significant points along the PROJECT. Cross-sections shall be taken at least every 100 feet; at curves; and at other critical locations, as needed for design. Cross-sections shall extend to the width of the proposed improvements or at least 15 feet from top of bank or top of ditch on both sides at each cross-section.

f. The mid-point of the proposed alignment shall be established as the centerline for stationing and plan/profile design with cross-section information, as required, shown as left or right of the centerline. An offset-line may be used, however, all information, including curves, offsets, etc., shall be based off the centerline and not the offset-line.

4. Right of Way and Easement Survey Requirements

   a. Right of Way and Easement Surveys

      (1) Existing right of way and easement survey shall include the recovery of existing property corners. Existing corners damaged during construction shall be replaced.

   b. Existing right of way and Easement maps shall be submitted to the CITY ENGINEER no later than six (6) weeks after NOTICE TO PROCEED (no later than the 30% submittal). These maps shall include the following information:

      (1) Existing right of way, easements (temporary and permanent) and property lines.

      (2) Edge of existing and proposed Channel.

      (3) Existing fences, utility poles, trees (include location, size and type), shrubbery, and driveways.

      (4) Existing major drainage systems.

      Proposed right of way and Easement maps shall be submitted to the CITY ENGINEER no later than the 60% submittal. If proposed right of way and/or easement documents, outside of the plan sheets, are required this would be considered additional services.

5. Plans and Specifications

The ENGINEER shall prepare and submit detailed plans, specifications, Design Construction Estimates, construction contracts, bid documents, and bid proposals as outlined in Section III.A. The ENGINEER shall also submit a booklet of photos that clearly depict the project before and after construction. Plans and contract documents shall include drainage repairs, improvements and repairs to associated infrastructure at the identified project locations shown in Exhibit A.1.

The plans will show all existing and proposed utilities in the project area. The ENGINEER shall provide coordination with all utilities throughout the design stage to ensure that all relocations and service connections are accomplished in a timely manner. The PROJECT will be constructed in accordance with the STANDARD SPECIFICATIONS, and supplemental specifications for any specialized construction included in this PROJECT.

The CITY will review submittals made during the design period. The purpose and scope of these reviews will be to approve the ENGINEER's intermediate payments and to determine CONTRACT compliance for approving fee requests and determining the project costs. The ENGINEER shall exercise his professional judgement, skill, care, experience, diligence and professional expertise to prepare plans and specifications with the degree of care and skill ordinarily used by members of the Engineering profession in this locality. It is not the intent nor is it the responsibility of the CITY to exercise independent engineering judgement or to verify the calculations, assumptions, and engineering judgement employed by the ENGINEER.

a. Plans shall be submitted at the 30%, 60%, 90% and 100% stages of development. CITY ENGINEER will provide written administrative review comments to the ENGINEER on each submittal for incorporation into the next submittal. The submittals shall be made as per the time limits described below, or the ENGINEER shall submit, in writing, for approval by the CITY ENGINEER, an explanation of delay. Each submittal shall include the review comments and the ENGINEER's written responses from the previous submittal.

(1) **30% Design Submittal** (approximately 30% completion) shall be made **Ten (10) weeks** after comments for the preliminary investigation phase are received by ENGINEER. Plans will include details of field surveyed information such as topography, trees, drainage structures, all utilities, drainage area delineations, patterns and capacity calculations, property lines and owners, rights-of-way, easements, obstructions, problem areas and any other pertinent information. Detailed information for proposed design shall include: preliminary alignment, preliminary drainage design evaluation, design parameters, topographic information, proposed rerouting of utilities, temporary and proposed permanent easements and potential problems. Plans shall be provided to each utility at this time.

(2) **60% Design Submittal** (approximately 60% completion) shall be made **Five (5) weeks** after 30% comments are received by ENGINEER. Plan and profile layout sheets, cross-section sheets, typical sections, drainage sections, earthwork cross-sections, Traffic Control plan sheets, 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. If required, detailed easement documents, both temporary and permanent, shall be submitted. This will be considered additional services. The review comments from the Preliminary Design Plans (30%) must be addressed and incorporated into the 60% plans.

(3) **90% Design Submittal** (approximately 90% completion) shall be made **Four (4) weeks** after 60% comments are received by ENGINEER. Updated plan and profile sheets, cross-sections sheets, detail sheets and all other previously submitted sheets and pertinent and related information required for receipt of bids by the CITY shall be submitted at this point. All utility conflicts should be resolved and proposed re-routing of any utilities should be identified on the plans. All design calculations, specifications, and updated cost estimates will be included with this submittal. If requested, a "Plan-in-Hand" on-site review of the work will be made at this time with the CITY ENGINEER. The ENGINEER will prepare a record of comments and observations and make required changes and/or additions to the plans and specifications. The 60% review comments will be addressed and incorporated into the 90% plans.

(4) **100% Design Submittal** (Issued for Bid Package) shall be made **Three (3) weeks** after 90% comments are received by ENGINEER. The 90% review comments will be addressed and incorporated into the 100% plans. A final review shall be made by the CITY ENGINEER. Final Design submittal shall be made after all administrative review comments from the

100% review have been addressed and incorporated into the plans and the complete work is ready for advertisement.

b. All plans, specifications and drawings prepared or created by ENGINEER pursuant to the performance of its obligations hereunder shall become the property of the CITY immediately upon CITY's tender of payment of fees.

c. The project will be designed and constructed in accordance with the STANDARD SPECIFICATIONS. Detailed special provisions are necessary for any item that differs in Description and/or Method of Measurement and/or Basis of Payment from the STANDARD SPECIFICATIONS.

d. Any use of State of Alabama Department of Transportation Standard Drawings in the design of the project will be referred to on the Title Sheet of the plans. A copy of each Standard Drawing used shall be included in the "As Built" plans submitted for final acceptance of the project.

e. All plans, drawings, and other documents (including electronic files or documents) prepared or furnished by ENGINEER pursuant to this CONTRACT are instruments of service for use by the CITY. The CITY shall be provided at least three (3) copies of all plans, drawings, electronic files (one copy CADD and one copy PDF), Excel files, and other documents for information and reference in connection with the use and occupancy of the project by the CITY for present and future needs. Any reuse will be at the CITY's sole risk unless ENGINEER, for compensation to be agreed upon, reviews and adapts such documents. Upon termination or expiration of this CONTRACT, the ENGINEER shall, return to the CITY all documents and records provided by the CITY and those produced, developed or used by the ENGINEER for this project.

B. PRE-BID TO PRE-CONSTRUCTION: **PART 1 ONLY (MULTIPLE SITES)**

1. Upon approval of the bid package and if requested from the CITY, an "Invitation for Bids" will be prepared by the ENGINEER and issued by the CITY ENGINEER. During the bid period and up to the notice of award to the successful bidder, the ENGINEER shall provide the following services:

   a. Assist the CITY ENGINEER in replying to questions from prospective bidders and prepare Addenda to the bid documents as required by the CITY ENGINEER.

   b. Attend bid opening, review bids, prepare bid tabulation, and make recommendations for award to the lowest responsive bidder.

   c. The ENGINEER shall number all proposals serially and record the name of the Contractor and the number of the proposal issued to that Contractor. **The ENGINEER shall check each Contractor to assure each is properly licensed.** A copy of this record will be given to the CITY ENGINEER by the end of the workday proceeding the day of the bid opening. The CITY will not open any bid from a Contractor whose name is not recorded for proposals issued.

   d. The ENGINEER will be present at the bid opening. He should bring copies of the list of prospective bidders with space provided to record their bid. The

ENGINEER's estimate of cost of the PROJECT should be indicated on this list.

e. The current CITY Contract Documents shall be used on this PROJECT. Only additional Special Provisions may be added to these documents to describe special requirements particular to this PROJECT.

f. Upon receipt of the bid documents, the ENGINEER shall review the bids to assure proper bid bonds. The ENGINEER shall also prepare a tabulation of all bidders, and submit a minimum of three copies, including an electronic Excel file, to the CITY ENGINEER along with recommendation of the Contractor submitting the lowest responsive bid, meeting all required specifications.

g. Upon notification of award of the bid by the CITY ENGINEER, the ENGINEER shall prepare five (5) bound sets of contract documents and supply them to the CONTRACTOR. One set of documents will contain the **original** bid documents, with the CONTRACTOR's original signatures. **All 5 sets shall contain original signatures and original seals.** The CONTRACTOR should execute and return these documents to the ENGINEER within ten (10) working days. The ENGINEER should then check these documents for proper bonding, insurance certificates, proper signatures, and seals. If all documents are in order, the ENGINEER should submit all five (5) contract agreements to the CITY ENGINEER for execution by the CITY COUNCIL.

h. The ENGINEER shall conduct a Pre-construction conference with the CITY staff, the CONTRACTOR, the testing firm, and all utilities involved in the PROJECT to establish the work schedule and coordination of all persons necessary for the proper execution and construction of the PROJECT.

C. CONSTRUCTION PHASE (PART 1)

1. Quality Assurance

a. ENGINEER shall require the CONTRACTOR to ensure quality assurance during construction. The CONTRACTOR's quality assurance shall be conducted in general conformance to procedures set forth in the STANDARD SPECIFICATIONS and the requirements of the National Pollution Discharge Elimination System (NPDES) Storm Water Discharge General Permit, if applicable. The ENGINEER shall require the CONTRACTOR to maintain on-site a copy of the STANDARD SPECIFICATIONS and the ENGINEER shall insure that all of the personnel involved in the construction phase of the project are thoroughly familiar with the provisions of the STANDARD SPECIFICATIONS.

2. Compliance with Plans and Specifications

The ENGINEER shall enforce all requirements of the plans and specifications for compliance with quality, quantity, materials, and measurements excluding safety.

a. The ENGINEER shall supply control points throughout the PROJECT. The CONTRACTOR shall be responsible for maintenance of the control points.

b. The ENGINEER shall inform and coordinate with the material testing firm contracted by the CITY, to perform materials testing and associated services.

c. The ENGINEER shall insure the materials comply with specifications by continuous coordination and communication with the material testing firm assigned by the CITY.

d. The ENGINEER shall review construction invoices, verify quantities, and certify accuracy for submittal to and approval and payment by the CITY.

e. The ENGINEER shall provide construction administration and be in responsible charge of the project.

3. PROJECT Observation/Inspection

a. The ENGINEER shall appoint a competent INSPECTOR, capable of reading and thoroughly understanding the plans and specifications and thoroughly experienced in the type of work to be performed, who shall work under the direct supervision of a registered PROJECT ENGINEER. The INSPECTOR shall be experienced and qualified to determine the requirements of the plans and specifications. The ENGINEER shall ensure that all engineers, technical staff, inspectors, observers and agents are duly licensed and qualified as to any duties assigned by, or the responsibility of, the ENGINEER. The parties agree that throughout the life of the contract that the ENGINEER shall submit in writing to the CITY ENGINEER, all qualifications of all engineers, technical staff, inspectors, observers, agents and any substitutions, replacements or additions prior to appointment or use by the ENGINEER. Although the CITY ENGINEER shall have the right to suspend the work wholly, or in part, due to any inadequacies, as opined by the CITY ENGINEER, of any of ENGINEER'S technical staff, inspectors, observers, engineers or agents, all acts by the ENGINEER, or ENGINEER'S technical staff, inspectors, observers, engineers or agents are the sole responsibility and liability of the ENGINEER.

b. 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.

c. The CITY ENGINEER reserves the right to appoint department representatives to observe all plans and works of the ENGINEER. The appointed CITY representatives shall have access to all plans, drawings, specifications and reports of the ENGINEER relating to the PROJECT.

d. 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.

e. The PROJECT ENGINEER in responsible charge shall conduct periodic field reviews to assure compliance with plans and specifications. All inspections shall be documented and submitted to the CITY ENGINEER.

f. 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.

g. 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.

h. Monthly estimates shall be broken down and include an explanation submitted for pay items exceeding plan quantities by more than five percent (5%). The report of overruns shall be submitted with the monthly estimate in which the overrun was incurred. The Professional Engineer in responsible charge for the PROJECT must sign these estimates. A summary of the above noted overruns exceeding five percent (5%) shall be submitted with the Final Closeout Documentation. Monthly estimates shall also include a DBE Utilization Report and Progress Report for the month.

i. No major changes in the "as bid" construction plans shall be made prior to submittal to the CITY ENGINEER for review and administrative approval.

j. The ENGINEER shall require the CONTRACTOR to check all of the CONTRACTOR's equipment before it is used on the PROJECT to assure that it meets the requirements of the STANDARD SPECIFICATIONS, for the sole purpose of quality assurance. The PROJECT shall be stopped at any time if the equipment is not in accordance with STANDARD SPECIFICATIONS.

k. When all pay items have been completed; the ENGINEER shall hold a semi-final review and give the CONTRACTOR a written "Punch List" of items to be completed prior to the ENGINEER's recommendation for acceptance of the PROJECT. When the CONTRACTOR has completed the work on the Punch List to the satisfaction of the ENGINEER, a written recommendation for acceptance of the PROJECT will be submitted to the CITY ENGINEER.

l. Upon written certification by the ENGINEER that the PROJECT has been completed in accordance with the contract documents, the CITY ENGINEER will conduct a final review. Following the CITY ENGINEER's concurrence with the recommendation for acceptance, the ENGINEER shall submit the final estimate and close out documents to the CITY. The date of receipt of the final payment by the CONTRACTOR will be the date of acceptance of the PROJECT by the CITY.

4. Progress Review

a. The ENGINEER will be required to maintain strict review of progress of the PROJECT's construction. A monthly time report shall be submitted to the CITY ENGINEER and to the CONTRACTOR. The monthly report will be dated the Monday following the reported period, delivered via fax or regular mail, and postmarked to the CONTRACTOR on the same date.

b. Any discrepancies between the CONTRACTOR and the ENGINEER regarding the monthly work day charge must be resolved immediately. Discrepancies not resolved within ten (10) working days of the original report date shall be documented by the ENGINEER and delivered to the CITY ENGINEER. At this time, the CITY ENGINEER will intervene and resolve

the dispute. The CITY ENGINEER's resolution shall be accepted by and binding on both the ENGINEER and the CONTRACTOR. If the CONTRACTOR has not informed the ENGINEER in writing of any disagreement with the monthly work day charge within ten (10) work days of the original report date, such monthly work day charge shall be deemed accepted by the CONTRACTOR. No subsequent complaint will be allowed. When the work has been stopped by reasons beyond the CONTRACTOR's control, such as weather, unacquired right-of-way, utility obstructions, etc., it will be the duty of the ENGINEER to notify the CONTRACTOR when work can resume. It will then be the duty of the CONTRACTOR to notify the ENGINEER of the time and location work on the PROJECT will resume.

c. The ENGINEER will provide daily updates including progress photos to a text message group provided by the CITY.

d. The ENGINEER will review the CONTRACTOR's schedule and ensure it is updated weekly and provided to the CITY.

5. PROJECT Closeout

a. "As Built" plans that clearly delineate any changes from the original "As Bid" plans shall be submitted to the CITY ENGINEER within thirty (30) working days of the acceptance for maintenance of the PROJECT. One bound copy of all test reports for the PROJECT will be submitted with these plans. The "As-Built" plans with any changes from "As Bid" plans 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 CITY ENGINEER. This information, including copies of the daily diary and calculations by which the final quantities were determined shall be submitted in accordance with the STANDARD SPECIFICATIONS. ENGINEER shall submit to the CITY all documentation required for PROJECT closeout as outlined in Exhibit E.

IV. MUTUAL AGREEMENT

It is mutually agreed by the parties hereto as follows:

A. The ENGINEER agrees to start work on the professional services outlined herein within ten (10) days after issuance of and in accordance with a NOTICE TO PROCEED. The CITY and the ENGINEER shall mutually agree upon the schedule and completion time for Professional Services under this Agreement.

B. This CONTRACT may be terminated by the City for any reason, with or without cause, by providing thirty (30) days written notice to the ENGINEER. In the event of termination, all finished and unfinished documents, data, studies, surveys, drawings, maps, models, photographs, perspectives, and reports prepared by the ENGINEER shall become the property of the CITY. In the event of termination, the ENGINEER shall be compensated for services performed prior to termination. Such compensation shall be negotiated at the time of termination and as based on Section V.A, "Contracted Services". The CITY may notify the ENGINEER, in writing, to suspend, delay, or interrupt all or any part of the work for the CITY's convenience, due to events beyond the control of the CITY, or for any other reasons. After the CITY suspends the

PROJECT for more than ninety (90) consecutive days, the ENGINEER may terminate this CONTRACT by giving thirty (30) days written notice.

C. The CITY and the ENGINEER each binds itself, its successors and assigns, to the other party of this contract, in respect to all covenants of this CONTRACT. Engineer shall not transfer or assign this contract or the license or any of the rights or privileges granted herein without the prior written consent of the CITY; which such consent shall be granted or denied solely at CITY'S discretion.

D. All covenants, agreements, and stipulations of this CONTRACT shall remain in full force until completion of construction of the PROJECT encompassed herein or for a period of two (2) years from the date of this CONTRACT, whichever occurs first. The CONTRACT time may be extended by mutual agreement between the CITY and the ENGINEER, provided that nothing contained in this CONTRACT will be deemed to limit or to reduce the ENGINEER's duties and responsibilities for providing professional engineering services, nor to limit or reduce ENGINEER's liability for any breach thereof.

E. The ENGINEER shall reimburse the CITY for attorney's fees incurred due to any breach by ENGINEER of its obligations under the terms of this CONTRACT.

V. BASIS OF PAYMENT

Any language to the contrary in this Agreement notwithstanding, all payments to the ENGINEER for professional engineering services as identified in Section V shall be made only in return for work actually performed in completion of the PROJECT and properly documented to the CITY. All payments to the ENGINEER for such work performed shall be compensated at the rates stated in the Engineer's Hourly Rates, which is incorporated into this Agreement as Exhibit C. In all instances where compensation amounts are based upon or associated with a percentage of completion calculation, that percentage of completion calculation shall be determined by the CITY ENGINEER.

A. CONTRACTED SERVICES

Subject to the provisions below and upon receipt by CITY of the deliverables listed in Section III, CITY agrees to pay the ENGINEER, as compensation for such professional engineering services, as shown in the Engineer's Hourly Rates in Exhibit C and as authorized by the CITY as follows:

1. It is mutually agreed that compensation to the ENGINEER will be as follows:

   a. After receipt of a NOTICE TO PROCEED from the CITY, ENGINEER shall perform Design Phase services through 30%, in accordance with the schedule and appropriate portion of Section III.A of this CONTRACT. Payment for work performed in Section III.A through 30% Design completion shall not exceed $28,600.00 (Twenty Eight Thousand Six Hundred Dollars and Zero Cents).

   b. Based on the results of the 30% submittal review, ENGINEER shall perform Design Phase services through 60%, in accordance with the schedule and appropriate portion of Section III.A of this CONTRACT. Payment for work performed in Section III.A through 60% Design completion shall not exceed $17,100.00 (Seventeen Thousand One Hundred Dollars and Zero Cents).

c. Based on the results of the 60% submittal review, ENGINEER shall perform Design Phase services through 90%, in accordance with the schedule and appropriate portion of Section III.A of this CONTRACT. Payment for work performed in Section III.A through 90% Design completion shall not exceed $17,100.00 (Seventeen Thousand One Hundred Dollars and Zero Cents).

d. Based on the results of the 90% submittal review, ENGINEER shall complete the 100% design and perform Pre-Bid to Pre-Construction Phase services in accordance with Section III.A and III.B of this CONTRACT. Payment for work performed in Section III.A through 100% Design of this CONTRACT and Section III.B shall not exceed $5,700.00 (Five Thousand Seven Hundred Dollars and Zero Cents).

e. Upon letting of the contract for construction of this PROJECT, compensation to the ENGINEER shall continue to be based on work performed and documented but shall be limited to the percentage completion of the construction, which such percentage of completion shall be determined by the CITY ENGINEER. The ENGINEER's invoice shall be submitted with the CONTRACTOR'S monthly estimate. Full payment cannot be paid to the ENGINEER until all close out documents have been received and retainage is released to the CONTRACTOR. See Exhibit E for requirements for closing the PROJECT. The Fee Disbursement Schedule attached hereto as Exhibit D, sets out the maximum amount to be disbursed for work performed under Section III, and will be based on the hourly rates in Exhibit C, unless otherwise authorized by the CITY in its sole discretion. Payment for work performed in Section III of this Agreement shall not exceed $47,000.00 (Forty-Seven Thousand Dollars and Zero Cents).

f. Failure to perform any service identified in a NOTICE TO PROCEED shall result in an equitable deduction from ENGINEER's compensation, without limitation or waiver of any other remedy available to City for such failure.

B. ADDITIONAL SERVICES

1. Following award of the Agreement, the CITY shall pay the ENGINEER the expense of additional services, if requested by the CITY, in writing with a NOTICE TO PROCEED. Additional services, if initiated, shall be based on the hourly rates in EXHIBIT C and shall not exceed $5,000.00 (Five Thousand Dollars and No Cents).

2. In the event of termination of this Agreement due to failure by the ENGINEER to perform any and/or all of the ENGINEER's obligations in the prompt and efficient manner satisfactory to the CITY, the CITY will have the right to employ one or more other engineers of its choice to complete the PROJECT. The ENGINEER will reimburse the CITY all costs, fees and expenses which may result from such termination and employment of other engineers.

C. LIMITATIONS OF ENGINEERING COMPENSATION

Notwithstanding any other provision of this Agreement or any NOTICE TO PROCEED to the contrary, total and inclusive compensation and fees (including all phases) to be paid the ENGINEER associated with the above-mentioned

PROJECT shall not exceed $120,500.00 (One Hundred Twenty Thousand Five Hundred Dollars and Zero Cents).

VI. INDEMNITY AND INSURANCE REQUIREMENTS

A. INDEMINIFICATION: The ENGINEER shall indemnify and hold harmless City and its officers, elected officials, agents, representatives, and employees for any and all claims, injuries, losses, diminution in value, damages, liabilities, whether or not currently due, and related expenses to the extent caused by any negligence, recklessness, intentional tort, intellectual property infringement, or failure to pay a subconsultant or supplier that is committed by ENGINEER or the ENGINEER'S agent, ENGINEER under contract, or other entity for which ENGINEER is legally liable. ENGINEER shall defend the City, its officials, agents, representatives, and employees against any and all claims arising out of the rendering of or failure to render professional services by ENGINEER or its agents covered by ENGINEER'S policy of professional liability insurance in accord with named minimum requirements. The parties acknowledge and agree that this contract requires ENGINEER to procure and maintain professional liability insurance that satisfies the named requirements. ENGINEER shall reimburse the City for its reasonable attorney fees, damages, losses, injuries, or other litigation costs in proportion to ENGINEER'S liability, or in proportion to the extent ENGINEER participates in resolution of a claim also made against the City. The parties acknowledge and agree that nothing in the foregoing shall be construed to require ENGINEER to indemnify, hold harmless or defend the City except as permissible under Acts of Alabama 2021-318, or subsequent codifications thereof.

STANDARD OF PERFORMANCE: ENGINEER shall perform all professional services under this contract with the professional skill and care ordinarily provided by a competent design professional practicing under the same or similar circumstances and professional licenses as expeditiously as is prudent considering the ordinary professional skill and care of a competent design professional.

B. INSURANCE: For the duration of this Agreement, ENGINEER shall maintain the following minimum amounts for each Project:

1. Professional Liability Insurance:

   Professional Liability Insurance including design with the limits not less than $1,000,000 per claim.

2. Workers' Compensation/Employer's Liability:

   a. **Workers' Compensation insurance in the amounts required by all applicable laws, rules or regulations of the state of Alabama.**

   b. Employer's Liability with limits of not less than:

Bodily Injury by Accident	**$1,000,000 each accident**
Bodily Injury by Disease	**$1,000,000 policy limit**
Bodily Injury by Disease	**$1,000,000 each employee**

   c. Borrowed Servant/Alternate Employer endorsement in favor of City of Mobile.

3. Comprehensive General Liability Insurance:

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

   b. **Limit of Liability: $1,000,000 combined single limit of liability each occurrence bodily injury or property damage.**

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

4. Automobile Liability Insurance:

   a. Automobile Liability Insurance to cover any auto, including all owned, non-owned, and hired vehicles, with a $1,000,000 combined single limit of liability each accident for bodily injury and/or property damage.

5. Excess/Umbrella Liability Insurance

   a. Providing following form coverage for Employer's Liability, Comprehensive General Liability, and Automobile Liability.

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

C. CERTIFICATE OF LIABILITY INSURANCE ENDORSEMENT PAGE

The policy endorsements listed below are required and must be listed in the "Descriptions of Operations" box on the Certificate of Liability Insurance or listed separately on an attachment to the certificate of insurance (ACORD 101, Additional Remarks Schedule).

1. Waiver of Subrogation - All policies of insurance shall be endorsed to waive rights of subrogation in favor of City of Mobile.
2. Additional Insured - All policies of insurance, except those referenced under paragraph A, shall be endorsed to name City of Mobile as an Additional Insured.
3. Primary Insurance - All policies of insurance, except those referenced under paragraph A, shall be endorsed to provide that all such insurances are primary and non-contributing with any other insurance maintained by City of Mobile.
4. Notice of Cancellation - Certificates of Insurance shall provide that such insurance shall not be subject to cancellation, non-renewal nor material change without 30 days or more (except 10 days for non-payment) prior written notice thereof to the City of Mobile.
5. Certificates of Insurance - General - Within ten (10) calendar days from the date of issuance of Contract forms for execution, Contractor shall deliver to the City of Mobile, certificates of insurance (standard ACORD format) certifying the existence and limits of the insurance coverages along with separate policy endorsements as described above. Contractor shall also be responsible for delivering policy renewal certificates to the City of Mobile.

VII. E-VERIFY

By signing this contract, the contracting parties affirm, for the duration of the CONTRACT, that they will not violate Federal Immigration Law or knowingly employ, hire for employment, or continue to employ an unauthorized alien within the State of Alabama. Furthermore, a contracting party found to be in violation of this provision shall be deemed in breach of the CONTRACT and shall be responsible for all damages resulting therefrom.

VIII. SOURCE OF FUNDS FOR PAYMENT

The source of funds for payment by CITY under this contract is FY2024 Storm Water Fee Allocation Funds. Said funds are on hand at the time of the execution of this CONTRACT.

IX. PROHIBITION OF BOYCOTTING

By signing this CONTRACT, the ENGINEER represents and agrees that it is not currently engaged in, nor will it engage in, any boycott of a person or entity based in or doing business with a jurisdiction with which the State of Alabama can enjoy open trade.

X. ANTI-DISCRIMINATION CLAUSE

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

XI. GOVERNING LAW AND VENUE

This Agreement shall be governed by the laws of the State of Alabama, and the appropriate venue for any actions arising out of this Agreement shall be a court of proper jurisdiction in Mobile, Alabama.

XII. E-BUILDER

The City utilizes e-Builder as its project management system. E-Builder is a secure data collection site: https://app.e-builder.net ENGINEER shall use e-Builder as an essential component to project management with the City of Mobile.

CITY OF MOBILE, A Municipal Corporation

By: _____
William S. Stimpson
Mayor

ATTEST:

By: Lana Pafenbach
Its City Clerk ASSISTANT

Print: Lana Pafenbach

MICHAEL BAKER INTERNATIONAL, INC.

By: _____

Print: Jeffrey D. May, P.E.

