AGENDA
Mobile City Council

Auditorium
Government Plaza
205 Government Street
Mobile, AL 36644

Tuesday, May 12, 2026, 10:30 AM

1. **CALL TO ORDER**

2. **INVOCATION**

   Rev. Tom Heard, Public Safety Chaplain

3. **PLEDGE OF ALLEGIANCE**

4. **ROLL CALL**

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

6. **APPROVAL OF MINUTES**

   May 5, 2026

7. **COMMUNICATIONS FROM THE MAYOR**

8. **ADOPTION OF THE AGENDA**

9. **APPEALS**

   Request of Corey Lutin for a waiver of the Noise Ordinance at 2201 St. Teresa Street

on May 23, 2026, from 3:00 p.m. - 9:00 p.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).

10. PUBLIC HEARINGS

Public hearing to consider the modification of a previously approved Planning Approval for property located at 65 Mobile Street (District 1).

Public hearing to consider the modification of a previously approved Planned Unit Development for property located at 65 Mobile Street (District 1).

Public hearing to consider the vacation of unused right-of-way adjacent to property located at 6401 Overlook Road (District 7).

Public hearing to consider a vacation fee as a condition of the vacation of a portion of unopened right-of-way adjacent to property located at 6401 Overlook Road; $36,848.95 (District 7).

11. PRESENTATION OF PETITIONS AND OTHER COMMUNICATIONS TO THE COUNCIL

Carolyn Greene & Alvin Garvin - thank the Council for bringing SNASY (Special Needs Assistance Station for You) to 2026 Mardi Gras.

Asha Staples - provide information about HOPE for All Gulf Coast's Inaugural Miles of Hope 5k.

William Semple - tree care safety standards and Arborist Certification requirements.

Apostle Valenia Green - funds to assist citizens.

Estella Trotter - taxpayer's money is being spent on millions of dollars for severance packages and settlement agreements.

12. CIP RESOLUTIONS HELD OVER

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.).

13. 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).

01-493 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.).

08-501 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.).

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).

14. ORDINANCES BEING INTRODUCED

64-021 Consider the modification of a previously approved Planning Approval for property located at 65 Mobile Street (sponsored by Councilmember Penn).

64-022 Consider the modification of a previously approved Planned Unit Development for property located at 65 Mobile Street (sponsored by Councilmember Penn).

15. CONSENT RESOLUTIONS BEING INTRODUCED

03-512 Accept resignations of "Former Board Members" and appoint Clinton Mitchell, Thomas Cormier, and Michael Albanese to the Improvement District of the City of Mobile - McGowin Park Project (sponsored by City Council) (submitted by Lisa C. Lambert, City Clerk).

37-513 Recommend approval to the ABC Board for issuance of a Retail Beer/Table Wine (Off Premises Only) License to Casey's; 985 Schilinger Rd., S. (sponsored by Councilmember Gregory).

58-514 Declare weeds noxious, Group 1677 (sponsored by Mayor Cheriogotis).

60-515 Approve award of special bonus to the Build Mobile Employee of the Month; Thompson (sponsored by Mayor Cheriogotis) (submitted by Shonnda Smith, Public Works Dept.).

60-516 Approve award of special bonus to the Officer of the Month; Ruiz (sponsored by Mayor Cheriogotis) (submitted by Chief William Jackson, MPD).

60-517 Determine an appropriation to Floretta P. Carson Visual & Performing Arts Academy serves a public purpose and approve payment (sponsored by Councilmember Penn) (submitted by Donna Bryars, Finance Dept.).

60-518 Determine an appropriation to Mobile (AL) Alumni Chapter, Kappa Alpha Psi Fraternity, Inc. serves a public purpose and approve payment (sponsored by Councilmember Penn) (submitted by Donna Bryars, Finance Dept.).

60-519 Determine an appropriation to INNERGY Dance Experience serves a public purpose and approve payment (sponsored by Councilmember Small) (submitted by Donna Bryars, Finance Dept.).

60-520 Determine an appropriation to INNERGY Dance Experience serves a public purpose and approve payment (sponsored by Councilmember Reynolds) (submitted by Donna Bryars, Finance Dept.).

60-521 Determine an appropriation to P.L. Wilson Detachment of the Marine Corps League, Incorporated serves a public purpose and approve payment (sponsored by Mayor Cheriogotis) (submitted by Donna G. Bryars, Finance Dept.).

16. CIP RESOLUTIONS BEING INTRODUCED

08-522 Approve purchase order to A and D Remodeling for Figures Park entrance improvements; $24,620.57 (sponsored by Mayor Cheriogotis) (submitted by John Paine, Purchasing Dept.).

17. RESOLUTIONS BEING INTRODUCED

08-523 Approve purchase order to Crowd Control Industries, LLC for galvanized steel crowd control barricades for Traffic Eng.; $104,000.00 (sponsored by Mayor Cheriogotis) (submitted by John Paine, Purchasing Dept.).

08-524 Approve purchase order to Godwin Land Solutions, LLC for storm drainage vegetation and debris removal, 1501 Satchel Paige Dr. to Halls Mill Rd.; $23,435.00 (sponsored by Mayor Cheriogotis) (submitted by John Paine, Purchasing Dept.).

08-525 Approve purchase order to J. J. Quality Homes, LLC for storm drainage vegetation and debris removal, 4815 Halls Milld Rd.; $20,329,98 (sponsored by Mayor Cheriogotis) (submitted by John Paine, Purchasing Dept.).

08-526 Approve purchase order to Prime Professional Concrete Pumping & Finishing, LLC for storm drainage vegetation and debris removal, Lloyd Ln. to 3201 Hillcrest Rd.; $22,800.00 (sponsored by Mayor Cheriogotis) (submitted by John Paine, Purchasing Dept.).

08-527 Approve purchase order to Secure Land & Tree, LLC for storm drainage vegetation and debris removal, S. University Blvd. to Ridgecrest Ct.; $29,200.00 (sponsored by Mayor Cheriogotis) (submitted by John Paine, Purchasing Dept.).

08-528 Approve purchase order to Southern Realty Management Group, LLC for storm drainage vegetation and debris removal, 857 Downtowner Blvd.; $21,500.00 (sponsored by Mayor Cheriogotis) (submitted by John Paine, Purchasing Dept.).

08-529 Approve purchase order to Thomas A. Galloway for storm vegetation and debris removal, Fenwick Rd. to 40 Ashley Dr.; $26,035.00 (sponsored by Mayor Cheriogotis) (submitted by John Paine, Purchasing Dept.).

08-530 Approve purchase order to Graybar Electric Co., Inc. for aluminum light poles

for Traffic Eng.; $33,900.60 (sponsored by Mayor Cheriogotis) (submitted by John Paine, Purchasing Dept.).

08-531 Approve purchase order to Sunbelt Fire, Inc. for breathing air trailer with air compressor and fill stations for MFRD; $139,309.38 (sponsored by Mayor Cheriogotis) (submitted by John Paine, Purchasing Dept.).

08-533 Approve purchase order to Vulcan Construction Materials, LP for limestone type A for Public Services; $45,000.00 (sponsored by Mayor Cheriogotis) (submitted by John Paine, Purchasing Dept.).

13-534 Authorize Change Order #3 to the Contract with PL Rusell LLC for Mobile Riverfront Redevelopment – Cooper Riverside Park for restroom upgrades; $283,295.94 (sponsored by Mayor Cheriogotis) (submitted by Jennifer Greene, Program & Project Mgmt.).

21-535 Authorize amendment to Contract with Forrest Daniell & Associates P.C. for professional design services at MFRD Fire Station No. 19; $50,045.00 (sponsored by Mayor Cheriogotis) (submitted by Carleen Stout, REAM).

21-536 Authorize Contract with Gibson Construction Services, LLC for upgrades to the Mounted Unit in Grand Bay; $149,687.00 (sponsored by Mayor Cheriogotis) (submitted by Carleen Stout-Clark, REAM).

21-537 Authorize Contract with Hughes 360 Services, LLC, for facility ground maintenance services at 104 S. Lawrence St.; $7,600.00 per year (sponsored by Mayor Cheriogotis) (submitted by John Paine, Purchasing Dept.).

21-538 Authorize Contract with Rotolo Consultants for facility ground maintenance services at various City facilities; $33,500.00 per year (sponsored by Mayor Cherigotis) (submitted by John Paine, Purchasing Dept.).

21-539 Authorize Contract amendment #2 with Volkert Inc. for additional construction administration services for Hall of Fame Walk; $145,682.68 (sponsored by Mayor Cheriogotis) (submitted by Carleen Stout-Clark, REAM).

25-540 Accept easement from the Mobile Airport Authority for an nonexclusive utility easement agreement for Arlington Park (sponsored by Councilmember C.J. Small and Mayor Cheriogotis) (submitted by Carleen Stout-Clark, REAM).

47-541 Consider the vacation of unused right-of-way adjacent to property located at 6401 Overlook Road (sponsored by Councilmember Gregory).

47-542 Consider a vacation fee as a condition of the vacation of a portion of unopened right-of-way adjacent to property located at 6401 Overlook Road; $36,848.95 (sponsored by Councilmember Gregory).

60-543 Declare the Mayor's Cup Puzzle Challenge and associated purchase of City-branded recognition items serve a legitimate public and municipal purpose; $2,764.60 (sponsored by Mayor Cheriogotis) (submitted by Shonnda Smith, Public Works Dept.).

18. ANNOUNCEMENTS

APPLICATION FOR WAIVER OF NOISE ORDINANCE

Section 39-96-1(c) of the Mobile City Code: Noise in Residential Areas Restricted [2/18/15]:
(a) Use, operate, or permit to be used or operated, any device, radio, musical instrument, television, phonography, drum, sound amplifying equipment or device which produces or reproduces sound, either stationary or mobile, in such a manner that, during the hours from 6:00 am. to 10:00 p.m.:

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

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

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

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

Name of Applicant: Corey Lutin

PLEASE PRINT ALL INFORMATION

Home Phone Number: _____ Cell Number: 404-990-2934

Organization (if applicable) _____

Mailing Address of Applicant 2109 Park Willow Ln. Apt B. Arlington, TX 76011

Telephone No. 404-990-2934 E-mail address lutin.corey@gmail.com

Location or address of event where amplification will be used:

2201 St Teresa St. Mobile, AL 36606

Date of Event: 05/23/2026 Starting Time: 3pm Ending Time 9pm

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

Type of Event: Family Reunion

Do you plan to sell alcohol at this event? _____ YES 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 DEPARTMENT
2026 APR 24 AM 10: 31

APPLICATION FOR WAIVER OF NOISE ORDINANCE

Section 39-96-1(c) of the Mobile City Code: Noise in Residential Areas Restricted [2/18/15]:
(a) Use, operate, or permit to be used or operated, any device, radio, musical instrument, television, phonography, drum, sound amplifying equipment or device which produces or reproduces sound, either stationary or mobile, in such a manner that, during the hours from 6:00 am. to 10:00 p.m.:

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

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

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

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

Name of Applicant: 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

RESOLUTION

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

Adopted:

_____

City Clerk

Notice of Public Hearing for the Proposed Modification
of a Previously Approved Planning Approval
for Property Located at 65 Mobile Street

Pursuant to Resolution of the Mobile, Alabama City Council adopted **April 7, 2026**, a public hearing will be held on the **12th** day of **May**, 2026 at 10:30 a.m., to consider adoption of an ordinance for the proposed modification of a previously approved Planning Approval for property located at 65 Mobile Street.

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

Lisa C. Lambert
City Clerk

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

WHEREAS, a Planning Approval was approved on July 20, 2023, allowing the expansion of an existing private school in an R-1, Single-Family Residential District, on property located at 65 Mobile Street and described as follows:

LOT 1, UMS-WRIGHT SUBDIVISION AND ADDITION TO LOT 1 AS RECORDED IN MAP BOOK 123, PAGE 91 IN THE OFFICE OF JUDGE OF PROBATE COURT MOBILE COUNTY ALABAMA.

WHEREAS, on December 11, 2025, the owner of said property applied for a Major Modification of the previously approved Planning Approval allowing the expansion of an existing private school in an R-1, Single-Family Residential District, to allow the expansion of an existing private school in an R-1, Single-Family Residential Suburban District.

WHEREAS, the Planning Commission held a public hearing on the requested Major Modification on January 15, 2026, and recommended approval of the Major Modification of the Planning Approval subject to the following conditions:

1. Retention of the note stating that "If any trees are proposed to be removed, the applicant should coordinate with Planning and Zoning and Urban Forestry staff on the location of replacement trees";
2. Submittal to and approval by Planning and Zoning of the revised Modified Planning Approval site plan prior to its recording in Probate Court, and provision of a copy of the recorded site plan (hard copy and .pdf) to Planning and Zoning; and,

3. Full compliance with all municipal codes and ordinances.

WHEREAS, the City Council finds that the proposed modification:

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

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

Section One: That the modification of the Planning Approval is hereby approved with the following required conditions:

1. Retention of the note stating that "If any trees are proposed to be removed, the applicant should coordinate with Planning and Zoning and Urban Forestry staff on the location of replacement trees";
2. Submittal to and approval by Planning and Zoning of the revised Modified Planning Approval site plan prior to its recording in Probate Court, and provision of a copy of the recorded site plan (hard copy and .pdf) to Planning and Zoning; and,
3. Full compliance with all municipal codes and ordinances.

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

NOTICE OF HEARING
OF PROPOSED AMENDMENT
TO THE UNIFIED DEVELOPMENT CODE

Notice is hereby given that the Mobile City Council proposes to consider the adoption of the below 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 Mobile City Council in the Auditorium of the Government Plaza in Mobile, Alabama on the 12th day of May, 2026, at 10:30 AM. At such time and place all persons who desire shall have an opportunity to be heard in opposition to or in favor of the amendment.

Synopsis of Proposed Amendment to the Unified Development Code

The proposed amendment to the Unified Development Code was published in full on the 15th day of April, 2026 in the Lagniappe.

The proposed amendment to the Unified Development Code concerns the property within the City of Mobile, located at **65 Mobile Street.**

The proposed amendment will modify a Planning Approval that was approved for said location on **July 20, 2023**. On December 11, 2025, the owner of said property applied for a Major Modification of a previously approved Planning Approval **allowing the expansion of an existing private school in an R-1, Single-Family Residential District, to allow the expansion of an existing private school in an R-1, Single-Family Residential Suburban District.** If approved, the major modification will **allow the expansion of an existing private school in an R-1, Single-Family Residential Suburban District,** subject to the following proposed conditions: 1. Retention of the note stating that "If any trees are proposed to be removed, the applicant should coordinate with Planning and Zoning and Urban Forestry staff on the location of replacement trees"; 2. Submittal to and approval by Planning and Zoning of the revised Modified Planning Approval site plan prior to its recording in Probate Court, and provision of a copy of the recorded site plan (hard copy and .pdf) to Planning and Zoning; and, 3. Full compliance with all municipal codes and ordinances.

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

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

WHEREAS, a Planning Approval was approved on **July 20, 2023, allowing the expansion of an existing private school in an R-1, Single-Family Residential District,** on property located at **65 Mobile Street** and described as follows:

LOT 1, UMS-WRIGHT SUBDIVISION AND ADDITION TO LOT 1 AS RECORDED IN MAP BOOK 123, PAGE 91 IN THE OFFICE OF JUDGE OF PROBATE COURT MOBILE COUNTY ALABAMA.

WHEREAS, on **December 11, 2025**, the owner of said property applied for a Major Modification of the previously approved Planning Approval **allowing the expansion of an existing private school in an R-1, Single-Family Residential District, to allow the expansion of an existing private school in an R-1, Single-Family Residential Suburban District.**

WHEREAS, the Planning Commission held a public hearing on the requested Major Modification on **January 15, 2026,** and recommended approval of the Major Modification of the Planning Approval subject to the following conditions:

1. Retention of the note stating that "If any trees are proposed to be removed, the applicant should coordinate with Planning and Zoning and Urban Forestry staff on the location of replacement trees";
2. Submittal to and approval by Planning and Zoning of the revised Modified Planning Approval site plan prior to its recording in Probate Court, and provision of a copy of the recorded site plan (hard copy and .pdf) to Planning and Zoning; and,
3. Full compliance with all municipal codes and ordinances.

WHEREAS, the City Council finds that the proposed modification:

a. Is consistent with all applicable requirements of this Chapter;
b. Is compatible with the character of the surrounding neighborhood;
c. Will not impede the orderly development and improvement of surrounding property;
d. Having considered the applicable factors the request will not adversely affect the health, safety or welfare of persons living or working in the surrounding neighborhood, or be more injurious to property or improvements in the neighborhood;
e. Is subject to adequate design standards to provide ingress and egress that minimize traffic hazards and traffic congestion on the public roads;
f. Is not noxious or offensive by reason of emissions, vibration, noise, odor, dust, smoke or gas; and
g. Shall not be detrimental or endanger the public health, safety or general welfare.

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

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

Section One: That the modification of the Planning Approval is hereby approved with the following required conditions:

1. Retention of the note stating that "If any trees are proposed to be removed, the applicant should coordinate with Planning and Zoning and Urban Forestry staff on the location of replacement trees";
2. Submittal to and approval by Planning and Zoning of the revised Modified Planning Approval site plan prior to its recording in Probate Court, and provision of a copy of the recorded site plan (hard copy and .pdf) to Planning and Zoning; and,
3. 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

UMS Wright Preparatory School
65 Mobile Street
Council District 1
Cory Penn

THE CITY OF MOBILE, AL
Planning & Zoning Department

MOBILE CITY PLANNING COMMISSION

April 1, 2026
City Council
Mobile Government Plaza
Mobile, Alabama 36644

Dear Council Members:

The Mobile City Planning Commission at its meeting on **January 15, 2026**, considered the request of **UMS Wright Preparatory School,** for a Major Modification of a previously approved Planning Approval **allowing the expansion of an existing private school in an R-1, Single-Family Residential District, to allow the expansion of an existing private school in an R-1, Single-Family Residential Suburban District** for the property located at **65 Mobile Street.**

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

1. Retention of the note stating that "If any trees are proposed to be removed, the applicant should coordinate with Planning and Zoning and Urban Forestry staff on the location of replacement trees";
2. Submittal to and approval by Planning and Zoning of the revised Modified Planning Approval site plan prior to its recording in Probate Court, and provision of a copy of the recorded site plan (hard copy and .pdf) to Planning and Zoning; and,
3. Full compliance with all municipal codes and ordinances.

Copies of the application and reports are attached.

Sincerely,

Stephen Guthrie

Stephen Guthrie
Deputy Director, Planning & Zoning Department

maf
Attachments

Don Whittington

From: Don Whittington
Sent: Tuesday, March 31, 2026 7:05 AM
To: 'Melissa Nolte'
Subject: RE: UMS 5 Classroom

J.6 # 08506 - 2025

Melissa,
Below are the advertising fees for the PUD & PA modification.

MOD-003572-2025
The advertising fee for this application is based on the current legal description is $364.04. 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.

MOD-003573-2025
The advertising fee for this application is based on the current legal description is $345.80. 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.

[redacted]

Thanks, any way to confirm if council has approved?

I know Tommy A attended the hearing or meeting and it was approved at that, not sure if thats the same.

MELISSA NOLTE
Walcott Adams Verneuille Architects
One South School Street
Fairhope, AL 36532
[redacted]

PLANNING AND ZONING
1 APR 2026 AM 11:26

Received
Michelle French Planning & Zoning

On Mar 30, 2026, at 11:20 AM, Don Whittington [redacted]

THE CITY OF MOBILE, ALABAMA
MOBILE CITY PLANNING COMMISSION

LETTER OF DECISION

January 16, 2026

UMS-Wright Preparatory School
65 North Mobile Street
Mobile, Alabama 36607

Re: 65 Mobile Street
MOD-003572-2025
UMS Wright Preparatory School
District 1
Major Modification of a previously approved Planning Approval allowing the expansion of an existing private school in an R-1, Single-Family Residential District, to allow the expansion of an existing private school in an R-1, Single-Family Residential Suburban District

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

At its meeting on January 15, 2026, the Planning Commission considered the above referenced application.

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

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

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

1. Retention of the note stating that "If any trees are proposed to be removed, the applicant should coordinate with Planning and Zoning and Urban Forestry staff on the location of replacement trees";
2. Submittal to and approval by Planning and Zoning of the revised Modified Planning Approval site plan prior to its recording in Probate Court, and provision of a copy of the recorded site plan (hard copy and .pdf) to Planning and Zoning; and,
3. Full compliance with all municipal codes and ordinances.

The advertising fee for this application is based on the current legal description is **$364.04.** Upon receipt of this fee (*check made out to the "City of Mobile"*), your application will be forwarded to the City Clerk's office to be scheduled for public hearing by the City Council.

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

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

Sincerely,

MOBILE CITY PLANNING COMMISSION
Ms. Jennifer Denson, Secretary

By: Stephen Guthrie
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

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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:	65 North Mobile Street Al 36607	
Email:	[redacted]	
Phone:	[redacted]	
Email:		
Name:	Todd Morris Finance Director | UMS-Wright Preparatory School	

[redacted]

	Owner	Design Professional
Name:	UMS-Wright Preparatory School	
Firm:		
Phone:	[redacted]	
Email:		
Address:	65 N. Mobile St. Mobile Al 3660	

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

PART OF LOT 1 UMS-WRIGHT SUBDIVISION RESUBDIVISION AND ADDITION TO LOT 1 — 52.19+-

Property Address — Property Area (acres or square feet)

R022908184002100.000, R022908184002101.000, R022908191001002.000, R022908173000019.000,R022907230003358.000, R022907230006165.000

Parcel Number(s) or Key Number(s)

R-1

Present Zoning or Transect District — Proposed Zoning or Transect District (if applicable)

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

This requirement applies to any of the following applications:

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

Have you provided the required Neighborhood Meeting Documentation, if applicable? ☐ Yes ☐ No

4. LABELS FOR NOTIFICATION Provide the names and complete addresses of owners of property lying within 300 feet of the property in this application, as shown by the latest assessment records of the Mobile County Revenue Commissioner's Office located in the plat and map room. ALL property ownership information provided for notification MUST be verified through Probate Court records. Each name and address must be TYPED on a standard size (approximately 1" x 2-5/8") white self-adhesive label. Include one (1) label with the APPLICANT'S name and address, plus one (1) label with the OWNER'S name and address (if applicant and owner differ). A PHOTOCOPY OF THE TYPED LABELS MUST ALSO BE SUBMITTED. (Please use 8_1/2" x 11" sheets of labels).

5. SIGNATURE It is warranted in good faith by the applicant whose name is signed hereto that all of the above facts are true and correct.