Its: Vice President

Address: 11 North Water Street, Suite 14290
Mobile, AL 36602

Telephone: 251-380-0898

STATE OF ALABAMA
CITY OF MOBILE

I, Leslie W. Phillips, a Notary Public in and for said State and County, hereby certify that Jeffrey D. May, whose name as Vice President of Michael Baker International, Inc. is signed to the foregoing conveyance and who are known to me acknowledged before me on this day, that, being informed of these contents of the conveyance, he as such officer and with full authority, executed the same voluntary on the day the same bears date.

Given under my hand and notarial seal on this the 31st day of July, 2024.

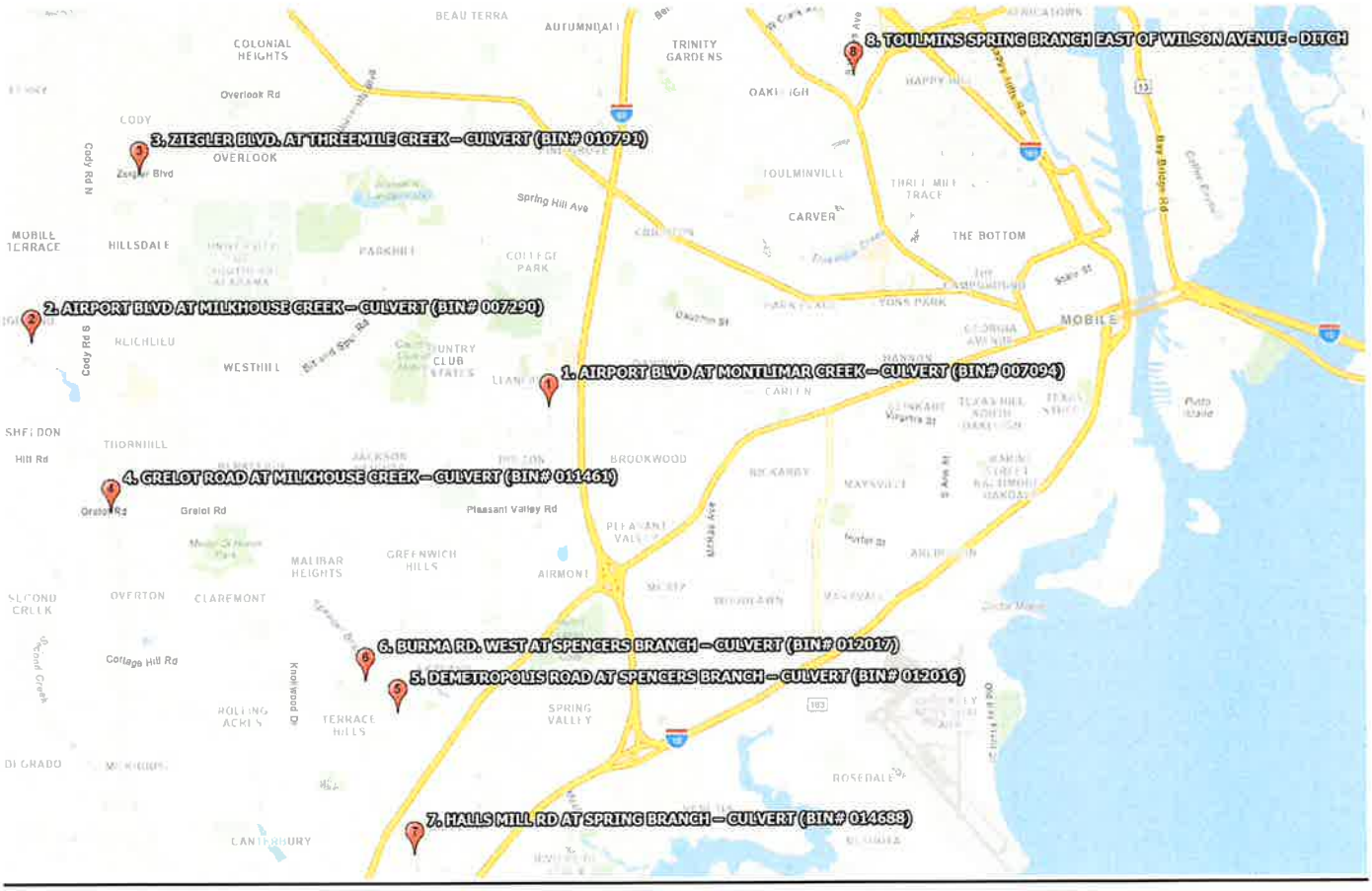
_____
NOTARY PUBLIC

My Commission Expires: 01/22/2025

Leslie W. Phillips
NOTARY PUBLIC
Alabama State At Large
My Commission Expires 1/22/2025

EXHIBIT A: PROJECT LOCATION

PART 1 (MULTIPLE SITES)



1. AIRPORT BLVD AT MONTLIMAR CREEK – CULVERT (BIN# 007094)
2. AIRPORT BLVD AT MILKHOUSE CREEK – CULVERT (BIN# 007290)
3. ZIEGLER BLVD. AT THREEMILE CREEK – CULVERT (BIN# 010791)
4. GRELOT ROAD AT MILKHOUSE CREEK – CULVERT (BIN# 011461)
5. DEMETROPOLIS ROAD AT SPENCERS BRANCH – CULVERT (BIN# 012016)
6. BURMA RD. WEST AT SPENCERS BRANCH – CULVERT (BIN# 012017)
7. HALLS MILL RD AT SPRING BRANCH – CULVERT (BIN# 014688)
8. TOULMINS SPRING BRANCH EAST OF WILSON AVENUE – DITCH

PART 2 (TOULMINS SPRING BRANCH SITE WEST OF US-45)

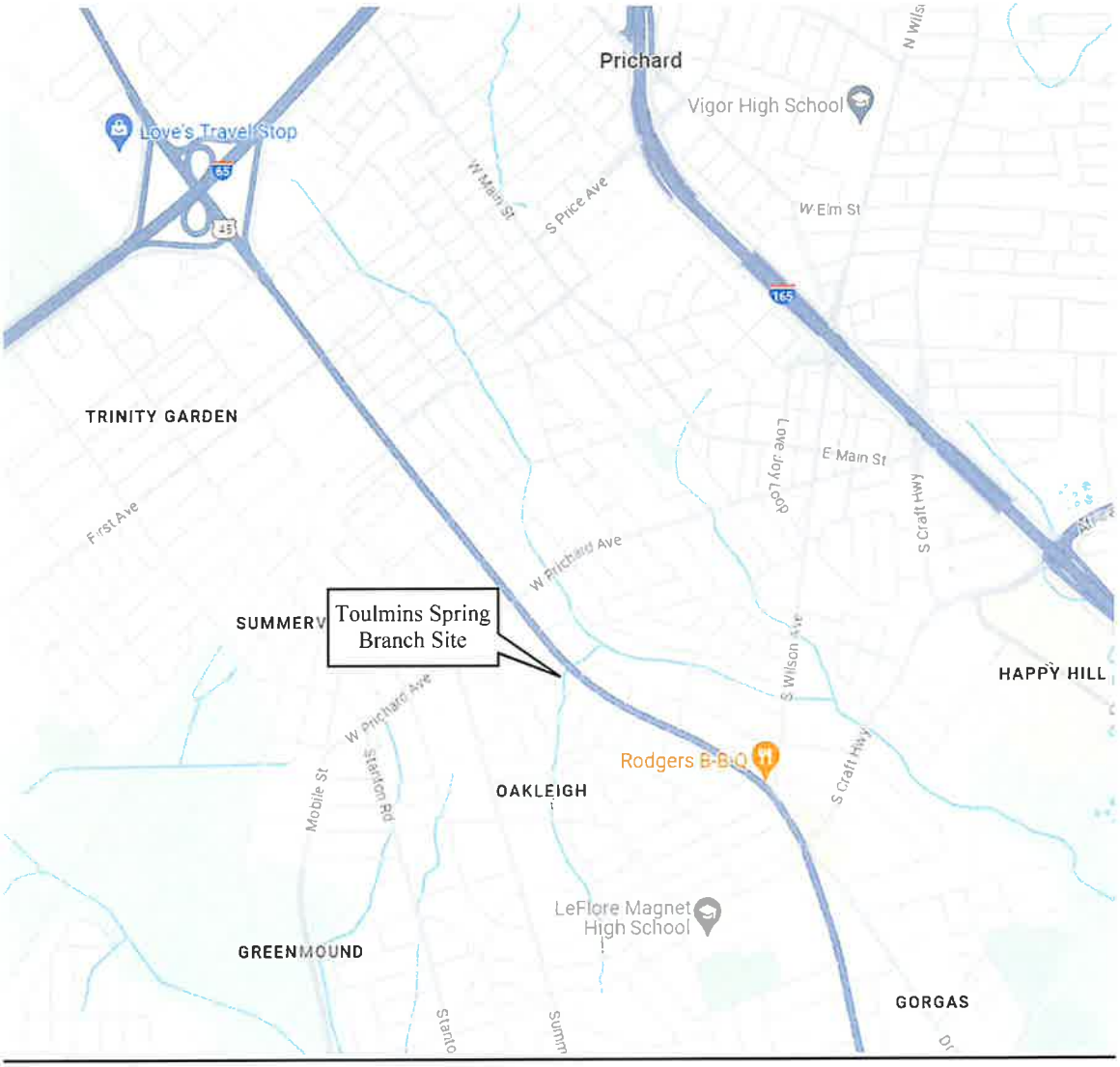


EXHIBIT B: PROJECT ESTIMATE

PROJECT – (See Exhibit A for location.) **MISCELLANEOUS DRAINAGE REPAIRS** City of Mobile Project No. **2024-3005-19.**

ESTIMATED PROJECT COST - Construction of the PROJECT is estimated to be **$850,000 [Eight Hundred Fifty Thousand Dollars and No Cents]**.

ESTIMATED PROFESSIONAL ENGINEERING SERVICES COST - Total fees to be paid to the ENGINEER shall not exceed **$120,500 [One Hundred Twenty Thousand Five Hundred Dollars and Zero Cents]**, unless authorized by the CITY.

CITY DISTRICT: City Wide

FUNDING SOURCE: C0973 (MISCELLANEOUS DRAINAGE REPAIRS)

EXHIBIT C: FEE SCHEDULE

ENGINEER'S SUMMARY OF HOURLY RATES

MICHAEL BAKER INTERNATIONAL
SCHEDULE OF RATES
MISCELLANEOUS DRAINAGE REPAIRS
PROJECT NO. 2024-3005-19

CLASSIFICATION	HOURLY RATES
Project Manager	$ 210.00
Professional Engineer	$ 145.00
Engineering Intern	$ 105.00
CADD Technician I	$ 75.00
CEI Manager	$ 120.00
Sr. Inspector	$ 100.00
Level I Inspector	$ 55.00
Clerical / Office Administrative Assistant	$ 85.00

The City shall reimburse based on the above rates and reimburse for the following actual expenses: copies, reproduction, postage, long distance telephone charges and laboratory services. Mileage shall be reimbursed at a rate of $ 0.665 / mile. Any travel expenses other than mileage must be approved in advance by the City. These rates shall remain valid until December 31, 2024. After December 31, 2024, current standard IRS mileage rates shall be used.

RSA Battle House Tower
11 N. Water Street, Suite 14290 | Mobile, AL 36602
Office: 251.380.0898 | Fax: 251.380.9026

EXHIBIT D: ENGINEER'S FEE DISBURSEMENT SCHEDULE

Design Phase 30%	$ 28,600.00
Design Phase 60%	$ 17,100.00
Design Phase 90%	$ 17,100.00
Design Phase 100% and Pre-Bid to Pre-Construction Phase	$ 5,700.00
Construction Phase	$ 47,000.00
Base Contract Amount	**$ 115,500.00**
Additional Services (If requested in writing by the City Engineer)	$ 5,000.00
Total Contract Amount including Additional Services	**$ 120,500.00**

EXHIBIT E: PROJECT CLOSEOUT CHECKLIST

The following items must be submitted to the CITY for PROJECT closeout:

- Engineers Field Book
- Pictures of PROJECT site before, during & after construction
- As-built Drawings
- Copy of Contract Documents:
    - Advertisement for Bids
    - Instructions to Bidders
    - Contractor Proposal
    - Contractor Bid Bond
    - Contractor Labor & Materials Bond
    - Contractor Performance Bond
    - Certificate of Contractor's & Subcontractor's Insurance
    - Special Provisions
    - Articles of Agreement
    - Supplemental Specifications
    - PROJECT Sign Detail
    - Addendums
- INSPECTOR 's Daily Reports
- Correspondence affecting Construction
- Quantity & Payment Documentation
    - Documents showing final quantities & payment
    - Product Specifications, if applicable
- All Haul Tickets
    - Separated by pay items & date. Then labeled with date, pay item #, total quantity for that day, & total quantity to date.
- All Test Reports
- CADD files of drawings
- Pdf's of drawings

EXHIBIT F: INSURANCE CERTIFICATIONS

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

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	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

© 1988-2015 ACORD CORPORATION. All rights reserved.

ACORD 25 (2016/03) The ACORD name and logo are registered marks of ACORD

CERTIFICATE OF LIABILITY INSURANCE

DATE(MM/DD/YYYY)
08/01/2024

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

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

Holder Identifier :

PRODUCER	CONTACT NAME:	
Aon Risk Services Central, Inc. Pittsburgh PA Office EQT Plaza ~ Suite 2700 625 Liberty Avenue Pittsburgh PA 15222-3110 USA	PHONE (A/C. No. Ext): (866) 283-7122	FAX (A/C. No.): (800) 363-0105
	E-MAIL ADDRESS:	

INSURED	INSURER(S) AFFORDING COVERAGE	NAIC #
Michael Baker International, Inc. 11 N. Water Street, Suite 14290 Mobile AL 36602 USA	INSURER A: XL Insurance America Inc	24554
	INSURER B: Allied World Surplus Lines Insurance Co	24319
	INSURER C: American Guarantee & Liability Ins Co	26247
	INSURER D: Zurich American Ins Co	16535
	INSURER E:	
	INSURER F:	

COVERAGES **CERTIFICATE NUMBER:** 570107450173 **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,

Limits shown are as requested

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
D	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE / X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY / X PRO-JECT / X LOC OTHER:			GL0419728102	08/30/2023	08/30/2024	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 $1,000,000 $10,000 $2,000,000 $4,000,000 $4,000,000
D	AUTOMOBILE LIABILITY X ANY AUTO OWNED AUTOS ONLY / SCHEDULED AUTOS X HIRED AUTOS ONLY / X NON-OWNED AUTOS ONLY			BAP 4197284 02	08/30/2023	08/30/2024	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$2,000,000
C	X UMBRELLA LIAB / X OCCUR EXCESS LIAB / CLAIMS-MADE DED / X RETENTION $10,000			AUC053258205	08/30/2023	08/30/2024	EACH OCCURRENCE AGGREGATE	$2,000,000 $2,000,000
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR / PARTNER / EXECUTIVE OFFICER/MEMBER (Mandatory in NH) Y/N: N If yes, describe under DESCRIPTION OF OPERATIONS below	N/A		WC419728202 AOS	08/30/2023	08/30/2024	X PER STATUTE / OTH-ER	
D				WC419728502 WI	08/30/2023	08/30/2024	E.L. EACH ACCIDENT E.L. DISEASE-EA EMPLOYEE E.L. DISEASE-POLICY LIMIT	$1,000,000 $1,000,000 $1,000,000
B	E&O - Professional Liability Primary			03124806 Claims Made SIR applies per policy terms & conditions	08/30/2023	08/30/2024	Per Claim Aggregate	$1,000,000 $5,000,000

Certificate No : 570107450173

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

RE: Project Name: Miscellaneous Drainage Repairs, Project Name: 2024-3005-19. City of Mobile, PO Box 1827, Mobile, AL 36633-1827 is included as Additional Insured in accordance with the policy provisions of the General Liability and Automobile Liability policies. General Liability and Automobile Liability policies evidenced herein are Primary and Non-Contributory to other insurance available to Additional Insured, but only in accordance with the policy's provisions. A Waiver of Subrogation is granted in favor of City of Mobile in accordance with the policy provisions of the General Liability, Automobile Liability, Professional Liability and Workers' Compensation policies. Should General Liability, Automobile Liability and Workers' Compensation policies be cancelled before the expiration date thereof, the policy provisions of each policy will govern how

CERTIFICATE HOLDER

City of Mobile, Alabama
Attn: Tammy Lambeth, PE
PO Box 1827
205 Government Street
3rd Floor, South Tower
Mobile AL 36633-1827 USA

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

Aon Risk Services Central, Inc.

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AGENCY CUSTOMER ID: 570000027699

LOC #:

ADDITIONAL REMARKS SCHEDULE

AGENCY	NAMED INSURED
Aon Risk Services Central, Inc.	Michael Baker International, Inc.
POLICY NUMBER: See Certificate Number: 570107450173	
CARRIER: See Certificate Number: 570107450173 / NAIC CODE	EFFECTIVE DATE:

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: ACORD 25 **FORM TITLE:** Certificate of Liability Insurance

Additional Description of Operations / Locations / Vehicles:

notice of cancellation may be delivered to certificate holders in accordance with the policy provisions of each policy.

ACORD 101 (2008/01)

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Additional Insured – Automatic – Owners, Lessees Or Contractors

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.	
Policy No. GLO 4197281-02	Effective Date: 08/30/2023

This endorsement modifies insurance provided under the:

Commercial General Liability Coverage Part

A. Section **II – Who Is An Insured** is amended to include as an additional insured any person or organization whom you are required to add as an additional insured under a written contract or written agreement executed by you, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" and subject to the following:

1. If such written contract or written agreement specifically requires that you provide that the person or organization be named as an additional insured under one or both of the following endorsements:

a. The Insurance Services Office (ISO) ISO CG 20 10 (10/01 edition); or

b. The ISO CG 20 37 (10/01 edition),

such person or organization is then an additional insured with respect to such endorsement(s), but only to the extent that "bodily injury", "property damage" or "personal and advertising injury" arises out of:

(1) Your ongoing operations, with respect to Paragraph **1.a.** above; or

(2) "Your work", with respect to Paragraph **1.b.** above,

which is the subject of the written contract or written agreement.

However, solely with respect to this Paragraph **1.**, insurance afforded to such additional insured:

(a) Only applies if the "bodily injury", "property damage" or "personal and advertising injury" offense occurs during the policy period and subsequent to your execution of the written contract or written agreement; and

(b) Does not apply to "bodily injury" or "property damage" caused by "your work" and included within the "products-completed operations hazard" unless the written contract or written agreement specifically requires that you provide such coverage to such additional insured.

2. If such written contract or written agreement specifically requires that you provide that the person or organization be named as an additional insured under one or both of the following endorsements:

a. The Insurance Services Office (ISO) ISO CG 20 10 (07/04 edition); or

b. The ISO CG 20 37 (07/04 edition),

such person or organization is then an additional insured with respect to such endorsement(s), but only to the extent that "bodily injury", "property damage" or "personal and advertising injury" is caused, in whole or in part, by:

(1) Your acts or omissions; or

(2) The acts or omissions of those acting on your behalf,

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in the performance of:

(a) Your ongoing operations, with respect to Paragraph **2.a.** above; or

(b) "Your work" and included in the "products-completed operations hazard", with respect to Paragraph **2.b.** above,

which is the subject of the written contract or written agreement.

However, solely with respect to this Paragraph **2.**, insurance afforded to such additional insured:

(i) Only applies if the "bodily injury", "property damage" or "personal and advertising injury" offense occurs during the policy period and subsequent to your execution of the written contract or written agreement; and

(ii) Does not apply to "bodily injury" or "property damage" caused by "your work" and included within the "products-completed operations hazard" unless the written contract or written agreement specifically requires that you provide such coverage to such additional insured.

3. If neither Paragraph **1.** nor Paragraph **2.** above apply and such written contract or written agreement requires that you provide that the person or organization be named as an additional insured:

a. Under the ISO CG 20 10 (04/13 edition, any subsequent edition or if no edition date is specified); or

b. With respect to ongoing operations (if no form is specified),

such person or organization is then an additional insured only to the extent that "bodily injury", "property damage" or "personal and advertising injury" is caused, in whole or in part by:

(1) Your acts or omissions; or

(2) The acts or omissions of those acting on your behalf,

in the performance of your ongoing operations, which is the subject of the written contract or written agreement.

However, solely with respect to this Paragraph **3.**, insurance afforded to such additional insured:

(a) Only applies to the extent permitted by law;

(b) Will not be broader than that which you are required by the written contract or written agreement to provide for such additional insured; and

(c) Only applies if the "bodily injury", "property damage" or "personal and advertising injury" offense occurs during the policy period and subsequent to your execution of the written contract or written agreement.

4. If neither Paragraph **1.** nor Paragraph **2.** above apply and such written contract or written agreement requires that you provide that the person or organization be named as an additional insured:

a. Under the ISO CG 20 37 (04/13 edition, any subsequent edition or if no edition date is specified); or

b. With respect to the "products-completed operations hazard" (if no form is specified),

such person or organization is then an additional insured only to the extent that "bodily injury" or "property damage" is caused, in whole or in part by "your work" and included in the "products-completed operations hazard", which is the subject of the written contract or written agreement.

However, solely with respect to this Paragraph **4.**, insurance afforded to such additional insured:

(1) Only applies to the extent permitted by law;

(2) Will not be broader than that which you are required by the written contract or written agreement to provide for such additional insured;

(3) Only applies if the "bodily injury" or "property damage" occurs during the policy period and subsequent to your execution of the written contract or written agreement; and

(4) Does not apply to "bodily injury" or "property damage" caused by "your work" and included within the "products-completed operations hazard" unless the written contract or written agreement specifically requires that you provide such coverage to such additional insured.

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B. Solely with respect to the insurance afforded to any additional insured referenced in Section **A.** of this endorsement, the following additional exclusion applies:

This insurance does not apply to "bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of, or failure to render, any professional architectural, engineering or surveying services including:

1. The preparing, approving or failing to prepare or approve maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
2. Supervisory, inspection, architectural or engineering activities.

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage", or the offense which caused the "personal and advertising injury", involved the rendering of or the failure to render any professional architectural, engineering or surveying services.

C. Solely with respect to the coverage provided by this endorsement, the following is added to Paragraph **2. Duties In The Event Of Occurrence, Offense, Claim Or Suit** of Section **IV – Commercial General Liability Conditions**:

The additional insured must see to it that:

(1) We are notified as soon as practicable of an "occurrence" or offense that may result in a claim;

(2) We receive written notice of a claim or "suit" as soon as practicable; and

(3) A request for defense and indemnity of the claim or "suit" will promptly be brought against any policy issued by another insurer under which the additional insured may be an insured in any capacity. This provision does not apply to insurance on which the additional insured is a Named Insured if the written contract or written agreement requires that this coverage be primary and non-contributory.

D. Solely with respect to the coverage provided by this endorsement:

1. The following is added to the **Other Insurance** Condition of Section **IV – Commercial General Liability Conditions**:

   Primary and Noncontributory insurance

   This insurance is primary to and will not seek contribution from any other insurance available to an additional insured provided that:

   a. The additional insured is a Named Insured under such other insurance; and

   b. You are required by written contract or written agreement that this insurance be primary and not seek contribution from any other insurance available to the additional insured.

2. The following paragraph is added to Paragraph **4.b.** of the **Other Insurance** Condition under Section **IV – Commercial General Liability Conditions**:

   This insurance is excess over:

   Any of the other insurance, whether primary, excess, contingent or on any other basis, available to an additional insured, in which the additional insured on our policy is also covered as an additional insured on another policy providing coverage for the same "occurrence", offense, claim or "suit". This provision does not apply to any policy in which the additional insured is a Named Insured on such other policy and where our policy is required by a written contract or written agreement to provide coverage to the additional insured on a primary and non-contributory basis.

E. This endorsement does not apply to an additional insured which has been added to this Coverage Part by an endorsement showing the additional insured in a Schedule of additional insureds, and which endorsement applies specifically to that identified additional insured.

F. Solely with respect to the insurance afforded to an additional insured under Paragraph **A.3.** or Paragraph **A.4.** of this endorsement, the following is added to Section **III – Limits Of Insurance**:

Additional Insured – Automatic – Owners, Lessees Or Contractors Limit

The most we will pay on behalf of the additional insured is the amount of insurance:

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1. Required by the written contract or written agreement referenced in Section **A.** of this endorsement; or
2. Available under the applicable Limits of Insurance shown in the Declarations,

whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

All other terms, conditions, provisions and exclusions of this policy remain the same.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

DESIGNATED INSURED FOR COVERED AUTOS LIABILITY COVERAGE

This endorsement modifies insurance provided under the following:

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

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

This endorsement identifies person(s) or organization(s) who are "insureds" for Covered Autos Liability Coverage under the Who Is An Insured provision of the Coverage Form. This endorsement does not alter coverage provided in the Coverage Form.
This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

Named Insured: MICHAEL BAKER INTERNATIONAL LLC

Endorsement Effective Date: 08/30/2023

SCHEDULE

Name Of Person(s) Or Organization(s):

ANY PERSON OR ORGANIZATION TO WHOM OR WHICH YOU ARE REQUIRED TO PROVIDE ADDITIONAL INSURED STATUS OR ADDITIONAL INSURED STATUS ON A PRIMARY, NON-CONTRIBUTORY BASIS, IN A WRITTEN CONTRACT OR WRITTEN AGREEMENT EXECUTED PRIOR TO LOSS, EXCEPT WHERE SUCH CONTRACT OR AGREEMENT IS PROHIBITED BY LAW.

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

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Waiver Of Subrogation (Blanket) Endorsement

Policy No.	Eff. Date of Pol.	Exp. Date of Pol.	Eff. Date of End.	Producer	Add'l Prem.	Return Prem.
GLO 4197281-02	08/30/2023	08/30/2024		15939000	$ INCL	$

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the:

Commercial General Liability Coverage Part

The following is added to the **Transfer Of Rights Of Recovery Against Others To Us Condition**:

If you are required by a written contract or agreement, which is executed before a loss, to waive your rights of recovery from others, we agree to waive our rights of recovery. This waiver of rights shall not be construed to be a waiver with respect to any other operations in which the insured has no contractual interest.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US (WAIVER OF SUBROGATION)

This endorsement modifies insurance provided under the following:

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

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

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

Named Insured: MICHAEL BAKER INTERNATIONAL LLC

Endorsement Effective Date: 08/30/2023

SCHEDULE

Name(s) Of Person(s) Or Organization(s):
ALL PERSONS AND/OR ORGANIZATIONS THAT ARE REQUIRED BY WRITTEN CONTRACT OR AGREEMENT WITH THE INSURED, EXECUTED PRIOR TO THE ACCIDENT OR LOSS, THAT WAIVER OF SUBROGATION BE PROVIDED UNDER THIS POLICY.

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

The **Transfer Of Rights Of Recovery Against Others To Us** condition does not apply to the person(s) or organization(s) shown in the Schedule, but only to the extent that subrogation is waived prior to the "accident" or the "loss" under a contract with that person or organization.

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WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

This agreement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

Schedule

ALL PERSONS AND/OR ORGANIZATIONS THAT ARE REQUIRED BY WRITTEN CONTRACT OR AGREEMENT WITH THE INSURED, EXECUTED PRIOR TO THE ACCIDENT OR LOSS, THAT WAIVER OF SUBROGATION BE PROVIDED UNDER THIS POLICY FOR WORK PERFORMED BY YOU FOR THAT PERSON AND/OR ORGANIZATION.

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Blanket Notification to Others of Cancellation or Non-Renewal

ZURICH

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.	
Policy No. GLO 4197281-02	Effective Date: 08/30/2023

This endorsement applies to insurance provided under the:

Commercial General Liability Coverage Part

A. If we cancel or non-renew this Coverage Part by written notice to the first Named Insured, we will mail or deliver notification that such Coverage Part has been cancelled or non-renewed to each person or organization shown in a list provided to us by the first Named Insured if you are required by written contact or written agreement to provide such notification. Such list:

1. Must be provided to us prior to cancellation or non-renewal;
2. Must contain the names and addresses of only the persons or organizations requiring notification that such Coverage Part has been cancelled or non-renewed; and
3. Must be in an electronic format that is acceptable to us.

B. Our notification as described in Paragraph **A.** of this endorsement will be based on the most recent list in our records as of the date the notice of cancellation or non-renewal is mailed or delivered to the first Named Insured. We will mail or deliver such notification to each person or organization shown in the list:

1. Within 10 days of the effective date of the notice of cancellation, if we cancel for non-payment of premium; or
2. At least 30 days prior to the effective date of:
   a. Cancellation, if cancelled for any reason other than nonpayment of premium; or
   b. Non-renewal, but not including conditional notice of renewal,

unless a greater number of days is shown in the Schedule of this endorsement for the mailing or delivering of such notification with respect to Paragraph **B.1.** or Paragraph **B.2.** above.

C. Our mailing or delivery of notification described in Paragraphs **A.** and **B.** of this endorsement is intended as a courtesy only. Our failure to provide such mailing or delivery will not:

1. Extend the Coverage Part cancellation or non-renewal date;
2. Negate the cancellation or non-renewal; or
3. Provide any additional insurance that would not have been provided in the absence of this endorsement.

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D. We are not responsible for the accuracy, integrity, timeliness and validity of information contained in the list provided to us as described in Paragraphs **A.** and **B.** of this endorsement.

SCHEDULE	
The total number of days for mailing or delivering with respect to Paragraph **B.1.** of this endorsement is amended to indicate the following number of days:	*
The total number of days for mailing or delivering with respect to Paragraph **B.2.** of this endorsement is amended to indicate the following number of days:	**
* If a number is not shown here, 10 days continues to apply. ** If a number is not shown here, 30 days continues to apply.	

All other terms and conditions of this policy remain unchanged.

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Blanket Notification to Others of Cancellation or Non-Renewal

ZURICH

Policy No.	Eff. Date of Pol.	Exp. Date of Pol.	Eff. Date of End.	Producer No.	Add'l. Prem	Return Prem.
BAP 4197284-02	08/30/2023	08/30/2024		15939000	**INCL**	

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the:

Commercial Automobile Coverage Part

A. If we cancel or non-renew this Coverage Part by written notice to the first Named Insured, we will mail or deliver notification that such Coverage Part has been cancelled or non-renewed to each person or organization shown in a list provided to us by the first Named Insured if you are required by written contact or written agreement to provide such notification. However, such notification will not be mailed or delivered if a conditional notice of renewal has been sent to the first Named Insured. Such list:

1. Must be provided to us prior to cancellation or non-renewal;
2. Must contain the names and addresses of only the persons or organizations requiring notification that such Coverage Part has been cancelled or non-renewed; and
3. Must be in an electronic format that is acceptable to us.

B. Our notification as described in Paragraph **A.** of this endorsement will be based on the most recent list in our records as of the date the notice of cancellation or non-renewal is mailed or delivered to the first Named Insured. We will mail or deliver such notification to each person or organization shown in the list:

1. Within seven days of the effective date of the notice of cancellation, if we cancel for non-payment of premium; or
2. At least 30 days prior to the effective date of:
   a. Cancellation, if cancelled for any reason other than nonpayment of premium; or
   b. Non-renewal, but not including conditional notice of renewal.

C. Our mailing or delivery of notification described in Paragraphs **A.** and **B.** of this endorsement is intended as a courtesy only. Our failure to provide such mailing or delivery will not:

1. Extend the Coverage Part cancellation or non-renewal date;
2. Negate the cancellation or non-renewal; or
3. Provide any additional insurance that would not have been provided in the absence of this endorsement.

D. We are not responsible for the accuracy, integrity, timeliness and validity of information contained in the list provided to us as described in Paragraphs **A.** and **B.** of this endorsement.

All other terms and conditions of this policy remain unchanged.

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CANCELLATION AND NONRENEWAL NOTICE ENDORSEMENT

A. Part Six – Conditions, Paragraph D.2. is replaced by the following:

D. Cancellation

2. We may cancel this policy. We must mail or deliver to you not less than 90 days advance written notice stating when the cancellation is to take effect except for cancellation for non-payment of premium. If we cancel this policy for non-payment of premium we must mail or deliver to you not less than ten days advance written notice. Mailing that notice to you at your mailing address shown in Item 1 of the Information Page will be sufficient to prove notice.

B. Part Six – Conditions, Paragraph F. is added.

F. Nonrenewal Notice

We will mail or deliver to you not less than 90 days advance written notice of our intention to nonrenew this policy. Mailing that notice to you at your mailing address shown in Item 1 of the Information Page will be sufficient to prove notice.

All other terms, conditions, provisions and exclusions of this policy remain the same.

EXHIBIT G: SUBCONTRACTING PLAN, E-VERIFY AFFIDAVIT AND DBE UTILIZATION REPORT

STATE OF ALABAMA
COUNTY OF MOBILE

AFFIDAVIT OF VENDOR / CONTRACTOR

Before me, a Notary public, personally appeared **Jeffrey D. May** (affiant) who, being duly sworn says as follows:

Vice President of Michael Baker International, Inc.

As a condition for the award of a contract by the City of Mobile to a business entity or employer that employs one or more employees, I hereby attest that in my capacity as **Vice President** for **Michael Baker International, Inc.** that said employer shall not knowingly employ, hire for employment, or continue to employ an unauthorized alien.

By signing this contract, the contracting parties affirm, for the duration of the agreement, that they will not violate Federal Immigration Law or knowingly employ, hire for employment, or continue to employ an unauthorized alien within the State of Alabama. Furthermore, a contracting party found to be in violation of this provision shall be deemed in breach of the agreement and shall be responsible for all damages resulting therefrom.

I further attest that said Michael Baker International, Inc. is enrolled in the E-Verify program. The Company ID Number in the E-Verify program is as follows: **19959**.

Vice President of Michael Baker International, Inc.

Sworn to and subscribed before me this the 5th day of August, 2024.

I certify that the affiant is known to me to be the identical party he or she claims to be.

Signature and Seal of Notary Public

Natalie A. Kent
Notary Public, Alabama State at Large
My Commission Expires
7/18/2027

NOTARY PUBLIC

Technical Product Consultant
Equifax Inc.

O 3146842189
ebony.williams@equifax.com

E-Verify

Company ID Number:19959 Client Company ID Number:1347287

Employer Michael Baker International	
Name (Please Type or Print) Penny Mercadante	Title
Signature Electronically Signed	Date October 08, 2018
E-Verify Employer Agent TALX Corporation	
Name (Please Type or Print) Louis Lauver	Title
Signature Electronically Signed	Date October 08, 2018
Department of Homeland Security - Verification Division	
Name USCIS Verification Division	Title
Signature Electronically Signed	Date October 08, 2018

THE E-VERIFY

MEMORANDUM OF UNDERSTANDING

FOR EMPLOYERS USING A WEB SERVICES E-VERIFY EMPLOYER AGENT

ARTICLE I

PURPOSE AND AUTHORITY

The parties to this agreement are the Department of Homeland Security (DHS), the Michael Baker International (Employer), and the Web Services E-Verify Employer Agent. The purpose of this agreement is to set forth terms and conditions which the Employer and the Web Services E-Verify Employer Agent will follow while participating in E-Verify.

E-Verify is a program that electronically confirms an employee's eligibility to work in the United States after completion of Form I-9, Employment Eligibility Verification (Form I-9). This Memorandum of Understanding (MOU) explains certain features of the E-Verify program and describes specific responsibilities of the Employer, the E-Verify Employer Agent, the Social Security Administration (SSA), and DHS.

References in this MOU to the Employer include the Web Services E-Verify Employer Agent when acting on behalf of the Employer.

For purposes of this MOU, the E-Verify browser refers to the website that provides direct access to the E-Verify system: https://e-verify.uscis.gov/emp. You may access E-Verify directly free of charge via the E-Verify browser.

Authority for the E-Verify program is found in Title IV, Subtitle A, of the Illegal Immigration Reform and Immigrant Responsibility Act of 1996 (IIRIRA), Pub. L. 104-208, 110 Stat. 3009, as amended (8 U.S.C. Section 1324a note). The Federal Acquisition Regulation (FAR) Subpart 22.18, "Employment Eligibility Verification" and Executive Order 12989, as amended, provide authority for Federal contractors and subcontractors (Federal contractor) to use E-Verify to verify the employment eligibility of certain employees working on Federal contracts.

ARTICLE II

RESPONSIBILITIES

A. RESPONSIBILITIES OF THE EMPLOYER

1. For purposes of this MOU, references to the Employer include the Web Services E-Verify Employer Agent when acting on behalf of the Employer.
2. By enrolling in E-Verify and signing the applicable MOU, the Employer asserts that it is a legitimate company which intends to use E-Verify for legitimate purposes only and in accordance with the laws, regulations and DHS policies and procedures relating to the use of E-Verify.
3. The Employer agrees to display the following notices supplied by DHS (though the Web Services E-Verify Employer Agent) in a prominent place that is clearly visible to prospective employees and all employees who are to be verified through the system:
    A. Notice of E-Verify Participation
    B. Notice of Right to Work
4. 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.
5. The Employer agrees to become familiar with and comply with the most recent version of theE-Verify User Manual. The Employer will obtain the E-Verify User Manual from the Web ServicesE-Verify Employer Agent, and will be notified by the Web Services E-Verify Employer Agent when a new version of the E-Verify User Manual becomes available.
6. The Employer agrees to comply with current Form I-9 procedures, with two exceptions:
    A. If an employee presents a "List B" identity document, the Employer agrees to only accept "List B" documents that contain a photo. (List B documents identified in 8 C.F.R. 274a.2(b)(1)(B)) can be

presented during the Form I-9 process to establish identity.) If an employee objects to the photo requirement for religious reasons, the Employer should contact E-Verify at 888-464-4218.

B. If an employee presents a DHS Form I-551 (Permanent Resident Card), Form I-766 (Employment Authorization Document), or U.S. Passport or Passport Card to complete Form I-9, the Employer agrees to make a photocopy of the document and to retain the photocopy with the employee's Form I-9. The Employer will use the photocopy to verify the photo and to assist DHS with its review of photo mismatches that employees contest. DHS may in the future designate other documents that activate the photo screening tool.

Note: Subject only to the exceptions noted previously in this paragraph, employees still retain the right to present any List A, or List B and List C, document(s) to complete the Form I-9.

7. The Employer agrees to record the case verification number on the employee's Form I-9 or to print the screen containing the case verification number and attach it to the employee's Form I-9.
8. The Employer agrees that, although it participates in E-Verify, the Employer has a responsibility to complete, retain, and make available for inspection Forms I-9 that relate to its employees, or from other requirements of applicable regulations or laws, including the obligation to comply with the antidiscrimination requirements of section 274B of the INA with respect to Form I-9 procedures.
   A. The following modified requirements are the only exceptions to an Employer's obligation to not employ unauthorized workers and comply with the anti-discrimination provision of the INA: (1) List B identity documents must have photos, as described in paragraph 6 above; (2) When an Employer confirms the identity and employment eligibility of newly hired employee using E-Verify procedures, the Employer establishes a rebuttable presumption that it has not violated section 274A(a)(1)(A) of the Immigration and Nationality Act (INA) with respect to the hiring of that employee; (3) If the Employer receives a final nonconfirmation for an employee, but continues to employ that person, the Employer must notify DHS and the Employer is subject to a civil money penalty between $550 and $1,100 for each failure to notify DHS of continued employment following a final nonconfirmation; (4) If the Employer continues to employ an employee after receiving a final nonconfirmation, then the Employer is subject to a rebuttable presumption that it has knowingly 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 (through its Web Services E-Verify Employer Agent) for all new employees. The Employer will not verify selectively and will not verify employees hired before the effective date of this MOU. Employers who are Federal contractors may qualify for exceptions to this requirement as described in Article II.B of this MOU.
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. Section 274a.1(l)) that the employee is not work authorized. The Employer understands that an initial inability of the SSA or DHS automated verification system to verify work authorization, a tentative nonconfirmation, a case in continuance (indicating the need for additional time for the government to resolve a case), or the finding of a photo mismatch, does not establish, and should not be interpreted as, evidence that the employee is not work authorized. In any of such cases, the employee must be provided a full and fair opportunity to contest the finding, and if he or she does so, the employee may not be terminated or suffer any adverse employment consequences based upon the employee's perceived employment eligibility status (including denying, reducing, or extending work hours, delaying or preventing training, requiring an employee to work in poorer conditions, withholding pay, refusing to assign the employee to a Federal contract or other assignment, or otherwise assuming that he or she is unauthorized to work) until and unless secondary verification by SSA or DHS has been completed and a final nonconfirmation has been issued. If the employee does not choose to contest a tentative nonconfirmation or a photo mismatch or if a secondary verification is completed and a final nonconfirmation is issued, then the Employer can find the employee is not work authorized and terminate the employee's employment. Employers or employees with questions about a final nonconfirmation may call E-Verify at 1-888-464-4218 (customer service) or 1-888-897-7781 (worker hotline).

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 (through its Web Services E-Verify Employer Agent) only to confirm the employment eligibility of employees as authorized by this MOU. The Employer agrees that it will safeguard this information, and means of access to it (such as Personal Identification Numbers and passwords), to ensure that it is not used for any other purpose and as necessary to protect its confidentiality, including ensuring that it is not disseminated to any person other than employees of the Employer who are authorized to perform the Employer's responsibilities under this MOU except for such dissemination as may be authorized in advance by SSA or DHS for legitimate purposes.
16. The Employer agrees to notify DHS immediately in the event of a breach of personal information. Breaches are defined as loss of control or unauthorized access to E-Verify personal data. All suspected or confirmed breaches should be reported by calling 1-888-464-4218 or via email at E-Verify@dhs.gov. Please use "Privacy Incident - Password" in the subject line of your email when sending a breach report to E-Verify.
17. The Employer acknowledges that the information it receives from SSA through its Web ServicesE-Verify Employer Agent is governed by the Privacy Act (5 U.S.C. Section 552a(i)(1) and (3)) and the Social Security Act (42 U.S.C. 1306(a)). Any person who obtains this information under false pretenses or uses it for any purpose other than as provided for in this MOU may be subject to criminal penalties.
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 THE WEB SERVICES E-VERIFY EMPLOYER AGENT

1. The Web Services E-Verify Employer Agent agrees to complete its Web Services interface no later than six months after the date the Web Services User signs this MOU. E-Verify considers your interface to be complete once it has been built pursuant to the Interface Control Agreement (ICA), submitted to E-Verify for testing, and approved for system access.
2. The Web Services E-Verify Employer Agent agrees to perform sufficient maintenance on the Web Services interface in accordance with the requirements listed in the ICA. These requirements include, but are not limited to, updating the Web Services interface to ensure that any updates or enhancements are incorporated no later than six months after the issuance of an ICA. Web Services E-Verify Employer Agents should be aware that this will require the investment of time and resources. Compliance with the requirements of the ICA must be carried out to the satisfaction of DHS and or its assignees.
3. The Web Services E-Verify Employer Agent agrees to provide to SSA and/or DHS the names, titles, addresses, e-mail addresses, and telephone numbers of the Web Services E-Verify Employer Agent representative who will access information, as well as ensure cooperation, communication, and coordination with E-Verify. In addition, Web Services E-Verify Employer Agents must provide to SSA and/or DHS the names, titles, addresses, and telephone numbers of its clients and their staff who will access information through E-Verify. Web Services E-Verify Employer Agents must ensure the contact information is updated with SSA and DHS whenever the points of contact change.
4. The Web Services E-Verify Employer Agent agrees to become familiar with and comply with theE-Verify User Manual and provide a copy of the most current version of the manual to the Employer so that the Employer can become familiar with and comply with E-Verify policy and procedures. The Web Services E-Verify Employer Agent agrees to obtain a revised E-Verify User Manual as it becomes available and to provide a copy of the revised version to the Employer no later than 30 days after the manual becomes available.
5. The Web Services E-Verify Employer Agent agrees that any person accessing E-Verify on its behalf is trained on the most recent E-Verify policy and procedures.
6. The Web Services E-Verify Employer Agent agrees that any of its representatives who will perform employment verification cases will complete the E-Verify Tutorial before that individual initiates any cases.
    A. The Web Services E-Verify Employer Agent agrees that all of its representatives will take the refresher tutorials initiated by E-Verify as a condition of continued use of E-Verify, including any tutorials for Federal contractors, if any of the Employers represented by the Web Services E-Verify Employer Agent is a Federal contractor.
    B. Failure to complete a refresher tutorial will prevent the Web Services E-Verify Employer Agent and Employer from continued use of E-Verify.
7. The Web Services E-Verify Employer Agent agrees to grant E-Verify access only to current employees who need E-Verify access. The Web Services E-Verify Employer Agent must promptly terminate an employee's E-Verify access if the employee is separated from the company or no longer needs access to E-Verify.
8. The Web Services E-Verify Employer Agent agrees to obtain the necessary equipment to use E- Verify as required by the E-Verify rules and regulations as modified from time to time.
9. The Web Services E-Verify Employer Agent agrees to, consistent with applicable laws, regulations, and policies, commit sufficient personnel and resources to meet the requirements of this MOU.
10. The Web Services E-Verify Employer Agent agrees to provide its clients with training on E-Verify processes, policies, and procedures. The E-Verify Employer Agent also agrees to provide its clients with ongoing E-Verify training as needed. E-Verify is not responsible for providing training to clients of E-Verify Employer Agents.
11. The Web Services E-Verify Employer Agent agrees to provide the Employer with the notices described in Article II.B.2 below.
12. The Web Services E-Verify Employer Agent agrees to create E-Verify cases for the Employer it represents in accordance with the E-Verify Manual, the E-Verify Web-Based Tutorial and all other published E-Verify rules and procedures. The Web Services E-Verify Employer Agent will createE-Verify cases using information provided by the Employer and will immediately communicate the response back to the Employer. If E-Verify is temporarily unavailable, the three-day time period will be extended until it is again operational in order to accommodate the Web Services E-Verify Employer Agent's attempting, in good faith, to make inquiries on behalf of the Employer during the period of unavailability. If, however, the Web Services interface is unavailable due to no fault of E-Verify, then the three-day time period is not extended. In such a case, the

Web Services E-Verify Employer Agent must use the E-Verify browser during the outage.

13. The Web Services E-Verify Employer Agent agrees to ensure that all notices, referral letters and any other materials otherwise including instructions regarding tentative nonconfirmations, will be consistent with the most current E-Verify tentative nonconfirmation notices and referral letters, which are available on E-Verify's website.
14. The Web Services E-Verify Employer Agent agrees that any system or interface it develops will follow the steps for creating E-Verify cases and processing tentative nonconfirmations, as laid out in the ICA, this MOU and the User Manual, including but not limited to allowing an employer to close an invalid case where appropriate, allowing an employer to refer a tentative nonconfirmation only when an employee chooses to contest a tentative nonconfirmation (no automatic referrals), and referring a tentative nonconfirmation to the appropriate agency at the time the employer prints the referral letter and provides the letter to the employee. The Web Services E-Verify Employer Agent understands that any failure to make its system or interface consistent with proper E-Verify procedures can result in DHS terminating the Web Services E-Verify Employer Agent's agreement and access with or without notice.
15. When the Web Services E-Verify Employer Agent receives notice from a client company that it has received a contract with the FAR clause, then the Web Services E-Verify Employer Agent must update the company's E-Verify profile within 30 days of the contract award date.
16. If data is transmitted between the Web Services E-Verify Employer Agent and its client, then the Web Services E-Verify Employer Agent agrees to protect personally identifiable information during transmission to and from the Web Services E-Verify Employer Agent.
17. The Web Services E-Verify Employer Agent agrees to notify DHS immediately in the event of a breach of personal information. Breaches are defined as loss of control or unauthorized access toE-Verify personal data. All suspected or confirmed breaches should be reported by calling 1-888-464-4218 or via email at . Please use "Privacy Incident - Password" in the subject line of your email when sending a breach report to E-Verify.
18. The Web Services E-Verify Employer Agent agrees to fully cooperate with DHS and SSA in their compliance monitoring and evaluation of E-Verify, including permitting DHS, SSA, their contractors and other agents, upon reasonable notice, to review Forms I-9, employment records, and all records pertaining to the Web Services E-Verify Employer Agent's use of E-Verify, and to interview it and its employees regarding the use of E-Verify, and to respond in a timely and accurate manner to DHS requests for information relating to their participation in E-Verify.

    A. The Web Services E-Verify Employer Agent agrees to cooperate with DHS if DHS requests information about the Web Services E-Verify Employer Agent's interface, including requests by DHS to view the actual interface operated by the Web Services E-Verify Employer Agent as well as related business documents. The Web Services E-Verify Employer Agent agrees to demonstrate for DHS the functionality of its interface to E-Verify upon request.

    B. The Web Services E-Verify Employer Agent agrees to demonstrate, if requested by DHS, that it has provided training to its clients that meets E-Verify standards. Training programs must provide a focused study of the topics covered in the E-Verify User Manual and pertinent Supplemental Guides. Furthermore, training programs and materials must be updated as E-Verify changes occur. The Web Services E-Verify Employer Agent is encouraged to incorporate information from existing E-Verify materials, including the Enrollment Quick Reference Guide, the E-Verify Employer Agent Client Handbook (formerly known as the Designated Agent Client Handbook), and existing tutorials and manuals into their training program. E-Verify also encourages the Web Services E-Verify Employer Agent to supervise first-time use of the E-Verify browser or Web Services interface by its staff and Employer clients as part of any training program. The Web Services E-Verify Employer Agent agrees to submit its training program materials to DHS for review upon request.

    Failure to provide adequate training could, in some instances, lead to penalties as described in Article V.F.1. of this MOU.

19. The Web Services E-Verify Employer Agent shall not make any false or unauthorized claims or references about its participation in E-Verify on its website, in advertising materials, or other media. The Web Services E-Verify Employer Agent shall not describe its services as federally-approved, federally-certified, or federally-recognized, or use language with a similar intent on its website or other materials provided to the public. Entering into this MOU does not mean that E-Verify endorses or authorizes your Web Services E-Verify Employer Agent services and any claim to that effect is false.
20. The Web Services E-Verify Employer Agent shall not state in its website or other public documents that any language used therein has been provided or approved by DHS, USCIS or the Verification Division, without first obtaining the prior written consent of DHS.
21. The Web Services E-Verify Employer Agent agrees that E-Verify trademarks and logos may be used only

under license by DHS/USCIS (see) and, other than pursuant to the specific terms of such license, may not be used in any manner that might imply that the Web Services E-Verify Employer Agent's services, products, websites, or publications are sponsored by, endorsed by, licensed by, or affiliated with DHS, USCIS, or E-Verify.

22. The Web Services E-Verify Employer Agent understands that if it uses E-Verify procedures for any purpose other than as authorized by this MOU, the Web Services E-Verify Employer Agent may be subject to appropriate legal action and termination of its participation in E-Verify according to this MOU.

C. RESPONSIBILITIES OF FEDERAL CONTRACTORS

The Web Services E-Verify Employer Agent shall ensure that the Web Services E-Verify Employer Agent and the Employers it represents carry out the following responsibilities if the Employer is a Federal contractor or becomes a federal contractor. The Web Services E-Verify Employer Agent should instruct the client to keep the Web Services E-Verify Employer Agent informed about any changes or updates related to federal contracts. It is the Web Services E-Verify Employer Agent's responsibility to ensure that its clients are in compliance with all E-Verify policies and procedures.

1. If the Employer is a Federal contractor with the FAR E-Verify clause subject to the employment verification terms in Subpart 22.18 of the FAR, it will become familiar with and comply with the most current version of the E-Verify User Manual for Federal Contractors as well as the E-Verify Supplemental Guide for Federal Contractors.
2. In addition to the responsibilities of every employer outlined in this MOU, the Employer understands that if it is a Federal contractor subject to the employment verification terms in Subpart 22.18 of the FAR it must verify the employment eligibility of any "employee assigned to the contract" (as defined in FAR 22.1801). Once an employee has been verified through E-Verify by the Employer, the Employer may not reverify the employee through E-Verify.
    A. An Employer that is not enrolled in E-Verify as a Federal contractor at the time of a contract award must enroll as a Federal contractor in the E-Verify program within 30 calendar days of contract award and, within 90 days of enrollment, begin to verify employment eligibility of new hires using E-Verify. The Employer must verify those employees who are working in the United States, whether or not they are assigned to the contract. Once the Employer begins verifying new hires, such verification of new hires must be initiated within three business days after the hire date. Once enrolled in E-Verify as a Federal contractor, the Employer must begin verification of employees assigned to the contract within 90 calendar days after the date of enrollment or within 30 days of an employee's assignment to the contract, whichever date is later.
    B. Employers enrolled in E-Verify as a Federal contractor for 90 days or more at the time of a contract award must use E-Verify to begin verification of employment eligibility for new hires of the Employer who are working in the United States, whether or not assigned to the contract, within three business days after the date of hire. If the Employer is enrolled in E-Verify as a Federal contractor for 90 calendar days or less at the time of contract award, the Employer must, within 90 days of enrollment, begin to use E-Verify to initiate verification of new hires of the contractor who are working in the United States, whether or not assigned to the contract. Such verification of new hires must be initiated within three business days after the date of hire. An Employer enrolled as a Federal contractor in E-Verify must begin verification of each employee assigned to the contract within 90 calendar days after date of contract award or within 30 days after assignment to the contract, whichever is later.
    C. Federal contractors that are institutions of higher education (as defined at 20 U.S.C. 1001(a)), state or local governments, governments of Federally recognized Indian tribes, or sureties performing under a takeover agreement entered into with a Federal agency under a performance bond may choose to only verify new and existing employees assigned to the Federal contract. Such Federal contractors may, however, elect to verify all new hires, and/or all existing employees hired after November 6, 1986. Employers in this category must begin verification of employees assigned to the contract within 90 calendar days after the date of enrollment or within 30 days of an employee's assignment to the contract, whichever date is later.
    D. Upon enrollment, Employers who are Federal contractors may elect to verify employment eligibility of all existing employees working in the United States who were hired after November 6, 1986, instead of verifying only those employees assigned to a covered Federal contract. After enrollment, Employers must elect to verify existing staff following DHS procedures and begin E-Verify verification of all existing employees within 180 days after the election.
    E. The Employer may use a previously completed Form I-9 as the basis for creating an E-Verify case for an employee assigned to a contract as long as:
        i. That Form I-9 is complete (including the SSN) and complies with Article II.A.6,

ii. The employee's work authorization has not expired, and

iii. The Employer has reviewed the information reflected in the Form I-9 either in person or in communications with the employee to ensure that the employee's Section 1, Form I-9 attestation has not changed (including, but not limited to, a lawful permanent resident alien having become a naturalized U.S. citizen).

F. The Employer shall complete a new Form I-9 consistent with Article II.A.6 or update the previous Form I-9 to provide the necessary information if:

i. The Employer cannot determine that Form I-9 complies with Article II.A.6,

ii. The employee's basis for work authorization as attested in Section 1 has expired or changed, or

iii. The Form I-9 contains no SSN or is otherwise incomplete.