Owner Signature — Date

Applicant or Agent Signature (if applicable) — 12/9/2025 — Date

AGREEMENT ALLOWING THE CITY OF MOBILE TO POST PUBLIC NOTICE SIGNS ON PROPERTY PENDING BEFORE THE MOBILE CITY PLANNING COMMISSION

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

Applicant or Agent Signature — 12/9/2025 — Date

[redacted]

CHECKLIST D
Previously approved Planning Approvals and Planned Unit Developments

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

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

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

---

1. Describe how the proposal aligns with the Comprehensive Plan, Map for Mobile.
   The new basketball court will be another addition to UMS-Wright's diverse athletic facilities to promote physical fitness, sportsmanship and team play for students of all ages.

   Future Land Use Map (FLUM) Designation

2. Describe how is the proposal and plan compatible with the character of the surrounding neighborhood.
   UMS-Wright has operated in harmony with the surrounding neighborhood for many years.

3. Describe how the proposal prevents impacts on the development or improvement of adjacent property.
   Although UMS-Wright property is zoned R-1 and operating as business, all surrounding adjacent properties are zoned B-3 Community Business with daytime/weekday operating hours. Any after hour or weekend use should have no effect on their normal business operations.

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

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

[redacted]

6. Please provide the following information:
   - ☐ The location, type and height of buildings or structures: (e.g., The existing structure is 24 feet tall)
     The new administrative building entrance will be approximately 24 feet to peak of roof.
     Library facade improvements are approximately 30 feet high.
   - ☐ The type and location of landscaping and screening: (e.g., A row of shrubs is located along the western edge of the property)
     The UMS-Wright is landscaped with numerus trees, shrubs, hedges and other vegetation throughout the campus.
   - ☐ Lighting:
     The areas of new construction has existing lighting.
   - ☐ Hours of operation:
     7:30 AM to 3:00 PM
   - ☐ Other conditions that are unique to the use of the property:

7. Describe how the proposal will minimize elements that may be noxious or offensive by reason of emissions, vibration, noise, odor, dust, smoke or gas; or have elements that are detrimental to the public health, safety or general welfare.
   The proposed basketball court will not add too or create any of the elements listed above.

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

[redacted]

City of Mobile · Planning & Zoning

Plan Submission Contact Information

Name of Project: UMS-Wright PUD Modifications

Address: 65 N. Mobile Street, Mobile Al 36607

Owner: UMS-Wright Preparatory School

Address: 65 N. Mobile Street, Mobile Al 36607 Zip Code: 36607

Phone: [redacted] Fax: Email: [redacted]

Authorized Agent: McCrory & Williams

Address: 3207 International Dr. Mobile Al Zip Code: 36606

Pho[redacted]

Contractor: U/K

Address: Zip Code:

Phone: Fax: Email:

Civil Engineer: McCrory & Williams

Address: 3207 International Dr. Mobile Al Zip Code: 36606

Pho[redacted]

Architect: Walcott, Adams,Verneville

Address: 1, South School St. Fairhope Al Zip Code: 36532

Pho[redacted]

Submitted by:

Signature

Don Whittington

Print

12.9.25

Date

Project Manager

Affiliation to project/Organization

[redacted]

Revised May 2020

City of Mobile • Planning & Zoning

Corporate Letter of Authorization

I, FRANK GIL, give authority for the following person(s) to execute all documents and activities (including but not limited to: submitting and signing for associated applications for consideration by the Mobile City Planning Commission and/or Board of Zoning Adjustment) with the City of Mobile Planning & Zoning Department, on behalf of VMS-Wright, a corporation for the property located within the city limits of Mobile, Alabama at 65 Mobile Street Mobile AL 36607

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.

DOUG BARBER
Designee (1)

[redacted]
Phone Number

TODD MORRIS
Designee (2)

[redacted]
Phone Number

Signature of Company Owner

12/15/2025
Date

Outlook

Re: UMS Wright Preparatory School (Planning Approval MOD-003572-2025)

[redacted]

Good morning,

We have completed our review of the Major Modification application referenced above. An invoice for the application fees has been issued. **Please note that the application will not be considered complete until all fees have been processed.**

If all fees are paid **by noon on Wednesday, December 17, 2025**, the application will be considered **complete** and placed on the agenda for the **January 15, 2025,** Planning Commission meeting. If this deadline is not met, the application will be **held over** until it is complete.

IMPORTANT
The City of Mobile Planning and Zoning Department will **never request payment via wire transfer** or any other suspicious method. If you receive any questionable communication claiming to be from our department, please report it immediately to: planning@cityofmobile.org.

If you have any questions or need further clarification, please do not hesitate to contact us.

Regards,
Logan Anderson
Principal Planner
Build Mobile
[redacted]

BUILDMOBILE

[redacted]

Good afternoon,

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

1. **Owner Authorization:** Please provide an authorization letter issued by UMS Wright Preparatory School explicitly authorizing the person signing the application to act on their behalf.
2. **DWG File Submission:** If you have not already done so, please submit the **DWG AutoCAD file** for the site plan to our GIS staff. For your convenience, **Tori** has been copied on this message.

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

If all requirements are fulfilled **by noon on Wednesday, December 17, 2025**, the application will be considered **complete** and placed on the agenda for the **January 15, 2025,** Planning Commission meeting. If this deadline is not met, the application will be **held over** until it is complete.

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[redacted]

BUILDMOBILE

	Owner	Design Professional
Name:	UMS-Wright Preparatory School	
Firm:		
Phone:	[redacted]	
Email:		
Address:		

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

PART OF LOT 1 UMS-WRIGHT SUBDIVISION RESUBDIVISION AND ADDITION TO LOT 1 — 52.19+-

Property Address — Property Area (acres or square feet)

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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).

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[redacted]

CHECKLIST D

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---

1. Describe how the proposal aligns with the Comprehensive Plan, Map for Mobile.
   The new basketball court will be another addition to UMS-Wright's diverse athletic facilities to promote physical fitness, sportsmanship and team play for students of all ages.

   Future Land Use Map (FLUM) Designation

2. Describe how is the proposal and plan compatible with the character of the surrounding neighborhood.
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4. Does the site design include adequate public facilities and utilities? ☐ Yes ☐ No

5. Does the plan provide appropriate ingress and egress? (Please provide a site plan showing ingress and egress)
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[redacted]

6. Please provide the following information:
   - ☐ The location, type and height of buildings or structures: (e.g., The existing structure is 24 feet tall)
   The new administrative building entrance will be approximately 24 feet to peak of roof.
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   The proposed basketball court will not add too or create any of the elements listed above.

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

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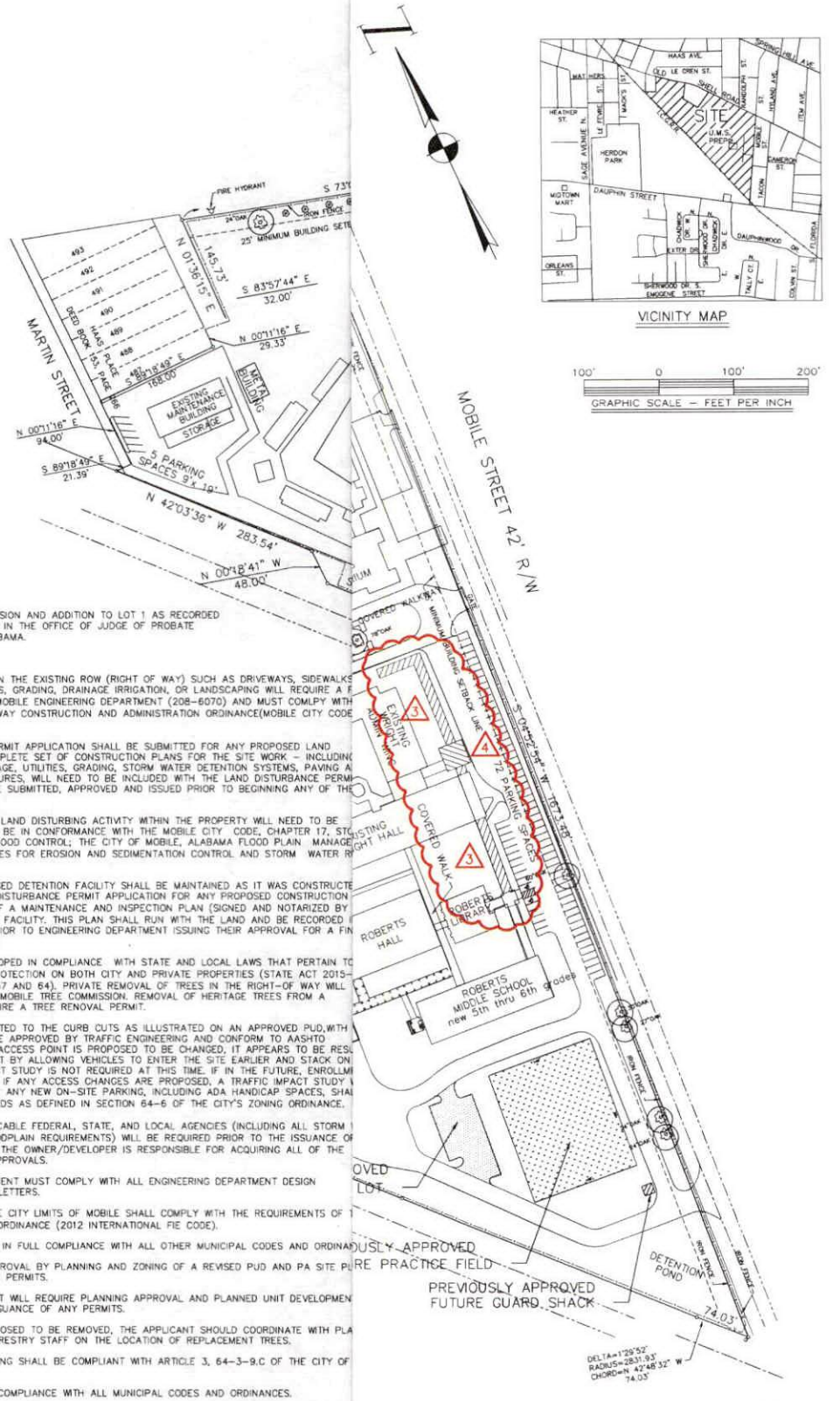


DESCRIPTION:

LOT 1, UMS–WRIGHT SUBDIVISION AND ADDITION TO LOT 1 AS RECORDED IN MAP BOOK 123, PAGE 91 IN THE OFFICE OF JUDGE OF PROBATE COURT MOBILE COUNTY ALABAMA.

NOTES:

1. ANY WORK PERFORMED IN THE EXISTING ROW (RIGHT OF WAY) SUCH AS DRIVEWAYS, SIDEWALKS UTILITY, UTILITY CONNECTIONS, GRADING, DRAINAGE IRRIGATION, OR LANDSCAPING WILL REQUIRE A F PERMIT FROM THE CITY OF MOBILE ENGINEERING DEPARTMENT (208–6070) AND MUST COMLPY WITH 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. A COMPLETE SET OF CONSTRUCTION PLANS FOR THE SITE WORK – INCLUDING BUT NOT LIMITED TO, DRAINAGE, UTILITIES, GRADING, STORM WATER DETENTION SYSTEMS, PAVING A ALL ABOVE GROUND STRUCTURES, WILL NEED TO BE INCLUDED WITH THE LAND DISTURBANCE PERMI THIS PERMIT MUST BE TO BE SUBMITTED, APPROVED AND ISSUED PRIOR TO BEGINNING ANY OF THE CONSTRUCTION.

3. ANY AND ALL PROPOSED LAND DISTURBING ACTIVITY WITHIN THE PROPERTY WILL NEED TO BE SUBMITTED FOR REVIEW AND BE IN CONFORMANCE WITH THE MOBILE CITY CODE, CHAPTER 17, STO WATER MANAGEMENT AND FLOOD CONTROL; THE CITY OF MOBILE, ALABAMA FLOOD PLAIN MANAGE PLAN (1984); AND, THE RULES FOR EROSION AND SEDIMENTATION CONTROL AND STORM WATER R CONTROL.

4. ANY EXISTING OR PROPOSED DETENTION FACILITY SHALL BE MAINTAINED AS IT WAS CONSTRUCTE AND APPROVED. THE LAND DISTURBANCE PERMIT APPLICATION FOR ANY PROPOSED CONSTRUCTION INCLUDES A REQUIREMENT OF A MAINTENANCE AND INSPECTION PLAN (SIGNED AND NOTARIZED BY OWNER) FOR THE DETENTION FACILITY. THIS PLAN SHALL RUN WITH THE LAND AND BE RECORDED COUNTY PROBATE OFFICE PRIOR TO ENGINEERING DEPARTMENT ISSUING THEIR APPROVAL FOR A FIN CERTIFICATE OF OCCUPANCY.

5. PROPERTY TO BE DEVELOPED IN COMPLIANCE WITH STATE AND LOCAL LAWS THAT PERTAIN TO TREE PRESERVATION AND PROTECTION ON BOTH CITY AND PRIVATE PROPERTIES (STATE ACT 2015– AND CITY CODE CHAPTERS 57 AND 64). PRIVATE REMOVAL OF TREES IN THE RIGHT–OF WAY WILL REQUIRE APPROVAL OF THE MOBILE TREE COMMISSION. REMOVAL OF HERITAGE TREES FROM A COMMERCIAL SITE WILL REQUIRE A TREE RENOVAL PERMIT.

6. ACCESS TO THE SITE LIMITED TO THE CURB CUTS AS ILLUSTRATED ON AN APPROVED PUD, WITH LOCATION AND DESIGN TO BE APPROVED BY TRAFFIC ENGINEERING AND CONFORM TO AASHTO STANDARDS. ALTHOUGH AN ACCESS POINT IS PROPOSED TO BE CHANGED, IT APPEARS TO BE RESU IN AN OVERALL IMPROVEMENT BY ALLOWING VEHICLES TO ENTER THE SITE EARLIER AND STACK ON PROPERTY. A TRAFFIC IMPACT STUDY IS NOT REQUIRED AT THIS TIME. IF IN THE FUTURE, ENROLLM CAPACITY IS INCREASED, OR IF ANY ACCESS CHANGES ARE PROPOSED, A TRAFFIC IMPACT STUDY BE REQUIRED FOR THIS SITE. ANY NEW ON–SITE PARKING, INCLUDING ADA HANDICAP SPACES, SHA MEET THE MINIMUM STANDARDS AS DEFINED IN SECTION 64–6 OF THE CITY'S ZONING ORDINANCE.

7. THE APPROVAL OF APPLICABLE FEDERAL, STATE, AND LOCAL AGENCIES (INCLUDING ALL STORM RUNOFF, WETLAND AND FLOODPLAIN REQUIREMENTS) WILL BE REQUIRED PRIOR TO THE ISSUANCE OF LAND DISTURBANCE PERMIT. THE OWNER/DEVELOPER IS RESPONSIBLE FOR ACQUIRING ALL OF THE NECESSARY PERMITS AND APPROVALS.

8. THE PROPOSED DEVELOPMENT MUST COMPLY WITH ALL ENGINEERING DEPARTMENT DESIGN REQUIREMENTS AND POLICY LETTERS.

9. ALL PROJECTS WITHIN THE CITY LIMITS OF MOBILE SHALL COMPLY WITH THE REQUIREMENTS OF CITY OF MOBILE FIRE CODE ORDINANCE (2012 INTERNATIONAL FIE CODE).

10. DEVELOPMENT SHALL BE IN FULL COMPLIANCE WITH ALL OTHER MUNICIPAL CODES AND ORDINA

11. SUBMISSION TO AND APPROVAL BY PLANNING AND ZONING OF A REVISED PUD AND PA SITE PL PRIOR TO ANY REQUEST FOR PERMITS.

12. ANY FUTURE DEVELOPMET WILL REQUIRE PLANNING APPROVAL AND PLANNED UNIT DEVELOPMEN APPROVAL PRIOR TO THE ISSUANCE OF ANY PERMITS.

13. IF ANY TREES ARE PROPOSED TO BE REMOVED, THE APPLICANT SHOULD COORDINATE WITH PLA AND ZONING AND URBAN FORESTRY STAFF ON THE LOCATION OF REPLACEMENT TREES.

14. NEW PARKING LOT LIGHTING SHALL BE COMPLIANT WITH ARTICLE 3, 64–3–9.C OF THE CITY OF MOBILE ZONING ORDINANCE.

15. PUD SHALL BE IN FULL COMPLIANCE WITH ALL MUNICIPAL CODES AND ORDINANCES.

G:\U8506–UMS Wright\PUDS\PUD 6.12.23\UMS WRIGHT–PUD 12.8.25.DWG

REVISIONS
REVISED DECEMBER 8, 2025: ADDITION OF BATHROOM, BASKETBALL COURT, COVERED SIDEWALKS AND ENTRAN

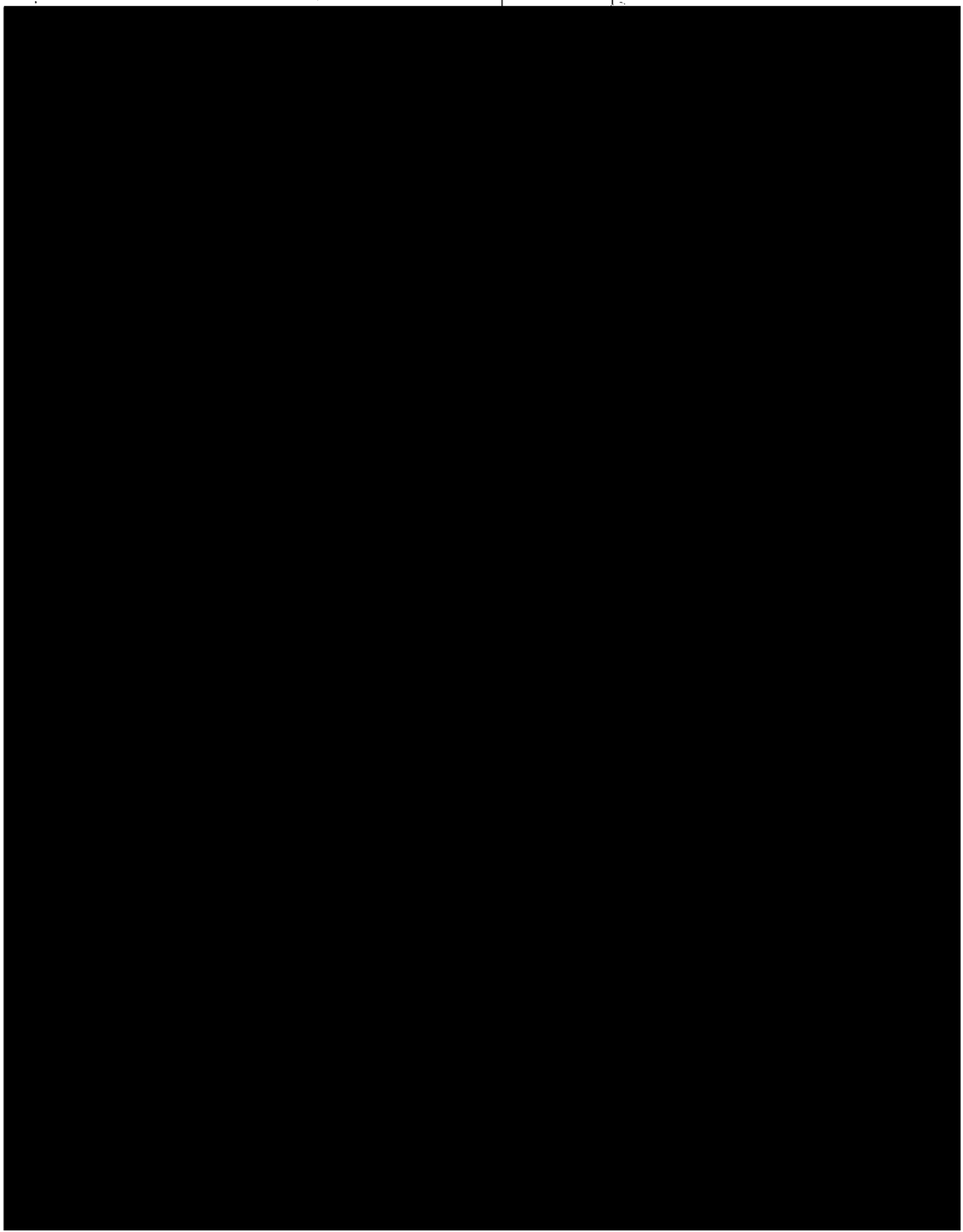
REVISED PUD–00106–2019)
for
RIGHT PREPARATORY SCHOOL
OUTH, RANGE 1 WEST, MOBILE COUNTY, ALABAMA

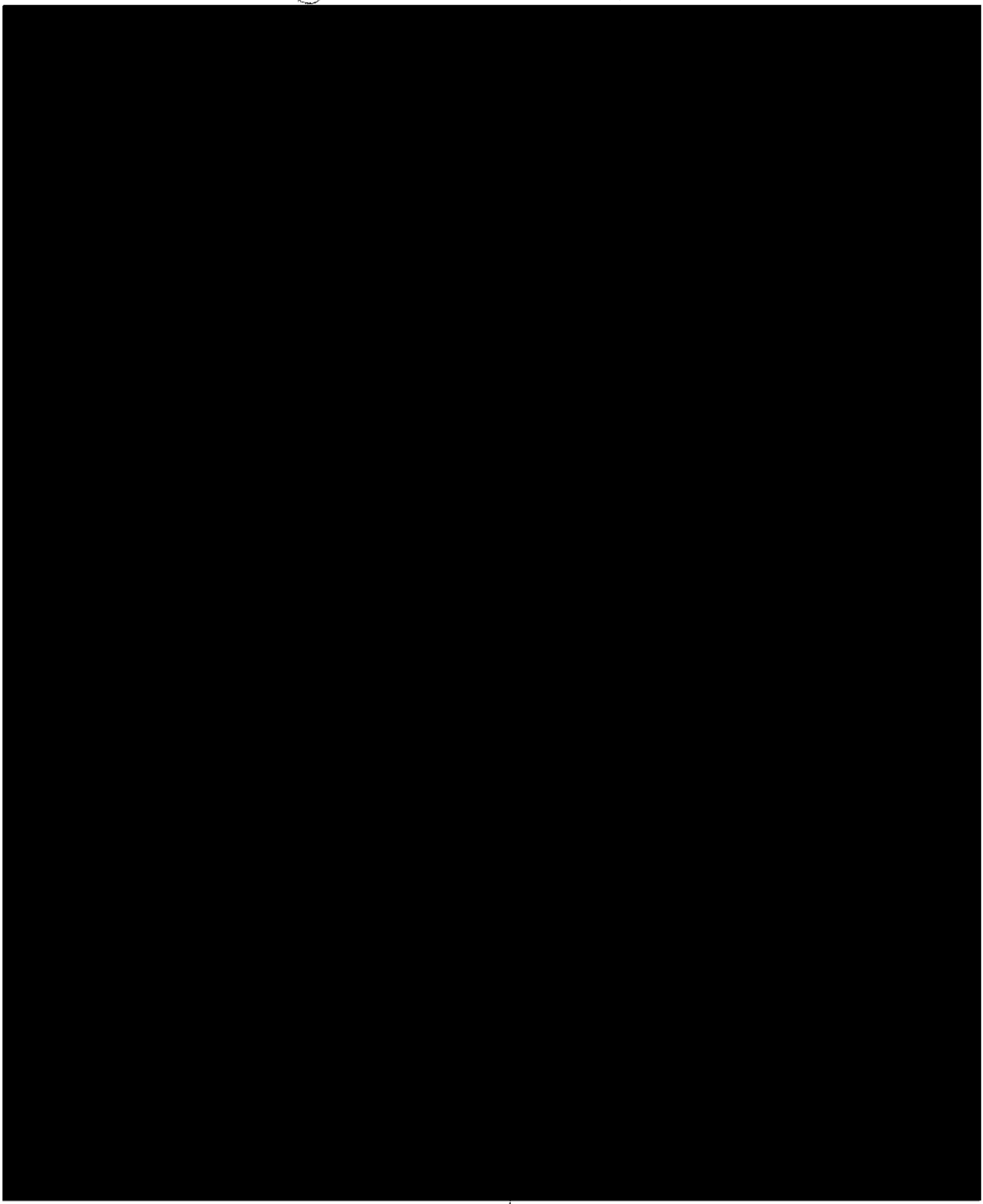
DRAWN BY: D.W.	APPROVED BY:	SHEET 1 OF 1

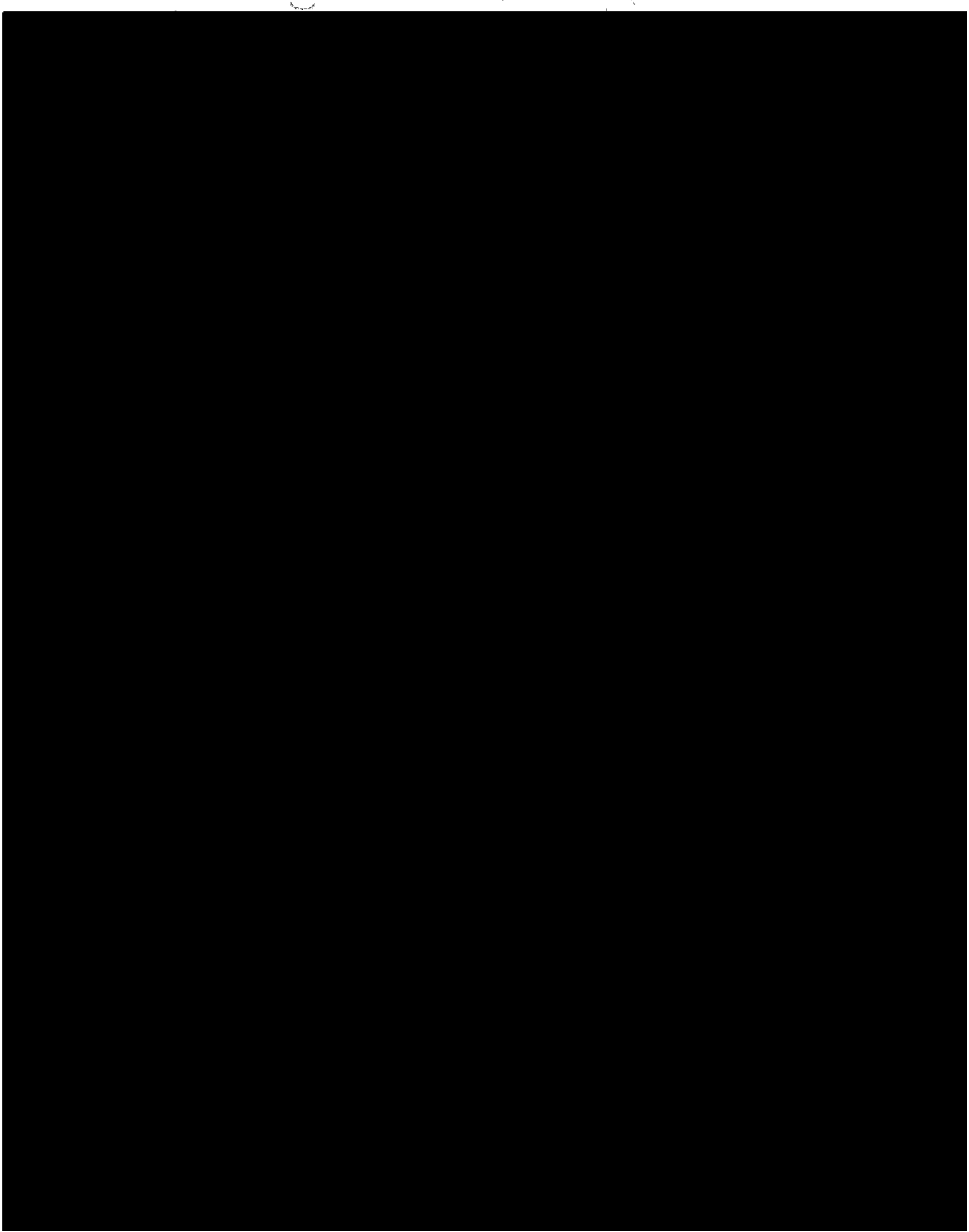
UMS-WRIGHT PREPARATORY SCHOOL

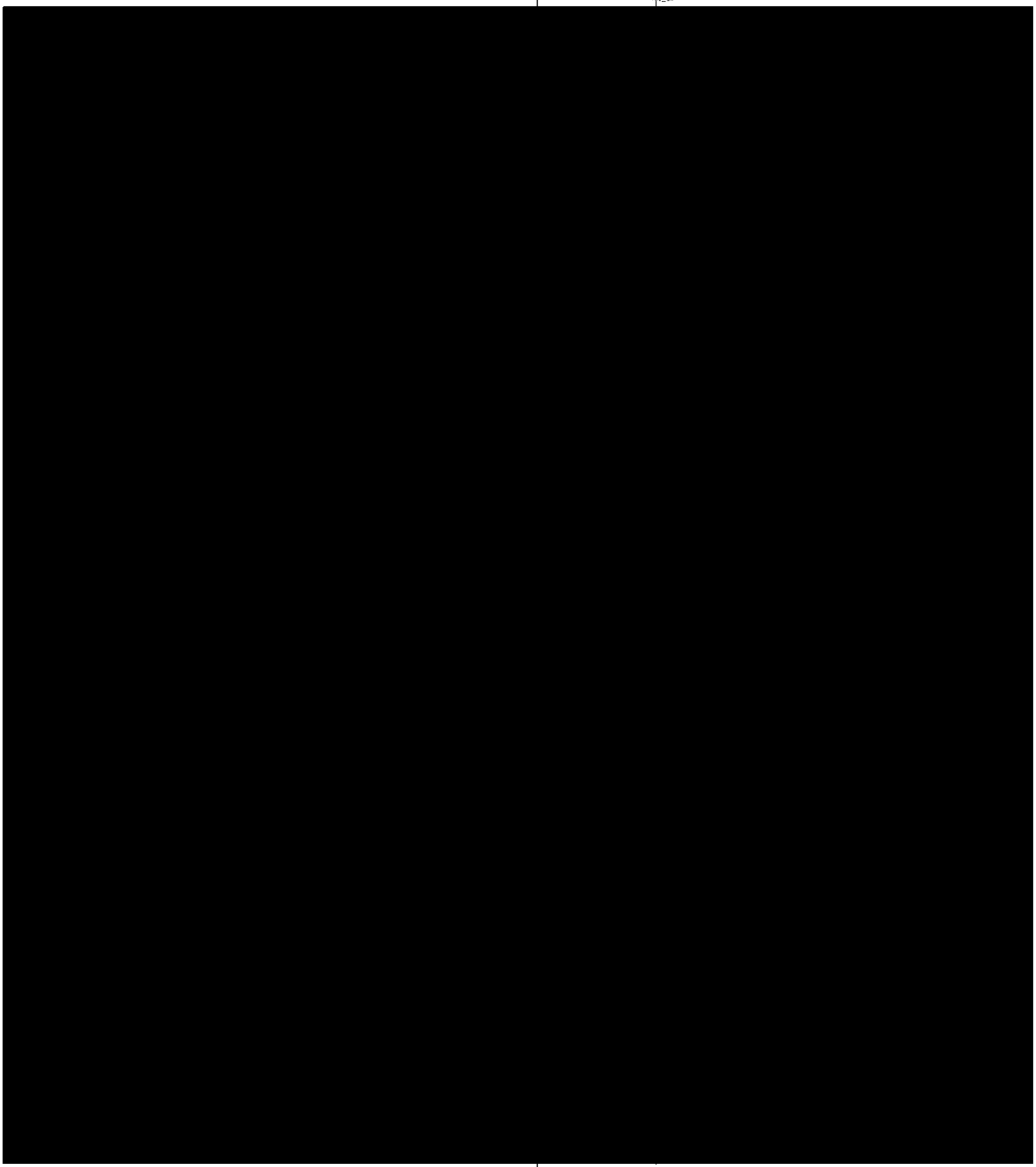
Description and Justification Letter:

UMS-Wright has existed and operated as a school for many years in an R-1 Zone. In their continuing efforts to provide a quality education and physical fitness curriculum, they are requesting a revision to the previously approved PUD & PA. The improvements will consist of the addition of a small bathroom, basketball court, covered sidewalk and improvements to the library building facade.









Agenda Item #: 12

MOD-003572-2025 & MOD-003573-2025

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

Applicant Materials for Consideration – Planned Unit Development Modification

Applicant Materials for Consideration – Planning Approval Modification

DETAILS

Location:
65 Mobile Street

Applicant / Agent:
UMS Wright Preparatory School

Property Owner:
UMS-Wright Corporation

Current Zoning:
R-1, Single-Family Residential Suburban District

Future Land Use:
Institutional

Applicable Codes, Policies, and Plans:
- Unified Development Code
- Subdivision Regulations
- Map for Mobile Comprehensive Plan

Schedule for Development:
- Not provided

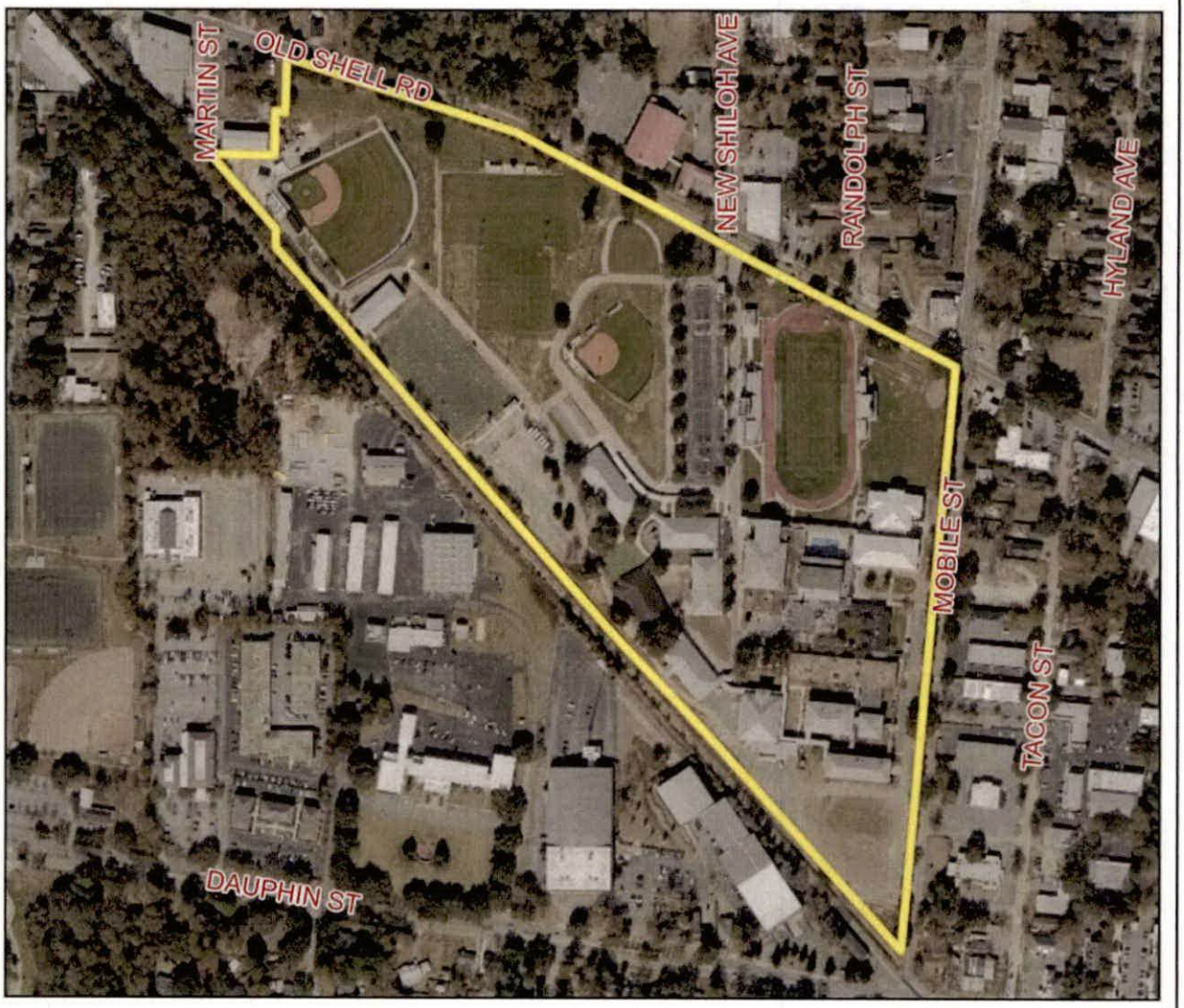
Proposal:
- Modification of a previously approved Planned Unit Development
- Modification of a previously approved Planning Approval

Considerations:
1. Modification of a previously approved Planned Unit Development with three (3) conditions; and
2. Modification of a previously approved Planning Approval with three (3) conditions.

Report Contents: **Page**

Context Map 2
Site History 3
Staff Comments 3
Commission Considerations 4
Exhibits 6

PLANNING COMMISSION
VICINITY MAP - EXISTING AERIAL



The site is surrounded by commercial and residential units.

APPLICATION NUMBER 12 DATE January 15, 2026

APPLICANT UMS Wright Preparatory School

REQUEST PA Modification, PUD Modification

N

NTS

SITE HISTORY

Since 1988, the subject site has been the subject of numerous Planning Approvals (PAs) to allow a private school in an R-1 district, and Planned Unit Developments (PUDs) to allow multiple buildings on a single building site, with shared access between multiple building sites. The most recent of these applications were approved by the Planning Commission at its July 20, 2023 meeting to allow for construction of an addition to a kindergarten classroom, a practice field, a guard shack, and a parking lot with 21 parking spaces.

STAFF COMMENTS

Engineering Comments:

Planned Unit Development Modification (MOD-003573-2025)

Retain NOTES #1 - #6, as shown on the PUD SITE PLAN Sheet C-100.

Planning Approval Modification (MOD-003572-2025)

No comments.

Traffic Engineering Comments:

Access to the site is limited to the driveways shown on the approved PUD plan with 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 subject site is developed as an existing private school in an R-1, Single-Family Residential Suburban District. The applicant wishes to construct a basketball court, a small bathroom, a covered sidewalk, and improvements to the library building façade. As PAs and PUDs are site plan specific, and the proposed changes are not considered minor changes, the site is required to obtain Modification approval in order to proceed with the construction.

All of the proposed improvements are contained within the existing boundaries of the school property, with no improvements made within any required setbacks.

None of the proposed improvements to the site will increase the minimum parking requirements for the site.

It is unclear if the proposed additions to the site will result in the removal of any required trees. If trees are to be removed, the applicant should coordinate with staff to insure the site maintains compliance with the tree plans on file. A note on the site plan states this, and should be retained on the site plan, if approved.

PLANNING APPROVAL / PLANNED UNIT DEVELOPMENT MODIFICATION CONSIDERATIONS

Standards of Review:

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

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

1. Is consistent with all applicable requirements of this Chapter;
2. Is compatible with the character of the surrounding neighborhood;
3. Will not impede the orderly development and improvement of surrounding property;
4. Will not adversely affect the health, safety or welfare of persons living or working in the surrounding neighborhood, or be more injurious to property or improvements in the neighborhood:

    a. In making this determination, the Planning Commission and City Council shall consider the location, type and height of buildings or structures, the type and extent of landscaping and screening, lighting, hours of operation or any other conditions that mitigate the impacts of the proposed development; and
    b. Includes adequate public facilities and utilities;

5. Is subject to adequate design standards to provide ingress and egress that minimize traffic hazards and traffic congestion on the public roads;
6. Is not noxious or offensive by reason of emissions, vibration, noise, odor, dust, smoke or gas; and
7. Shall not be detrimental or endanger the public health, safety or general welfare.
8. Benefits Consideration. In addition, consideration should also be given to the City's and the larger community's best interests and the need, benefit, or public purpose of the proposed request.

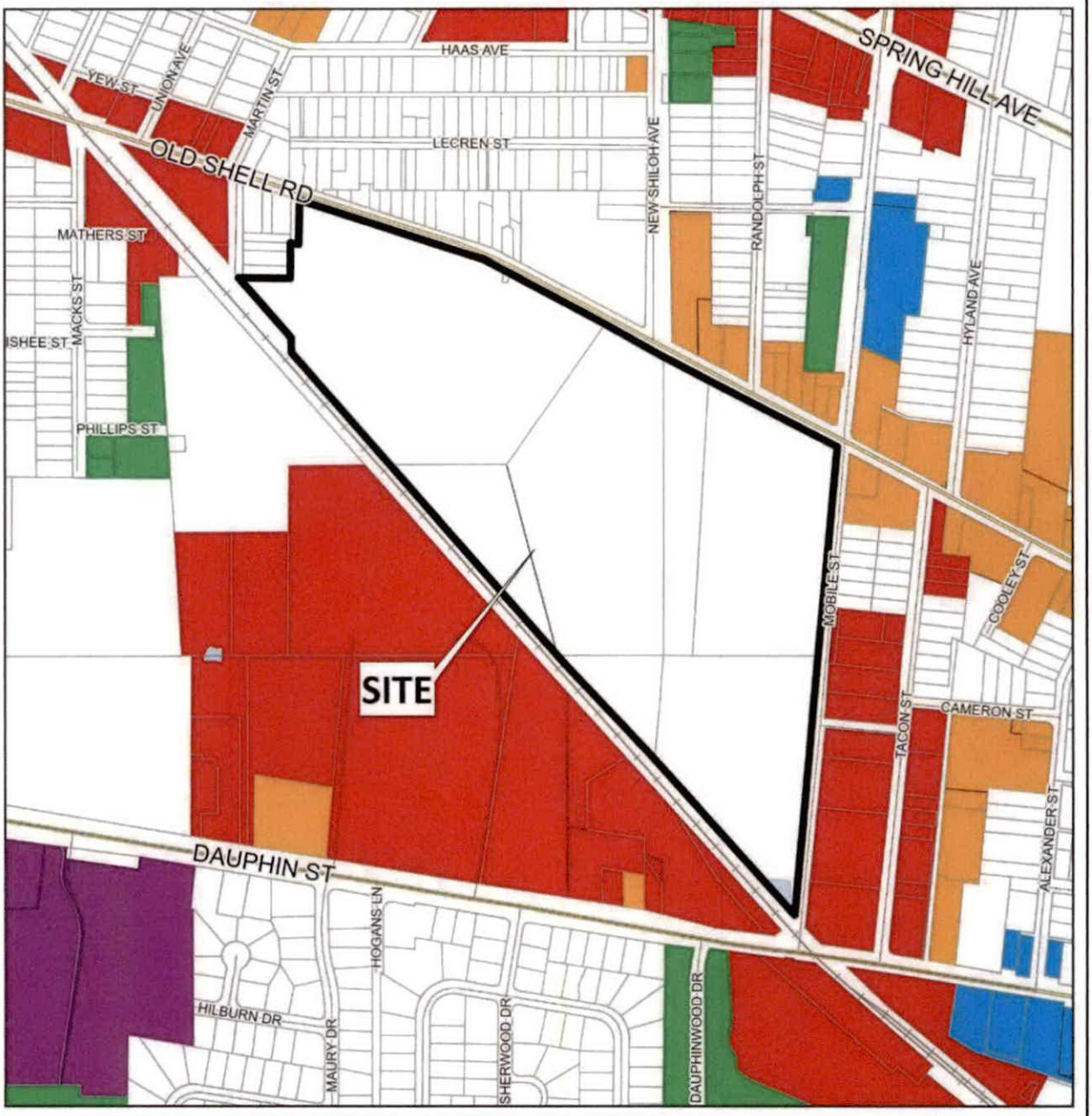
The applicant's responses to address the above criteria are available in the link on page one (1).

Considerations:

If the Planning Commission considers a recommendation of approval of the Modified Planning Approval / Planned Unit Development, the following conditions should apply:

1. Retention of the note stating that "If any trees are proposed to be removed, the applicant should coordinate with Planning and Zoning and Urban Forestry staff on the location of replacement trees";
2. Submittal to and approval by Planning and Zoning of the revised Modified Planned Unit Development site plan prior to its recording in Probate Court, and provision of a copy of the recorded site plan (hard copy and .pdf) to Planning and Zoning; and,
3. Full compliance with all municipal codes and ordinances.