Note: If Section 1 of Form I-9 is otherwise valid and up-to-date and the form otherwise complies with Article II.C.5, but reflects documentation (such as a U.S. passport or Form I-551) that expired after completing Form I-9, the Employer shall not require the production of additional documentation, or use the photo screening tool described in Article II.A.5, subject to any additional or superseding instructions that may be provided on this subject in the E-Verify User Manual.

G. The Employer agrees not to require a second verification using E-Verify of any assigned employee who has previously been verified as a newly hired employee under this MOU or to authorize verification of any existing employee by any Employer that is not a Federal contractor based on this Article.

3. The Employer understands that if it is a Federal contractor, its compliance with this MOU is a performance requirement under the terms of the Federal contract or subcontract, and the Employer consents to the release of information relating to compliance with its verification responsibilities under this MOU to contracting officers or other officials authorized to review the Employer's compliance with Federal contracting requirements.

D. RESPONSIBILITIES OF SSA

1. SSA agrees to allow DHS to compare data provided by the Employer (through the E-Verify Employer Agent) against SSA's database. SSA sends DHS confirmation that the data sent either matches or does not match the information in SSA's database.

2. SSA agrees to safeguard the information the Employer provides (through the E-Verify Employer Agent) through E-Verify procedures. SSA also agrees to limit access to such information, as is appropriate by law, to individuals responsible for the verification of Social Security numbers or responsible for evaluation of E-Verify or such other persons or entities who may be authorized by SSA as governed by the Privacy Act (5 U.S.C. Section 552a), the Social Security Act (42 U.S.C. 1306(a)), and SSA regulations (20 CFR Part 401).

3. SSA agrees to provide case results from its database within three Federal Government work days of the initial inquiry. E-Verify provides the information to the E-Verify Employer Agent.

4. SSA agrees to update SSA records as necessary if the employee who contests the SSA tentative nonconfirmation visits an SSA field office and provides the required evidence. If the employee visits an SSA field office within the eight Federal Government work days from the date of referral to SSA, SSA agrees to update SSA records, if appropriate, within the eight-day period unless SSA determines that more than eight days may be necessary. In such cases, SSA will provide additional instructions to the employee. If the employee does not visit SSA in the time allowed, E-Verify may provide a final nonconfirmation to the E-Verify Employer Agent.

Note: If an Employer experiences technical problems, or has a policy question, the employer should contact E-Verify at 1-888-464-4218.

E. RESPONSIBILITIES OF DHS

1. DHS agrees to provide the Employer with selected data from DHS databases to enable the Employer (through the E-Verify Employer Agent) to conduct, to the extent authorized by this MOU:

A. Automated verification checks on alien employees by electronic means, and

B. Photo verification checks (when available) on employees.

2. DHS agrees to assist the E-Verify Employer Agent with operational problems associated with its participation in E-Verify. DHS agrees to provide the E-Verify Employer Agent names, titles, addresses, and telephone numbers of DHS representatives to be contacted during the E-Verify process.

3. DHS agrees to provide to the E-Verify Employer Agent with access to E-Verify training materials as well as an E-Verify User Manual that contain instructions on E-Verify policies, procedures, and requirements for both SSA and DHS, including restrictions on the use of E-Verify.
4. DHS agrees to train E-Verify Employer Agents on all important changes made to E-Verify through the use of mandatory refresher tutorials and updates to the E-Verify User Manual. Even without changes to E-Verify, DHS reserves the right to require E-Verify Employer Agents to take mandatory refresher tutorials.
5. DHS agrees to provide to the Employer (through the E-Verify Employer Agent) a notice, which indicates the Employer's participation in E-Verify. DHS also agrees to provide to the Employer anti-discrimination notices issued by the Office of Special Counsel for Immigration-Related Unfair Employment Practices (OSC), Civil Rights Division, U.S. Department of Justice.
6. DHS agrees to issue each of the E-Verify Employer Agent's E-Verify users a unique user identification number and password that permits them to log in to E-Verify.
7. DHS agrees to safeguard the information the Employer provides (through the E-Verify Employer Agent), and to limit access to such information to individuals responsible for the verification process, for evaluation of E-Verify, or to such other persons or entities as may be authorized by applicable law. Information will be used only to verify the accuracy of Social Security numbers and employment eligibility, to enforce the INA and Federal criminal laws, and to administer Federal contracting requirements.
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 or the Web Services E-Verify Employer Agent for verification services performed under this MOU. The Employer is responsible for providing equipment needed to make inquiries. To access E-Verify, an Employer will need a personal computer with Internet access.

ARTICLE V

SYSTEM SECURITY AND MAINTENANCE

A. DEVELOPMENT REQUIREMENTS

1. Software developed by Web Services E-Verify Employer Agents must comply with federally-mandated information security policies and industry security standards to include but not limited to:
2. Public Law 107-347, "E-Government Act of 2002, Title III, Federal Information Security Management Act (FISMA)," December 2002.
3. Office of Management and Budget (OMB) Memorandum (M-10-15), "FY 2010 Reporting Instructions for the Federal Information Security Management Act and Agency Privacy Management," April 2010.
4. National Institute of Standards and Technology (NIST) Special Publication (SP) and Federal Information Processing Standards Publication (FIPS).
5. International Organization for Standardization/International Electrotechnical Commission (ISO/IEC) 27002, Information Technology - Security Techniques - Code of Practice for Information Security Management.
6. The Web Services E-Verify Employer Agent agrees to update its Web Services interface to reflect system enhancements within six months from the date DHS notifies the Web Services User of the system update. The Web Services User will receive notice from DHS in the form of an Interface Control Agreement (ICA). The Web Services E-Verify Employer Agent agrees to institute changes to its interface as identified in the ICA, including all functionality identified and all data elements detailed therein.
7. The Web Services E-Verify Employer Agent agrees to demonstrate progress of its efforts to update its Web Services interface if and when DHS requests such progress reports.

8. The Web Services E-Verify Employer Agent acknowledges that if its system enhancements are not completed to the satisfaction of DHS or its assignees within six months from the date DHS notifies the Web Services User of the system update, then the Web Services User's E-Verify account may be suspended, and support for previous releases of E-Verify may no longer be available to the Web Services User. The Web Services E-Verify Employer Agent also acknowledges that DHS may suspend the Web Services User's account after the six-month period has elapsed.
9. The Web Services E-Verify Employer Agent agrees to incorporate error handling logic into its development or software to accommodate and act in a timely fashion should an error code be returned.
10. The Web Services E-Verify Employer Agent agrees to complete the technical requirements testing which is confirmed upon receiving approval of test data and connectivity between the Web Services E-Verify Employer Agent and DHS.
11. DHS will not reimburse any Web Services E-Verify Employer Agent or software developer who has expended resources in the development or maintenance of a Web Services interface if that party is unable, or becomes unable, to meet any of the requirements set forth in this MOU.
12. Housing, development, infrastructure, maintenance, and testing of the Web Services applications may take place outside the United States and its territories, but testing must be conducted to ensure that the code is correct and secure.
13. If the Web Services E-Verify Employer Agent includes an electronic Form I-9 as part of its interface, then it must comply with the standards for electronic retention of Form I-9 found in 8 CFR 274a.2(e).

B. INFORMATION SECURITY REQUIREMENTS

Web Services E-Verify Employer Agents performing verification services under this MOU must ensure that information that is shared between the Web Services E-Verify Employer Agent and DHS is appropriately protected comparable to the protection provided when the information is within the DHS environment [OMB Circular A-130 Appendix III].

To achieve this level of information security, the Web Services E-Verify Employer Agent agrees to institute the following procedures:

1. Conduct periodic assessments of risk, including the magnitude of harm that could result from the unauthorized access, use, disclosure, disruption, modification, or destruction of information and information systems that support the operations and assets of the DHS, SSA, and the Web ServicesE-Verify Employer Agent and its clients;
2. Develop policies and procedures that are based on risk assessments, cost-effectively reduce information security risks to an acceptable level, and ensure that information security is addressed throughout the life cycle of each organizational information system;
3. Implement subordinate plans for providing adequate information security for networks, facilities, information systems, or groups of information systems, as appropriate;
4. Conduct security awareness training to inform the Web Services E-Verify Employer Agent's personnel (including contractors and other users of information systems that support the operations and assets of the organization) of the information security risks associated with their activities and their responsibilities in complying with organizational policies and procedures designed to reduce these risks;
5. Develop periodic testing and evaluation of the effectiveness of information security policies, procedures, practices, and security controls to be performed with a frequency depending on risk, but no less than once per year;
6. Develop a process for planning, implementing, evaluating, and documenting remedial actions to address any deficiencies in the information security policies, procedures, and practices of the organization;
7. Implement procedures for detecting, reporting, and responding to security incidents;
8. Create plans and procedures to ensure continuity of operations for information systems that support the operations and assets of the organization;
9. In information-sharing environments, the information owner is responsible for establishing the rules for appropriate use and protection of the subject information and retains that responsibility even when the information is shared with or provided to other organizations [NIST SP 800-37].
10. DHS reserves the right to restrict Web Services calls from certain IP addresses.
11. DHS reserves the right to audit the Web Services E-Verify Employer Agent's application.
12. Web Services E-Verify Employer Agents and Software Developers agree to cooperate willingly with the DHS assessment of information security and privacy practices used by the company to develop and maintain the

software.

C. DATA PROTECTION AND PRIVACY REQUIREMENTS

1. Web Services E-Verify Employer Agents must practice proper Internet security; this means using HTTP over SSL/TLS (also known as HTTPS) when accessing DHS information resources such as E-Verify [NIST SP 800-95]. Internet security practices like this are necessary because Simple Object Access Protocol (SOAP), which provides a basic messaging framework on which Web Services can be built, allows messages to be viewed or modified by attackers as messages traverse the Internet and is not independently designed with all the necessary security protocols for E-Verify use.
2. In accordance with DHS standards, the Web Services E-Verify Employer Agent agrees to maintain physical, electronic, and procedural safeguards to appropriately protect the information shared under this MOU against loss, theft, misuse, unauthorized access, and improper disclosure, copying use, modification or deletion.
3. Any data transmission requiring encryption shall comply with the following standards:
    A. Products using FIPS 197 Advanced Encryption Standard (AES) algorithms with at least 256-bit encryption that has been validated under FIPS 140-2.
    B. NSA Type 2 or Type 1 encryption.
4. User ID Management (Set Standard): All information exchanged between the parties under this MOU will be done only through authorized Web Services E-Verify Employer Agent representatives identified above.
5. The Web Services E-Verify Employer Agent agrees to use the E-Verify browser instead of its own interface if it has not yet upgraded its interface to comply with the Federal Acquisition Regulation (FAR) system changes. In addition, Web Services E-Verify Employer Agents whose interfaces do not support the Form I-9 from 2/2/2009 or 8/7/2009 should also use the E-Verify browser until the system upgrade is completed.
6. The Web Services E-Verify Employer Agent agrees to use the E-Verify browser instead of its own interface if it has not completed updates to its system within six months from the date DHS notifies the Web Services E-Verify Employer Agent of the system update. The Web Services E-Verify Employer Agent can resume use of its interface once it is up-to-date, unless the Web Services E-Verify Employer Agent has been suspended or terminated from continued use of the system.

D. COMMUNICATIONS

1. Web Services E-Verify Employer Agents and Software Developers agree to develop an electronic system that is not subject to any agreement that would restrict access to and use of by an agency of the United States.
2. The Web Services E-Verify Employer Agent agrees to develop effective controls to ensure the integrity, accuracy and reliability of its electronic system.
3. The Web Services E-Verify Employer Agent agrees to develop an inspection and quality assurance program that regularly, at least once per year, evaluates the electronic system, and includes periodic checks of electronically stored information. The Web Services E-Verify Employer Agent agrees to share the results of its regular inspection and quality assurance program with DHS upon request.
4. The Web Services E-Verify Employer Agent agrees to develop an electronic system with the ability to produce legible copies of applicable notices, letters, etc.
5. All information exchanged between the parties under this MOU will be in accordance with applicable laws, regulations, and policies, including but not limited to, information security guidelines of the sending party with respect to any information that is deemed Personally Identifiable Information (PII), including but not limited to the employee or applicant's Social Security number, alien number, date of birth, or other information that may be used to identify the individual.
6. Suspected and confirmed information security breaches must be reported to DHS according to Article II.A.17. Reporting such breaches does not relieve the Web Services E-Verify Employer Agent from further requirements as directed by state and local law. The Web Services E-Verify Employer Agent is subject to applicable state laws regarding data protection and incident reporting in addition to the requirements herein.

E. SOFTWARE DEVELOPER RESTRICTIONS

1. The Web Services E-Verify Employer Agent agrees that if it develops a Web Services interface and sells such interface, then it can be held liable for any misuse by the company that purchases the interface. It is the responsibility of the Web Services E-Verify Employer Agent to ensure that its interface is used in accordance with E-Verify policies and procedures.

2. The Web Services E-Verify Employer Agent agrees to provide software updates to each client who purchases its software. Because of the frequency Web Services updates, an ongoing relationship between the software developer and the client is necessary.
3. DHS reserves the right to terminate the access of any software developer with or without notice who creates or uses an interface that does not comply with E-Verify procedures.
4. Web Services Software Developers pursuing software development independent of serving clients as a Web Services E-Verify Employer Agent are not eligible to receive an ICA. At this time, E-Verify does not permit Web Services software development without also being a Web Services E-Verify Employer Agent or Web Services Employer.

F. PENALTIES

1. The Web Services E-Verify Employer Agent agrees that any failure on its part to comply with the terms of the MOU may result in account suspension, termination, or other adverse action.
2. DHS is not liable for any financial losses to Web Services E-Verify Employer Agent, its clients, or any other party as a result of your account suspension or termination.

ARTICLE VI

MODIFICATION AND TERMINATION

A. MODIFICATION

1. This MOU is effective upon the signature of all parties and shall continue in effect for as long as the SSA and DHS operates the E-Verify program unless modified in writing by the mutual consent of all parties.
2. Any and all E-Verify system enhancements by DHS or SSA, including but not limited to E-Verify checking against additional data sources and instituting new verification policies or procedures, will be covered under this MOU and will not cause the need for a supplemental MOU that outlines these changes.

B. TERMINATION

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

ARTICLE VII

PARTIES

A. Some or all SSA and DHS responsibilities under this MOU may be performed by contractor(s), and SSA and DHS may adjust verification responsibilities between each other as necessary. By separate agreement with DHS, SSA has agreed to perform its responsibilities as described in this MOU.

B. Nothing in this MOU is intended, or should be construed, to create any right or benefit, substantive or procedural, enforceable at law by any third party against the United States, its agencies, officers, or employees, or against the Web Services E-Verify Employer Agent, its agents, officers, or employees.

C. The Web Services E-Verify Employer Agent may not assign, directly or indirectly, whether by operation of law, change of control or merger, all or any part of its rights or obligations under this MOU without the prior written consent of DHS, which consent shall not be unreasonably withheld or delayed. Any attempt to sublicense, assign, or transfer any of the rights, duties, or obligations herein is void.

D. Each party shall be solely responsible for defending any claim or action against it arising out of or related to E-Verify or this MOU, whether civil or criminal, and for any liability wherefrom, including (but not limited to) any dispute between the Web Services E-Verify Employer Agent or the Employer and any other person or entity regarding the applicability of Section 403(d) of IIRIRA to any action taken or allegedly taken by the Web Services E-Verify Employer Agent or the Employer.

E. The Web Services E-Verify Employer Agent understands that its participation in E-Verify is not confidential information and may be disclosed as authorized or required by law and DHS or SSA policy, including but not limited to, Congressional oversight, E-Verify publicity and media inquiries, determinations of compliance with Federal contractual requirements, and responses to inquiries under the Freedom of Information Act (FOIA).

F. The individuals whose signatures appear below represent that they are authorized to enter into this MOU on behalf of the Employer, the Web Services E-Verify Employer Agent and DHS respectively. The Web Services E-Verify Employer Agent understands that any inaccurate statement, representation, data or other information provided to DHS may subject the Web Services E-Verify Employer Agent, as the case may be, its subcontractors, its employees, or its representatives to: (1) prosecution for false statements pursuant to 18 U.S.C. 1001 and/or; (2) immediate termination of its MOU and/or; (3) possible debarment or suspension.

G. The foregoing constitutes the full agreement on this subject between DHS, the Employer, and the E-Verify Employer Agent. Michael Baker International (Employer) hereby designates and appoints Kristina David (E-Verify Employer Agent), including its officers and employees, as the E-Verify Employer Agent for the purpose of carrying out (Employer) responsibilities under the MOU between the Employer, the E-Verify Employer Agent, and DHS.

If you have any questions, contact E-Verify at 1-888-464-4218.

Approved by:

Employer	
Name (Please Type or Print)	Title
Signature	Date
E-Verify Employer Agent TALX Corporation	
Name (Please Type or Print) Kristina David	Title
Signature Electronically Signed	Date April 02, 2019
Department of Homeland Security - Verification Division	
Name	Title
Signature	Date

Information Required for the E-Verify Program **Information relating to your Company:**	
Company Name	Michael Baker International
Company Facility Address	500 Grant St. Ste 5400 Pittsburgh, PA 15219
Company Alternate Address	500 Grant St. Ste 5400 Pittsburgh, PA 15219
County or Parish	Allegheny
Employer Identification Number	25-1228638
North American Industry Classification Systems Code	Professional, Scientific, And Technical Services (541)
Parent Company	
Number of Employees	2,500 to 4,999
Number of Sites Verified for	77

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

Pennsylvania	6
South Carolina	3
Mississippi	2
Alaska	2
Florida	6
Tennessee	1
California	14
Michigan	1
Ohio	4
North Carolina	4
Colorado	1
Idaho	1
Arkansas	2
Indiana	2
Nevada	3
Texas	4
Georgia	2
Kentucky	1
New York	2
Louisiana	2
Maryland	1
Arizona	1
Alabama	1
Wisconsin	2
Washington	1
West Virginia	1
Minnesota	1
Virginia	4
Illinois	1
Utah	1

Information relating to the Program Administrator(s) for your Company on policy questions or operational problems:

Name	Penny Mercadante
Phone Number	(412) 918-4024
Fax Number	
Email Address	Penny.Mercadante@mbakerintl.com

Name	Brian Rider
Phone Number	(412) 918-4039
Fax Number	
Email Address	Brian.Rider@mbakerintl.com

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	**Michael Baker International, Inc.**
Address	**11 N. Water Street, Suite 14290** **Mobile, AL 36602**
Telephone	**(251) 380-0898**
E-Mail	**Brian.Morgan@mbakerintl.com**

RFP/RFQ Solicitation Number	**N/A**
Project Description	**Various Drainage Repairs, City Project No. 2024-3005-19**
Is your company a DBE company?	Yes ☐ No ☒
Work force demographics	Male _____ Female _____ Minority _____ Non-minority _____ SDVO _____ Total #of Employees **4,150**

Subcontractor/Major Supplier Plan submitted by:

Printed Name: **Brian Morgan, PE**

Signature: _____ Date: **08/05/2024**

Title: **Project Manager / Senior Associate**

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

Name: **Brian Morgan, PE** Title: **Project Manager / Senior Associate**

Email: **Brian.Morgan@mbakerintl.com** Phone: **(251) 341-3128**

OFFICE OF SUPPLIER DIVERSITY

CITY OF MOBILE

Subcontracting and Major Supplier Plan

Contact Office of Supplier Diversity for questions on completing this form.
Via email: Archnique.kidd@cityofmobile.org
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 Michael Baker International, Inc. Your Bid/Proposal Amount $ N/A Date: 08 / 05 / 2024

Description Various Drainage Repairs, City Project No, 2024-3005-19

Name of Bidder/Proposer: Michael Baker International, 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
N/A						

OFFICE OF SUPPLIER DIVERSITY

CITY OF MOBILE

Subcontracting and Major Supplier Plan

Form 2: Good Faith Effort Documentation

Name of Bidder: **Michael Baker International, Inc.**

Contact Person: **Brian Morgan, PE** Phone **(251) 341-3128** Email **Brian.Morgan@mbakerintl.com**

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

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

OFFICE OF SUPPLIER DIVERSITY

CITY OF MOBILE

Subcontracting and Major Supplier Plan

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

CONTRACT RECORDS:

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

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

Section 2(B)

_____ There are not ways to break out 15% of the value of this contract for subcontractors / suppliers. Provide further detail in 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. _____

_____

_____

City of Mobile
Office of Supplier Diversity

REQUEST FOR WAIVER OF DISADVANTAGED BUSINESS ENTERPRISE (DBE) GOAL

Bid/RFP/P.O./Solicitation/Other# 2024-3005-19 Current Date 8/6/24

Project Description Miscellaneous Drainage Repairs

By City of Mobile Department/ Division/ Office/Unattached Board

I hereby request that the DBE participation goal, pursuant to Ordinance of the City Charter and Policy, be waived on the above-referenced project for the following reason(s):
Please attached any supporting documentation.

Michael Baker International, Inc., requests a waiver of the disadvantaged business enterprise (DBE) goal due to the nature of the work. This is a Contract for engineering, design, and construction inspection services that are specialized and the proposal fee amounts are small enough to not warrant the use of sub-consultants.

Nick Amberger
Requested By (Department Director)

(Signature) City Engineer (Title) 8/6/2024 (Date)

251-208-7426
Telephone Number

nick.amberger@cityofmobile.org
Email Address

Archnique Kidd
Reviewed By (Office of Supplier Diversity)

Archnique Kidd (Signature) Supplier Diversity Manager (Title) 8/22/2024 (Date)

Approved By (CAO)

CERTIFICATE OF LIABILITY INSURANCE

DATE(MM/DD/YYYY) 04/22/2026

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).

Holder Identifier :

PRODUCER
Aon Risk Services Central, Inc.
Pittsburgh PA Office
EQT Plaza ~ Suite 2700
625 Liberty Avenue
Pittsburgh PA 15222-3110 USA

CONTACT NAME:
PHONE (A/C. No. Ext): (866) 283-7122 **FAX (A/C. No.):** (800) 363-0105
E-MAIL ADDRESS:

INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A:	American Guarantee & Liability Ins Co	26247
INSURER B:	Zurich American Ins Co	16535
INSURER C:	Allied World Surplus Lines Insurance Co	24319
INSURER D:		
INSURER E:		
INSURER F:		

INSURED
Michael Baker International, Inc.
11 N. Water Street, Suite 14290
Mobile AL 36602 USA

COVERAGES **CERTIFICATE NUMBER:** 570119579776 **REVISION NUMBER:**

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

Limits shown are as requested

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
B	X **COMMERCIAL GENERAL LIABILITY** CLAIMS-MADE / X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY / X PRO-JECT / X LOC OTHER:			GLO419728104	08/30/2025	08/30/2026	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 $1,000,000 $10,000 $2,000,000 $4,000,000 $4,000,000
B	**AUTOMOBILE LIABILITY** X ANY AUTO OWNED AUTOS ONLY / SCHEDULED AUTOS HIRED AUTOS ONLY / NON-OWNED AUTOS ONLY			BAP 4197284-04	08/30/2025	08/30/2026	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$2,000,000 $2,000,000 $2,000,000 $2,000,000
A	X **UMBRELLA LIAB** / X OCCUR **EXCESS LIAB** / CLAIMS-MADE DED / X RETENTION $10,000			AUC053258207	08/30/2025	08/30/2026	EACH OCCURRENCE AGGREGATE	$2,000,000 $2,000,000
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		WC419728204 AOS	08/30/2025	08/30/2026	X PER STATUTE / OTH-ER	
B				WC419728504 WI	08/30/2025	08/30/2026	E.L. EACH ACCIDENT E.L. DISEASE-EA EMPLOYEE E.L. DISEASE-POLICY LIMIT	$1,000,000 $1,000,000 $1,000,000
C	E&O - Professional Liability - Primary			03124806 Claims Made SIR applies per policy terms & conditions	08/30/2025	08/30/2026	Per Claim Aggregate	$1,000,000 $5,000,000

Certificate No : 570119579776

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

RE: Project Name: Miscellaneous Drainage Repairs, Project Name: 2024-3005-19. City of Mobile, PO Box 1827, Mobile, AL 36633-1827 is included as Additional Insured in accordance with the policy provisions of the General Liability and Automobile Liability policies. General Liability and Automobile Liability policies evidenced herein are Primary and Non-Contributory to other insurance available to Additional Insured, but only in accordance with the policy's provisions. A Waiver of Subrogation is granted in favor of City of Mobile in accordance with the policy provisions of the General Liability, Automobile Liability, Professional Liability and Workers' Compensation policies. Should General Liability, Automobile Liability and Workers' Compensation policies be cancelled before the expiration date thereof, the policy provisions of each policy will govern how

CERTIFICATE HOLDER

City of Mobile, Alabama
Attn: Tammy Lambeth, PE
205 Government Street, PO Box 1827
3rd Floor, South Tower
Mobile AL 36633-1827 USA

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

Aon Risk Services Central, Inc.

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AGENCY CUSTOMER ID: 570000027699

LOC #:

ADDITIONAL REMARKS SCHEDULE

AGENCY	NAMED INSURED
Aon Risk Services Central, Inc.	Michael Baker International, Inc.
POLICY NUMBER	
See Certificate Number: 570119579776	
CARRIER / NAIC CODE	EFFECTIVE DATE:
See Certificate Number: 570119579776	

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: ACORD 25 **FORM TITLE:** Certificate of Liability Insurance

Additional Description of Operations / Locations / Vehicles:

notice of cancellation may be delivered to certificate holders in accordance with the policy provisions of each policy.

ACORD 101 (2008/01)

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Blanket Notification to Others of Cancellation or Non-Renewal

Policy No.	Eff. Date of Pol.	Exp. Date of Pol.	Eff. Date of End.	Producer No.	Add'l. Prem	Return Prem.
BAP 4197284-04	08/30/2025	08/30/2026		15939000	**INCL**	

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the:

Commercial Automobile Coverage Part

A. If we cancel or non-renew this Coverage Part by written notice to the first Named Insured, we will mail or deliver notification that such Coverage Part has been cancelled or non-renewed to each person or organization shown in a list provided to us by the first Named Insured if you are required by written contact or written agreement to provide such notification. However, such notification will not be mailed or delivered if a conditional notice of renewal has been sent to the first Named Insured. Such list:

1. Must be provided to us prior to cancellation or non-renewal;

2. Must contain the names and addresses of only the persons or organizations requiring notification that such Coverage Part has been cancelled or non-renewed; and

3. Must be in an electronic format that is acceptable to us.

B. Our notification as described in Paragraph **A.** of this endorsement will be based on the most recent list in our records as of the date the notice of cancellation or non-renewal is mailed or delivered to the first Named Insured. We will mail or deliver such notification to each person or organization shown in the list:

1. Within seven days of the effective date of the notice of cancellation, if we cancel for non-payment of premium; or

2. At least 30 days prior to the effective date of:

a. Cancellation, if cancelled for any reason other than nonpayment of premium; or

b. Non-renewal, but not including conditional notice of renewal.

C. Our mailing or delivery of notification described in Paragraphs **A.** and **B.** of this endorsement is intended as a courtesy only. Our failure to provide such mailing or delivery will not:

1. Extend the Coverage Part cancellation or non-renewal date;

2. Negate the cancellation or non-renewal; or

3. Provide any additional insurance that would not have been provided in the absence of this endorsement.

D. We are not responsible for the accuracy, integrity, timeliness and validity of information contained in the list provided to us as described in Paragraphs **A.** and **B.** of this endorsement.