LOCATOR ZONING MAP



APPLICATION NUMBER 12 DATE January 15, 2026

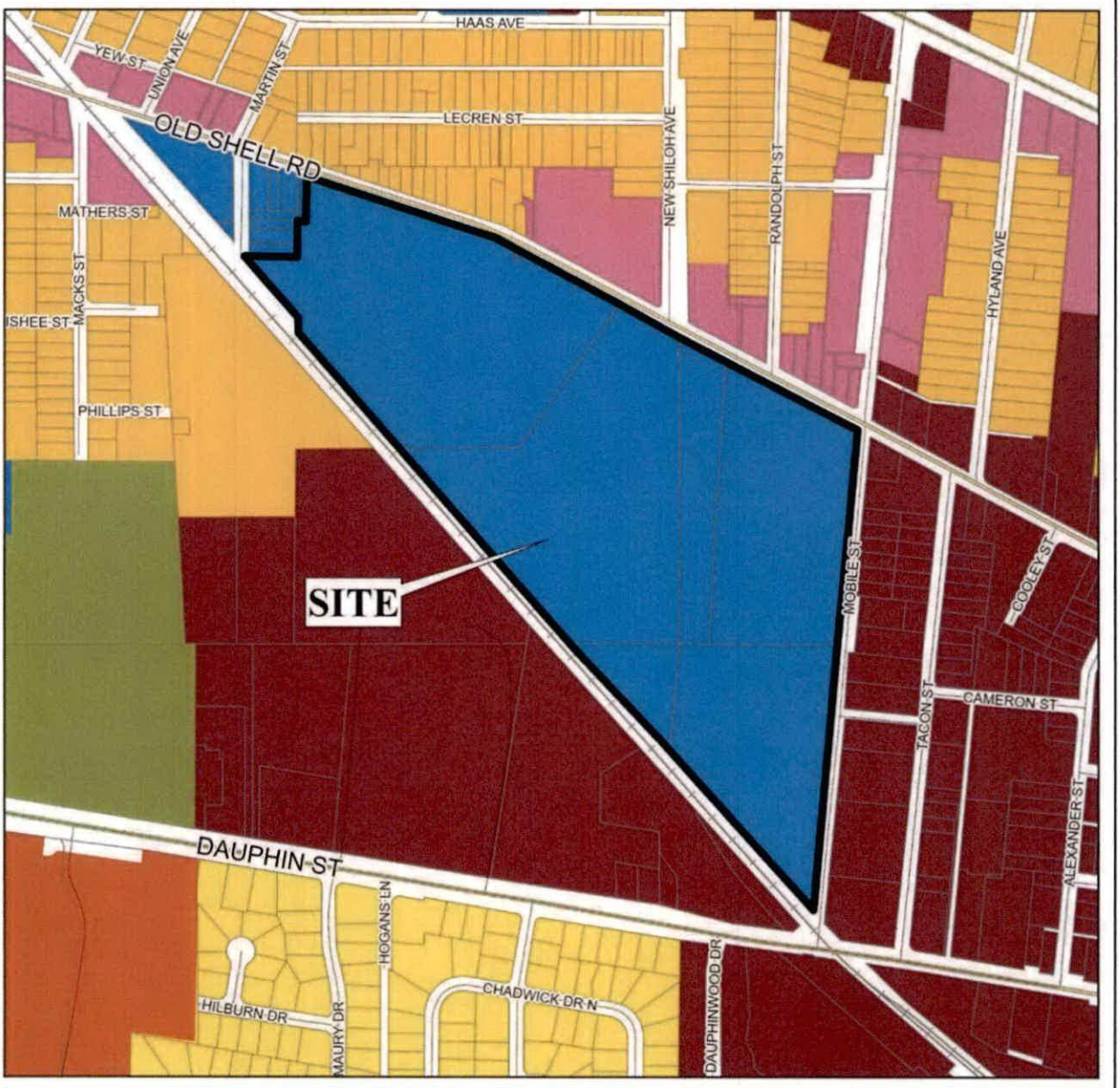
APPLICANT UMS Wright Preparatory School

REQUEST PA Modification, PUD Modification

N

NTS

FLUM LOCATOR MAP



APPLICATION NUMBER 12 DATE January 15, 2026

APPLICANT UMS Wright Preparatory School

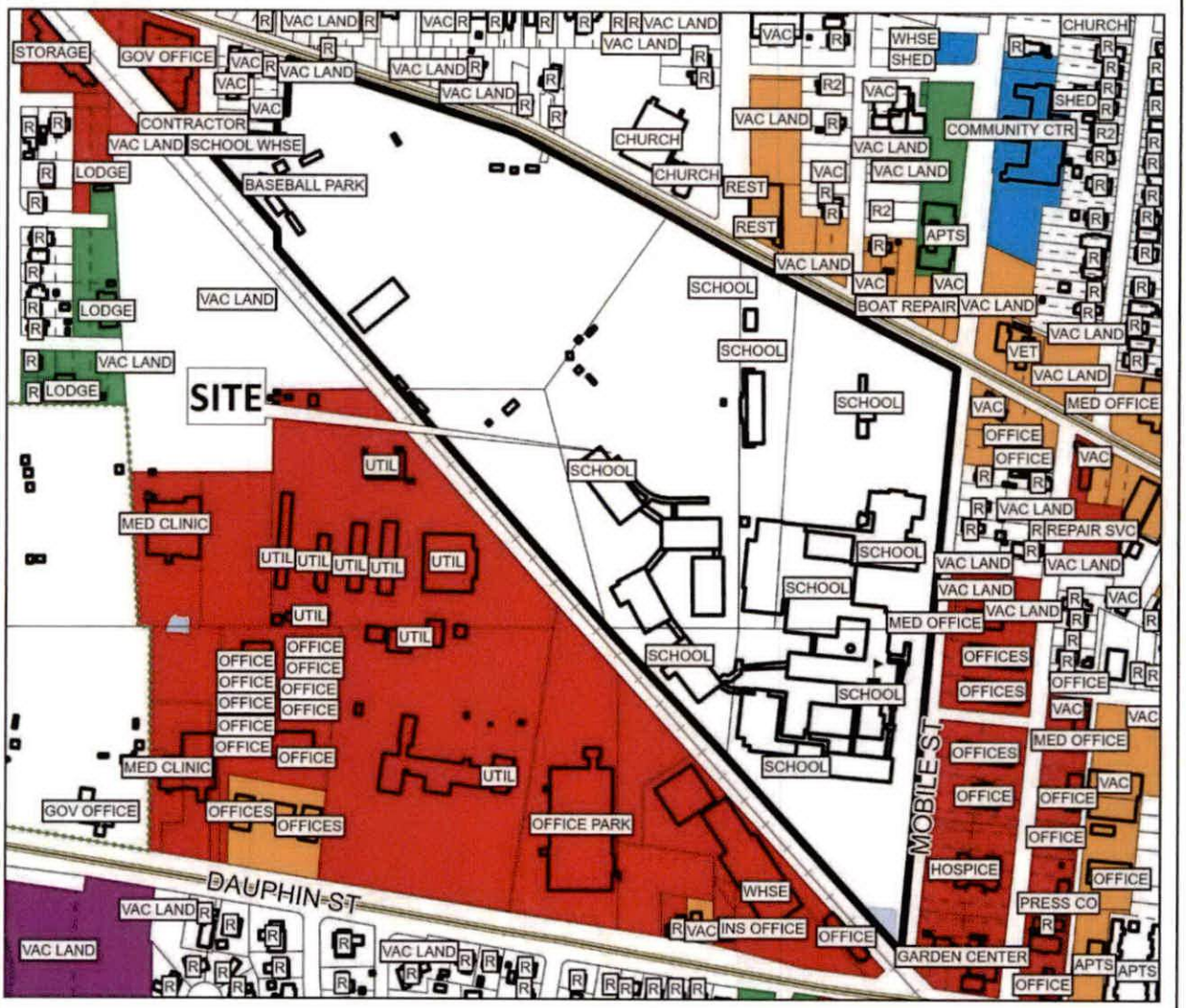
REQUEST PA Modification, PUD Modification

- 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 12 DATE January 15, 2026

APPLICANT UMS Wright Preparatory School

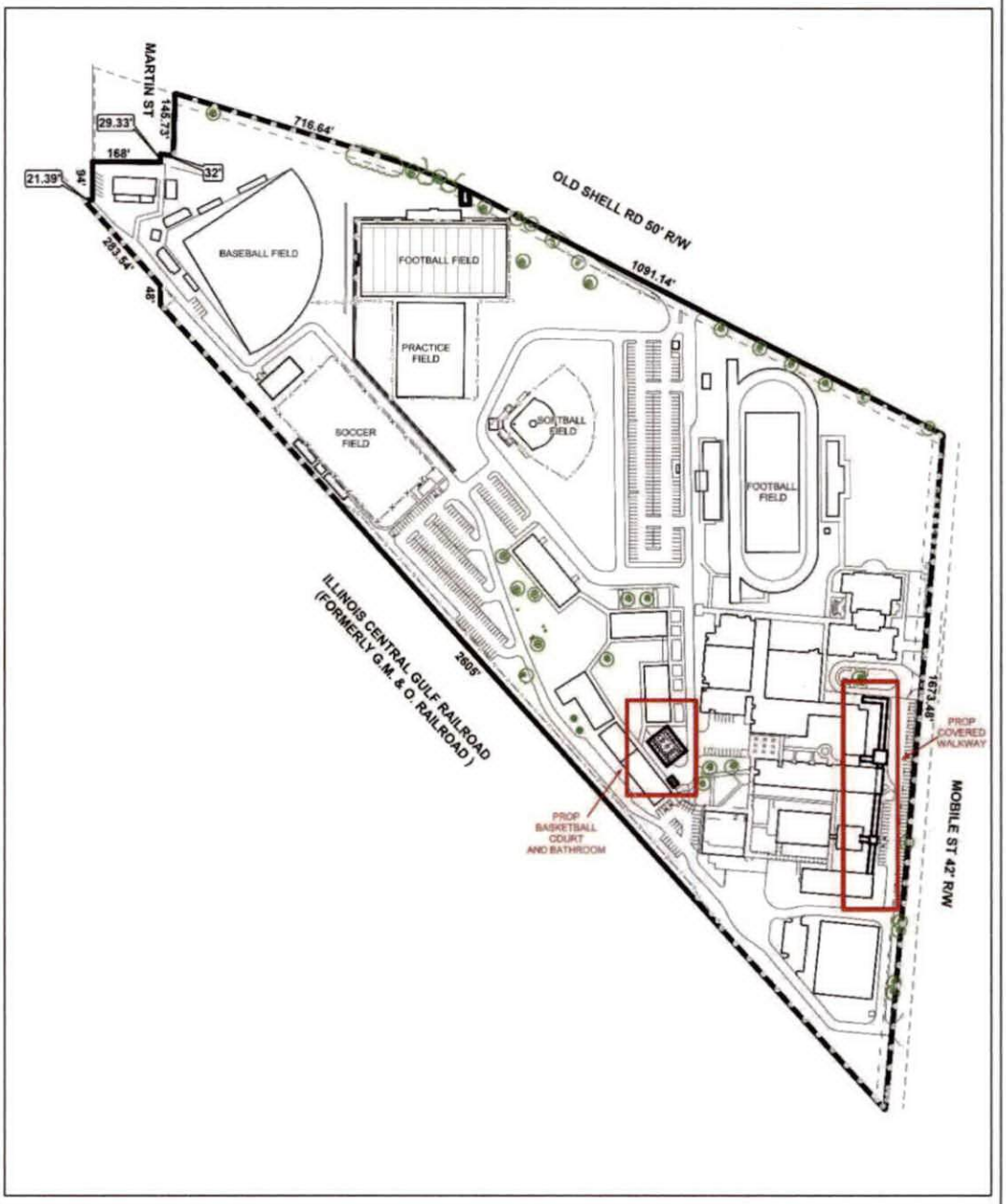
REQUEST PA Modification, PUD Modification

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

N

NTS

SITE PLAN



The site plan illustrates existing buildings, drives, sports fields, and setbacks.

APPLICATION NUMBER	12	DATE	January 15, 2026
APPLICANT	UMS Wright Preparatory School		
REQUEST	PA Modification, PUD Modification		

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)	■	U S	U S	U 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)	■					○								■	■	■		○											

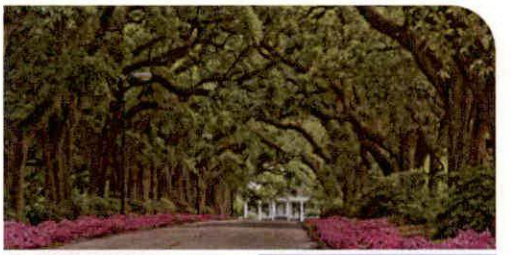
INSTITUTIONAL LAND USE (INS)

This designation includes land and buildings occupied by municipal and other governmental agencies for the exercise of their functions, to serve the public or provide a civic use or amenity. These include major libraries, airports, public schools and public safety facilities. Semi-public uses such as schools, colleges and universities, hospitals, and other major institutions that serve the public and/or operate in a public function are included.

Development Features

- The specific location and design of these complementary uses is subject to zoning. In some cases, depending on ownership, these areas may not be subject to City zoning.
- Small-scale properties (less than 2 acres) accommodating subsidiary public and semi-public facilities, such as branch libraries, substations, satellite clinics, etc., may not be specifically called out in the FLUM under this land use designation, but may instead be considered part of the array of integrated complementary uses typically found in a residential neighborhood or a mixed-use center or corridor.

Character Example







PARKS AND OPEN SPACE (POS)

This designation applies to land maintained in a natural, semi-natural state, or developed with facilities and set aside for human enjoyment and recreation or for the protection of wildlife or natural habitats. This designation includes existing parks, squares, playgrounds, playfields, gardens, greens, cemeteries, greenways and blueways, and other recreational areas and facilities that are accessible to the public. These areas are generally owned by a public entity but may include some privately owned areas that have been designated as open space. This designation is not intended to identify public land acquisition or to prohibit the development potential of individual privately-owned properties.

Character Example





RESOLUTION

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

Adopted:

_____

City Clerk

Notice of Public Hearing for the Proposed Modification
of a Previously Approved Planned Unit Development
for Property Located at 65 Mobile Street

Pursuant to Resolution of the Mobile, Alabama City Council adopted **April 7, 2026,** a public hearing will be held on the **12th** day of **May**, 2026 at 10:30 a.m., to consider adoption of an ordinance for the proposed modification of a previously approved Planned Unit Development for property located at 65 Mobile Street.

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

Lisa C. Lambert
City Clerk

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

WHEREAS, a Planned Unit Development was approved on July 20, 2023, to allow multiple buildings on a single building site, located at 65 Mobile Street and described as follows:

LOT 1, UMS-WRIGHT SUBDIVISION AND ADDITION TO LOT 1 AS RECORDED IN MAP BOOK 123, PAGE 91 IN THE OFFICE OF JUDGE OF PROBATE COURT MOBILE COUNTY ALABAMA.

WHEREAS, on December 11, 2025, the owner of said property applied for a Major Modification of the Planned Unit Development allowing multiple buildings on a single building site, to allow construction of a restroom, basketball court, and a covered sidewalk.

WHEREAS, the Planning Commission held a public hearing on the requested Major Modification on January 15, 2026, and recommended approval of the Major Modification of the Planned Unit Development subject to the following conditions:

1. Retention of the note stating that "If any trees are proposed to be removed, the applicant should coordinate with Planning and Zoning and Urban Forestry staff on the location of replacement trees";
2. Submittal to and approval by Planning and Zoning of the revised Modified Planned Unit Development site plan prior to its recording in Probate Court, and provision of a copy of the recorded site plan (hard copy and .pdf) to Planning and Zoning; and,
3. Full compliance with all municipal codes and ordinances.

WHEREAS, the City Council finds that the proposed modification:

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

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

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

1. Retention of the note stating that "If any trees are proposed to be removed, the applicant should coordinate with Planning and Zoning and Urban Forestry staff on the location of replacement trees";
2. Submittal to and approval by Planning and Zoning of the revised Modified Planned Unit Development site plan prior to its recording in Probate Court, and provision of a copy of the recorded site plan (hard copy and .pdf) to Planning and Zoning; and,
3. Full compliance with all municipal codes and ordinances.

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

NOTICE OF HEARING
OF PROPOSED AMENDMENT
TO THE UNIFIED DEVELOPMENT CODE

Notice is hereby given that the Mobile City Council proposes to consider the adoption of the below 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 Mobile City Council in the Auditorium of the Government Plaza in Mobile, Alabama on the 12th day of May, 2026, at 10:30 AM. At such time and place all persons who desire shall have an opportunity to be heard in opposition to or in favor of the amendment.

Synopsis of Proposed Amendment to the Unified Development Code

The proposed amendment to the Unified Development Code was published in full on the 15th day of April, 2026 in the Lagniappe.

The proposed amendment to the Unified Development Code concerns the property within the City of Mobile, located at **65 Mobile Street.**

The proposed amendment will modify a Planned Unit Development that was approved for said location on **July 20, 2023.** The owner of said property has applied for a Major Modification of a previously Planned Unit Development **allowing multiple buildings on a single building site, to allow construction of a restroom, basketball court, and a covered sidewalk.** If approved, the modification will **allow construction of a restroom, basketball court, and a covered sidewalk,** subject to the following proposed conditions: 1. Retention of the note stating that "If any trees are proposed to be removed, the applicant should coordinate with Planning and Zoning and Urban Forestry staff on the location of replacement trees"; 2. Submittal to and approval by Planning and Zoning of the revised Modified Planned Unit Development site plan prior to its recording in Probate Court, and provision of a copy of the recorded site plan (hard copy and .pdf) to Planning and Zoning; and, 3. Full compliance with all municipal codes and ordinances.

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

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

WHEREAS, a Planned Unit Development was approved on **July 20, 2023,** to **allow multiple buildings on a single building site,** located at **65 Mobile Street** and described as follows:

LOT 1, UMS-WRIGHT SUBDIVISION AND ADDITION TO LOT 1 AS RECORDED IN MAP BOOK 123, PAGE 91 IN THE OFFICE OF JUDGE OF PROBATE COURT MOBILE COUNTY ALABAMA.

WHEREAS, on **December 11, 2025**, the owner of said property applied for a Major Modification of the Planned Unit Development **allowing multiple buildings on a single building site, to allow construction of a restroom, basketball court, and a covered sidewalk.**

WHEREAS, the Planning Commission held a public hearing on the requested Major Modification on **January 15, 2026**, and recommended approval of the Major Modification of the Planned Unit Development subject to the following conditions:

1. Retention of the note stating that "If any trees are proposed to be removed, the applicant should coordinate with Planning and Zoning and Urban Forestry staff on the location of replacement trees";
2. Submittal to and approval by Planning and Zoning of the revised Modified Planned Unit Development site plan prior to its recording in Probate Court, and provision of a copy of the recorded site plan (hard copy and .pdf) to Planning and Zoning; and,
3. Full compliance with all municipal codes and ordinances.

WHEREAS, the City Council finds that the proposed modification:

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

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

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

1. Retention of the note stating that "If any trees are proposed to be removed, the applicant should coordinate with Planning and Zoning and Urban Forestry staff on the location of replacement trees";
2. Submittal to and approval by Planning and Zoning of the revised Modified Planned Unit Development site plan prior to its recording in Probate Court, and provision of a copy of the recorded site plan (hard copy and .pdf) to Planning and Zoning; and,
3. 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

UMS Wright Preparatory School
65 Mobile Street
Council District 1
Cory Penn

THE CITY OF MOBILE, AL
Planning & Zoning Department

MOBILE CITY PLANNING COMMISSION

April 1, 2026
City Council
Mobile Government Plaza
Mobile, Alabama 36644

Dear Council Members:

The Mobile City Planning Commission at its meeting on **January 15, 2026,** considered the request of **UMS Wright Preparatory School**, for a Major Modification of a previously approved Planned Unit Development **allowing multiple buildings on a single building site, to allow construction of a restroom, basketball court, and a covered sidewalk,** for the property located at **65 Mobile Street.**

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

1. Retention of the note stating that "If any trees are proposed to be removed, the applicant should coordinate with Planning and Zoning and Urban Forestry staff on the location of replacement trees";
2. Submittal to and approval by Planning and Zoning of the revised Modified Planned Unit Development site plan prior to its recording in Probate Court, and provision of a copy of the recorded site plan (hard copy and .pdf) to Planning and Zoning; and,
3. Full compliance with all municipal codes and ordinances.

Copies of the application and reports are attached.

Sincerely,

Stephen Guthrie

Stephen Guthrie
Deputy Director, Planning & Zoning Department

maf
Attachments

Don Whittington

From: [redacted]
Sent:
To:
Subject:

J.6 # 08506 - 2025

Melissa,
Below are the advertising fees for the PUD & PA modification.

MOD-003572-2025
The advertising fee for this application is based on the current legal description is $364.04. 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.

MOD-003573-2025
The advertising fee for this application is based on the current legal description is $345.80. 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.

[redacted]

Thanks, any way to confirm if council has approved?

I know Tommy A attended the hearing or meeting and it was approved at that, not sure if thats the same.

MELISSA NOLTE
Walcott Adams Verneuille Architects
One South School Street
Fairhope, AL 36532
[redacted]

PLANNING AND ZONING
1 APR 2026 AM 11:26

Received
Michelle French Planning & Zoning

On Mar 30, 2026, at 11:20 AM, [redacted]

THE CITY OF MOBILE, ALABAMA
MOBILE CITY PLANNING COMMISSION

LETTER OF DECISION

January 16, 2026

UMS-Wright Preparatory School
65 North Mobile Street
Mobile, Alabama 36607

Re: 65 Mobile Street
MOD-003573-2025
UMS Wright Preparatory School
District 1
Major Modification of a previously approved Planned Unit Development allowing multiple buildings on a single building site, to allow construction of a restroom, basketball court, and a covered sidewalk

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

At its meeting on January 15, 2026, the Planning Commission considered the above referenced application.

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

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

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

1. Retention of the note stating that "If any trees are proposed to be removed, the applicant should coordinate with Planning and Zoning and Urban Forestry staff on the location of replacement trees";
2. Submittal to and approval by Planning and Zoning of the revised Modified PUD site plan prior to its recording in Probate Court, and provision of a copy of the recorded site plan (hard copy and .pdf) to Planning and Zoning; and,
3. Full compliance with all municipal codes and ordinances.

The advertising fee for this application is based on the current legal description is **$345.80.** Upon receipt of this fee (*check made out to the "City of Mobile"*), your application will be forwarded to the City Clerk's office to be scheduled for public hearing by the City Council.

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

If you have any questions regarding this action, please call this office at [redacted]

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:	65 North Mobile Street Al 36607	
Email:	todd@ums-wright.org	
Phone:	251.656.0950	
Email:		
Name:	Todd Morris Finance Director | UMS-Wright Preparatory School	

[redacted]

	Owner	Design Professional
Name:	UMS-Wright Preparatory School	
Firm:		
Phone:	[redacted]	
Email:		
Address:		

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

PART OF LOT 1 UMS-WRIGHT SUBDIVISION RESUBDIVISION AND ADDITION TO LOT 1 — 52.19+-

Property Address — Property Area (acres or square feet)

R022908184002100.000, R022908184002101.000, R022908191001002.000, R022908173000019.000,R022907230003358.000, R022907230006185.000

Parcel Number(s) or Key Number(s)

R-1

Present Zoning or Transect District — Proposed Zoning or Transect District (if applicable)

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

This requirement applies to any of the following applications:

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

Have you provided the required Neighborhood Meeting Documentation, if applicable? ☐ Yes ☐ No

4. LABELS FOR NOTIFICATION Provide the names and complete addresses of owners of property lying within 300 feet of the property in this application, as shown by the latest assessment records of the Mobile County Revenue Commissioner's Office located in the plat and map room. ALL property ownership information provided for notification MUST be verified through Probate Court records. Each name and address must be TYPED on a standard size (approximately 1" x 2-5/8") white self-adhesive label. Include one (1) label with the APPLICANT'S name and address, plus one (1) label with the OWNER'S name and address (if applicant and owner differ). A PHOTOCOPY OF THE TYPED LABELS MUST ALSO BE SUBMITTED. (Please use 8_1/2" x 11" sheets of labels).

5. SIGNATURE It is warranted in good faith by the applicant whose name is signed hereto that all of the above facts are true and correct.