All other terms and conditions of this policy remain unchanged.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US (WAIVER OF SUBROGATION)

This endorsement modifies insurance provided under the following:

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

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

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

Named Insured: MICHAEL BAKER INTERNATIONAL

LLC **Endorsement Effective Date:** 08/30/2025

SCHEDULE

Name(s) Of Person(s) Or Organization(s):
ALL PERSONS AND/OR ORGANIZATIONS THAT ARE REQUIRED BY WRITTEN CONTRACT OR AGREEMENT WITH THE INSURED, EXECUTED PRIOR TO THE ACCIDENT OR LOSS, THAT WAIVER OF SUBROGATION BE PROVIDED UNDER THIS POLICY.

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

The **Transfer Of Rights Of Recovery Against Others To Us** condition does not apply to the person(s) or organization(s) shown in the Schedule, but only to the extent that subrogation is waived prior to the “accident” or the “loss” under a contract with that person or organization.

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Additional Insured – Automatic – Owners, Lessees Or Contractors

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.	
Policy No. GLO 4197281-04	Effective Date: 08/30/2025

This endorsement modifies insurance provided under the:

Commercial General Liability Coverage Part

A. Section **II – Who Is An Insured** is amended to include as an additional insured any person or organization whom you are required to add as an additional insured under a written contract or written agreement executed by you, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" and subject to the following:

1. If such written contract or written agreement specifically requires that you provide that the person or organization be named as an additional insured under one or both of the following endorsements:

a. The Insurance Services Office (ISO) ISO CG 20 10 (10/01 edition); or

b. The ISO CG 20 37 (10/01 edition),

such person or organization is then an additional insured with respect to such endorsement(s), but only to the extent that "bodily injury", "property damage" or "personal and advertising injury" arises out of:

(1) Your ongoing operations, with respect to Paragraph **1.a.** above; or

(2) "Your work", with respect to Paragraph **1.b.** above,

which is the subject of the written contract or written agreement.

However, solely with respect to this Paragraph **1.**, insurance afforded to such additional insured:

(a) Only applies if the "bodily injury", "property damage" or "personal and advertising injury" offense occurs during the policy period and subsequent to your execution of the written contract or written agreement; and

(b) Does not apply to "bodily injury" or "property damage" caused by "your work" and included within the "products-completed operations hazard" unless the written contract or written agreement specifically requires that you provide such coverage to such additional insured.

2. If such written contract or written agreement specifically requires that you provide that the person or organization be named as an additional insured under one or both of the following endorsements:

a. The Insurance Services Office (ISO) ISO CG 20 10 (07/04 edition); or

b. The ISO CG 20 37 (07/04 edition),

such person or organization is then an additional insured with respect to such endorsement(s), but only to the extent that "bodily injury", "property damage" or "personal and advertising injury" is caused, in whole or in part, by:

(1) Your acts or omissions; or

(2) The acts or omissions of those acting on your behalf,

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in the performance of:

(a) Your ongoing operations, with respect to Paragraph **2.a.** above; or

(b) "Your work" and included in the "products-completed operations hazard", with respect to Paragraph **2.b.** above,

which is the subject of the written contract or written agreement.

However, solely with respect to this Paragraph **2.**, insurance afforded to such additional insured:

(i) Only applies if the "bodily injury", "property damage" or "personal and advertising injury" offense occurs during the policy period and subsequent to your execution of the written contract or written agreement; and

(ii) Does not apply to "bodily injury" or "property damage" caused by "your work" and included within the "products-completed operations hazard" unless the written contract or written agreement specifically requires that you provide such coverage to such additional insured.

3. If neither Paragraph **1.** nor Paragraph **2.** above apply and such written contract or written agreement requires that you provide that the person or organization be named as an additional insured:

a. Under the ISO CG 20 10 (04/13 edition, any subsequent edition or if no edition date is specified); or

b. With respect to ongoing operations (if no form is specified),

such person or organization is then an additional insured only to the extent that "bodily injury", "property damage" or "personal and advertising injury" is caused, in whole or in part by:

(1) Your acts or omissions; or

(2) The acts or omissions of those acting on your behalf,

in the performance of your ongoing operations, which is the subject of the written contract or written agreement.

However, solely with respect to this Paragraph **3.**, insurance afforded to such additional insured:

(a) Only applies to the extent permitted by law;

(b) Will not be broader than that which you are required by the written contract or written agreement to provide for such additional insured; and

(c) Only applies if the "bodily injury", "property damage" or "personal and advertising injury" offense occurs during the policy period and subsequent to your execution of the written contract or written agreement.

4. If neither Paragraph **1.** nor Paragraph **2.** above apply and such written contract or written agreement requires that you provide that the person or organization be named as an additional insured:

a. Under the ISO CG 20 37 (04/13 edition, any subsequent edition or if no edition date is specified); or

b. With respect to the "products-completed operations hazard" (if no form is specified),

such person or organization is then an additional insured only to the extent that "bodily injury" or "property damage" is caused, in whole or in part by "your work" and included in the "products-completed operations hazard", which is the subject of the written contract or written agreement.

However, solely with respect to this Paragraph **4.**, insurance afforded to such additional insured:

(1) Only applies to the extent permitted by law;

(2) Will not be broader than that which you are required by the written contract or written agreement to provide for such additional insured;

(3) Only applies if the "bodily injury" or "property damage" occurs during the policy period and subsequent to your execution of the written contract or written agreement; and

(4) Does not apply to "bodily injury" or "property damage" caused by "your work" and included within the "products-completed operations hazard" unless the written contract or written agreement specifically requires that you provide such coverage to such additional insured.

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B. Solely with respect to the insurance afforded to any additional insured referenced in Section **A.** of this endorsement, the following additional exclusion applies:

This insurance does not apply to "bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of, or failure to render, any professional architectural, engineering or surveying services including:

1. The preparing, approving or failing to prepare or approve maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or

2. Supervisory, inspection, architectural or engineering activities.

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage", or the offense which caused the "personal and advertising injury", involved the rendering of or the failure to render any professional architectural, engineering or surveying services.

C. Solely with respect to the coverage provided by this endorsement, the following is added to Paragraph **2. Duties In The Event Of Occurrence, Offense, Claim Or Suit** of Section **IV – Commercial General Liability Conditions**:

The additional insured must see to it that:

(1) We are notified as soon as practicable of an "occurrence" or offense that may result in a claim;

(2) We receive written notice of a claim or "suit" as soon as practicable; and

(3) A request for defense and indemnity of the claim or "suit" will promptly be brought against any policy issued by another insurer under which the additional insured may be an insured in any capacity. This provision does not apply to insurance on which the additional insured is a Named Insured if the written contract or written agreement requires that this coverage be primary and non-contributory.

D. Solely with respect to the coverage provided by this endorsement:

1. The following is added to the **Other Insurance** Condition of Section **IV – Commercial General Liability Conditions**:

Primary and Noncontributory insurance

This insurance is primary to and will not seek contribution from any other insurance available to an additional insured provided that:

a. The additional insured is a Named Insured under such other insurance; and

b. You are required by written contract or written agreement that this insurance be primary and not seek contribution from any other insurance available to the additional insured.

2. The following paragraph is added to Paragraph **4.b.** of the **Other Insurance** Condition under Section **IV – Commercial General Liability Conditions**:

This insurance is excess over:

Any of the other insurance, whether primary, excess, contingent or on any other basis, available to an additional insured, in which the additional insured on our policy is also covered as an additional insured on another policy providing coverage for the same "occurrence", offense, claim or "suit". This provision does not apply to any policy in which the additional insured is a Named Insured on such other policy and where our policy is required by a written contract or written agreement to provide coverage to the additional insured on a primary and non-contributory basis.

E. This endorsement does not apply to an additional insured which has been added to this Coverage Part by an endorsement showing the additional insured in a Schedule of additional insureds, and which endorsement applies specifically to that identified additional insured.

F. Solely with respect to the insurance afforded to an additional insured under Paragraph **A.3.** or Paragraph **A.4.** of this endorsement, the following is added to Section **III – Limits Of Insurance**:

Additional Insured – Automatic – Owners, Lessees Or Contractors Limit

The most we will pay on behalf of the additional insured is the amount of insurance:

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1. Required by the written contract or written agreement referenced in Section **A.** of this endorsement; or

2. Available under the applicable Limits of Insurance shown in the Declarations,

whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

All other terms, conditions, provisions and exclusions of this policy remain the same.

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Blanket Notification to Others of Cancellation or Non-Renewal

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.	
Policy No. GLO 4197281-04	Effective Date: 08/30/2025

This endorsement applies to insurance provided under the:

Commercial General Liability Coverage Part

A. If we cancel or non-renew this Coverage Part by written notice to the first Named Insured, we will mail or deliver notification that such Coverage Part has been cancelled or non-renewed to each person or organization shown in a list provided to us by the first Named Insured if you are required by written contact or written agreement to provide such notification. Such list:

1. Must be provided to us prior to cancellation or non-renewal;

2. Must contain the names and addresses of only the persons or organizations requiring notification that such Coverage Part has been cancelled or non-renewed; and

3. Must be in an electronic format that is acceptable to us.

B. Our notification as described in Paragraph **A.** of this endorsement will be based on the most recent list in our records as of the date the notice of cancellation or non-renewal is mailed or delivered to the first Named Insured. We will mail or deliver such notification to each person or organization shown in the list:

1. Within 10 days of the effective date of the notice of cancellation, if we cancel for non-payment of premium; or

2. At least 30 days prior to the effective date of:

a. Cancellation, if cancelled for any reason other than nonpayment of premium; or

b. Non-renewal, but not including conditional notice of renewal,

unless a greater number of days is shown in the Schedule of this endorsement for the mailing or delivering of such notification with respect to Paragraph **B.1.** or Paragraph **B.2.** above.

C. Our mailing or delivery of notification described in Paragraphs **A.** and **B.** of this endorsement is intended as a courtesy only. Our failure to provide such mailing or delivery will not:

1. Extend the Coverage Part cancellation or non-renewal date;

2. Negate the cancellation or non-renewal; or

3. Provide any additional insurance that would not have been provided in the absence of this endorsement.

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D. We are not responsible for the accuracy, integrity, timeliness and validity of information contained in the list provided to us as described in Paragraphs **A.** and **B.** of this endorsement.

SCHEDULE	
The total number of days for mailing or delivering with respect to Paragraph **B.1.** of this endorsement is amended to indicate the following number of days:	*
The total number of days for mailing or delivering with respect to Paragraph **B.2.** of this endorsement is amended to indicate the following number of days:	**
* If a number is not shown here, 10 days continues to apply. ** If a number is not shown here, 30 days continues to apply.	

All other terms and conditions of this policy remain unchanged.

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Waiver Of Subrogation (Blanket) Endorsement

Policy No.	Eff. Date of Pol.	Exp. Date of Pol.	Eff. Date of End.	Producer	Add'l Prem.	Return Prem.
GLO 4197281-04	08/30/2025	08/30/2026		15939000	$ **INCL**	$

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the:

Commercial General Liability Coverage Part

The following is added to the **Transfer Of Rights Of Recovery Against Others To Us Condition**:

If you are required by a written contract or agreement, which is executed before a loss, to waive your rights of recovery from others, we agree to waive our rights of recovery. This waiver of rights shall not be construed to be a waiver with respect to any other operations in which the insured has no contractual interest.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

DESIGNATED INSURED FOR COVERED AUTOS LIABILITY COVERAGE

This endorsement modifies insurance provided under the following:

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

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

This endorsement identifies person(s) or organization(s) who are "insureds" for Covered Autos Liability Coverage under the Who Is An Insured provision of the Coverage Form. This endorsement does not alter coverage provided in the Coverage Form.
This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

Named Insured: MICHAEL BAKER INTERNATIONAL

LLC **Endorsement Effective Date:** 08/30/2025

SCHEDULE

Name Of Person(s) Or Organization(s):

ANY PERSON OR ORGANIZATION TO WHOM OR WHICH YOU ARE REQUIRED TO PROVIDE ADDITIONAL INSURED STATUS OR ADDITIONAL INSURED STATUS ON A PRIMARY, NON-CONTRIBUTORY BASIS, IN A WRITTEN CONTRACT OR WRITTEN AGREEMENT EXECUTED PRIOR TO LOSS, EXCEPT WHERE SUCH CONTRACT OR AGREEMENT IS PROHIBITED BY LAW.

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

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Each person or organization shown in the Schedule is an “insured” for Covered Autos Liability Coverage, but only to the extent that person or organization qualifies as an “insured” under the Who Is An Insured provision contained in Paragraph **A.1.** of Section **II** – Covered Autos Liability Coverage in the Business Auto and Motor Carrier Coverage Forms and Paragraph **D.2.** of Section **I** – Covered Autos Coverages of the Auto Dealers Coverage Form.

CANCELLATION AND NONRENEWAL NOTICE ENDORSEMENT

A. Part Six – Conditions, Paragraph D.2. is replaced by the following:

D. Cancellation

2. We may cancel this policy. We must mail or deliver to you not less than 90 days advance written notice stating when the cancellation is to take effect except for cancellation for non-payment of premium. If we cancel this policy for non-payment of premium we must mail or deliver to you not less than ten days advance written notice. Mailing that notice to you at your mailing address shown in Item 1 of the Information Page will be sufficient to prove notice.

B. Part Six – Conditions, Paragraph F. is added.

F. Nonrenewal Notice

We will mail or deliver to you not less than 90 days advance written notice of our intention to nonrenew this policy. Mailing that notice to you at your mailing address shown in Item 1 of the Information Page will be sufficient to prove notice.

All other terms, conditions, provisions and exclusions of this policy remain the same.

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

This agreement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

Schedule

ALL PERSONS AND/OR ORGANIZATIONS THAT ARE REQUIRED BY WRITTEN CONTRACT OR AGREEMENT WITH THE INSURED, EXECUTED PRIOR TO THE ACCIDENT OR LOSS, THAT WAIVER OF SUBROGATION BE PROVIDED UNDER THIS POLICY FOR WORK PERFORMED BY YOU FOR THAT PERSON AND/OR ORGANIZATION.

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AGENDA ITEM SUMMARY SHEET

Agenda of: May 5, 2026

Submitted by:
Ricardo Woods, City Attorney

Sponsored by:
Spiro Cheriogotis, Mayor

Purpose and Scope of Project:
Authorize Settlement Agreement and Release of Claims: Crum

Amount of Contract:

Funding Source

ATTACHMENTS:
1. Resolutions Settlement. Crum

REVIEWERS:
Patricia Primm
Cherlina Monteiro
James Barber

R E S O L U T I O N

Sponsored by: Mayor Spiro N. Cheriogotis

BE IT RESOLVED by the City Council of the City of Mobile, that the City Attorney and the City Council Attorney, or their respective designees, be, and they hereby are, authorized to execute for and on behalf of the City of Mobile and the City Council of the City of Mobile, Alabama, the Settlement Agreement and Release of Claims arising out of the claims of Bly Crum, as outlined in the Settlement Agreement and Release of Claims. A copy of said settlement agreement is on file in the Office of the City Clerk.

Adopted:

_____

City Clerk

AGENDA ITEM SUMMARY SHEET

Agenda of: May 5, 2026

Submitted by:
Ricardo Woods, City Attorney

Sponsored by:
Spiro Cheriogotis, Mayor

Purpose and Scope of Project:
Authorize Settlement Agreement and Release of Claims for Aubrey Lomax

Amount of Contract:

Funding Source

ATTACHMENTS:
1. Resolutions Settlement. Lomax

REVIEWERS:
Patricia Primm
Cherlina Monteiro
James Barber

R E S O L U T I O N

Sponsored by: Mayor Spiro N. Cheriogotis

BE IT RESOLVED by the City Council of the City of Mobile, that the City Attorney and the City Council Attorney, or their respective designees, be, and they hereby are, authorized to execute for and on behalf of the City of Mobile and the City Council of the City of Mobile, Alabama, the Settlement Agreement and Release of Claims arising out of the claims of Aubrey Lomax, as outlined in the Settlement Agreement and Release of Claims. A copy of said settlement agreement is on file in the Office of the City Clerk.

Adopted:

_____

City Clerk

RESOLUTION

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

Adopted:

_____

City Clerk

Notice of Public Hearing for the Proposed Rezoning of Property
Located at the East side of Tacon Street, 267'± North of Cameron Street

Pursuant to Resolution of the Mobile, Alabama City Council adopted May 5, 2026, a public hearing will be held on the 9th day of June, 2026, at 10:30 a.m., to consider adoption of an ordinance to rezone property located at the East side of Tacon Street, 267'± North of Cameron Street from R-1, Single-Family Residential District, to B-3, Community Business Urban District.

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

Lisa C. Lambert
City Clerk

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

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

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

LOT 71, TACON PLACE AS RECORDED IN DEED BOOK 116 PAGE 242, PROBATE COURT RECORDS, MOBILE COUNTY, ALABAMA.

The classification of said property is hereby changed from Single-Family Residential Urban District (R-1), to Community Business Urban District (B-3), and it shall hereafter be lawful to construct on such property any structures permitted by the Ordinance of July 12, 2022, commonly known as the Unified Development Code and to use said premises for any use permitted by the terms of said Ordinance in a B-3, provided, however, that the plans for any structure or building sought to be erected on said property shall be in compliance with the building laws of the City of Mobile, and that any structure shall be approved by the Building Inspector of the City of Mobile, and that any such structure be erected only in compliance with such laws, including the requirements of said Unified Development Code of July 12, 2022, and further provided, however, that no lot or parcel of land herein above described shall be used for any use allowed in an B-3, until all of the condition set forth below has been complied with: 1. Full compliance with all municipal codes and ordinances.

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

NOTICE OF HEARING
OF PROPOSED AMENDMENT
TO THE UNIFIED DEVELOPMENT CODE

Notice is hereby given that the City Council of Mobile proposes to consider the adoption of the below synopsized amendment to the Ordinance adopted on the 12th day of July, 2022, and known as the "Unified Development Code". The adoption of such amendment will be considered by the City Council of Mobile in the Auditorium of the Government Plaza in Mobile, Alabama on the 9th day of June, 2026, at 10:30 AM. At such time and place all persons who desire shall have an opportunity to be heard in opposition to or in favor of the amendment.

Synopsis of Proposed Amendment to the Zoning Ordinance

The proposed amendment to the Unified Development Code was published in full on the 13th day of May, 2026 in the Lagniappe.

The proposed amendment to the Unified Development Code concerns the property within the City of Mobile, located at the **East Side of Tacon Street, 267 ±' North of Cameron Street.**

The proposed amendment to the Unified Development Code changes the classification of the subject property from **Single-Family Residential Urban District (R-1), to Community Business Urban District (B-3).** Under the proposed amendment to the Unified Development Code, it shall hereafter be lawful to construct on the subject property any structures and to use the subject property for any use, as permitted in **B-3** districts under the terms of the Unified Development Code of July 12, 2022, as amended. Any construction or erection on the subject property shall be in compliance with the building laws of the City of Mobile and shall be approved by the Building Inspector of the City of Mobile. Any such constructed or erected structure shall be erected or constructed in compliance with the laws of the City of Mobile, including without limitation the requirements of the Unified Development Code of July 12, 2022, as amended. Further, no lot or parcel shall be used for any use allowed in **B-3** districts until the following condition has been complied with: 1. Full compliance with all municipal codes and ordinances.

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

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

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

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

LOT 71, TACON PLACE AS RECORDED IN DEED BOOK 116 PAGE 242, PROBATE COURT RECORDS, MOBILE COUNTY, ALABAMA.

The classification of said property is hereby changed **from Single-Family Residential Urban District (R-1), to Community Business Urban District (B-3),** and it shall hereafter be lawful to construct on such property any structures permitted by the Ordinance of July 12, 2022, commonly known as the Unified Development Code and to use said premises for any use permitted by the terms of said Ordinance in a **B-3**, provided, however, that the plans for any structure or building sought to be erected on said property shall be in compliance with the building laws of the City of Mobile, and that any structure shall be approved by the Building Inspector of the City of Mobile, and that any such structure be erected only in compliance with such laws, including the requirements of said Unified Development Code of July 12, 2022, and further provided, however, that no lot or parcel of land herein above described shall be used for any use allowed in an **B-3,** until all of the condition set forth below has been complied with: 1. Full compliance with all municipal codes and ordinances.

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

Adopted:

Lisa Lambert, City Clerk

Christopher J. Hughes
East Side of Tacon Street, 267 ±' North of Cameron Street
Council District 1
Cory Penn

THE CITY OF MOBILE, ALABAMA
PLANNING & ZONING DEPARTMENT

MOBILE CITY PLANNING COMMISSION

April 23, 2026
City Council
Mobile Government Plaza
Mobile, Alabama 36644

Dear Council Members:

The Mobile City Planning Commission at its meeting on **April 16, 2026**, considered the request of **Christopher J. Hughes,** for a change in zoning from **Single-Family Residential Urban District (R-1), to Community Business Urban District (B-3),** for the property located at the **East Side of Tacon Street, 267 ±' North of Cameron Street**.

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

Copies of the application and report are attached.

Sincerely,

Stephen Guthrie

Stephen Guthrie
Deputy Director, Planning & Zoning Department

maf
Attachments

THE CITY OF MOBILE, ALABAMA
MOBILE CITY PLANNING COMMISSION

LETTER OF DECISION

April 17, 2026

Byrd Surveying
2609 Halls Mill Road
Mobile, Alabama 36606

Re: East Side of Tacon Street, 267±' North of Cameron Street
ZON-UDC-003666-2026
Christopher J. Hughes
District 1
Rezoning from Single-Family Residential Urban District (R-1) to Community Business Urban District (B-3)

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

At its meeting on April 16, 2026, the Planning Commission considered the above referenced application.

After discussion the Planning Commission determined the following criteria prevail to support Rezoning of the property to **B-3, Community Business Urban District**:

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

As such, the Planning Commission voted to recommend approval of Rezoning the property to **B-3, Community Business Urban District**, to the City Council, subject to the following condition:

1. Full compliance with all municipal codes and ordinances.

The advertising fee for this application based on the current legal description is **$270.18**. Upon receipt of this fee (*check made out to the "City of Mobile"*), your application will be forwarded to the City Clerk's office to be scheduled for public hearing by the City Council.

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

Sincerely,

MOBILE CITY PLANNING COMMISSION
Ms. Jennifer Denson, Secretary

By: Stephen Guthrie
Stephen Guthrie
Deputy Director of Planning and Zoning

City of Mobile • Planning &Zoning

Planning Commission Application

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

Fees

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

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

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

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

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

☐ **Conditional Use Permits**
Checklist A

☐ **Planned Development**
Checklist C

■ **Rezoning, Text Amendment, or Specific Area Plan Amendments**
Checklist B

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

☐ **Terminating a Previously approved Planned Unit Development**
Checklist E

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

---

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

	Applicant	Agent (If Applicable)
Address:	2609 HALLS MILL ROAD	
Email:	[redacted]	
Phone:		
Email:		
Name:	BYRD SURVEYING	

[redacted]

	Owner	Design Professional
Name:	CHRISTOPHER J. HUGHES	
Firm:		
Phone:	[redacted]	
Email:		
Address:		

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

64 TACON STREET — Property Address

7798 SF — Property Area (acres or square feet)

KEY #00772051 — Parcel Number(s) or Key Number(s)

R-1 URBAN — Present Zoning or Transect District

B-3 URBAN — Proposed Zoning or Transect District (if applicable)

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

This requirement applies to any of the following applications:

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

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

4. LABELS FOR NOTIFICATION Provide the names and complete addresses of owners of property lying within 300 feet of the property in this application, as shown by the latest assessment records of the Mobile County Revenue Commissioner's Office located in the plat and map room. ALL property ownership information provided for notification MUST be verified through Probate Court records. Each name and address must be TYPED on a standard size (approximately 1" x 2-5/8") white self-adhesive label. Include one (1) label with the APPLICANT'S name and address, plus one (1) label with the OWNER'S name and address (if applicant and owner differ). A PHOTOCOPY OF THE TYPED LABELS MUST ALSO BE SUBMITTED. (Please use 8_1/2" x 11" sheets of labels).

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

Christopher J. Hughes — Owner Signature

03/10/2026 — Date

Kori P. G — Applicant or Agent Signature (if applicable)

3/10/2026 — Date

AGREEMENT ALLOWING THE CITY OF MOBILE TO POST PUBLIC NOTICE SIGNS ON PROPERTY PENDING BEFORE THE MOBILE CITY PLANNING COMMISSION

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

Kori P. G — Applicant or Agent Signature

3/10/2026 — Date

[redacted]

CHECKLIST B

Rezoning, Text Amendments, or Specific Area Plan Amendments

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

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

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

---

A. JUSTIFICATION FOR THE PROPOSED AMENDMENT

1. Describe how the proposal aligns with the Comprehensive Plan, Map for Mobile.
   THE PROPOSAL IS FOR THE OWNERS PRIVATE USE AS A STORAGE BUILDING FOR HIS BOAT, UTILITY TRAILER, ALL-TERRAIN VEHICLE, ETC. THIS IS THE SAME AS A GARAGE OR STORAGE BUILDING IN THE REAR YARD OF ANY RESIDENCE.

   NEIGHBORHOOD CENTER-TRAD. — Future Land Use Map (FLUM) Designation

   B-3 URBAN — Requested Zoning

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

3. Describe how this proposal promotes the community's health, safety, and welfare.
   THERE WILL BE NEW CONSTRUCTION IN THE AREA AND OCCASIONAL USE OF BUILDING THAT WILL PROMOTE A MORE SAFE NEIGHBORHOOD.

4. Describe what changed or changing conditions in the area make an amendment necessary and desirable.
   THIS AREA HAS CHANGED FROM R-1 TO B-2 AND B-3 CLASSIFICATION. SOME PROPERTIES ARE ZONED R-1 BUT ARE USED FOR BUSINESS.

[redacted]

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

1. Describe the current development trends in the area of the property.
   PARCEL AT 2660 OLD SHELL ROAD HAS PLANS TO CONSTRUCT A RESTAURANT.
   PARCEL AT 2657 OLD SHELL ROAD IS A CONVERTED RADIATOR SHOP TO REALTOR OFFICE.

2. Describe the surrounding land uses.
   50' NORTH IS STORAGE YARD FOR AUTO REPAIR; WEST SIDE OF TACON STREET ARE RESIDENCES, PARKING LOT FOR UMS-WRIGHT SCHOOL, AND OFFICE BUILDINGS; SOUTH OF SITE ARE RESIDENCES AND CONTRACTOR'S OFFICE; EAST SIDE IS STORAGE BUILDING AND AREA FOR A MACHINE SHOP.

3. Describe any potential adverse impacts on neighboring properties and how they will be mitigated.
   NO ADVERSE IMPACTS ARE ANTICIPATED.

4. Describe if there is adequate infrastructure in place to accommodate the proposed request.
   THERE IS ADEQUATE INFRASTRUCTURE FOR THE DEVELOPMENT.

5. Describe how the proposal is in the City's or the larger community's best interest and what needs, benefits, or public purposes it serves.
   THE USE OF THE NEW BUILDING WILL NOT GENERATE ANY EXCESSIVE NOISE.

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

N/A

[redacted]

City of Mobile • Planning & Zoning

Owner's Letter of Authorization

I, CHRISTOPHER J. HUGHES, give authority for the following person(s) to execute all documents and activities (including but not limited to: submitting and signing for associated applications for consideration by the Mobile City Planning Commission and/or Board of Zoning Adjustment) with the City of Mobile Planning & Zoning Department, on my behalf for my property, located within the city limits of Mobile, Alabama at 64 TACON STREET.