Owner Signature — Date

Applicant or Agent Signature (if applicable) — 12/9/2025 — Date

AGREEMENT ALLOWING THE CITY OF MOBILE TO POST PUBLIC NOTICE SIGNS ON PROPERTY PENDING BEFORE THE MOBILE CITY PLANNING COMMISSION

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

Applicant or Agent Signature — 12/9/2025 — Date

CHECKLIST D

Previously approved Planning Approvals and Planned Unit Developments

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

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

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

---

1. Describe how the proposal aligns with the Comprehensive Plan, Map for Mobile.
   The new basketball court will be another addition to UMS-Wright's diverse athletic facilities to promote physical fitness, sportsmanship and team play for students of all ages.

   Future Land Use Map (FLUM) Designation

2. Describe how is the proposal and plan compatible with the character of the surrounding neighborhood.
   UMS-Wright has operated in harmony with the surrounding neighborhood for many years.

3. Describe how the proposal prevents impacts on the development or improvement of adjacent property.
   Although UMS-Wright property is zoned R-1 and operating as business, all surrounding adjacent properties are zoned B-3 Community Business with daytime/weekday operating hours. Any after hour or weekend use should have no effect on their normal business operations.

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

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

6. Please provide the following information:

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

The new administrative building entrance will be approximately 24 feet to peak of roof.

Library facade improvements are approximately 30 feet high.

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

The UMS-Wright is landscaped with numerus trees, shrubs, hedges and other vegetation throughout the campus.

☐ Lighting:

The areas of new construction has existing lighting.

☐ Hours of operation:

7:30 AM to 3:00 PM

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

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

The proposed basketball court will not add too or create any of the elements listed above.

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

By providing education and physical fitness benefits.

[redacted]

City of Mobile · Planning & Zoning

Plan Submission Contact Information

Name of Project: UMS-Wright PUD Modifications

Address: 65 N. Mobile Street, Mobile Al 36607

Owner: UMS-Wright Preparatory School

Add: 65 N. Mobile Street, Mobile Al 36607 36607

Pho: [redacted]

Authorized Agent: McCrory & Williams

Address: 3207 International Dr. Mobile Al Zip Code: 36606

Phon: [redacted]

Contractor: U/K

Address: Zip Code:

Phone: Fax: Email:

Civil Engineer: McCrory & Williams

Addr: 3207 International Dr. Mobile Al Zip Code: 36606

Pho: [redacted]

Architect: Walcott, Adams,Verneville

Address: 1, South School St. Fairhope Al Zip Code: 36532

P: [redacted]

Submitted by:

Signature: Don Whittington

Print

Date: 12.9.25

Affiliation to project/Organization: Project Manager

[redacted]

ed May 2020

City of Mobile • Planning & Zoning

Corporate Letter of Authorization

I, FRANKLIN, give authority for the following person(s) to execute all documents and activities (including but not limited to: submitting and signing for associated applications for consideration by the Mobile City Planning Commission and/or Board of Zoning Adjustment) with the City of Mobile Planning & Zoning Department, on behalf of VMS-Wright, a corporation for the property located within the city limits of Mobile, Alabama at 65 Mobile Street Mobile AL 36607

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.

DOUG BARBER
Designee (1)

TODD MORRIS
Designee (2)

[redacted]

Signature of Company Owner

12/15/2025
Date

[redacted]

Revised February 2022

Outlook

Re: UMS Wright Preparatory School (Planned Unit Development MOD-003573-2025)

[redacted]

Good morning,

We have completed our review of the Major Modification application referenced above. An invoice for the application fees has been issued. **Please note that the application will not be considered complete until all fees have been processed.**

If all fees are paid **by noon on Wednesday, December 17, 2025**, the application will be considered **complete** and placed on the agenda for the **January 15, 2025,** Planning Commission meeting. If this deadline is not met, the application will be **held over** until it is complete.

IMPORTANT
The City of Mobile Planning and Zoning Department will **never request payment via wire transfer** or any other suspicious method. If you receive any questionable communication claiming to be from our department, please report it immediately to: planning@cityofmobile.org.

If you have any questions or need further clarification, please do not hesitate to contact us.

Regards,
Logan Anderson
Principal Planner
Build Mobile
[redacted]

BUILDMOBILE

From: Anderson, Logan <dloganander son@cityofmobile.org>
Sent: Monday, December 15, 2025 2:41 PM
[redacted]

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

1. **Owner Authorization:** Please provide an authorization letter issued by UMS Wright Preparatory School explicitly authorizing the person signing the application to act on their behalf.
2. **DWG File Submission:** If you have not already done so, please submit the **DWG AutoCAD file** for the site plan to our GIS staff. For your convenience, **Tori** has been copied on this message.

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

If all requirements are fulfilled **by noon on Wednesday, December 17, 2025**, the application will be considered **complete** and placed on the agenda for the **January 15, 2025,** Planning Commission meeting. If this deadline is not met, the application will be **held over** until it is complete.

If you have any questions or need further clarification, please do not hesitate to contact us.

Regards,
Logan Anderson
Principal Planner
Build Mobile
[redacted]

BUILDMOBILE

[redacted]

Good afternoon,

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

1. **Complete Application:** It appears we're missing the first page of the Planning Commission application. Please upload to the case accordingly.
2. **Owner Authorization:** Please provide an authorization letter issued by UMS Wright Preparatory School explicitly authorizing the person signing the application to act on their behalf.
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Regards,
Logan Anderson
Principal Planner
Build Mobile
[redacted]

BUILDMOBILE

Outlook

UMS Wright Preparatory School (Planned Unit Development MOD-003573-2025)

[redacted]

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Regards,
Logan Anderson
Principal Planner
Build Mobile

[redacted]

BUILDMOBILE

Outlook

Re: UMS Wright Preparatory School (Planned Unit Development MOD-003573-2025)

[redacted]

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Regards,
Logan Anderson
Principal Planner
Build Mobile
[redacted]

BUILDMOBILE

[redacted]

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If you have any questions or need further clarification, please do not hesitate to contact us.

Regards,
Logan Anderson
Principal Planner
Build Mobile
[redacted]

BUILDMOBILE

	Owner	Design Professional
Name:	UMS-Wright Preparatory School	
Firm:		
Phone:	[redacted]	
Email:		
Address:		

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

PART OF LOT 1 UMS-WRIGHT SUBDIVISION RESUBDIVISION AND ADDITION TO LOT 1 — 52.19+-

Property Address — Property Area (acres or square feet)

R022908184002100.000, R022908184002101.000, R022908191001002.000, R022908173000018.000,R022907230003358.000, R022907230006185.000

Parcel Number(s) or Key Number(s)

R-1

Present Zoning or Transect District — Proposed Zoning or Transect District (if applicable)

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

This requirement applies to any of the following applications:

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

Have you provided the required Neighborhood Meeting Documentation, if applicable? ☐ Yes ☐ No

4. LABELS FOR NOTIFICATION Provide the names and complete addresses of owners of property lying within 300 feet of the property in this application, as shown by the latest assessment records of the Mobile County Revenue Commissioner's Office located in the plat and map room. ALL property ownership information provided for notification MUST be verified through Probate Court records. Each name and address must be TYPED on a standard size (approximately 1" x 2-5/8") white self-adhesive label. Include one (1) label with the APPLICANT'S name and address, plus one (1) label with the OWNER'S name and address (if applicant and owner differ). A PHOTOCOPY OF THE TYPED LABELS MUST ALSO BE SUBMITTED. (Please use 8_1/2" x 11" sheets of labels).

5. SIGNATURE It is warranted in good faith by the applicant whose name is signed hereto that all of the above facts are true and correct.

Owner Signature — Date

Applicant or Agent Signature (if applicable) — 12/9/2025 — Date

AGREEMENT ALLOWING THE CITY OF MOBILE TO POST PUBLIC NOTICE SIGNS ON PROPERTY PENDING BEFORE THE MOBILE CITY PLANNING COMMISSION

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

Applicant or Agent Signature — 12/9/2025 — Date

Planning Commission Ap[redacted]

CHECKLIST D

Previously approved Planning Approvals and Planned Unit Developments

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

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

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

---

1. Describe how the proposal aligns with the Comprehensive Plan, Map for Mobile.
   The new basketball court will be another addition to UMS-Wright's diverse athletic facilities to promote physical fitness, sportsmanship and team play for students of all ages.

   Future Land Use Map (FLUM) Designation

2. Describe how is the proposal and plan compatible with the character of the surrounding neighborhood.
   UMS-Wright has operated in harmony with the surrounding neighborhood for many years.

3. Describe how the proposal prevents impacts on the development or improvement of adjacent property.
   Although UMS-Wright property is zoned R-1 and operating as business, all surrounding adjacent properties are zoned B-3 Community Business with daytime/weekday operating hours. Any after hour or weekend use should have no effect on their normal business operations.

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

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

[redacted]

6. Please provide the following information:

☐ The location, type and height of buildings or structures: (e.g., The existing structure is 24 feet tall)
The new administrative building entrance will be approximately 24 feet to peak of roof.
Library facade improvements are approximately 30 feet high.

☐ The type and location of landscaping and screening: (e.g., A row of shrubs is located along the western edge of the property)
The UMS-Wright is landscaped with numerus trees, shrubs, hedges and other vegetation throughout the campus.

☐ Lighting:
The areas of new construction has existing lighting.

☐ Hours of operation:
7:30 AM to 3:00 PM

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

7. Describe how the proposal will minimize elements that may be noxious or offensive by reason of emissions, vibration, noise, odor, dust, smoke or gas; or have elements that are detrimental to the public health, safety or general welfare.
The proposed basketball court will not add too or create any of the elements listed above.

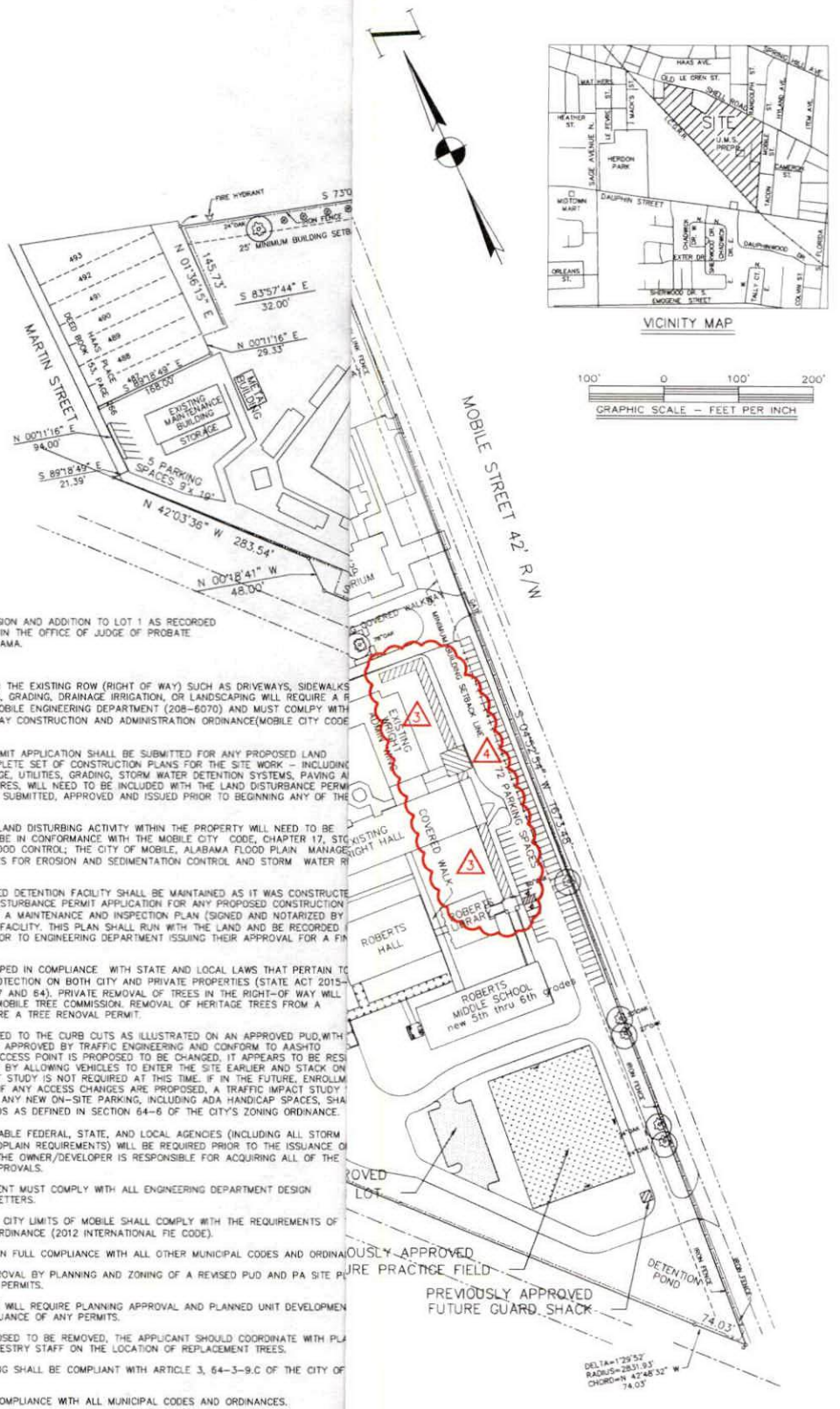
8. Describe how the proposal is in the City's or the larger community's best interest and what needs, benefits, or public purposes it serves.
By providing education and physical fitness benefits.

[redacted]

UMS-WRIGHT PREPARATORY SCHOOL

Description and Justification Letter:

UMS-Wright has existed and operated as a school for many years in an R-1 Zone. In their continuing efforts to provide a quality education and physical fitness curriculum, they are requesting a revision to the previously approved PUD & PA. The improvements will consist of the addition of a small bathroom, basketball court, covered sidewalk and improvements to the library building facade.



DESCRIPTION:

LOT 1, UMS-WRIGHT SUBDIVISION AND ADDITION TO LOT 1 AS RECORDED IN MAP BOOK 123, PAGE 91 IN THE OFFICE OF JUDGE OF PROBATE COURT MOBILE COUNTY ALABAMA.

NOTES:

1. ANY WORK PERFORMED IN THE EXISTING ROW (RIGHT OF WAY) SUCH AS DRIVEWAYS, SIDEWALKS UTILITY, UTILITY CONNECTIONS, GRADING, DRAINAGE IRRIGATION, OR LANDSCAPING WILL REQUIRE A R PERMIT FROM THE CITY OF MOBILE ENGINEERING DEPARTMENT (208-6070) AND MUST COMLPY WITH 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. A COMPLETE SET OF CONSTRUCTION PLANS FOR THE SITE WORK – INCLUDING BUT NOT LIMITED TO, DRAINAGE, UTILITIES, GRADING, STORM WATER DETENTION SYSTEMS, PAVING A ALL ABOVE GROUND STRUCTURES, WILL NEED TO BE INCLUDED WITH THE LAND DISTURBANCE PERMI THIS PERMIT MUST BE TO BE SUBMITTED, APPROVED AND ISSUED PRIOR TO BEGINNING ANY OF THE CONSTRUCTION.

3. ANY AND ALL PROPOSED LAND DISTURBING ACTIVITY WITHIN THE PROPERTY WILL NEED TO BE SUBMITTED FOR REVIEW AND BE IN CONFORMANCE WITH THE MOBILE CITY CODE, CHAPTER 17, STO WATER MANAGEMENT AND FLOOD CONTROL; THE CITY OF MOBILE, ALABAMA FLOOD PLAIN MANAGE PLAN (1984); AND, THE RULES FOR EROSION AND SEDIMENTATION CONTROL AND STORM WATER R CONTROL.

4. ANY EXISTING OR PROPOSED DETENTION FACILITY SHALL BE MAINTAINED AS IT WAS CONSTRUCTE AND APPROVED. THE LAND DISTURBANCE PERMIT APPLICATION FOR ANY PROPOSED CONSTRUCTION INCLUDES A REQUIREMENT OF A MAINTENANCE AND INSPECTION PLAN (SIGNED AND NOTARIZED BY OWNER) FOR THE DETENTION FACILITY. THIS PLAN SHALL RUN WITH THE LAND AND BE RECORDED COUNTY PROBATE OFFICE PRIOR TO ENGINEERING DEPARTMENT ISSUING THEIR APPROVAL FOR A FIN CERTIFICATE OF OCCUPANCY.

5. PROPERTY TO BE DEVELOPED IN COMPLIANCE WITH STATE AND LOCAL LAWS THAT PERTAIN TO TREE PRESERVATION AND PROTECTION ON BOTH CITY AND PRIVATE PROPERTIES (STATE ACT 2015- AND CITY CODE CHAPTERS 57 AND 64). PRIVATE REMOVAL OF TREES IN THE RIGHT-OF WAY WILL REQUIRE APPROVAL OF THE MOBILE TREE COMMISSION. REMOVAL OF HERITAGE TREES FROM A COMMERCIAL SITE WILL REQUIRE A TREE RENOVAL PERMIT.

6. ACCESS TO THE SITE LIMITED TO THE CURB CUTS AS ILLUSTRATED ON AN APPROVED PUD, WITH LOCATION AND DESIGN TO BE APPROVED BY TRAFFIC ENGINEERING AND CONFORM TO AASHTO STANDARDS. ALTHOUGH AN ACCESS POINT IS PROPOSED TO BE CHANGED, IT APPEARS TO BE RESI IN AN OVERALL IMPROVEMENT BY ALLOWING VEHICLES TO ENTER THE SITE EARLIER AND STACK ON PROPERTY. A TRAFFIC IMPACT STUDY IS NOT REQUIRED AT THIS TIME. IF IN THE FUTURE, ENROLLM CAPACITY IS INCREASED, OR IF ANY ACCESS CHANGES ARE PROPOSED, A TRAFFIC IMPACT STUDY BE REQUIRED FOR THIS SITE. ANY NEW ON-SITE PARKING, INCLUDING ADA HANDICAP SPACES, SHA MEET THE MINIMUM STANDARDS AS DEFINED IN SECTION 64-6 OF THE CITY'S ZONING ORDINANCE.

7. THE APPROVAL OF APPLICABLE FEDERAL, STATE, AND LOCAL AGENCIES (INCLUDING ALL STORM RUNOFF, WETLAND AND FLOODPLAIN REQUIREMENTS) WILL BE REQUIRED PRIOR TO THE ISSUANCE O LAND DISTURBANCE PERMIT. THE OWNER/DEVELOPER IS RESPONSIBLE FOR ACQUIRING ALL OF THE NECESSARY PERMITS AND APPROVALS.

8. THE PROPOSED DEVELOPMENT MUST COMPLY WITH ALL ENGINEERING DEPARTMENT DESIGN REQUIREMENTS AND POLICY LETTERS.

9. ALL PROJECTS WITHIN THE CITY LIMITS OF MOBILE SHALL COMPLY WITH THE REQUIREMENTS OF CITY OF MOBILE FIRE CODE ORDINANCE (2012 INTERNATIONAL FIE CODE).

10. DEVELOPMENT SHALL BE IN FULL COMPLIANCE WITH ALL OTHER MUNICIPAL CODES AND ORDINA

11. SUBMISSION TO AND APPROVAL BY PLANNING AND ZONING OF A REVISED PUD AND PA SITE PL PRIOR TO ANY REQUEST FOR PERMITS.

12. ANY FUTURE DEVELOPMET WILL REQUIRE PLANNING APPROVAL AND PLANNED UNIT DEVELOPMEN APPROVAL PRIOR TO THE ISSUANCE OF ANY PERMITS.

13. IF ANY TREES ARE PROPOSED TO BE REMOVED, THE APPLICANT SHOULD COORDINATE WITH PLA AND ZONING AND URBAN FORESTRY STAFF ON THE LOCATION OF REPLACEMENT TREES.

14. NEW PARKING LOT LIGHTING SHALL BE COMPLIANT WITH ARTICLE 3, 64-3-9.C OF THE CITY OF MOBILE ZONING ORDINANCE.

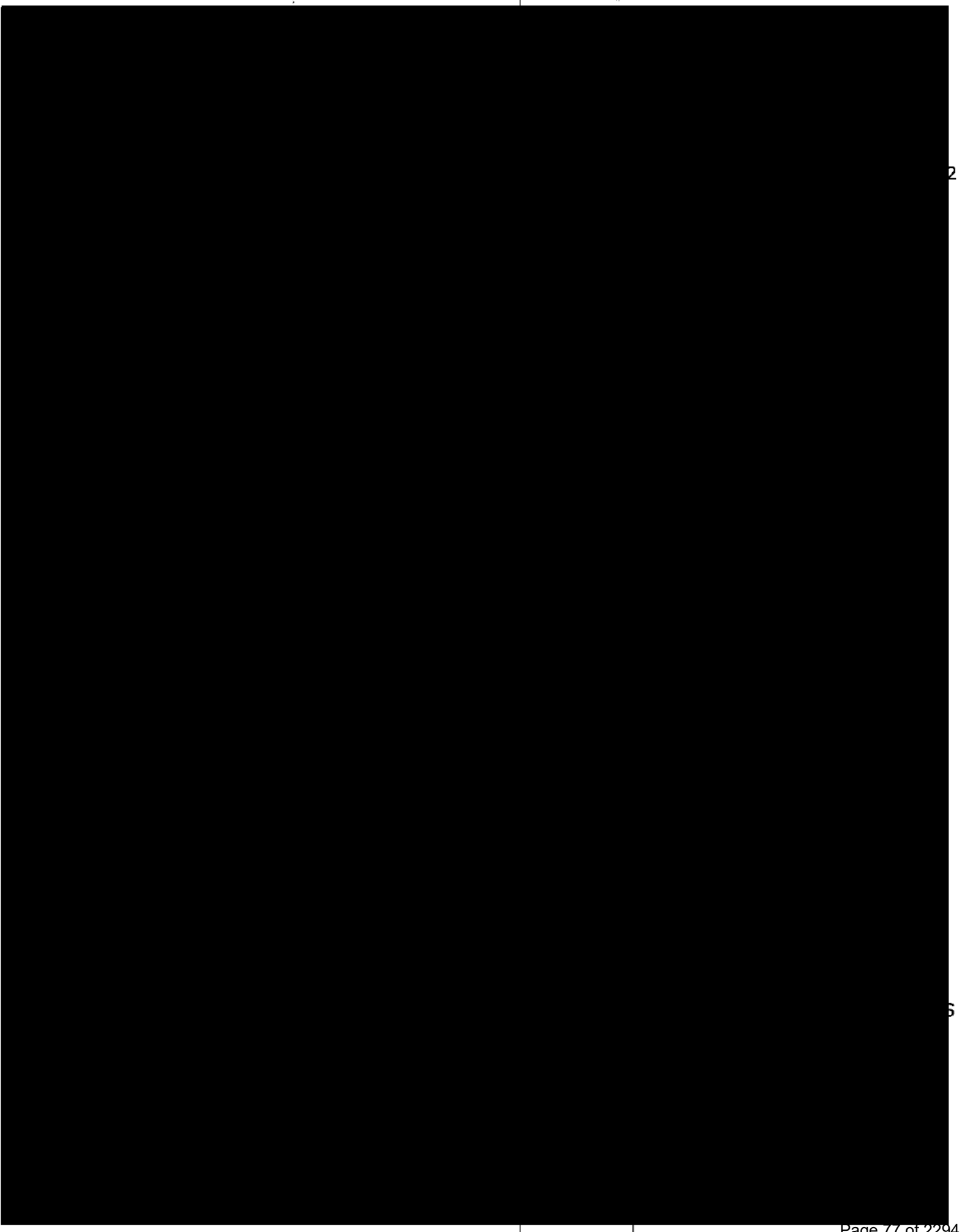
15. PUD SHALL BE IN FULL COMPLIANCE WITH ALL MUNICIPAL CODES AND ORDINANCES.

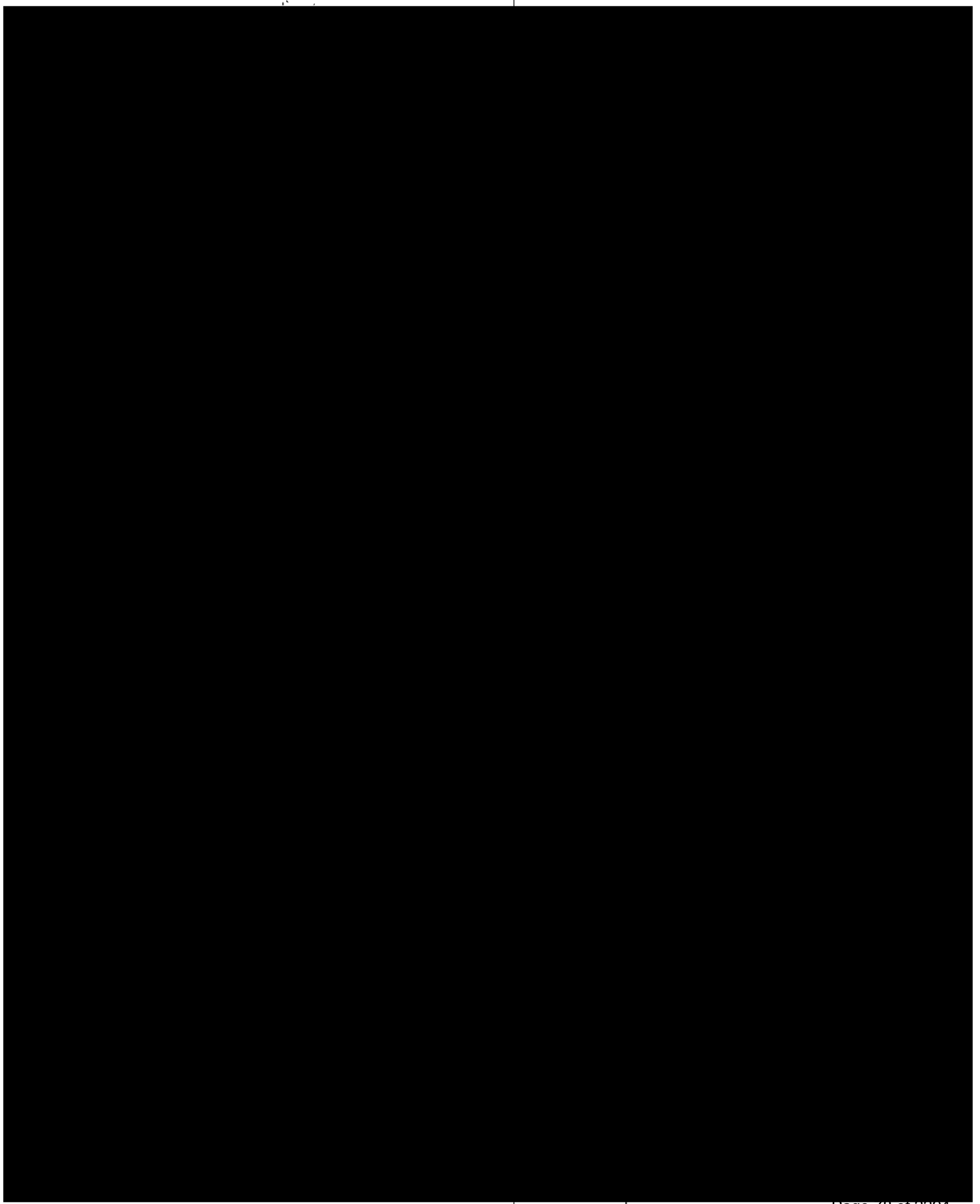
G:\U8506-UMS Wright\PUDS\PUD 6.12.23\UMS WRIGHT-PUD 12.8.25.DWG

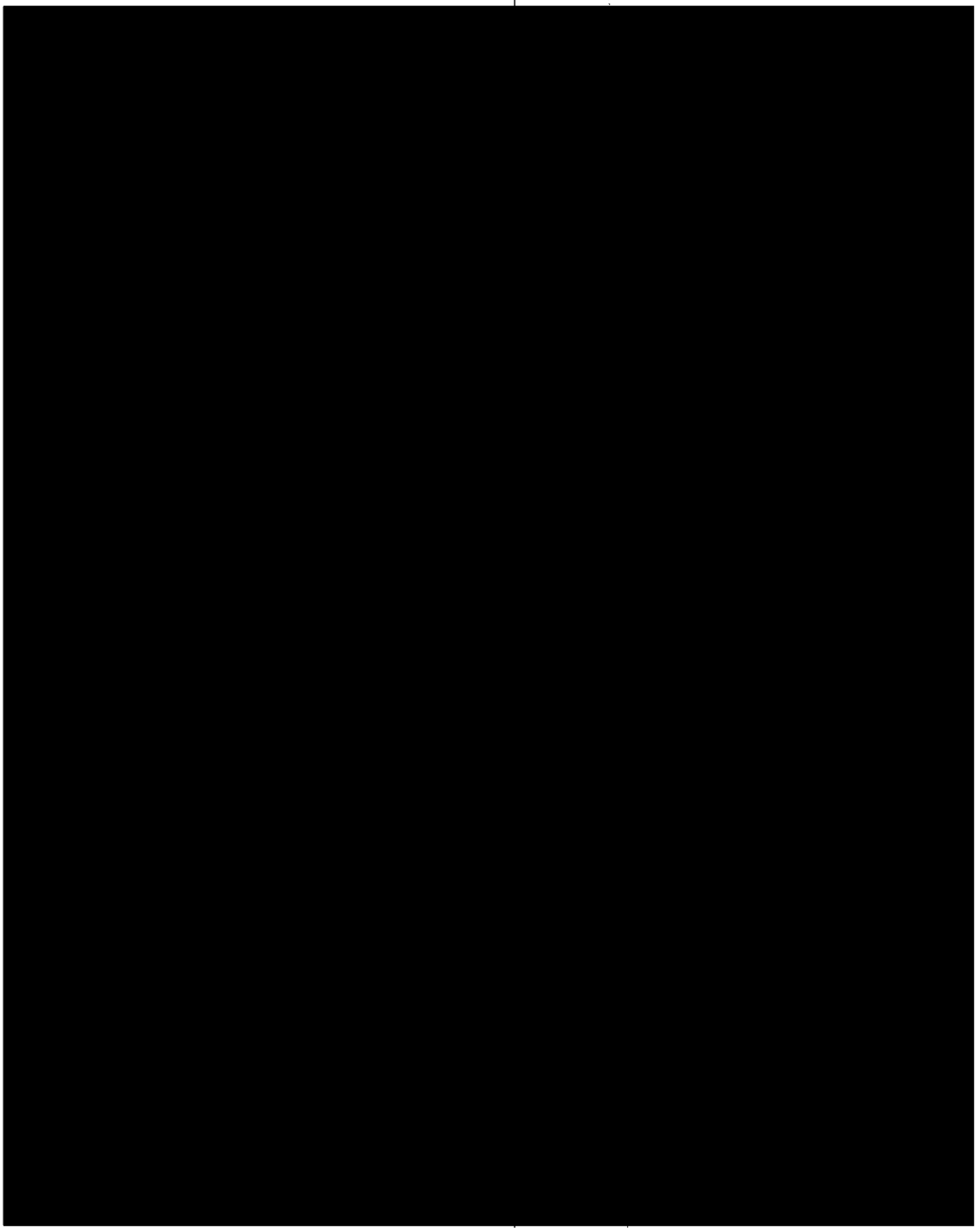
REVISIONS
REVISED JUNE 12, 2023: ADDITION TO MOORER HALL, PARKING LOT, PRACTICE FIRLE & GUARD SHACK

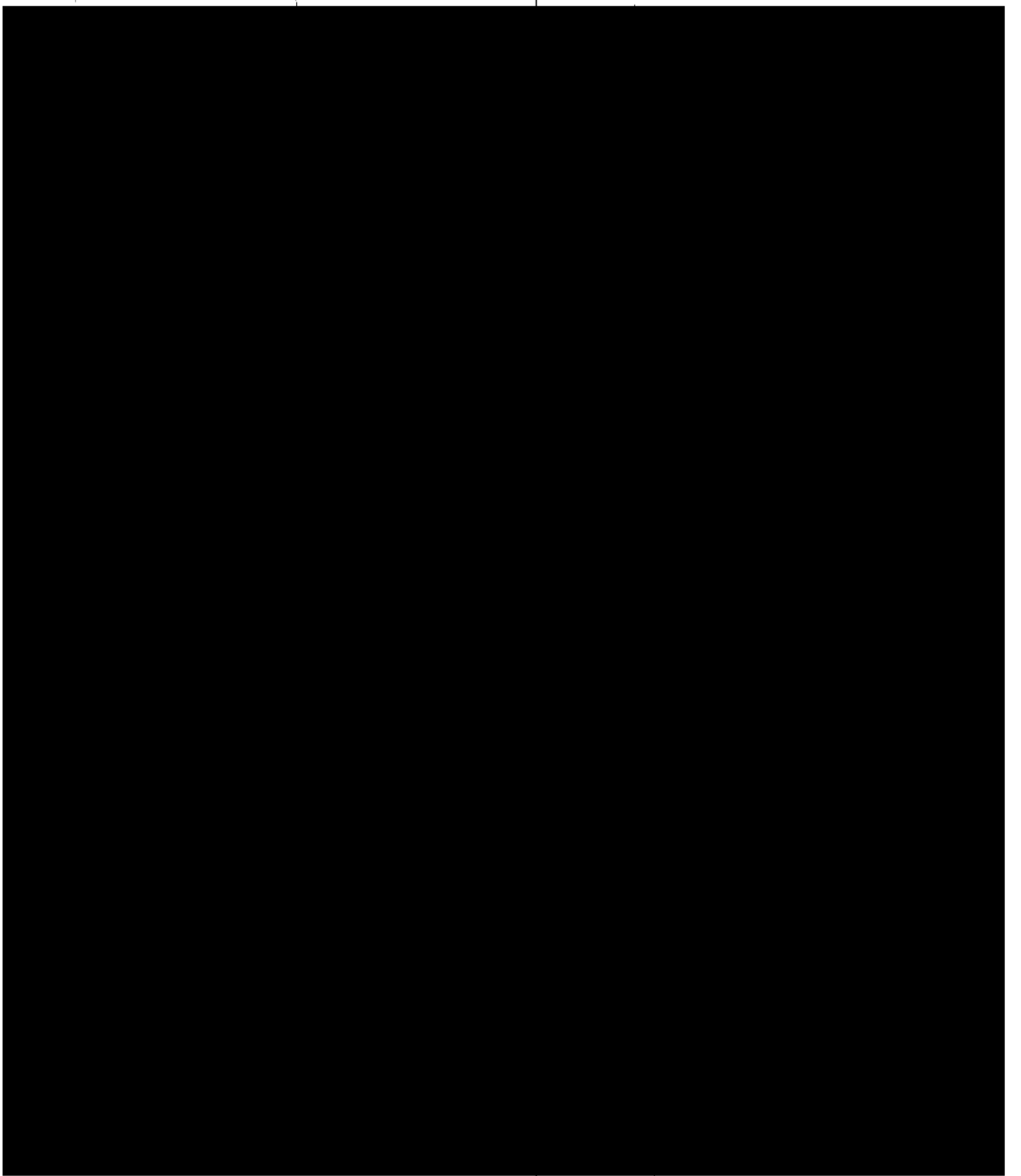
PROVAL (REVISED PA-001107-2019)
for
RIGHT PREPARATORY SCHOOL
OUTH, RANGE 1 WEST, MOBILE COUNTY, ALABAMA

	DRAWN BY: D.W.	APPROVED BY:	SHEET 1 OF 1









Agenda Item #: 12

MOD-003572-2025 & MOD-003573-2025

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

Applicant Materials for Consideration – Planned Unit Development Modification

Applicant Materials for Consideration – Planning Approval Modification

DETAILS

Location:
65 Mobile Street

Applicant / Agent:
UMS Wright Preparatory School

Property Owner:
UMS-Wright Corporation

Current Zoning:
R-1, Single-Family Residential Suburban District

Future Land Use:
Institutional

Applicable Codes, Policies, and Plans:

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

Schedule for Development:

- Not provided

Proposal:

- Modification of a previously approved Planned Unit Development
- Modification of a previously approved Planning Approval

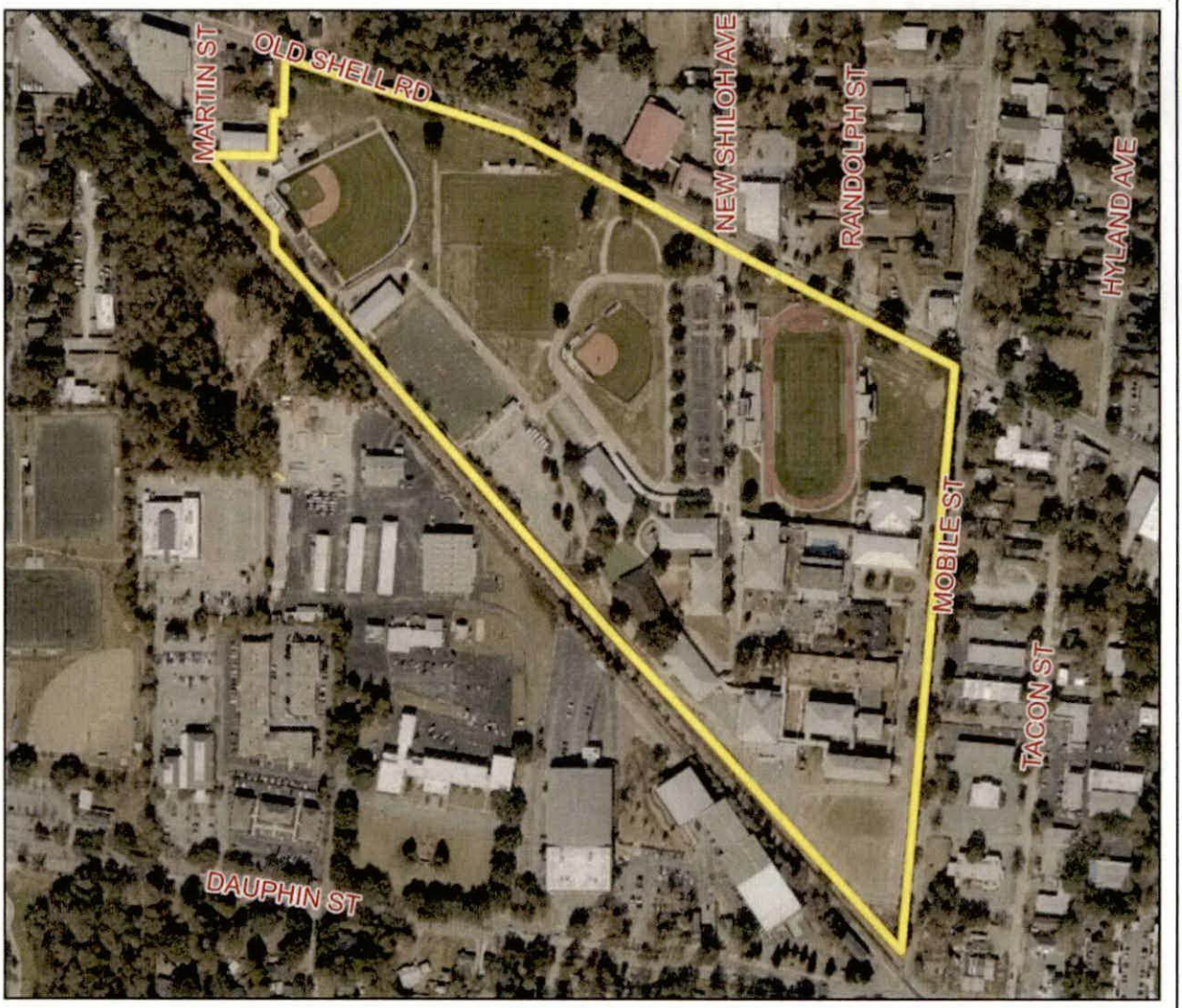
Considerations:

1. Modification of a previously approved Planned Unit Development with three (3) conditions; and
2. Modification of a previously approved Planning Approval with three (3) conditions.

Report Contents: **Page**

Context Map 2
Site History 3
Staff Comments 3
Commission Considerations 4
Exhibits 6

PLANNING COMMISSION
VICINITY MAP - EXISTING AERIAL



The site is surrounded by commercial and residential units.

APPLICATION NUMBER 12 DATE January 15, 2026

APPLICANT UMS Wright Preparatory School

REQUEST PA Modification, PUD Modification

N

NTS

SITE HISTORY

Since 1988, the subject site has been the subject of numerous Planning Approvals (PAs) to allow a private school in an R-1 district, and Planned Unit Developments (PUDs) to allow multiple buildings on a single building site, with shared access between multiple building sites. The most recent of these applications were approved by the Planning Commission at its July 20, 2023 meeting to allow for construction of an addition to a kindergarten classroom, a practice field, a guard shack, and a parking lot with 21 parking spaces.

STAFF COMMENTS

Engineering Comments:

Planned Unit Development Modification (MOD-003573-2025)

Retain NOTES #1 - #6, as shown on the PUD SITE PLAN Sheet C-100.

Planning Approval Modification (MOD-003572-2025)

No comments.

Traffic Engineering Comments:

Access to the site is limited to the driveways shown on the approved PUD plan with 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 subject site is developed as an existing private school in an R-1, Single-Family Residential Suburban District. The applicant wishes to construct a basketball court, a small bathroom, a covered sidewalk, and improvements to the library building façade. As PAs and PUDs are site plan specific, and the proposed changes are not considered minor changes, the site is required to obtain Modification approval in order to proceed with the construction.

All of the proposed improvements are contained within the existing boundaries of the school property, with no improvements made within any required setbacks.

None of the proposed improvements to the site will increase the minimum parking requirements for the site.

It is unclear if the proposed additions to the site will result in the removal of any required trees. If trees are to be removed, the applicant should coordinate with staff to insure the site maintains compliance with the tree plans on file. A note on the site plan states this, and should be retained on the site plan, if approved.

PLANNING APPROVAL / PLANNED UNIT DEVELOPMENT MODIFICATION CONSIDERATIONS

Standards of Review:

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

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

1. Is consistent with all applicable requirements of this Chapter;
2. Is compatible with the character of the surrounding neighborhood;
3. Will not impede the orderly development and improvement of surrounding property;
4. Will not adversely affect the health, safety or welfare of persons living or working in the surrounding neighborhood, or be more injurious to property or improvements in the neighborhood:

    a. In making this determination, the Planning Commission and City Council shall consider the location, type and height of buildings or structures, the type and extent of landscaping and screening, lighting, hours of operation or any other conditions that mitigate the impacts of the proposed development; and
    b. Includes adequate public facilities and utilities;

5. Is subject to adequate design standards to provide ingress and egress that minimize traffic hazards and traffic congestion on the public roads;
6. Is not noxious or offensive by reason of emissions, vibration, noise, odor, dust, smoke or gas; and
7. Shall not be detrimental or endanger the public health, safety or general welfare.
8. Benefits Consideration. In addition, consideration should also be given to the City's and the larger community's best interests and the need, benefit, or public purpose of the proposed request.

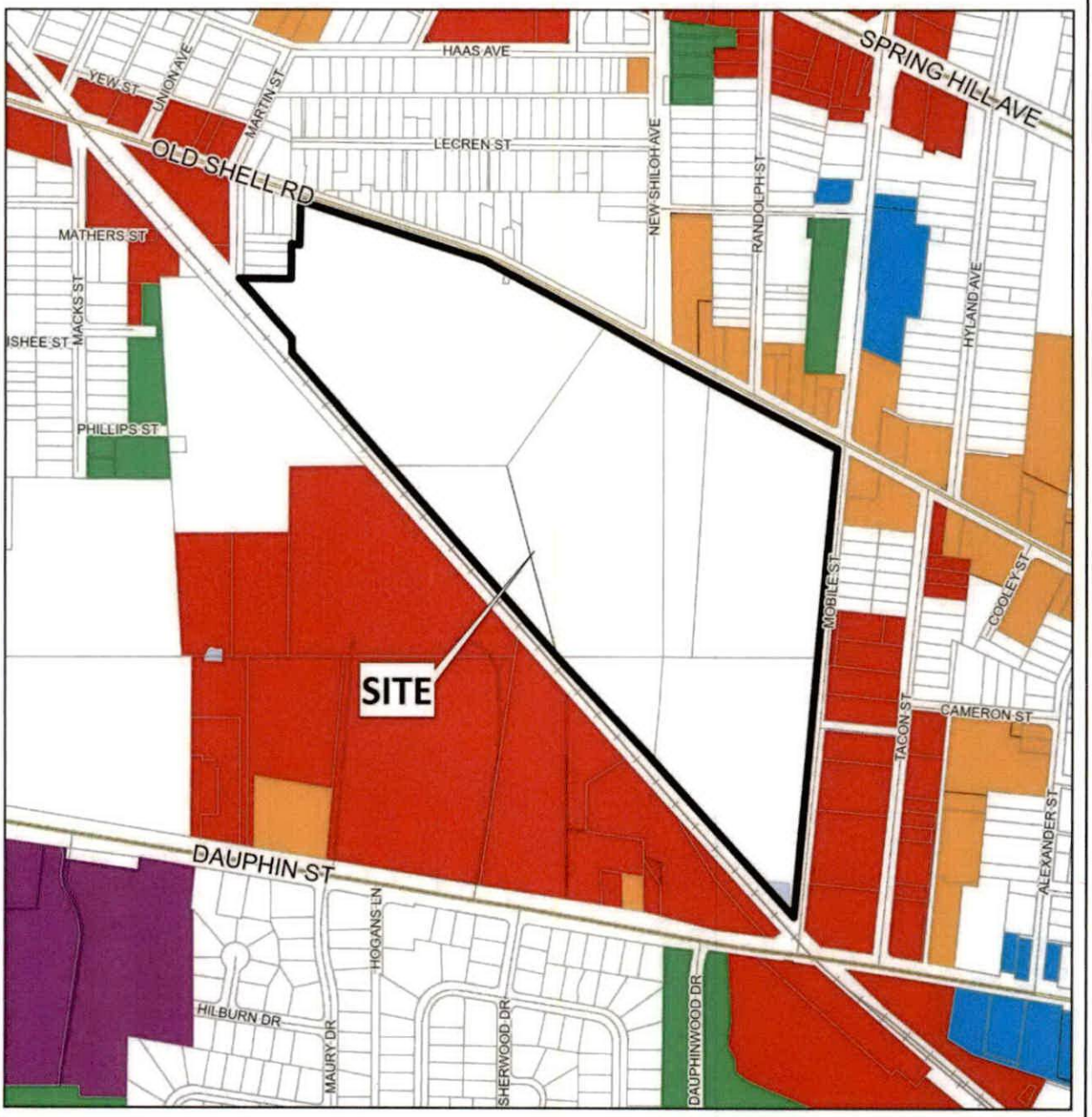
The applicant's responses to address the above criteria are available in the link on page one (1).