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

BYRD SURVEYING
Designee (1)

[redacted]

Phone Number

Christopher J. Hughes
Signature of Property Owner

Designee (2)

Email

Phone Number

03/10/2026
Date

[redacted]

2022

CHECKLIST B
Rezoning, Text Amendments, or Specific Area Plan Amendments

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

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- ■ Neighborhood Meeting documentation
- ■ Boundary Plan
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- ☐ Traffic Impact Studies, as prescribed by the Traffic Engineer

---

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   B-3 URBAN — Requested Zoning

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

3. Describe how this proposal promotes the community's health, safety, and welfare.
   THERE WILL BE NEW CONSTRUCTION IN THE AREA AND OCCASIONAL USE OF BUILDING THAT WILL PROMOTE A MORE SAFE NEIGHBORHOOD.

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[redacted]

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3. Describe any potential adverse impacts on neighboring properties and how they will be mitigated.
   NO ADVERSE IMPACTS ARE ANTICIPATED.

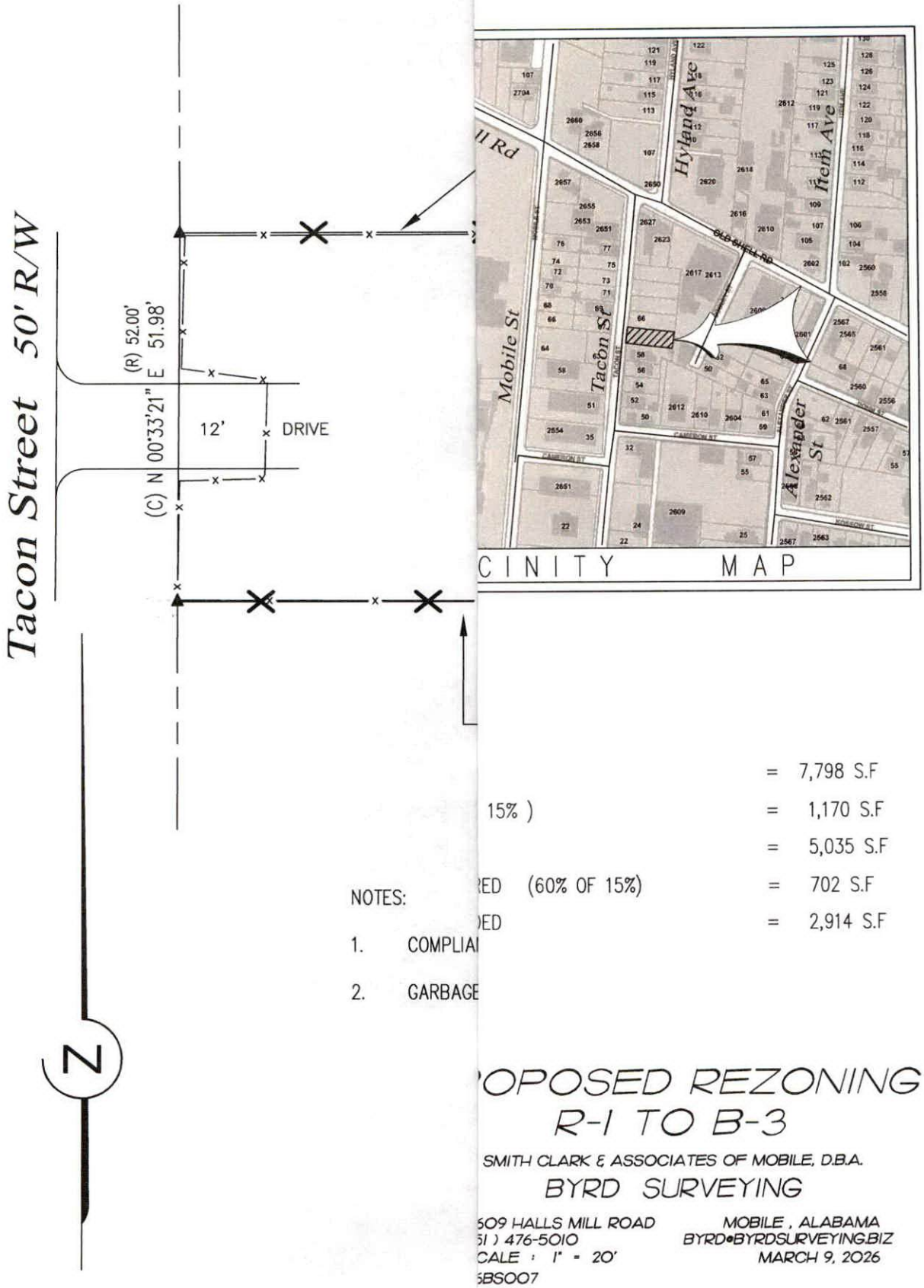
4. Describe if there is adequate infrastructure in place to accommodate the proposed request.
   THERE IS ADEQUATE INFRASTRUCTURE FOR THE DEVELOPMENT.

5. Describe how the proposal is in the City's or the larger community's best interest and what needs, benefits, or public purposes it serves.
   THE USE OF THE NEW BUILDING WILL NOT GENERATE ANY EXCESSIVE NOISE.

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

N/A

[redacted]



= 7,798 S.F

15%) = 1,170 S.F

= 5,035 S.F

ED (60% OF 15%) = 702 S.F

ED = 2,914 S.F

NOTES:

1. COMPLIA

2. GARBAGE

OPOSED REZONING
R-1 TO B-3

SMITH CLARK & ASSOCIATES OF MOBILE, D.B.A.

BYRD SURVEYING

609 HALLS MILL ROAD
61) 476-5010
CALE : 1" = 20'
6BS007

MOBILE , ALABAMA
BYRD•BYRDSURVEYING.BIZ
MARCH 9, 2026

△ = OPEN TOP IRON FOUND ○ = BYRD SURVEYING, INC. 5/8" CAPPED ACK R/R = RAILROAD SPIKE ASPH. = ASPHALT R/W = RIGHT OF WAY MB = MAP BOOK
▲ = CRIMP TOP IRON FOUND ● = CAPPED REBAR FOUND (COMP IRON FND. = OBJECT FOUND G.W. = GUY WIRE DB = DEED BOOK RPB=REAL PROPERTY BOOK

26BS007

Outlook

Christopher J. Hughes (ZON-UDC-003666-2026)

[redacted]

Good afternoon,

We have completed our review of the above-referenced Rezoning application and determined that it is **partially complete**.

An invoice for the application fees has been issued. Once payment is received, the application will be placed on the appropriate Planning Commission agenda. However, **the following items must be addressed before the application can be considered complete for Planning Commission review:**

1. **Neighborhood Meeting Documentation:**
   Complete and compliant Neighborhood Meeting documentation must be submitted to the Planning and Zoning Department **by 4:30 PM on Wednesday, April 1, 2026**.
   Note: Please make sure that any photos taken of the sign placed on the property are date stamped. The photos provided are not date stamped. The case has been updated in the customer self-service portal to allow uploads of revised photos, as well as any additional, required documents.

2. **DWG File Submission:** If you have not already done so, please submit the **DWG AutoCAD file** for the conceptual plan to our GIS staff. For your convenience, **Tori** has been copied on this message.

If the application fees are paid **by noon on Monday, March 16, 2026**, the case will be tentatively scheduled for the **April 16, 2026, Planning Commission** agenda. However, please note that if the Neighborhood Meeting documentation is not received by the stated deadline, the application will be held until all outstanding requirements are satisfied. Please be advised that, in accordance with Article 5, Section 64-5-4.E.4.(b) of the UDC, holdovers resulting from the failure to submit required documentation are subject to a fee equal to the initial application fee, including postage.

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

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

Thank You,
Logan Anderson
Principal Planner II
Planning & Zoning
[redacted]
BUILDMOBILE

Outlook

Re: ZON-UDC-003666-2026

[redacted]

Mr. Byrd,

We're in receipt of all required documentation for the above-referenced rezoning application. The request will remain on the April 16 Planning Commission agenda for their review and consideration.

Please let me know if you have any additional questions.

Thank You,
Logan Anderson
Principal Planner II
Planning & Zoning
[redacted]

BUILDMOBILE

[redacted]

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

Good morning

I'm checking to be sure you have everything necessary for the Chris Hughes , 64 Tacon Street, rezoning to be on the April 16 agenda.

Thanks…Jerry

Gerald D. Byrd
Byrd Surveying
2609 Halls Mill Road
[redacted]

[redacted]

My apologies for the delayed response. I'll upload this information to the case. Thank you!

Logan Anderson
Principal Planner II
Planning & Zoning
[redacted]

BUILDMOBILE

[redacted]

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

Attached are documents from the neighborhood meeting for the referenced application. I cannot find how to add them to the file in the portal. Sorry.

Thanks,

Kari Givens
[redacted]

Byrd Surveying
2609 Halls Mill Road
Mobile, AL 36606
[redacted]

Byrd Surveying
2609 Halls Mill Road • Mobile, Alabama 36606
[redacted]

Dear Neighbor,

The owner of the vacant lot at 64 Tacon Street is submitting a rezoning application to the City of Mobile to allow him to construct a storage building for his personal use. The lot is currently zoned R-1 for residential use but will require a B-3 zoning to build the storage building. He plans to store a boat, utility trailer, side-by-side all-terrain vehicle, etc.

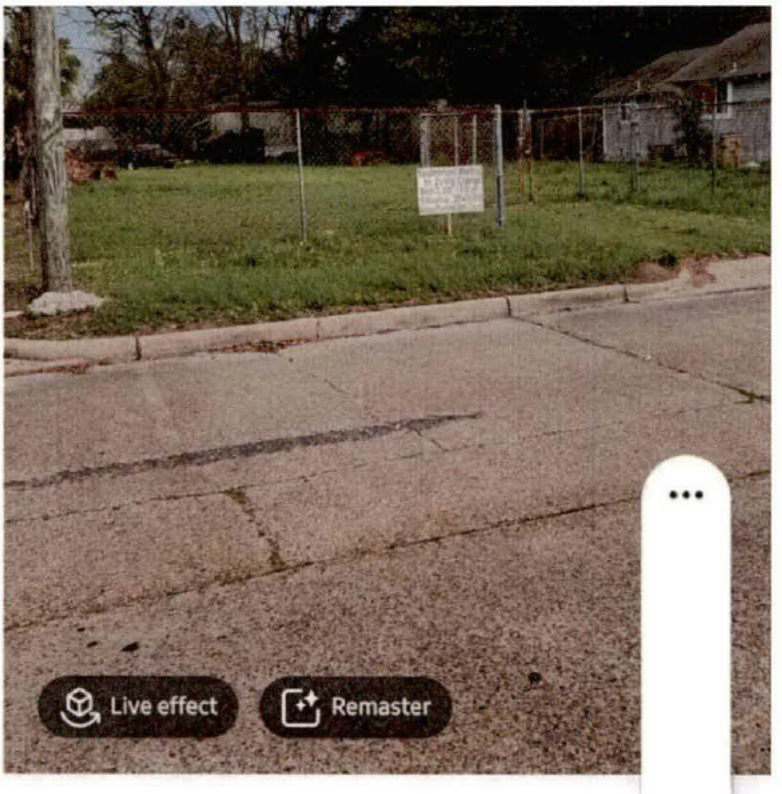
You are invited to attend a neighborhood meeting to further discuss the rezoning and we will answer any questions.

Meeting Location: Ashland Place United Methodist Church at 15 Wisteria Ave.
Date: March 23, 2026
Time 5:00 p.m.

If you wish to contact me prior to the meeting, you may call 251-476-5010, 8:00 a.m. to 3:00 p.m., Monday to Thursday or emai[redacted]

Sincerely,

Gerald D. Byrd
GDB/kpg



Monday, March 9, 2026 · 4:19 PM

[redacted]

Samsung SM-S901U

5.10 MB | 2252x4000 | 9MP

ISO 20 | 23mm | 0.0ev | F1.8 | 1/955 s

Add tag



Monday, March 9, 2026 · 4:19 PM

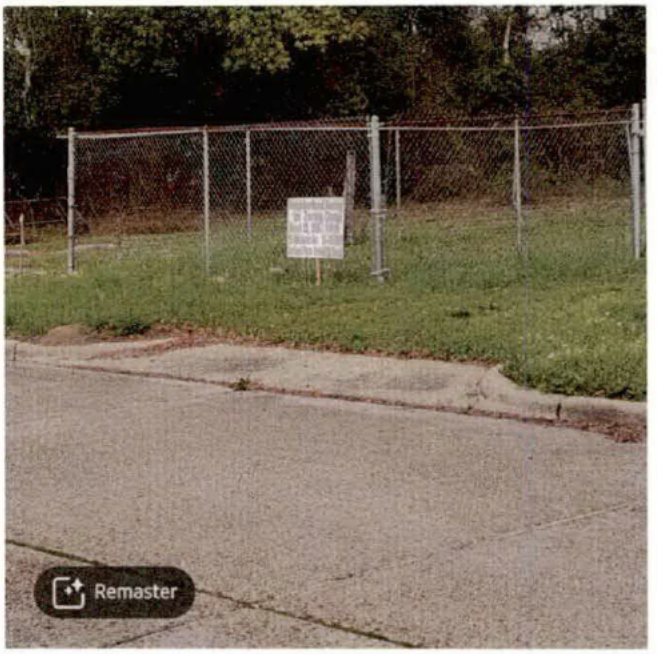
[redacted]

Samsung SM-S901U

2.95 MB | 2252x4000 | 9MP

ISO 25 | 69mm | 0.0ev | F2.4 | 1/748 s

Add tag



Tuesday, March 10, 2026 · 3:21 PM Edit

[redacted]

Screenshots

2.02 MB | 1080x2340 | 3MP

Add tag

Neighborhood Meeting

Date: 3/23/2026

Time: 5:00 pm

Location of Neighborhood Meeting: Ashland Place Methodist Church

Project Location: 64 Jacon Street

Project/Application (e.g. Rezoning from R-1 to B-1): R-1 to B-3

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

X [signature] Date: 3/23/2026

Please Sign In:

Name: Harold P. Gerhardt Jr. Email: [redacted]

Address: 2617 Old Shell Rd.

Name: _____ Email: _____

Address: _____ Phone: _____

Name: _____ Email: _____

Address: _____ Phone: _____

Name: _____ Email: _____

Address: _____ Phone: _____

City of Mobile · Planning & Zoning

Neighborhood Meeting Cover Sheet

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

Date of Submittal: 3/24/2026

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

_____

_____

Neighborhood Meeting Date: 3/23/2026

Neighborhood Meeting Time: 5:00 PM

Neighborhood Meeting Location: ASHLAND PLACE UNITED METHODIST CHURCH 15 WISTERIA AVE

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

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

Applicant's Name: CHRISTOPHER HUGHES By Byrd Surveying
(First Name & Last Name)

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

X _____ **Date:** 3/24/2026

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

Page 1 of 1

Neighborhood Meeting Summary

Meeting Date: 3/23/2026

Meeting Time: 5:00 PM

Meeting Location: ASHLAND A. UNTD METH CH

Below is a summary of the proposed project presented at the Neighborhood Meeting:
APPLICANT PROPOSES TO CONSTRUCT METAL STORAGE BUILDING

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

Please attach copies of the distributed information to this summary.

Below is a summary of what occurred at the meeting (please provide the names of anyone who spoke, summarize any questions and responses, summarize any pertinent information discussed or any important activities that occurred):
ONLY ONE PERSON (HAROLD GERHARDT, JR) ATTENDED THE MEETING AND HE WAS THERE TO SHOW HIS SUPPORT FOR THE PROPOSED CONSTRUCTION

Neighborhood Meeting Summary
Date: 3/27/2026
Applicant: CHARLES REED HUGHES
Meeting Location: ASHLAND PLACE UMC METHODIST CH
Application:

(Meeting summary, continued)

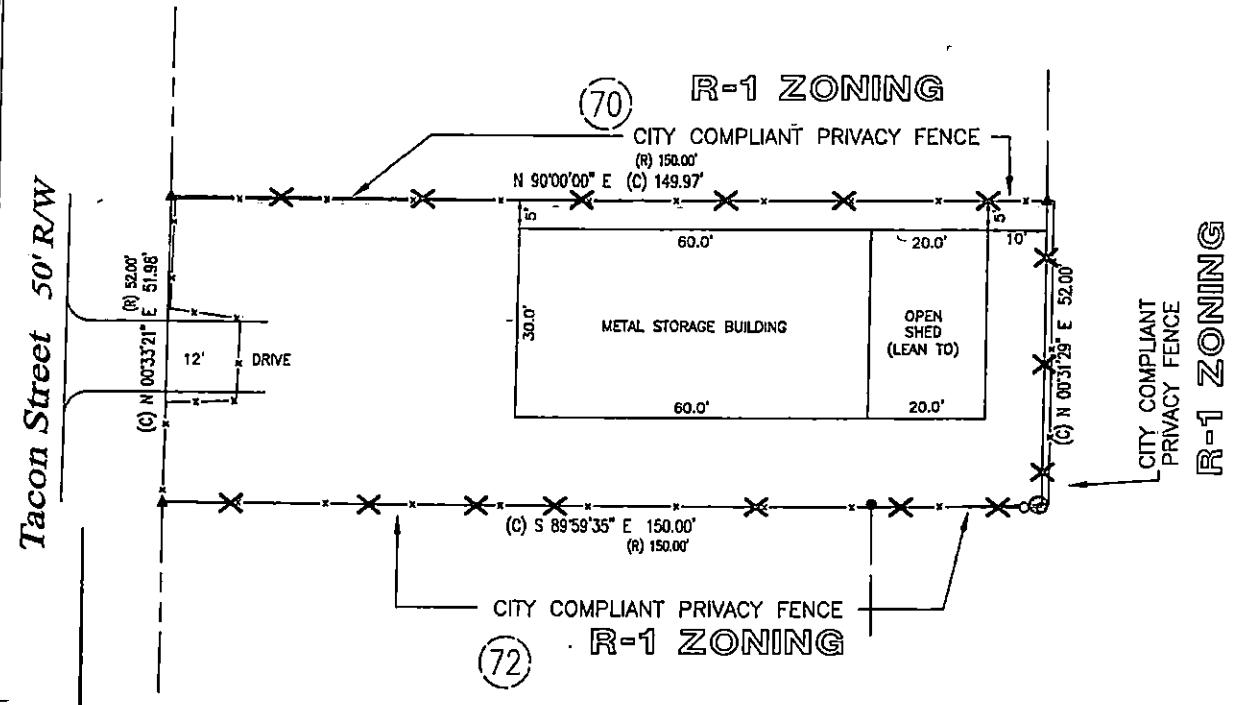
NOTHING ADDITIONAL

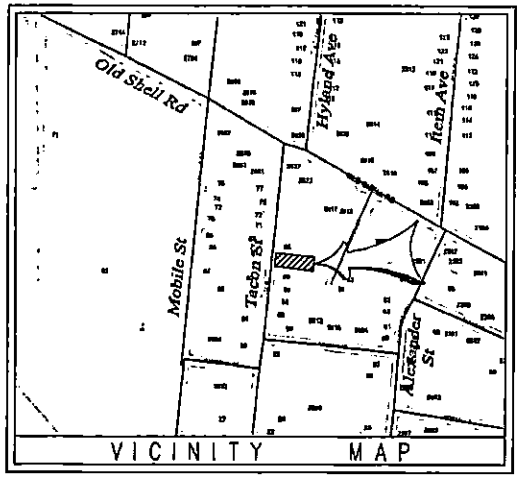
If meeting minutes were recorded, please provide a copy of the written minutes with this summary.

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

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

X _____ Date: 3/27/2026





LANDSCAPE DATA :

TOTAL AREA	=	7,798 S.F
LANDSCAPING REQUIRED (15%)	=	1,170 S.F
LANDSCAPING PROVIDED	=	5,035 S.F
FRONT LANDSCAPING REQUIRED (60% OF 15%)	=	702 S.F
FRONT LANDSCAPING PROVIDED	=	2,914 S.F

NOTES:

1. COMPLIANT LANDSCAPE PLAN TO BE SUBMITTED WITH THE CONSTRUCTION PLANS.
2. GARBAGE SERVICE WILL BE VIA CURBSIDE PICK UP.

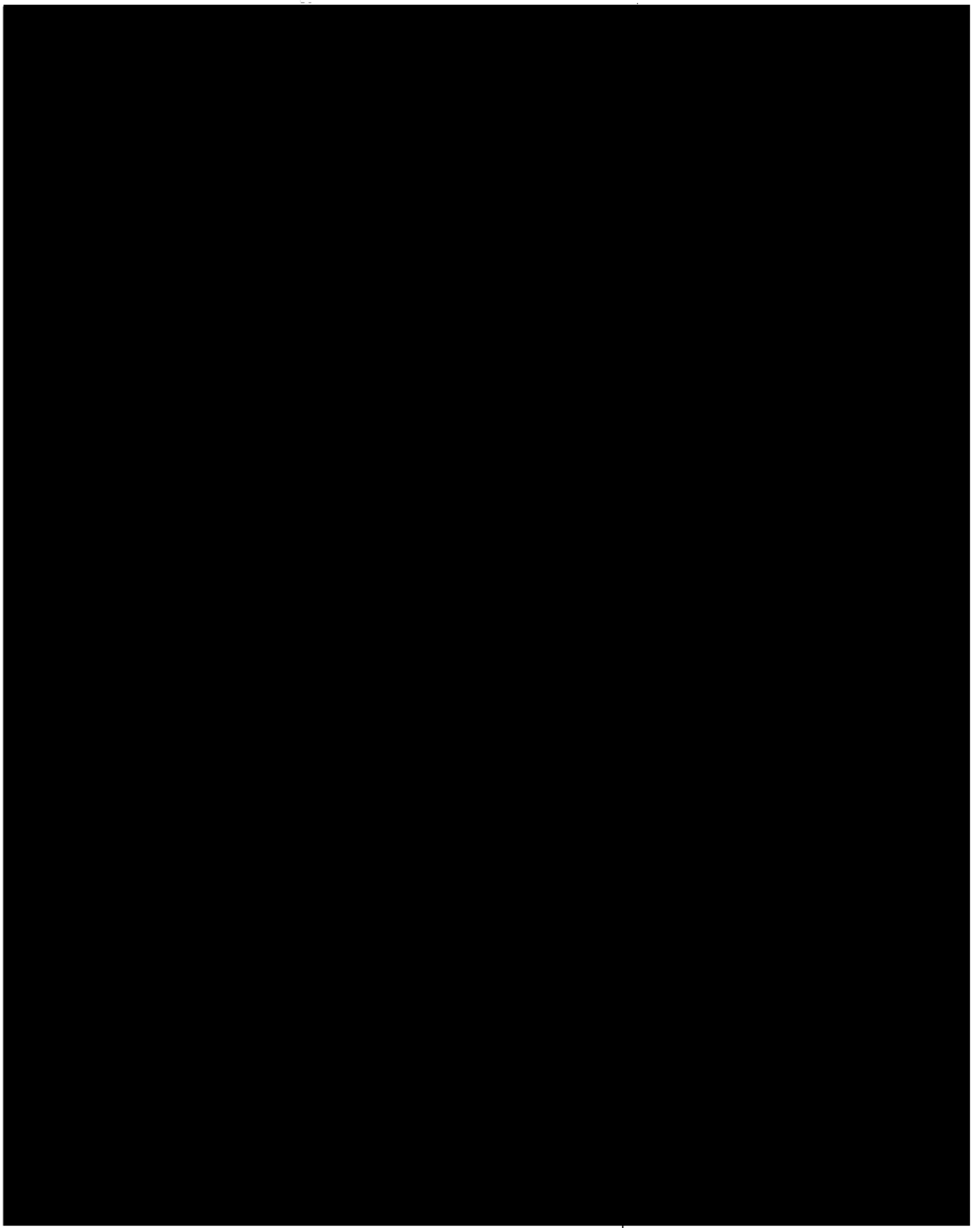
LEGAL DESCRIPTION
LOT 71, TACON PLACE
AS RECORDED IN DEED BOOK 116 PAGE 242, PROBATE COURT RECORDS, MOBILE COUNTY, ALABAMA.

PROPOSED REZONING
R-1 TO B-3

SMITH CLARK & ASSOCIATES OF MOBILE, D.B.A.
BYRD SURVEYING
2509 HALLS MILL ROAD
(251) 476-5010
MOBILE, ALABAMA
BYRD@BYRDSURVEYING.BIZ

SCALE : 1" = 20'
MARCH 9, 2026
26B5007

▲ = OPEN TOP IRON FOUND ● = BYRD SURVEYING, INC. 5/8" CAPPED REBAR SET ○ = CONCRETE MONUMENT CONC. = CONCRETE "X" = "X" IN CONCRETE (R) = RECORD MEASUREMENT FROM DEED, PLATS, OR OTHER RECORDED INSTRUMENTS U.T.S. = UNABLE TO SET CORNER O.H. = OVERHEAD UTILITIES H & T = HUB AND TACK R/R = RAILROAD SPIKE ASPH. = ASPHALT R/W = RIGHT OF WAY M.B. = MAP BOOK
▲ = CRIMP TOP IRON FOUND ● = CAPPED REBAR FOUND (COMPANY NAME) —o—o— = FENCE U.P. = UTILITY POLE O.P. = OPEN PORCH (C) = CALCULATED BEARINGS AND/OR DISTANCES BASED ON FIELD MEASUREMENTS F.F.E. = FINISH FLOOR ELEVATION N.A.I.C. = NAIL & BOTTLE CAP REF. = REFERENCE IRON FND. = OBJECT FOUND C.M. = CITY MONUMENT D.B. = DEED BOOK R.P.B.=REAL PROPERTY BOOK
26B5007



[redacted]

Planning Commission
April 16, 2026

Agenda Item # 11

ZON-UDC-003666-2026

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

Applicant Materials for Consideration

DETAILS

Location:
East Side of Tacon Street, 267±' North of Cameron Street

Applicant / Agent:
Byrd Surveying

Property Owner:
Christopher J. Hughes

Current Zoning:
R-1, Single Family Residential Urban District

Proposed Zoning:
B-3, Community Business Urban District

Future Land Use:
Neighborhood Center - Traditional

Applicable Codes, Policies, and Plans:

- Unified Development Code
- Map for Mobile Comprehensive Plan

Proposal:

- Rezoning from R-1 Urban to B-3 Urban
- **Note:**
  Any use permitted in the proposed district would be allowed at this location if the zoning is approved. The Planning Commission may consider other zoning districts than the proposed sought by the applicant for this property.

Commission Considerations:

1. Rezoning with one (1) condition.

Report Contents: **Page**

Context Map 2
Site History 3
Staff Comments 3
Commission Considerations 5
Exhibits 6

PLANNING COMMISSION
VICINITY MAP - EXISTING AERIAL



The site is surrounded by commercial and residential units.

APPLICATION NUMBER 11 DATE April 16, 2026

APPLICANT Christopher J. Hughes

REQUEST Rezoning from R-1 to B-3

N

NTS

SITE HISTORY

The site was part of the Tacon Place Subdivision, which was recorded in the Mobile County Probate Court in March 1904.

The site is currently undeveloped, and there are no other Planning Commission or Board of Zoning Adjustment cases associated with the property.

STAFF COMMENTS

Engineering Comments:

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

Traffic Engineering Comments:

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

Urban Forestry Comments:

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

Fire Department Comments:

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

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

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

Fire hydrant placement shall comply with the following minimum standards:

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

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

Planning Comments:

The applicant requests rezoning of the subject property from R-1, Single-Family Residential Urban District, to B-3, Community Business Urban District, to allow construction of a storage building. A detailed description and justification of the request are provided in the applicant's narrative, accessible via the link on Page 1 of this report.

The subject site is adjacent to properties zoned R-1, Single-Family Residential Urban District, to the north, south, and east; properties to the west, across Tacon Street, are zoned R-1, Single-Family Residential Urban District, and B-3, Community Business Urban District.