Considerations:

If the Planning Commission considers a recommendation of approval of the Modified Planning Approval / Planned Unit Development, the following conditions should apply:

1. Retention of the note stating that "If any trees are proposed to be removed, the applicant should coordinate with Planning and Zoning and Urban Forestry staff on the location of replacement trees";
2. Submittal to and approval by Planning and Zoning of the revised Modified Planned Unit Development site plan prior to its recording in Probate Court, and provision of a copy of the recorded site plan (hard copy and .pdf) to Planning and Zoning; and,
3. Full compliance with all municipal codes and ordinances.

LOCATOR ZONING MAP



APPLICATION NUMBER 12 DATE January 15, 2026

APPLICANT UMS Wright Preparatory School

REQUEST PA Modification, PUD Modification

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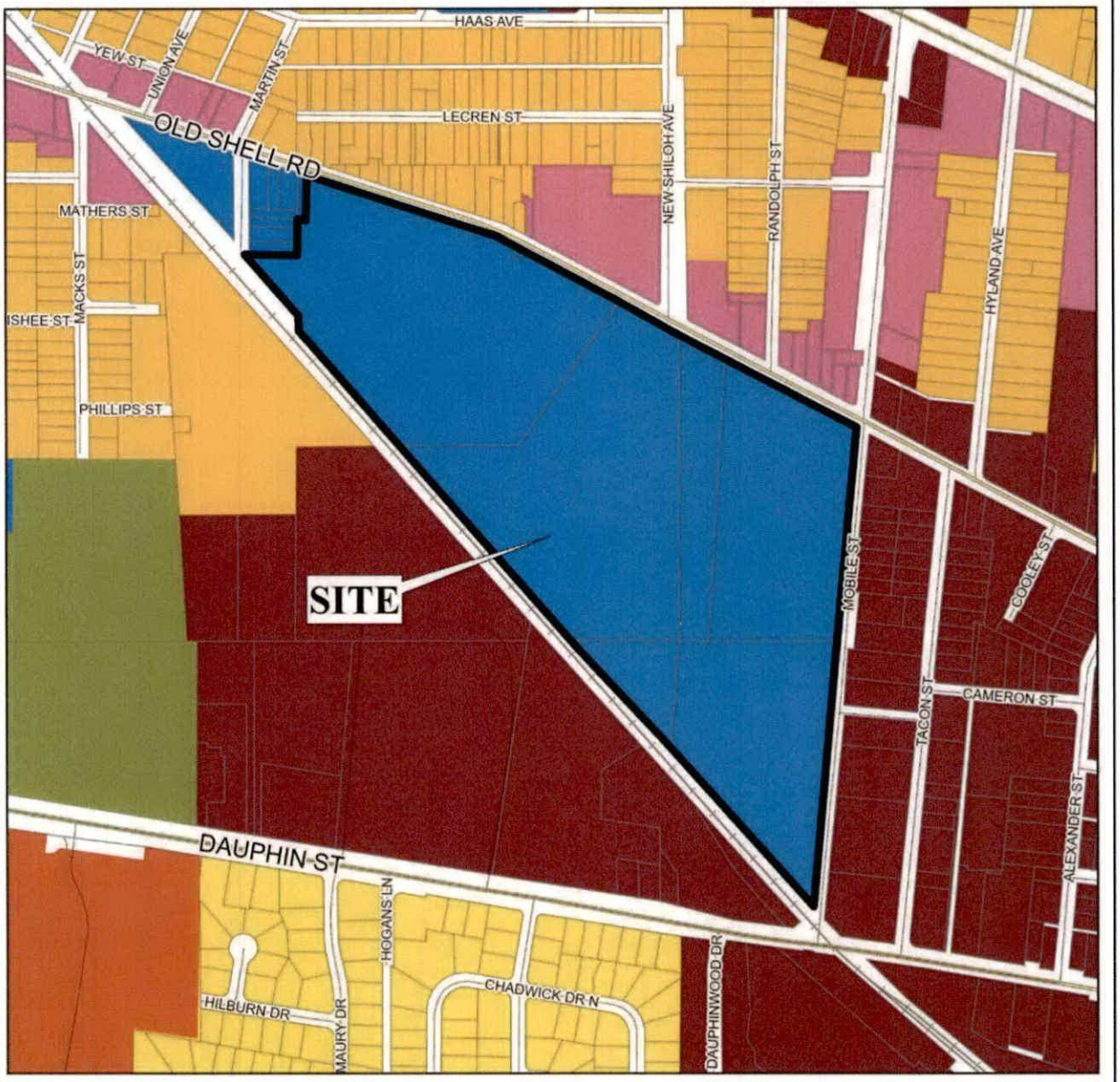
NTS

FLUM LOCATOR MAP



APPLICATION NUMBER 12 DATE January 15, 2026

APPLICANT UMS Wright Preparatory School

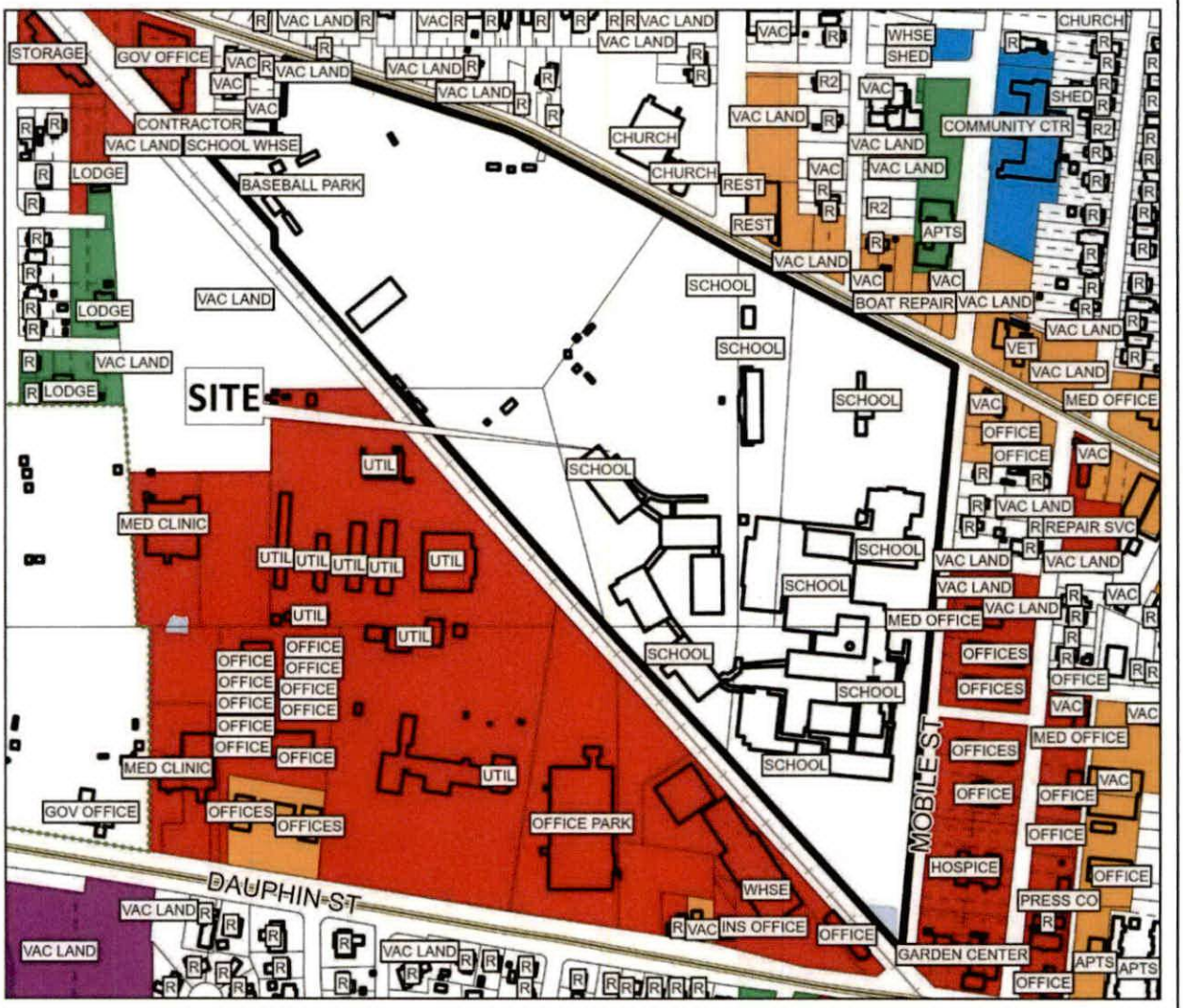
REQUEST PA Modification, PUD Modification

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

N

NTS

PLANNING COMMISSION
VICINITY MAP - EXISTING ZONING



The site is surrounded by commercial and residential units.

APPLICATION NUMBER 12 DATE January 15, 2026

APPLICANT UMS Wright Preparatory School

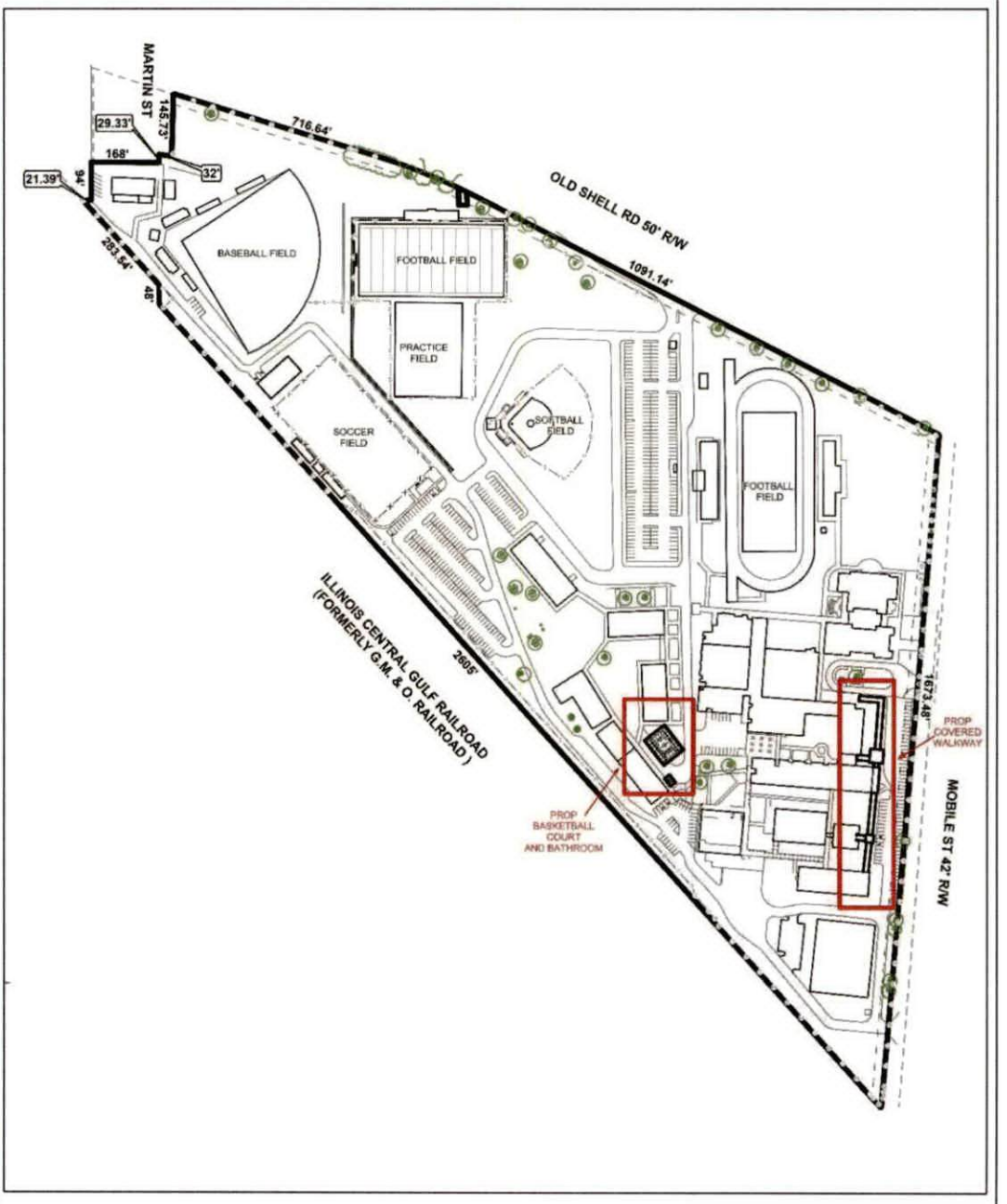
REQUEST PA Modification, PUD Modification

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

N

NTS

SITE PLAN



The site plan illustrates existing buildings, drives, sports fields, and setbacks.

APPLICATION NUMBER 12 DATE January 15, 2026 APPLICANT UMS Wright Preparatory School REQUEST PA Modification, PUD Modification	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)	■	■	■	■	■	■	■	■	H	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)	■					○								■	■	■			○										

INSTITUTIONAL LAND USE (INS)

This designation includes land and buildings occupied by municipal and other governmental agencies for the exercise of their functions, to serve the public or provide a civic use or amenity. These include major libraries, airports, public schools and public safety facilities. Semi-public uses such as schools, colleges and universities, hospitals, and other major institutions that serve the public and/or operate in a public function are included.

Development Features

- The specific location and design of these complementary uses is subject to zoning. In some cases, depending on ownership, these areas may not be subject to City zoning.
- Small-scale properties (less than 2 acres) accommodating subsidiary public and semi-public facilities, such as branch libraries, substations, satellite clinics, etc., may not be specifically called out in the FLUM under this land use designation, but may instead be considered part of the array of integrated complementary uses typically found in a residential neighborhood or a mixed-use center or corridor.

Character Example







PARKS AND OPEN SPACE (POS)

This designation applies to land maintained in a natural, semi-natural state, or developed with facilities and set aside for human enjoyment and recreation or for the protection of wildlife or natural habitats. This designation includes existing parks, squares, playgrounds, playfields, gardens, greens, cemeteries, greenways and blueways, and other recreational areas and facilities that are accessible to the public. These areas are generally owned by a public entity but may include some privately owned areas that have been designated as open space. This designation is not intended to identify public land acquisition or to prohibit the development potential of individual privately-owned properties.

Character Example





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 TO CONSIDER VACATION OF PORTION OF UNOPENED RIGHT-OF-WAY ON OVERLOOK ROAD

Notice is hereby given that the Mobile City Council proposes to consider adoption of a resolution assenting to the vacation of portion of unopened right-of-way on Overlook Road.

The adoption of such resolution will be considered by the Mobile City Council on the 12th day of May, 2026, at 10:30 a.m., in the Mobile Government Plaza Auditorium, 205 Government Street.

Any citizen alleging to be affected by the proposed vacation may submit a written objection or may speak at the public hearing.

Lisa C. Lambert
City Clerk

STATE OF ALABAMA

COUNTY OF MOBILE

PETITION FOR VACATION OF RIGHT-OF-WAY
PURSUANT TO CODE OF ALABAMA § 23-4-20

WHEREAS FAITH MINISTRES INC, constitute all of the abutting landowners surrounding an unused portion of the existing unopened right-of-way in the City of Mobile, Alabama, said right-of-way being more particularly described as follows, to-wit:

Commencing at the Northeast corner of Section 8, T4S-R2W, Mobile County, Alabama, run S 00 degrees 21 minutes E 30.35 feet to a point on the South right of way line of Overlook Road, thence along said South line of Overlook Road, run S 89 degrees 41 minutes W 50 feet to the point of beginning, thence along said South line of Overlook Road, run S 89 degrees 41 minutes W 40 feet to a point, thence run S 00 degrees 21 minutes E 632.34 feet to a point thence run N 89 degrees 57 minutes 37 seconds E 40 feet to a point, thence run N 00 degrees 21 minutes W 632.53 feet to the point of beginning.

WHEREAS, a survey of said right-of-way is attached hereto as Exhibit A, a GIS map of said right-of-way is attached hereto as Exhibit B, and an aerial photo of said right-of-way is attached hereto as Exhibit C; and,

WHEREAS, said right-of-way is located solely within the City of Mobile;

AND, WHEREAS, the above-described area is not needed as a right-of-way for any public purpose and the vacation of the same is in the public interest; and,

WHEREAS, the square footage of the area sought to be vacated and abutting tracts is as follows:

15,815– area to be vacated
136,125– Parcel "A" tract
20,602 – Parcel "B" tract

WHEREAS, the current year assessed values as determined by the Mobile County Revenue Commissioner on all tracts that abut the right-of-way sought to be vacated are as follows:

$101,000 – Parcel "A" tract
$12,200 – Parcel "B" tract

WHEREAS, FAITH MINISTRES INC, desire to vacate said right-of-way; provided, however, that entities with utility lines, equipment or facilities in place within said right of way at the time of vacation, if any, shall have the right to continue to access, maintain, extend, and enlarge their lines, equipment and facilities to the same extent as if the vacation had not occurred; and,

WHEREAS, no other property owners own any land within or abutting the areas affected by this proposed vacation and thus will not be denied means of ingress and egress to and from their property or be otherwise affected by the vacation of said right of way.

NOW, THEREFORE, the undersigned FANNIE JOHNSON, pursuant to *Code of Alabama* § 23-4-20, as amended, hereby petition and request that the City Council of the City of Mobile assent to the vacation of that portion of the existing unopened right-of-way located in the City of Mobile, Alabama, more particularly described as follows:

Commencing at the Northeast corner of Section 8, T4S-R2W, Mobile County, Alabama, run S 00 degrees 21 minutes E 30.35 feet to a point on the South right of way line of Overlook Road, thence along said South line of Overlook Road, run S 89 degrees 41 minutes W 50 feet to the point of beginning, thence along said South line of Overlook Road, run S 89 degrees 41 minutes W 40 feet to a point, thence run S 00 degrees 21 minutes E 632.34 feet to a point, thence run N 89 degrees 57 minutes 37 seconds E 40 feet to a point, thence run N 00 degrees 21 minutes W 632.53 feet to the point of beginning.

IN WITNESS WHEREOF, the undersigned have here unto caused this petition to be executed by their duly authorized representatives as of the dates set forth herein below.

Faith Ministries Inc. Pastor

By Rev Fannie Johnson

Date: 10-6-2025

STATE OF ALABAMA

COUNTY OF MOBILE

I, the undersigned Notary Public, in and for said State and County, do hereby certify that FAITH MINISTRIES INC PASTOR, whose name as FANNIE JOHNSON, is signed to the above and foregoing petition for vacation, and who is known to me, acknowledged before me on this day, that, being informed of the contents of said petition, she, as such PASTOR and with full authority, executed the same voluntarily as attorney for FAITH MINISTRIES INC on the day the same bears date.

Given under my hand and official seal of office on this the 6th day of October, 2025

Paulette H Major

NOTARY PUBLIC

My Commission Expires:

PAULETTE H MAJOR
NOTARY PUBLIC
ALABAMA - STATE AT LARGE
My Commission Expires 06/02/2026

NOW, THEREFORE, the undersigned LISA BRACY, pursuant to Code of Alabama § 23-4-20, as amended, hereby petition and request that the City Council of the City of Mobile assent to the vacation of that portion of the existing unopened right-of-way located in the City of Mobile, Alabama, more particularly described as follows:

Commencing at the Northeast corner of Section 8, T4S-R2W, Mobile County, Alabama, run S 00 degrees 21 minutes E 30.35 feet to a point on the South right of way line of Overlook Road, thence along said South line of Overlook Road, run S 89 degrees 41 minutes W 50 feet to the point of beginning, thence along said South line of Overlook Road, run S 89 degrees 41 minutes W 40 feet to a point, thence run S 00 degrees 21 minutes E 632.34 feet to a point, thence run N 89 degrees 57 minutes 37 seconds E 40 feet to a point, thence run N 00 degrees 21 minutes W 632.53 feet to the point of beginning.

IN WITNESS WHEREOF, the undersigned have here unto caused this petition to be executed by their duly authorized representatives as of the dates set forth herein below.

Faith Ministries Inc. Director

By: Lisa Bracy

Date: 10-6-25

STATE OF ALABAMA

COUNTY OF MOBILE

I, the undersigned Notary Public, in and for said State and County, do hereby certify that FAITH MINISTRIES INC DIRECTOR, whose name as LISA BRACY, is signed to the above and foregoing petition for vacation, and who is known to me, acknowledged before me on this day, that, being informed of the contents of said petition, he, as such DIRECTOR and with full authority, executed the same voluntarily as attorney for FAITH MINISTRIES INC on the day the same bears date.

Given under my hand and official seal of office on this the 6th day of October, 2025.

Paulette H Major

NOTARY PUBLIC

My Commission Expires:

PAULETTE H MAJOR
NOTARY PUBLIC
ALABAMA - STATE AT LARGE
My Commission Expires 06/02/2026

NOW, THEREFORE, the undersigned DARRYL BRACY, pursuant to Code of Alabama § 23-4-20, as amended, hereby petition and request that the City Council of the City of Mobile assent to the vacation of that portion of the existing unopened right-of-way located in the City of Mobile, Alabama, more particularly described as follows:

Commencing at the Northeast corner of Section 8, T4S-R2W, Mobile County, Alabama, run S 00 degrees 21 minutes E 30.35 feet to a point on the South right of way line of Overlook Road, thence along said South line of Overlook Road, run S 89 degrees 41 minutes W 50 feet to the point of beginning, thence along said South line of Overlook Road, run S 89 degrees 41 minutes W 40 feet to a point, thence run S 00 degrees 21 minutes E 632.34 feet to a point thence run N 89 degrees 57 minutes 37 seconds E 40 feet to a point, thence run N 00 degrees 21 minutes W 632.53 feet to the point of beginning.