The submitted site plan depicts an approximately 1,800-square-foot metal storage building with an attached 600-square-foot lean-to at the rear. It also shows compliant residential buffers along all sides adjoining R-1 properties. A note indicates that a compliant landscape plan will be submitted at the time of permitting and that garbage service will be provided via curbside pickup.

However, the site plan does not include any parking spaces, depicts a substandard driveway, and shows the proposed structure located too close to the residential property to the north. If approved, the development must comply with all applicable building and site design standards set forth in Article 3 of the UDC.

It should also be noted that the subject site contains approximately 7,800 square feet. Section 64-2-14.E.1. of the UDC requires newly platted B-3 Urban lots to have a minimum area of 4,000 square feet.

Any proposed signage must comply with the UDC and will require separate permitting through the Planning and Zoning Department.

REZONING CONSIDERATIONS

Standards of Review:

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

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

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

A. Consistency. Whether the proposed amendment is consistent with the Comprehensive Plan;
B. Mistake. For a Rezoning, whether there was a mistake or error in the original zoning map; and
C. Compatibility. Whether the proposed amendment is compatible with:
    (1) The current development trends, if any, in the vicinity of the subject property;
    (2) Surrounding land uses;
    (3) Would adversely impact neighboring properties; or
    (4) Cause a loss in property values.
D. Health, Safety and General Welfare. Whether the proposed amendment promotes the community's public health, safety, and general welfare;
E. Capacity. Whether the infrastructure is in place to accommodate the proposed amendment; and
F. Change. Whether changed or changing conditions in a particular area make an amendment necessary and desirable.
G. Benefits Consideration. In addition, consideration should also be given to the City's and the larger community's best interests and the need, benefit, or public purpose of the proposed request.

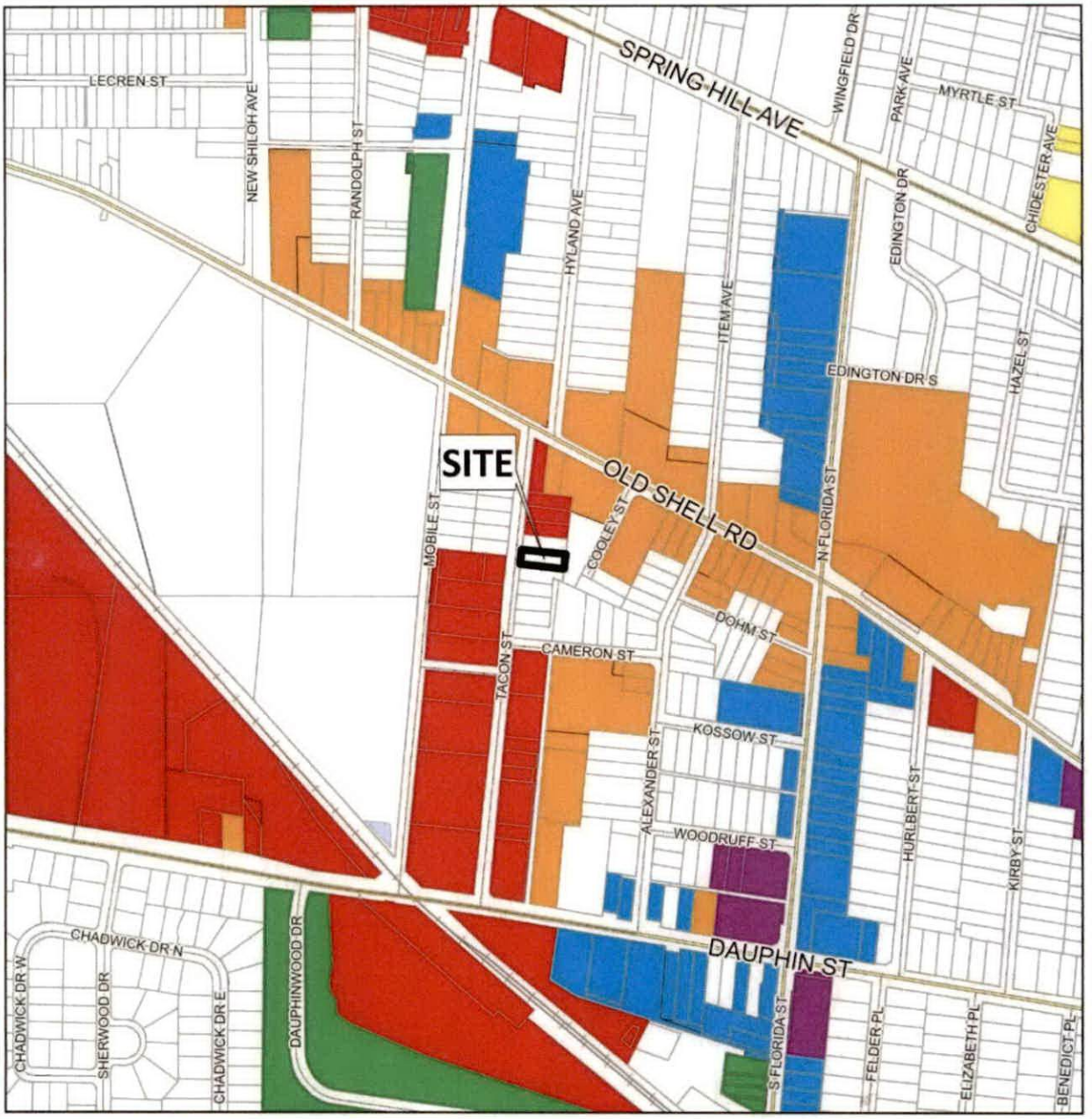
The applicant's responses to address the above criteria are available in the link on page one (1).

Considerations:

If the Planning Commission considers a recommendation of approval of the request to the City Council to Rezone the site to B-3, the following condition could apply:

1. Full compliance with all municipal codes and ordinances.

LOCATOR ZONING MAP



APPLICATION NUMBER 11 DATE April 16, 2026

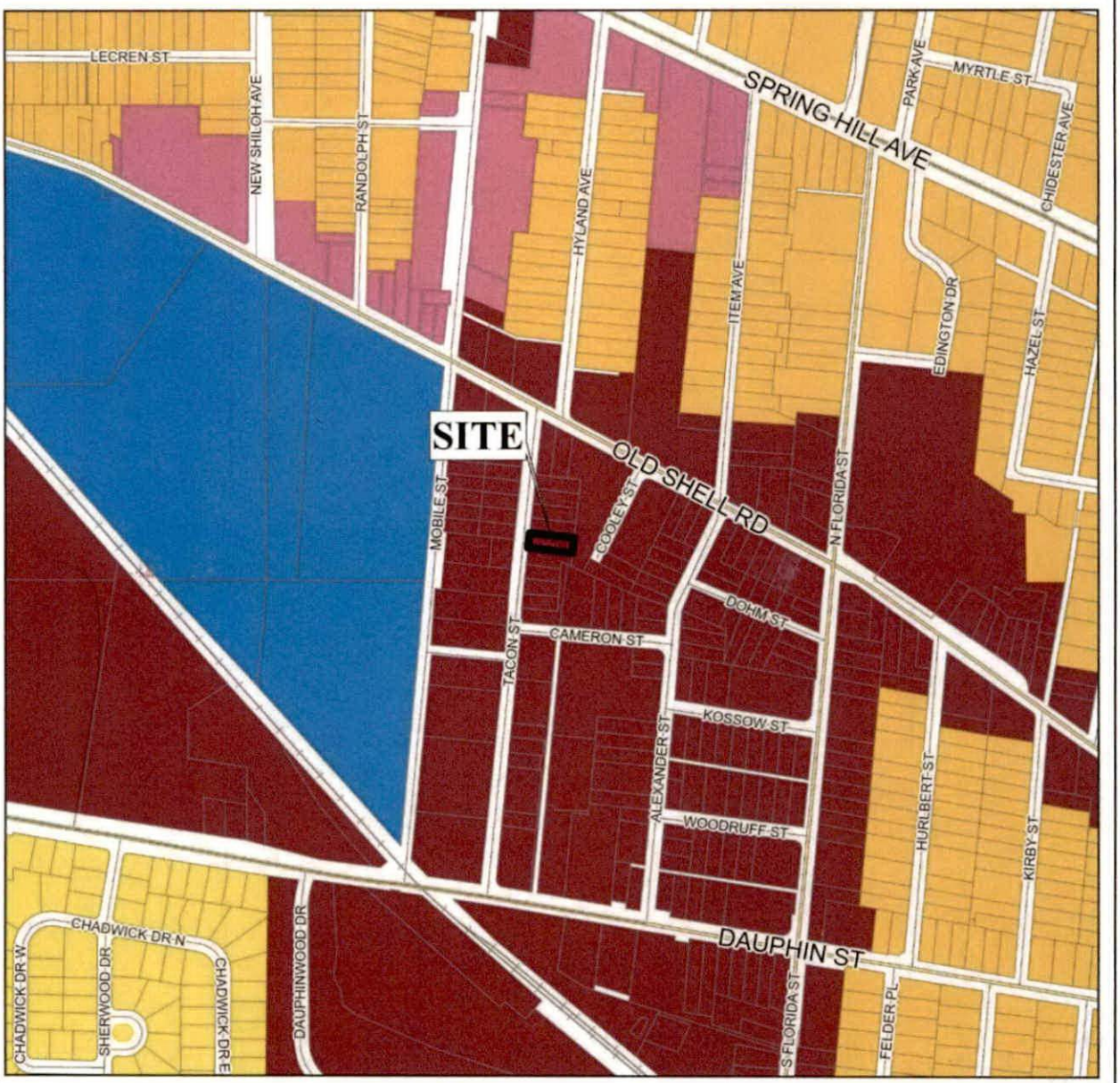
APPLICANT Christopher J. Hughes

REQUEST Rezoning from R-1 to B-3

N

NTS

FLUM LOCATOR MAP



APPLICATION NUMBER 11 DATE April 16, 2026

APPLICANT Christopher J. Hughes

REQUEST Rezoning from R-1 to B-3

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

N

NTS

PLANNING COMMISSION
VICINITY MAP - EXISTING ZONING



The site is surrounded by commercial and residential units.

APPLICATION NUMBER 11 DATE April 16, 2026

APPLICANT Christopher J. Hughes

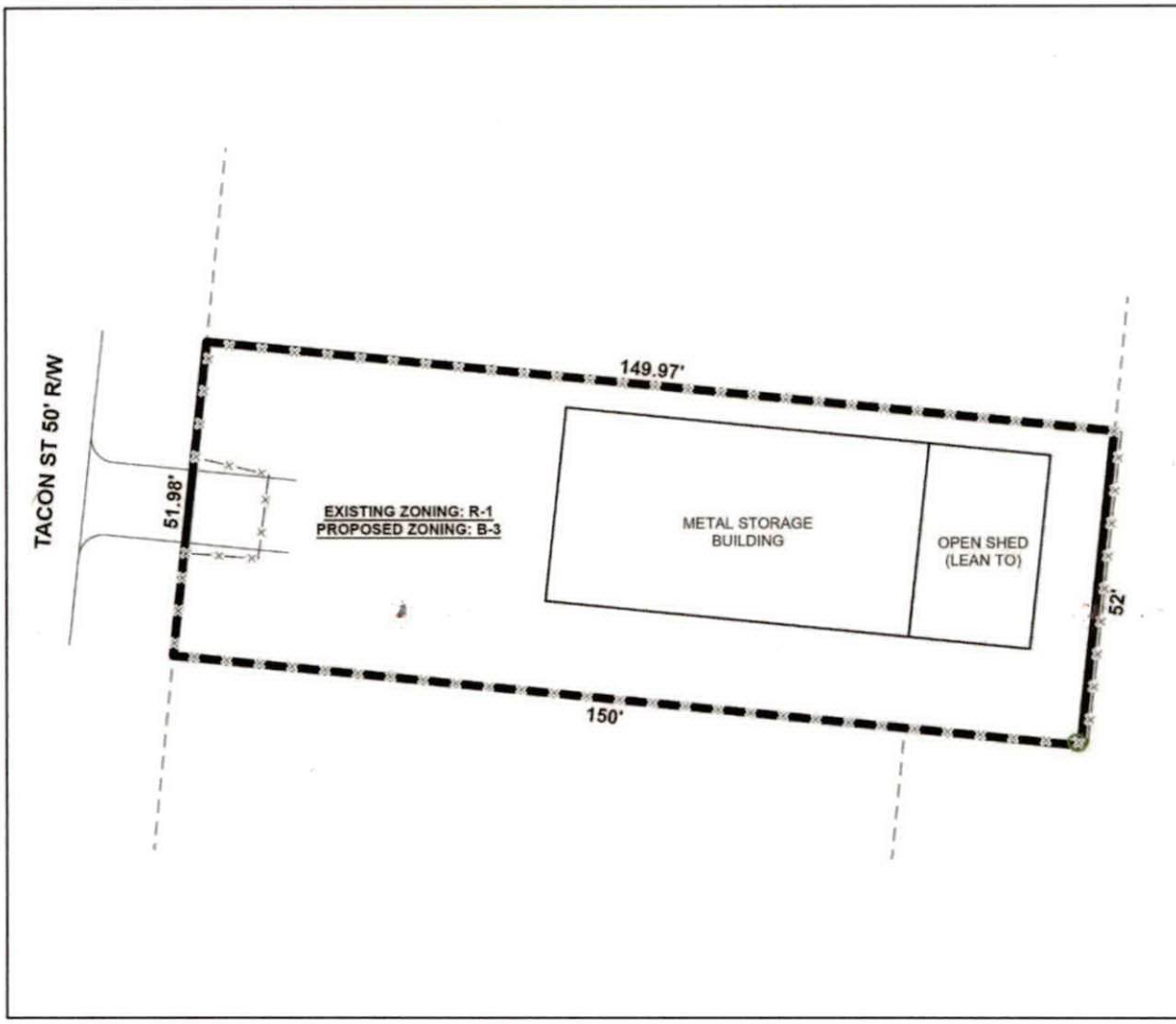
REQUEST Rezoning from R-1 to B-3

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

N

NTS

SITE PLAN



The site plan illustrates proposed buildings and fencing.

APPLICATION NUMBER 11 DATE April 16, 2026 APPLICANT Christopher J. Hughes REQUEST Rezoning from R-1 to B-3	N NTS

FUTURE LAND USE MAP CORRESPONDENCE TO ZONING

A primary purpose of the Future Land Use Map is to guide zoning decisions. In many cases the designation on the FLUM may match the existing use of land, but in others the designated land use may differ from what is on the ground today. For example, a parcel that is in commercial use today but designated as any of the "mixed use" types on the map could redevelop with a mix of residential and commercial uses (such as retail, office, entertainment, etc., depending on the location).

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

The correspondence between the FLUM and the zoning district structure is described in the matrix below. This tool gives the City the flexibility over the long-term to determine appropriate changes to the zoning map based on various factors.

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

Zoning correspondence matrix

■ Zoning district is appropriate to implement the future land use category.

U S Zoning district with Urban or Suburban subdistrict is appropriate to implement the future land use category.

○ Elements of the zoning district are related to the future land use category and may be appropriate with qualifications or conditions.

□ Zoning district is appropriate, but the district does not directly implement the category (e.g., open space in an industrial district)

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

NEIGHBORHOOD CENTERS (NC)

Neighborhood Center applies to smaller hubs of mixed commercial, community, and recreational activity that cater to adjacent residential areas. Many of these centers exist today in some form. The following principles apply not just to the future development of new centers, but also to the redevelopment of existing centers. These principles are common to all neighborhood centers, but the appropriate design varies depending on whether a center is in a more "traditional" or more "suburban" context.

- Support a limited amount of commercial employment
- Incorporate some residential use, compatible in character with that of surrounding residential development, providing appropriate transitions in height, massing and other buffering from one land use district to the next.
- The retail and housing uses should merge around vibrant, compact, accessible nodes, located at key neighborhood intersections or along short road segments. Form vibrant, compact, accessible nodes, located at key neighborhood intersections or along short road segments.
- Be connected to the surrounding neighborhood and nearby public uses (e.g., schools, parks, etc.) via well-designed sidewalks and complete streets.

Land use mix

Primary Uses

- Commercial
- Office
- Residential, Multifamily

Secondary Uses

- Residential, Attached
- Civic
- Parks

Housing mix

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



NC TRADITIONAL (NCT)

These tend to be in areas connected to MxDR neighborhoods. They primarily occur east of I-65.

Development Intent

- Buildings should orient to the street, with on-site parking typically pushed to the back of the site.
- Design qualities of the public realm are emphasized, including the provision of continuous sidewalks, tree canopy, pedestrian amenities, on-street parking and bicycle facilities where appropriate.







NC SUBURBAN (NCS)

These generally are located among the LDR neighborhoods west of the I-65. Where they exist, these centers currently have a more pronounced vehicular orientation.

Development Intent

- Support increase in mix and density of uses (e.g., infill of outparcels, addition of housing, etc.).
- Retrofit to improve internal walkability (e.g., through the addition of sidewalks, tree canopy, protection from the elements) and external connectivity to the surrounding areas (via sidewalks, paths and trails, street crossings, transit stops, etc.)







R E S O L U T I O N

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

Adopted:

_____

City Clerk

NOTICE OF HEARING ON PROPOSED CERTIFICATE OF PUBLIC CONVENIENCE AND NECESSITY TO OPERATE A TAXICAB SERVICE

Notice is hereby given that the City Council of Mobile, Alabama, proposes to consider the application of Ground Transportation with Travis to operate a taxicab service in the City of Mobile. The adoption of such Certificate will be considered by the City Council in the Auditorium of the Mobile Government Plaza, located at 205 Government Street, Mobile, Alabama, on May 19, 2026, at 10:30 a.m. At such time and place, all persons who desire shall have an opportunity to be heard in opposition to or in favor of the proposed resolution.

Lisa C. Lambert
City Clerk

R E S O L U T I O N

BE IT RESOLVED BY THE CITY COUNCIL OF MOBILE, ALABAMA, that pursuant to the provisions of Ordinance #59-073, 2005, that the application of **Ground Transportation with Travis** for a Certificate of Public Convenience and Necessity to operate a **taxicab** service is hereby approved. A copy of said application is on file in the office of the City Clerk.

Adopted:

_____

City Clerk

APPLICATION FOR CERTIFICATE OF PUBLIC CONVENIENCE AND NECESSITY

The undersigned, Travis Kayton individually or on behalf of _____, hereby makes application for a Certificate of Public Convenience and Necessity to operate a public service vehicle(s) within the City of Mobile and submits the following facts in support of this application.

I. Certificate Information

Name of Person or Legal Entity seeking certificate:

Ground Transportation with Travis

Business Address: 5

Telephone: _____ Trade Name _____

Business Information

A. If applicant is an individual (sole proprietor) please provide:

Birthdate

Residence Address:

Address City State Zip code

Telephone Number: Driver's License #

Residing in Mobile County: Years: 64 Months: —

U.S. Citizenship: (Yes) ✓ No _____

I attest, under penalty of perjury that I am:

✓ A citizen or national of the United States

_____ A lawful permanent resident
(Alien # A _____)

_____ an alien authorized to work until ___/___/____
(Alien # or Admission # _____)

B. If applicant is a legal entity, please provide:

Incorporated _____ State of Incorporation _____

Partnership _____ L.L.C. ✓ Other: (please specify) _____

Business Address: _____
(If different from address provided in Part I)

C. Ownership Information – List all owners, stockholders, officers, directors, partners, members, etc.

Name	Title	Address	Amount of Stock Held (if any)
Travis Houston			

D. List all unpaid judgements against any person listed in Part II C, giving the names of persons against which such judgements are pending, the amount of all unpaid judgements, and the nature of the transactions or acts giving rise to the judgements:

Name	Date	Amount	Location	Disposition

Part III. Vehicle/Carriage Information:
Class of service to be furnished: (Check only one)

Taxicab [X] Sedan [ ] Shuttle [ ] Horse Drawn Carriage [ ] Other [ ]

Location of terminal/depot or stand & stables: _____

What will be your days and hours of operation? When I get all my paperwork back

How many vehicles (carriages) do you intend to operate? ONE
(Note: carriages are limited to a maximum of ten carriages)

Vehicle Description:
Make: Honda Odyssey Year: 2013 Model: _____
Make: _____ Year: _____ Model: _____
Make: _____ Year: _____ Model: _____

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

Ground Transportation with Travis

I hereby authorize the investigation of all statements contained in this application. I certify that:

1. I am the owner of the business listed herein or I am the duly authorized agent of such owner;
2. All of the foregoing statements are true and correct to the best of my knowledge;
3. I understand that the Certificate of Public Convenience and Necessity is subject to revocation if this document is falsified;
4. I have read and understand Chapter 59 of the Mobile City Code;
5. If granted a Certificate of Public Convenience and Necessity, I will fully comply with its provisions.

Travis Houston
Applicant's Signature

NAME OF ENTITY:
Ground Transportation with Travis

By: _____
Its _____

SWORN TO AND SUBSCRIBED BEFORE ME THIS 14th **DAY OF** April, **20** 24

Deliso Quazete Moore
Notary Public
My Commission Expires 1/2/2028

DELISO QUAZETE MOORE NOTARY PUBLIC ALABAMA STATE AT LARGE

(Applicant: Present this form to the Police Records Division, 2460 Government Boulevard)

AUTHORIZATION FOR RELEASE OF POLICE RECORDS

Name: Travis Houston

Nickname(s) or Maiden Name:

Current Address:

Previous Address:

Personal Description:

Height: 5'5

Weight: 148

Hair Color: Black

Eye Color: Brown

Social Security Numbe

I do hereby authorize any City, County, State or Federal Agency, Department or Bureau to release any information in their files under the above name. I understand and realize that the information so released may prove unfavorable to me. I agree to hold any source of information blameless for any error in reporting this information. I release all persons whomever from any liability arising out of or resulting from the release of this information.

Travis Houston

Signature

4/14/2026

Date signed

(Applicant Present this form to the Police Records Division, 2460 Government Boulevard)

BACKGROUND INFORMATION SHEET
CERTIFICATE OF PUBLIC CONVENIENCE AND NECESSITY

A Background Information Sheet must be completed for each person owning any interest in a taxicab/shuttle/limousine/carriage/charter/transportation business. Failure to complete such sheet for each owner listed will result in a delay of the approval process or possible denial of this application.

NAME: Travis Houston

Date of Birth: ___ Security # _____

Present Address_

Home Phone Number:(_____Work Phone Number: _

Attach a copy of your current driver's license to this sheet

Present Employer and Address: NONE

Present Position/Title: _____

Judicial History:
List below if you have been convicted of a felony or a misdemeanor during the last 24 months; any Federal, State, or Local alcoholic beverage law; or have forfeited a cash bond to appear in court to answer charges for any such violation. Failure to properly list all convictions will result in denial of this application.

VIOLATION	JURISDICTION/COURT	DATE OF CASE	DISPOSITION

List all unpaid judgements pending, giving the names of persons against which such judgements are pending and the amount of all unpaid judgements.

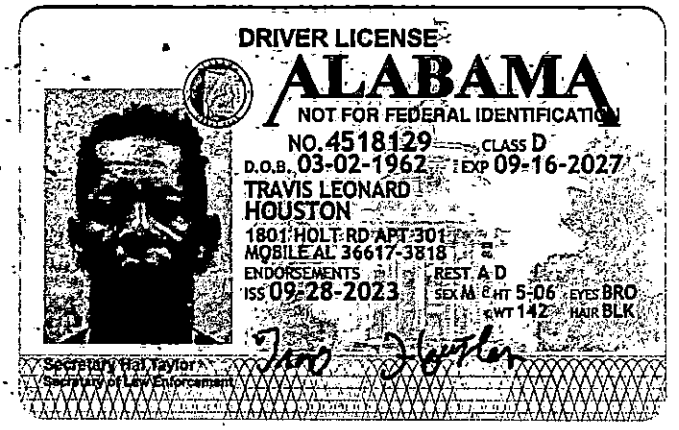
Give nature of all transactions or acts giving rise to these judgements.

Give name and location of court in which judgements were entered and date entered.

I swear or affirm under the penalties of perjury that the above information is true and correct to the best of my knowledge and belief.

Travis Houston
Signature

4/14/26
Date Signed


DRIVER LICENSE
ALABAMA
NOT FOR FEDERAL IDENTIFICATION
NO. 4518129 CLASS D
D.O.B. 03-02-1962 EXP 09-16-2027
TRAVIS LEONARD
HOUSTON
1801 HOLT RD APT 301
MOBILE AL 36617-3818
ENDORSEMENTS
ISS 09-28-2023
REST A D
SEX M HT 5-06 EYES BRO
WT 142 HAIR BLK
Secretary Hal Taylor
Secretary of Law Enforcement

APPLICANT

* See Privacy Act Notice on Back

FD-258 (Rev. 11-1-20) 1110-0046

LEAVE BLANK

TYPE OR PRINT ALL INFORMATION IN BLACK

LAST NAME: NAM | FIRST NAME | MIDDLE NAME

HOSTON,TRAVIS LEONARD

FBI LEAVE BLANK

SIGNATURE OF PERSON FINGERPRINTED: Travis Hoston

RESIDENCE OF PERSON FINGERPRINTED: 561 WAGNER COURT, MOBILE, AL 36617

DATE: 04-13-2026

SIGNATURE OF OFFICIAL TAKING FINGERPRINTS: Webb,Patricia 21660

EMPLOYER AND ADDRESS: GROUND TRANSPOR 561 WAGNER COURT, MOBILE, AL 36617

REASON FINGERPRINTED: LIMO/TAXI DRIVER

ALIASES: AKA

ORI: AL0020100

DATE OF BIRTH: DOB Month Day Year 03-02-1962

CITIZENSHIP: CTZ	SEX	RACE	HGT	WGT	EYES	HAIR	PLACE OF BIRTH: POB
US	M	B	506	150	BRO	BLK	AL

YOUR NO: OCA

UNIVERSAL CONTROL NO: UCN

ARMED FORCES NO: MNU

SOCIAL SECURITY NO: SOC 418022889

MISCELLANEOUS NO: MNU

LEAVE BLANK

CLASS

REF



NEC LSCAN500 003923 20260413

4/13/2026 9:48 AM



FEDERAL BUREAU OF INVESTIGATION
UNITED STATES DEPARTMENT OF JUSTICE
CJIS DIVISION/CLARKSBURG, WV 26306

1110-0046

1. LOOP



THE LINES BETWEEN CENTER OF LOOP AND DELTA MUST SHOW

2. WHORL



THESE LINES RUNNING BETWEEN DELTAS MUST BE CLEAR

3. ARCH



ARCHES HAVE NO DELTAS

APPLICANT

THIS CARD FOR USE BY:

1 LAW ENFORCEMENT AGENCIES IN FINGERPRINTING APPLICANTS FOR LAW ENFORCEMENT POSITIONS *

2 OFFICIALS OF STATE AND LOCAL GOVERNMENTS FOR PURPOSES OF EMPLOYMENT, LICENSING, AND PERMITS, AS AUTHORIZED BY STATE STATUTES AND APPROVED BY THE ATTORNEY GENERAL OF THE UNITED STATES. LOCAL AND COUNTY ORDINANCES. UNLESS SPECIFICALLY BASED ON APPLICABLE STATE STATUTES DO NOT SATISFY THIS REQUIREMENT.*

3 U.S. GOVERNMENT AGENCIES AND OTHER ENTITIES REQUIRED BY FEDERAL LAW.**

4 OFFICIALS OF FEDERALLY CHARTERED OR INSURED BANKING INSTITUTIONS TO PROMOTE OR MAINTAIN THE SECURITY OF THOSE INSTITUTIONS

Please review this helpful information to aid in the successful processing of hard copy civil fingerprint submissions in order to prevent delays or rejections. Hard copy fingerprint submissions must meet specific criteria for processing by the Federal Bureau of Investigation:

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Enter data within the boundaries of the designated field or block.
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Do not use highlighters on fingerprint cards.
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Ensure fingerprint impressions are rolled completely from nail to nail.
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Training aids can be ordered online via the Internet by accessing the FBI's website at: fbi.gov, click on 'Fingerprints', then click on 'Ordering Fingerprint Cards & Training Aids'. Direct questions to the Biometric Services Section's Customer Service Group at (304) 625-5590 or by e-mail at <identity@fbi.gov>.

Social Security Account Number (SSAN): Pursuant to the Privacy Act of 1974, any Federal, state, or local government agency that requests an individual to disclose his or her SSAN, is responsible for informing the person whether disclosure is mandatory or voluntary, by what statutory or other authority the SSAN is solicited, and what uses will be made of it. In this instance, the SSAN is solicited pursuant to 28 U.S.C. 534 and will be used as a unique identifier to confirm your identity because many people have the same name and date of birth. Disclosure of your SSAN is voluntary, however, failure to disclose your SSAN may affect completion or approval of your application.

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Routine Uses: During the processing of this application and for as long thereafter as your fingerprints and associated information/biometrics are retained in NGI, your information may be disclosed pursuant to your consent, and may be disclosed without your consent as permitted by the Privacy Act of 1974 and all applicable Routine Uses as may be published at any time in the Federal Register, including the Routine Uses for the NGI system and the FBI's Blanket Routine Uses. Routine uses include, but are not limited to, disclosures to employing, governmental or authorized non-governmental agencies responsible for employment, contracting, licensing, security clearances, and other suitability determinations; local, state, tribal, or federal law enforcement agencies; criminal justice agencies; and agencies responsible for national security or public safety.

PAPERWORK REDUCTION ACT NOTICE

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FD-258 (Rev. 11-1-20)

U.S. GOVERNMENT PUBLISHING OFFICE: 03/05/2024 06:26:00

APPLICANT

See Privacy Act Notice on Back

FD-258 (Rev. 11-1-20) 1110-0046

LEAVE BLANK

TYPE OR PRINT ALL INFORMATION IN BLACK

LAST NAME NAM | FIRST NAME | MIDDLE NAME

HOSTON,TRAVIS LEONARD

FBI LEAVE BLANK

SIGNATURE OF PERSON FINGERPRINTED

Travis Houston

RESIDENCE OF PERSON FINGERPRINTED

561 WAGNER COURT, MOBILE, AL 36617

DATE 04-13-2026

SIGNATURE OF OFFICIAL TAKING FINGERPRINTS

Webb,Patricia 21660

EMPLOYER AND ADDRESS

GROUND TRANSPOR 561 WAGNER COURT, MOBILE, AL 36617

REASON FINGERPRINTED

LIMO/TAXI DRIVER

ALIASES AKA

ORI AL0020100

DATE OF BIRTH DOB (Month Day Year) 03-02-1962

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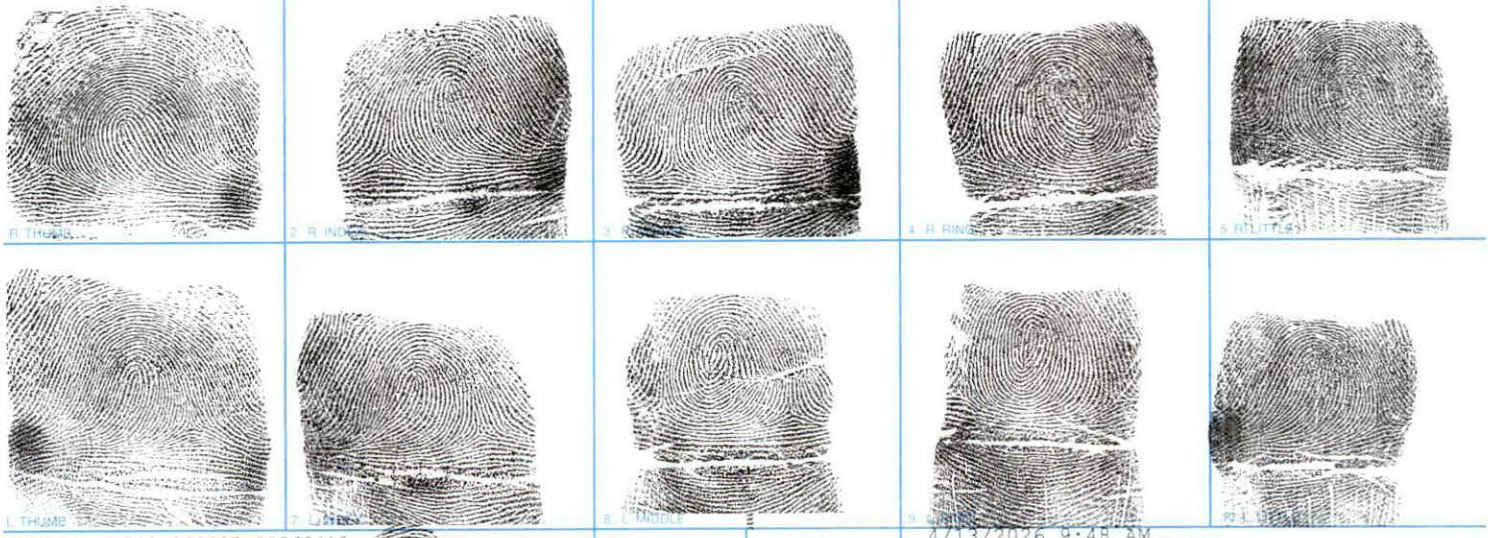
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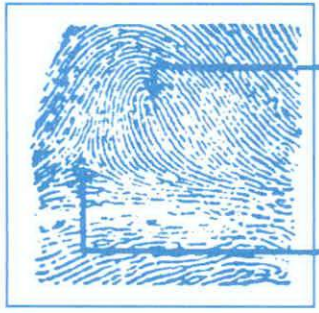




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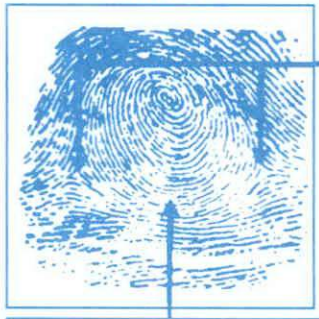
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FD-258 (Rev. 11-1-20)
GPO U.S. GOVERNMENT PUBLISHING OFFICE: 03/05/2024 06:26:00

R E S O L U T I O N

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

Adopted:

_____

City Clerk

NOTICE OF HEARING ON PROPOSED CERTIFICATE OF PUBLIC CONVENIENCE AND NECESSITY TO OPERATE A TAXICAB SERVICE

Notice is hereby given that the City Council of Mobile, Alabama, proposes to consider the application of Ground Transportation with Travis to operate a taxicab service in the City of Mobile. The adoption of such Certificate will be considered by the City Council in the Auditorium of the Mobile Government Plaza, located at 205 Government Street, Mobile, Alabama, on May 19, 2026, at 10:30 a.m. At such time and place, all persons who desire shall have an opportunity to be heard in opposition to or in favor of the proposed resolution.

Lisa C. Lambert
City Clerk

R E S O L U T I O N

BE IT RESOLVED BY THE CITY COUNCIL OF MOBILE, ALABAMA, that pursuant to the provisions of Ordinance #59-073, 2005, that the application of **Ground Transportation with Travis** for a Certificate of Public Convenience and Necessity to operate a **taxicab** service is hereby approved. A copy of said application is on file in the office of the City Clerk.

Adopted:

_____

City Clerk

APPLICATION FOR CERTIFICATE OF PUBLIC CONVENIENCE AND NECESSITY

The undersigned, Travis Kayton individually or on behalf of _____, hereby makes application for a Certificate of Public Convenience and Necessity to operate a public service vehicle(s) within the City of Mobile and submits the following facts in support of this application.

I. Certificate Information

Name of Person or Legal Entity seeking certificate:

Ground Transportation with Travis

Business Address: 5

Telephone: _____ Trade Name _____

Business Information

A. If applicant is an individual (sole proprietor) please provide:

Birthdate

Residence Address:

Address City State Zip code

Telephone Number: Driver's License #

Residing in Mobile County: Years: 64 Months: —

U.S. Citizenship: (Yes) ✓ No _____

I attest, under penalty of perjury that I am:

✓ A citizen or national of the United States

_____ A lawful permanent resident
(Alien # A_____)

_____ an alien authorized to work until ___/___/____
(Alien # or Admission # _____)

B. If applicant is a legal entity, please provide:

Incorporated _____ State of Incorporation _____

Partnership _____ L.L.C. ✓ Other: (please specify) _____

Business Address: _____
(If different from address provided in Part I)

C. Ownership Information – List all owners, stockholders, officers, directors, partners, members, etc.

Name	Title	Address	Amount of Stock Held (if any)
Travis Houston			

D. List all unpaid judgements against any person listed in Part II C, giving the names of persons against which such judgements are pending, the amount of all unpaid judgements, and the nature of the transactions or acts giving rise to the judgements:

Name	Date	Amount	Location	Disposition

Part III. Vehicle/Carriage Information:
Class of service to be furnished: (Check only one)

Taxicab [X] Sedan [ ] Shuttle [ ] Horse Drawn Carriage [ ] Other [ ]

Location of terminal/depot or stand & stables: _____

What will be your days and hours of operation? When I get all my paperwork back

How many vehicles (carriages) do you intend to operate? ONE
(Note: carriages are limited to a maximum of ten carriages)

Vehicle Description:
Make: Honda Odyssey Year: 2013 Model: _____
Make: _____ Year: _____ Model: _____
Make: _____ Year: _____ Model: _____

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

Ground Transportation with Travis

I hereby authorize the investigation of all statements contained in this application. I certify that:

1. I am the owner of the business listed herein or I am the duly authorized agent of such owner;
2. All of the foregoing statements are true and correct to the best of my knowledge;
3. I understand that the Certificate of Public Convenience and Necessity is subject to revocation if this document is falsified;
4. I have read and understand Chapter 59 of the Mobile City Code;
5. If granted a Certificate of Public Convenience and Necessity, I will fully comply with its provisions.

Travis Houston
Applicant's Signature

NAME OF ENTITY:
Ground Transportation with Travis

By: _____
Its _____

SWORN TO AND SUBSCRIBED BEFORE ME THIS 14th **DAY OF** April, **20** 24

Deliso Quazete Moore
Notary Public
My Commission Expires 1/2/2028

DELISO QUAZETE MOORE NOTARY PUBLIC ALABAMA STATE AT LARGE

(Applicant: Present this form to the Police Records Division, 2460 Government Boulevard)

AUTHORIZATION FOR RELEASE OF POLICE RECORDS

Name: Travis Houston

Nickname(s) or Maiden Name:

Current Address:

Previous Address:

Personal Description:

Height: 5'5

Weight: 148

Hair Color: Black

Eye Color: Brown

Social Security Numbe

I do hereby authorize any City, County, State or Federal Agency, Department or Bureau to release any information in their files under the above name. I understand and realize that the information so released may prove unfavorable to me. I agree to hold any source of information blameless for any error in reporting this information. I release all persons whomever from any liability arising out of or resulting from the release of this information.

Travis Houston

Signature

4/14/2026

Date signed

(Applicant Present this form to the Police Records Division, 2460 Government Boulevard)

BACKGROUND INFORMATION SHEET
CERTIFICATE OF PUBLIC CONVENIENCE AND NECESSITY

A Background Information Sheet must be completed for each person owning any interest in a taxicab/shuttle/limousine/carriage/charter/transportation business. Failure to complete such sheet for each owner listed will result in a delay of the approval process or possible denial of this application.

NAME: Travis Houston

Date of Birth: ___ Security # _____

Present Address_

Home Phone Number:(_ ____Work Phone Number: _

Attach a copy of your current driver's license to this sheet

Present Employer and Address: NONE

Present Position/Title: _____

Judicial History:
List below if you have been convicted of a felony or a misdemeanor during the last 24 months; any Federal, State, or Local alcoholic beverage law; or have forfeited a cash bond to appear in court to answer charges for any such violation. Failure to properly list all convictions will result in denial of this application.

VIOLATION	JURISDICTION/COURT	DATE OF CASE	DISPOSITION

List all unpaid judgements pending, giving the names of persons against which such judgements are pending and the amount of all unpaid judgements.

Give nature of all transactions or acts giving rise to these judgements.

Give name and location of court in which judgements were entered and date entered.

I swear or affirm under the penalties of perjury that the above information is true and correct to the best of my knowledge and belief.

Travis Houston
Signature

4/14/26
Date Signed



APPLICANT

See Privacy Act Notice on Back

D-258 (Rev. 11-1-20) 1110-0046

LEAVE BLANK

TYPE OR PRINT ALL INFORMATION IN BLACK

LAST NAME: NAM | FIRST NAME | MIDDLE NAME

HOSTON,TRAVIS LEONARD

FBI LEAVE BLANK

SIGNATURE OF PERSON FINGERPRINTED: Travis Houston

RESIDENCE OF PERSON FINGERPRINTED: [redacted]

ALIASES: AKA

ORI: AL0020100

[redacted]

CITIZENSHIP	SEX	RACE	HGT	WGT	EYES	HAIR	PLACE OF BIRTH
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DATE: 04-13-2026

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YOUR NO: OCA

LEAVE BLANK

EMPLOYER AND ADDRESS: [redacted]

UNIVERSAL CONTROL NO: UCN

ARMED FORCES NO: MNU

CLASS

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REASON FINGERPRINTED: LIMO/TAXI DRIVER

[redacted]

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APPLICANT

LEAVE BLANK

TYPE OR PRINT ALL INFORMATION IN BLACK

LAST NAME NAM: HOSTON

FIRST NAME: TRAVIS

MIDDLE NAME: LEONARD

FBI LEAVE BLANK

ALIASES AKA

ORI [redacted]

[redacted]

CITIZENSHIP CTZ: US

SEX	RACE	HGT	WGT	EYES	HAIR	PLACE OF BIRTH POB
M	B	506	150	BRO	BLK	AL

YOUR NO OCA

UNIVERSAL CONTROL NO UCN

ARMED FORCES NO MNU

[redacted]

LEAVE BLANK

CLASS

REF

[redacted]

Webb, Patricia 21660

[redacted]

REASON FINGERPRINTED: LIMO/TAXI DRIVER

[redacted]

FEDERAL BUREAU OF INVESTIGATION
UNITED STATES DEPARTMENT OF JUSTICE
CJIS DIVISION/CLARKSBURG, WV 26306

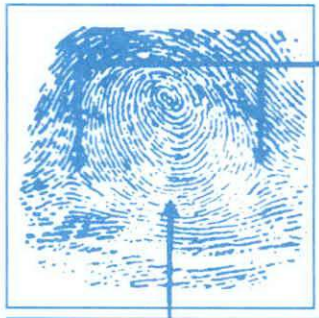
1110-0046

1. LOOP



THE LINES BETWEEN CENTER OF LOOP AND DELTA MUST SHOW

2. WHORL



THESE LINES RUNNING BETWEEN DELTAS MUST BE CLEAR

3. ARCH



ARCHES HAVE NO DELTAS

APPLICANT

THIS CARD FOR USE BY:

1 LAW ENFORCEMENT AGENCIES IN FINGERPRINTING APPLICANTS FOR LAW ENFORCEMENT POSITIONS.*

2 OFFICIALS OF STATE AND LOCAL GOVERNMENTS FOR PURPOSES OF EMPLOYMENT, LICENSING, AND PERMITS, AS AUTHORIZED BY STATE STATUTES AND APPROVED BY THE ATTORNEY GENERAL OF THE UNITED STATES. LOCAL AND COUNTY ORDINANCES, UNLESS SPECIFICALLY BASED ON APPLICABLE STATE STATUTES DO NOT SATISFY THIS REQUIREMENT.*

3 U.S. GOVERNMENT AGENCIES AND OTHER ENTITIES REQUIRED BY FEDERAL LAW.**

4 OFFICIALS OF FEDERALLY CHARTERED OR INSURED BANKING INSTITUTIONS TO PROMOTE OR MAINTAIN THE SECURITY OF THOSE INSTITUTIONS.

Please review this helpful information to aid in the successful processing of hard copy civil fingerprint submissions in order to prevent delays or rejections. Hard copy fingerprint submissions must meet specific criteria for processing by the Federal Bureau of Investigation:

Ensure all information is typed or legibly printed using blue or black ink.
Enter data within the boundaries of the designated field or block.
Complete all required fields. (If a required field is left blank, the fingerprint card may be immediately rejected without further processing.)

* The required fields for hard copy civil fingerprint cards are: ORI, Date of Birth, Place of Birth, NAM, Sex, Date fingerprinted, Reason Fingerprinted, and proper completion of fingerprint impression boxes.

Do not use highlighters on fingerprint cards.
Do not enter data or labels within 'Leave Blank' areas.
Ensure fingerprint impressions are rolled completely from nail to nail.
Ensure fingerprint impressions are in the correct sequence.
Ensure notations are made for any missing fingerprint impression (i.e. amputation).
Do not use more than two retabs per fingerprint impression block.
Ensure no stray marks are within the fingerprint impression blocks.

Training aids can be ordered online via the Internet by accessing the FBI's website at fbi.gov, click on 'Fingerprints', then click on 'Ordering Fingerprint Cards & Training Aids'. Direct questions to the Biometric Services Section's Customer Service Group at (304) 625-5590 or by e-mail at <identity@fbi.gov>.

Social Security Account Number (SSAN): Pursuant to the Privacy Act of 1974, any Federal, state, or local government agency that requests an individual to disclose his or her SSAN, is responsible for informing the person whether disclosure is mandatory or voluntary, by what statutory or other authority the SSAN is solicited, and what uses will be made of it. In this instance, the SSAN is solicited pursuant to 28 U.S.C. 534 and will be used as a unique identifier to confirm your identity because many people have the same name and date of birth. Disclosure of your SSAN is voluntary; however, failure to disclose your SSAN may affect completion or approval of your application.

PRIVACY ACT STATEMENT

Authority: The FBI's acquisition, preservation, and exchange of fingerprints and associated information is generally authorized under 28 U.S.C. 534. Depending on the nature of your application, supplemental authorities include Federal statutes, State statutes pursuant to Pub. L. 92-544, Presidential Executive Orders, and federal regulations. Providing your fingerprints and associated information is voluntary; however, failure to do so may affect completion or approval of your application.

Principal Purpose: Certain determinations, such as employment, licensing, and security clearances, may be predicated on fingerprint-based background checks. Your fingerprints and associated information/biometrics may be provided to the employing, investigating, or otherwise responsible agency, and/or the FBI for the purpose of comparing your fingerprints to other fingerprints in the FBI's Next Generation Identification (NGI) system or its successor systems (including civil, criminal, and latent repositories) or other available records of the employing, investigating, or otherwise responsible agency. The FBI may retain your fingerprints and associated information/biometrics in NGI after the completion of this application and, while retained, your fingerprints may continue to be compared against other fingerprints submitted to or retained by NGI.

Routine Uses: During the processing of this application and for as long thereafter as your fingerprints and associated information/biometrics are retained in NGI, your information may be disclosed pursuant to your consent, and may be disclosed without your consent as permitted by the Privacy Act of 1974 and all applicable Routine Uses as may be published at any time in the Federal Register, including the Routine Uses for the NGI system and the FBI's Blanket Routine Uses. Routine uses include, but are not limited to, disclosures to: employing, governmental or authorized non-governmental agencies responsible for employment, contracting, licensing, security clearances, and other suitability determinations; local, state, tribal, or federal law enforcement agencies; criminal justice agencies; and agencies responsible for national security or public safety.

PAPERWORK REDUCTION ACT NOTICE

According to the Paperwork Reduction Act of 1995, no persons are required to provide the information requested unless a valid OMB control number is displayed. The valid OMB control number for this information collected is 1110-0046. The time required to complete this information collected is estimated to be 10 minutes, including time reviewing instructions, gathering, completing, reviewing and submitting the information collection. If you have any comments concerning the accuracy of this time estimate or suggestions for reducing this burden, please send to: Department Clearance Officer, United States Department of Justice; Justice Management Division; Policy and Planning Staff; Washington, DC 20530.

INSTRUCTIONS:

* 1 PRINTS MUST GENERALLY BE CHECKED THROUGH THE APPROPRIATE STATE IDENTIFICATION BUREAU, AND ONLY THOSE FINGERPRINTS FOR WHICH NO DISQUALIFYING RECORD HAS BEEN FOUND LOCALLY SHOULD BE SUBMITTED FOR FBI SEARCH.

2 IDENTITY OF PRIVATE CONTRACTORS SHOULD BE SHOWN IN SPACE "EMPLOYER AND ADDRESS". THE CONTRIBUTOR IS THE NAME OF THE AGENCY SUBMITTING THE FINGERPRINT CARD TO THE FBI. UNIVERSAL CONTROL NUMBER, IF KNOWN, SHOULD ALWAYS BE FURNISHED IN THE APPROPRIATE SPACE.

** 3 MISCELLANEOUS NO. - RECORD, OTHER ARMED FORCES NO., PASSPORT NO. (FP), ALIEN REGISTRATION NO. (AR), PORT SECURITY CARD NO. (PS), SELECTIVE SERVICE NO. (SS), VETERANS' ADMINISTRATION CLAIM NO. (VA).

FD-258 (Rev. 11-1-20)

GPO U.S. GOVERNMENT PUBLISHING OFFICE: 03/05/2024 06:26:00

RESOLUTION

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

Adopted:

_____

City Clerk

NOTICE OF HEARING ON PROPOSED CERTIFICATE OF PUBLIC CONVENIENCE AND NECESSITY TO OPERATE A SHUTTLE SERVICE

Notice is hereby given that the City Council of Mobile, Alabama, proposes to consider the application of Raw Medical Transport, LLC to operate a shuttle service in the City of Mobile. The adoption of such Certificate will be considered by the City Council in the Auditorium of the Mobile Government Plaza, located at 205 Government Street, Mobile, Alabama, on May 19, 2026, at 10:30 a.m. At such time and place, all persons who desire shall have an opportunity to be heard in opposition to or in favor of the proposed resolution.

Lisa C. Lambert
City Clerk

R E S O L U T I O N

BE IT RESOLVED BY THE CITY COUNCIL OF MOBILE, ALABAMA, that pursuant to the provisions of Ordinance #59-073, 2005, that the application of **Raw Medical Transport, LLC** for a Certificate of Public Convenience and Necessity to operate a **shuttle** service is hereby approved. A copy of said application is on file in the office of the City Clerk.

Adopted:

_____

City Clerk

APPLICATION FOR CERTIFICATE OF PUBLIC CONVENIENCE AND NECESSITY

The undersigned, Roderick Williams individually or on behalf of RAW MEDICAL TRANSPORT, LLC, hereby makes application for a Certificate of Public Convenience and Necessity to operate a public service vehicle(s) within the City of Mobile and submits the following facts in support of this application.

I. Certificate Information

Name of Person or Legal Entity seeking certificate:

RAW MEDICAL TRANSPORT, LLC

Business Address: _

Telephone: _ Trade Name _____

Business Information

A. If applicant is an individual (sole proprietor) please provide:

Birthdate: _ SSN: _____

Residence Address:

Address City State Zip code

Telephone Number: License #: _

Residing in Mobile County: Years: Months: 0

U.S. Citizenship: Yes ✓ No _____

I attest, under penalty of perjury that I am:
✓ A citizen or national of the United States
_____ A lawful permanent resident
(Alien # A_____)
_____ an alien authorized to work until ____/____/____
(Alien # or Admission # _____)

B. If applicant is a legal entity, please provide:

Incorporated _____ State of Incorporation _____
Partnership ____ L.L.C. ✓ Other: (please specify) _____

Business Address:
(If different from a

C. **Ownership Information – List all owners, stockholders, officers, directors, partners, members, etc.**

Name	Title	Address	Amount of Stock Held (if any)

persons against which such judgements are pending, the [illegible] of all unpaid judgements, and the nature of the transactions or acts giving rise to the judgements:

Name	Date	Amount	Location	Disposition

Part III. Vehicle/Carriage Information:
Class of service to be furnished: (Check only one)

Taxicab ☐ Sedan ☐ Shuttle ☒ Horse Drawn Carriage ☐ Other

Location of terminal/depot or stand & stables: _____

What will be your days and hours of operation? 8 am - 6 pm

How many vehicles (carriages) do you intend to operate? 1
(Note: carriages are limited to a maximum of ten carriages)

Vehicle Description:

Make: _____	Year: _____	Model: _____
Make: _____	Year: _____	Model: _____
Make: _____	Year: _____	Model: _____

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

_____

_____

_____

I hereby authorize the investigation of all statements contained in this application. I certify that:

1. I am the owner of the business listed herein or I am the duly authorized agent of such owner;
2. All of the foregoing statements are true and correct to the best of my knowledge;
3. I understand that the Certificate of Public Convenience and Necessity is subject to revocation if this document is falsified;
4. I have read and understand Chapter 59 of the Mobile City Code;
5. If granted a Certificate of Public Convenience and Necessity, I will fully comply with its provisions.

Roderick Williams

Applicant's Signature

NAME OF ENTITY: RAW Medical Transport LLC

By: Roderick Williams

Its Owner

SWORN TO AND SUBSCRIBED BEFORE ME THIS 16th **DAY OF** April, 20 26

Notary Public

JAMES DRAKE NOTARY PUBLIC ALABAMA STATE AT LARGE My Comm. Expires July 26, 2028

Personal Data Report

NOT VALID WITHOUT EMBOSSED SEAL OF THE MOBILE POLICE DEPARTMENT

General Descriptors

Name:	WILLIAMS, RODERICK ANTOINE		
Address:		**Nick Name:**	
Phone:	.		
Race:	BLACK	**DOB:**	
Sex:	M	**Age:**	53
Weight:	155	**Eyes:**	BROWN
Height:	5'05"	**Facial:**	
Hair:	BALD	**Ethnic:**	NON HISPANIC/NON LATINO
Email1:			
Email2:			
Alt. Address:			
Danger Desc:			

Identifying Numbers

DL State: AL	**DL**	**DL Type:** C	**S'**
MID:	**FP:**	**DOC:**	
FBI:	**JRN:**	**SID:**	

A search of the files in the Records Unit of the Mobile Police Department on this subject indicates:
NO RECORD
CHECKED BY: _____
DATE: 4-15-2026

Personal Data Report

NOT VALID WITHOUT EMBOSSED SEAL OF THE MOBILE POLICE DEPARTMENT

General Descriptors

Name:	WILLIAMS, LAMANDA MARIE		
Address:	E	**Nick Name:**	
Phone:			
Race:	B - BLACK/AFRICAN AMERICAN	**DOB:**	
Sex:	F	**Age:**	52
Weight:	166	**Eyes:**	BROWN
Height:	5'05"	**Facial:**	
Hair:	BLACK	**Ethnic:**	NON HISPANIC/NON LATINO
Email1:			
Email2:			
Alt. Address:			
Danger Desc:			

Identifying Numbers

DL State: AL		**DL Type:** D	**SSN:**
MID:	**FP:**	**DOC:**	
FBI:	**JRN:**	**SID:**	

A search of the files in the Records Unit of the Mobile Police Department on this subject indicates:
NO RECORD
CHECKED BY: R. Hamilton
DATE: 4/16/26