IN WITNESS WHEREOF, the undersigned have here unto caused this petition to be executed by their duly authorized representatives as of the dates set forth herein below.

Faith Ministries Inc. Director

By: _____

Date: 10-16-25

STATE OF ALABAMA

COUNTY OF MOBILE

I, the undersigned Notary Public, in and for said State and County, do hereby certify that FAITH MINISTRIES INC DIRECTOR, whose name as DARRYL BRACY, is signed to the above and foregoing petition for vacation, and who is known to me, acknowledged before me on this day, that, being informed of the contents of said petition, he, as such DIRECTOR and with full authority, executed the same voluntarily as attorney for FAITH MINISTRIES INC on the day the same bears date.

Given under my hand and official seal of office on this the 16th day of October 2025.

_____

NOTARY PUBLIC

My Commission Expires:

PAULETTE H MAJOR
NOTARY PUBLIC
ALABAMA - STATE AT LARGE
My Commission Expires 06/02/2026

STATE OF ALABAMA

COUNTY OF MOBILE

DECLARATION OF VACATION OF RIGHT-OF-WAY

WHEREAS FAITH MINISTRES INC, constitute all of the owners of land abutting a portion of the public right-of-way known as an unused portion of the existing unopend right-of-way in the City of Mobile, Alabama, said right-of-way being more particularly described as follows, to-wit:

Commencing at the Northeast corner of Section 8, T4S-R2W, Mobile County, Alabama, run S 00 degrees 21 minutes E 30.35 feet to a point on the South right of way line of Overlook Road, thence along said South line of Overlook Road, run S 89 degrees 41 minutes W 50 feet to the point of beginning, thence along said South line of Overlook Road, run S 89 degrees 41 minutes W 40 feet to a point, thence run S 00 degrees 21 minutes E 632.34 feet to a point thence run N 89 degrees 57 minutes 37 seconds E 40 feet to a point, thence run N 00 degrees 21 minutes W 632.53 feet to the point of beginning.

WHEREAS, a survey of said right-of-way area is attached hereto as Exhibit A; and,

WHEREAS,FAITH MINISTRES INC desire to vacate said right-of-way, and have petitioned the City Council of the City of Mobile to assent to the vacation of same, and have provided notice of the request to vacate to all utility providers with utility lines or facilities within the area to be vacated in accordance with the *Code of Alabama*; provided, however, that entities with utility lines, equipment or facilities in place within said right-of-way at the time of vacation shall have the right to continue to access, maintain, extend and enlarge their lines, equipment and facilities to the same extent as if the vacation had not occurred; and,

WHEREAS, all utility providers have issued their written consent to the aforesaid vacation; and,

WHEREAS, the aforesaid vacation is in the public interest; and,

WHEREAS, no other property owners own any land within or abutting the areas affected by this vacation and thus will not be denied means of ingress and egress to and from their property or be otherwise affected by the vacation of said alleys and right-of-way; and,

WHEREAS, the square footage of the area sought to be vacated and abutting tracts is as follows: 15,815 SF – area to be vacated;136,125 SF – Parcel "A" tract; 20,602 SF – Parcel "B" tract; and the current year assessed values as determined by the Mobile County Revenue Commissioner on all tracts that abut the right-of-way sought to be vacated are as follows: $101,000 – Parcel "A" tract; $12,200 – Parcel "B" tract; and,

WHEREAS, the City Council of the City of Mobile has assented to the vacation of the said right-of-way of an unused portion of the existing unused right-of-way in the City of Mobile,

Alabama as shown by a copy of a Resolution adopted by such governing body, and certified by the clerk or ministerial officer in charge of the records of the City of Mobile, to such effect, which is attached hereto and fully incorporated herein by reference.

NOW, THEREFORE, the premises considered, TO BE RESOLVED, declare the following described unused right-of-way in the City of Mobile, Alabama right-of-way of to be, and is hereby, vacated:

Commencing at the Northeast corner of Section 8, T4S-R2W, Mobile County, Alabama, run S 00 degrees 21 minutes E 30.35 feet to a point on the South right of way line of Overlook Road, thence along said South line of Overlook Road, run S 89 degrees 41 minutes W 50 feet to the point of beginning, thence along said South line of Overlook Road, run S 89 degrees 41 minutes W 40 feet to a point, thence run S 00 degrees 21 minutes E 632.34 feet to a point thence run N 89 degrees 57 minutes 37 seconds E 40 feet to a point, thence run N 00 degrees 21 minutes W 632.53 feet to the point of beginning.

WHEN DULY RECORDED in the Office of the Judge of Probate of Mobile County, Alabama, this Declaration of Vacation shall operate to divest all public rights, including any rights which may have been acquired by prescription, in the above described right-of-way of an unused right-of-way in the City of Mobile, Alabama so vacated; provided, however, that entities with utility lines, equipment or facilities in place within said alleys or right-of-way at the time of vacation shall have the right to continue to access, maintain, extend, and enlarge their lines, equipment and facilities to the same extent as if the vacation had not occurred.

IN WITNESS WHEREOF, the undersigned have hereunto caused this declaration of vacation to be executed by their duly authorized representatives as of the dates set forth herein below.

Faith Ministries Inc. Pastor

By: Rev Fannie Johnson

Date: 10-9-2025

STATE OF ALABAMA

COUNTY OF MOBILE

I, the undersigned Notary Public, in and for said State and County, do hereby certify that FANNIE JOHNSON, whose name as PASTOR of FAITH MINISTRIES INC, is signed to the above and foregoing declaration of vacation, and who is known to me, acknowledged before me on this day, that, being informed of the contents of said declaration, she, as such PASTOR and with full authority, executed the same voluntarily for and as the act of the CORPORATION on the day the same bears date.

Given under my hand and official seal of office on this the 9th day of October 20__.

Paulette H Mayor

NOTARY PUBLIC

My Commission Expires: _____

PAULETTE H. MAYOR NOTARY PUBLIC ALABAMA STATE AT LARGE MY COMM EXPIRES June 02, 2026

Faith Ministries, Inc. Director

By: Darryl Bracy

Date: 10-9-25

STATE OF ALABAMA

COUNTY OF MOBILE

I, the undersigned Notary Public, in and for said State and County, do hereby certify that DARRYL BRACY, whose name as DIRECTOR of FAITH MINISTRIES INC, is signed to the above and foregoing declaration of vacation, and who is known to me, acknowledged before me on this day, that, being informed of the contents of said declaration, he, as such DIRECTOR and with full authority, executed the same voluntarily for and as the act of the CORPORATION on the day the same bears date.

Given under my hand and official seal of office on this the 9th day of October, 20__.

Paulette H. Major

NOTARY PUBLIC

My Commission Expires:

PAULETTE H. MAJOR NOTARY PUBLIC ALABAMA STATE AT LARGE MY COMM EXPIRES June 02, 2026

Faith Ministries Inc. Director

By: Lisa Bracy

Date: 10-9-25

STATE OF ALABAMA

COUNTY OF MOBILE

I, the undersigned Notary Public, in and for said State and County, do hereby certify that LISA BRACY, whose name as DIRECTOR of FAITH MINISTRIES INC, is signed to the above and foregoing declaration of vacation, and who is known to me, acknowledged before me on this day, that, being informed of the contents of said declaration, he, as such DIRECTOR and with full authority, executed the same voluntarily for and as the act of the CORPORATION on the day the same bears date.

Given under my hand and official seal of office on this the 9th day of October, 20__.

Paulette H. Major

NOTARY PUBLIC

My Commission Expires:

PAULETTE H. MAJOR NOTARY PUBLIC ALABAMA STATE AT LARGE MY COMM EXPIRES June 02, 2026

Grantor's/Grantee's Addresses:
6694 Royalty Way
Mobile, Alabama

PREPARED BY:
John Crenshaw
Professional Land Surveyor

RESOLUTION ASSENTING TO THE VACATION OF A PORTION OF AN UNUSED PORTION OF A CITY OWNED RIGHT-OF-WAY

WHEREAS, it having been made known to the City Council of the City of Mobile that:

WHEREAS, FAITH MINISTRIES INC, constitutes all of the abutting landowners surrounding an unused portion of an unopened right-of-way in the City of Mobile, Mobile County, Alabama, said right-of-way being more particularly described as follows, to-wit:

Commencing at the Northeast corner of Section 8, T4S-R2W, Mobile County, Alabama, run S 00 degrees 21 minutes E 30.35 feet to a point on the South right of way line of Overlook Road, thence along said South line of Overlook Road, run S 89 degrees 41 minutes W 50 feet to the point of beginning, thence along said South line of Overlook Road, run S 89 degrees 41 minutes W 40 feet to a point, thence run S 00 degrees 21 minutes E 632.34 feet to a point thence run N 89 degrees 57 minutes 37 seconds E 40 feet to a point, thence run N 00 degrees 21 minutes W 632.53 feet to the point of beginning.

WHEREAS, said right-of-way constitutes an unused right-of-way that serves no public purpose since a portion of said right-of-way abutting the lands described herein has previously been vacated and is not open to the public; and,

WHEREAS, it has been shown to the satisfaction of the Mobile City Council that FAITH MINISTRIES INC is the only owner of lands abutting said abandoned alley portion; and,

FAITH MINISTRIES INC desires to vacate said unused portion of an unopened right-of-way described above, and has requested the City of Mobile to vacate the same, and has provided notice of their request to vacate to all utility providers with utility lines or facilities within the area to be vacated in accordance with the Code of Alabama; provided, however, that entities with utility lines, equipment or facilities in place within said right of way at the time of vacation shall have the right to continue to access, maintain, extend, and enlarge their lines, equipment and facilities to the same extent as if the vacation had not occurred; and,

WHEREAS, FAITH MINISTRIES INC has now submitted a petition to the City of Mobile to vacate said unused portion of an unopened right-of-way more particularly described herein, being a public street lying within the city limits of the City of Mobile, Alabama, pursuant to the Code of Alabama § 23-4-20, as amended; and,

WHEREAS, all utility providers have issued their written consent to the aforesaid vacation; and,

WHEREAS, the said unused right-of-way portion more particularly described herein is not needed as a public right-of-way in the City of Mobile, Alabama, and the aforesaid vacation is in the public interest; and,

WHEREAS, no other property owners own any land within or abutting the areas affected by this vacation and thus will not be denied means of ingress and egress to and from their property or be otherwise affected by the vacation of said right of way; and,

WHEREAS, the square footage of the area sought to be vacated and abutting tracts is as follows: 15,815 SF – area to be vacated; 136,125 SF – Parcel "A" tract; 20,602 SF – Parcel "B" tract; and the current year assessed values as determined by the Mobile County Revenue Commissioner on all tracts that abut the right-of-way sought to be vacated are as follows: $101,000 – Parcel "A" tract; $12,200 – Parcel "B" tract and,

NOW, THEREFORE, the premises considered, BE IT RESOLVED by the City Council of the City of Mobile, Alabama, pursuant to § 23-4-20 of the Code of Alabama (1975), as amended, that the following described right-of-way of an unopened service road is hereby vacated:

Commencing at the Northeast corner of Section 8, T4S-R2W, Mobile County, Alabama, run S 00 degrees 21 minutes E 30.35 feet to a point on the South right of way line of Overlook Road, thence along said South line of Overlook Road, run S 89 degrees 41 minutes W 50 feet to the point of beginning, thence along said South line of Overlook Road, run S 89 degrees 41 minutes W 40 feet to a point, thence run S 00 degrees 21 minutes E 632.34 feet to a point thence run N 89 degrees 57 minutes 37 seconds E 40 feet to a point, thence run N 00 degrees 21 minutes W 632.53 feet to the point of beginning.

Notice of this Resolution shall be published once in a newspaper of general circulation in Mobile County no later than fourteen (14) days after its adoption.

ADOPTED this the___day of _____, 2025, in Mobile, Alabama.

STATE OF ALABAMA)

COUNTY OF MOBILE)

2002041299 Book-5165 Page-1470
Total Number of Pages: 4

1100
1000
12750
14850
1000
15850
200
16050

VENDOR'S LIEN DEED

KNOW ALL MEN BY THESE PRESENTS, that the undersigned, **Hatten's Nursery, Inc.,** hereinafter called the Grantor, in consideration of NINETY-FIVE THOUSAND AND NO/100 ($95,000.00) DOLLARS, of which the sum of TEN THOUSAND AND NO/100 ($10,000.00) DOLLARS is hereby acknowledged to have been paid to said Grantor by **Faith Ministries, Inc.,** hereinafter called the Grantee, and the balance of which is payable as hereinafter set forth, does hereby grant, bargain, sell and convey, subject to the exceptions, reservations and limitations hereinafter set out, unto the Grantee, all that real property situate, lying and being in the County of Mobile, State of Alabama, described as follows, to-wit:

Parcel A: Commencing at the Northeast corner of Section 8, T4S-R2W, Mobile County, Alabama, run S 00 degrees 21 minutes E 30.35 feet to a point on the South right of way line of Overlook Road, thence along said South line of Overlook Road, run S 89 degrees 41 minutes W 90 feet to the Southwest corner of the intersection of the South right of way line of Overlook Road and the West line of a 40 foot right of way deeded to the City of Mobile for a service road along Middle Ring Road, said point being the point of beginning of the property herein described, thence continuing S 89 degrees 41 minutes W along said South line of Overlook Road, run 119.70 feet, thence run S 00 degrees 21 feet E 175.0 feet, thence run S 89 degrees 41 minutes W 122.00 feet to a point on the East line of Terkeurst Subdivision as per plat recorded in Map Book 15, Page 115 of the Probate Court records of Mobile County, Alabama, thence along said East line of Terkeurst Subdivision and an extension thereof, run S 00 degrees 20 minutes 33 seconds E 456.0 feet, thence run N 89 degrees 57 minutes 37 seconds E 242.15 feet to a point on said West line of 40 foot service road right of way, thence along said West line of right of way, run N 00 degrees 21 minutes W 632.34 feet to the point of beginning.

Parcel B: Commencing at the Northeast corner of Section 8, T4S, R2W, Mobile County, Alabama, run S 00 degrees 21 minutes E 30.35 feet to a point on the South right of way line of Overlook Road, thence along said South line of Overlook Road, run S 89 degrees 41 minutes W 25.0 feet to the Southwest corner of the intersection of Overlook Road and Middle Ring Road, said point being the point of beginning of the property herein described, thence along the West right of way line of Middle Ring Road run S 00 degrees 21 minutes E 632.65 feet, thence run S 89 degrees 57 minutes 37 seconds W 25 feet to a point on the East line of a 40 foot right of way deeded to the City of Mobile for a service road along Middle Ring Road, thence along said East line of right of way, run N 00 degrees 21 minutes W 632.53 feet to a point on the South right of way line of Overlook Road, thence along said South line of Overlook Road, run N 89 degrees 41 minutes E 25.0 feet to the point of beginning.

Together with all and singular the rights, privileges, tenements, hereditaments and appurtenances thereunto belonging or in anywise appertaining; **TO HAVE AND TO HOLD** the same unto the said Grantee, its heirs and assigns forever.

This conveyance is made subject to the following:

1. Excepting therefrom such oil, gas and other minerals in, on and under said real property, together with all rights in connection therewith, as have previously been reserved by or conveyed to others than the grantor.

2. Easement granted to Mobile County as recorded in Deed Book 495, Page 470. As to Parcels "A" and "B"

3. Oil, gas and mineral rights as recorded in Real Property Book 1515, Page 714. As to Parcels "A" and "B"

4. Right of way to City of Mobile as recorded in Real Property Book 1473, Page 820. As to Parcels "A" and "B"

5. Easement granted to Board of Water & Sewer Commissioner of Mobile as recorded in Real Property Book 1540, Page 38. As to Parcels "A" and "B"

All recording references herein are to the records in the Office of the Judge of Probate of Mobile County, Alabama.

And, except as to taxes hereafter falling due which are assumed by the Grantee herein, and except as herein otherwise provided, said Grantor does for itself and for its heirs, executors and administrators, hereby covenant with the Grantee herein, its heirs and assigns, that it is seized of an indefeasible estate in fee simple in and to said property; that said property is free and clear of all encumbrances, and that it will forever **WARRANT AND DEFEND** the title thereto, and the peaceable possession thereof unto the said Grantee, its heirs and assigns, against the lawful claims of all persons whomsoever.

The balance of the purchase price, to-wit: the sum of Eighty-Five Thousand and NO/100 ($85,000.00) Dollars, to secure payment of which a vendor's lien is hereby specifically retained by the Grantor, is evidenced by promissory note of even date herewith made by the Grantee and payable to the order of the Grantor as follows:

> By three hundred fifty-nine (359) monthly installments of Five Hundred Thirty-Seven and 26/100 ($537.26) Dollars, including interest at six and one-half (6.5%) percent per annum, and one monthly payment of the remaining principal and interest due, the first monthly installment being due and payable on July 1, 2002, and one of such subsequent monthly installments of principal and interest being due and payable on or before the same day of the month in each ensuing month thereafter;

By accepting this conveyance, the Grantee hereby agrees and binds itself so long as any part of the said purchase price, or the interest thereon, remains unpaid, to pay said note and the interest thereon promptly upon maturity, and as follows:

1. To keep the improvements on said property, or those hereafter erected on said property, in good repair and insured against fire and all physical loss in companies satisfactory to Grantor, in such amount, not exceeding the indebtedness hereby secured and not exceeding the value of said improvements, as may be required by Grantor, with loss, if any, payable to the Grantor as its interest may appear, the policies evidencing said insurance to be approved by and deposited with Grantor.

2. To pay promptly all taxes, assessments, liens or other charges which may be or become effective against said property, together with penalties, costs and other expenses incurred or which may accrue in connection therewith; and if the vendor's lien contained herein is subordinate to any prior mortgage or lien, to make all payments and do all things required by such prior lien as to keep the same from becoming in default.

3. That if the Grantor shall, upon the happening of any default hereunder, employ an attorney to collect any sums hereby secured, by litigation or otherwise, or to foreclose this lien under the power of sale contained herein, or by bill in equity, or in connection with any suit for an accounting arising under this instrument, to pay all reasonable costs, expenses and attorney's fees so incurred; and any such costs, expenses or attorney's fees shall be an additional lien on said property, secured by this instrument, and may also be included in any judgment or decree rendered in connection with any such litigation.

4. That if the Grantee fails to perform any of the duties herein specified, the Grantor may perform the same, and any sum expended by the Grantor in this behalf, including any principal, interest or other payments on account of any prior lien or mortgage, shall be an additional lien on said property secured by this instrument.

5. The proceeds of any award or claim for damages, direct or consequential, in connection with any condemnation or other taking of any part of the Property, or for conveyance in lieu of condemnation, are hereby assigned and shall be paid to Grantor.

6. And Grantee hereby vests Grantor with full power and authority, upon the happening of a default in the payment at maturity of said note, or any of the installments thereof, or the interest thereon, or upon default in the performance of any of the obligations imposed herein on said Grantee at Grantor's option, to declare the entire indebtedness hereby secured to be immediately due and payable, and at its option to take possession of said property and at its option to sell the same at the front door of the Courthouse of said County, at auction for cash after first giving notice of the time, place and terms of sale by advertisement published once a week for three consecutive weeks in a newspaper published in said County, and to make proper conveyance to the purchaser at such sale in the name of the Grantee, and the proceeds of said sale to apply: first, to the payment of the costs of said sale, including reasonable attorney's and auctioneer's fees, second, to the payment of any and all debts, obligations and interest thereon to the date of sale, and any amount that may be due the Grantor by virtue of any of the special liens or agreements herein declared; and, third, the balance, if any, to be paid over to the said Grantee.

7. At any sale under the powers herein contained, the said Grantor may bid upon and purchase said property, or any part thereof, like a stranger hereto, in which event the auctioneer making the sale shall make the deed in the name of the Grantee.

8. The provisions hereof shall run in favor of and bind, not only the parties hereto, but also their heirs, personal representatives, successors and assigns.

9. Should the Grantee sell, transfer or convey any interest in said property or transfer the within vendor's lien without the written consent of the Grantor, such conveyance or transfer shall be a default under the terms hereof.

IN WITNESS WHEREOF, the said parties hereto have hereunto set their hands and seals on this the 24th day of May, 2002.

Grantor:

Hatten's Nursery, Inc.

By: William A. Hatten (SEAL)
Its: PRESIDENT

Grantee:

FAITH MINISTRIES, INC.

BY: Rev. Fannie L. Johnson (SEAL)
Its: Director

BY: Darryl Vaughn Bracy Sr. (SEAL)
Its: Director

BY: Debra E. Lett (SEAL)
Its: Director

STATE OF ALABAMA)

COUNTY OF MOBILE)

I, the undersigned authority, a Notary Public in and for said County in said State, hereby certify that William A. Hatten, Sr., whose name as President of Hatten's Nursery, Inc. is signed to the foregoing instrument, and who is known to me, acknowledged before me on this day that, being informed of the contents of said instrument, he executed the same voluntarily for and on behalf of said corporation, and with full authority on the day the same bears date.

Given under my hand and official seal this the 24th day of May, 2002.

NOTARY PUBLIC
My Commission Expires: 10/04/03

(NOTARIAL SEAL)

STATE OF ALABAMA)

COUNTY OF MOBILE)

I, the undersigned authority, a Notary Public in and for said County in said State, hereby certify that Reverend Fannie L. Johnson, Debra E. Lett and Darryl Vaughn Bracy, Sr., whose names as Directors of Faith Ministries, Inc. are signed to the foregoing instrument, and who are known to me, acknowledged before me on this day that, being informed of the contents of said instrument, they executed the same voluntarily for and on behalf of said corporation, and with full authority on the day the same bears date.

Given under my hand and official seal this the 24th day of May, 2002.

NOTARY PUBLIC
My Commission Expires: 10/04/03

(NOTARIAL SEAL)

Grantee's Current Address:

6417 Princeton Woods Dr. N
Mobile, AL 36618

This instrument prepared by:
Jason D. Smith
ANDERS, BOYETT & BRADY, P.C.
Attorneys at Law
One Maison, Suite 203
3800 Airport Boulevard
Mobile, Alabama 36608
(251) 344-0880
62473

State of Alabama - Mobile County
I certify this instrument was filed on:

Tue, May-28-2002 @ 10:31:13AM

RECORDING FEE	11.00
MORTGAGE TAX	127.50
DEED TAX	10.00
S. R. FEE	2.00
SURCHARGE	10.00
TOTAL AMOUNT	$160.50

2002041299
Don Davis, Judge of Probate

STATE OF ALABAMA)

COUNTY OF MOBILE)

400776

KNOW ALL MEN BY THESE PRESENTS, that J. F. PATE and IRENE W. PATE, husband and wife, the Grantors, for and in consideration of the sum of ONE DOLLAR ($1.00) cash, hereby acknowledged to have been paid to them by the CITY OF MOBILE, ALABAMA, a municipal corporation, do hereby REMISE, RELEASE, QUIT-CLAIM and CONVEY unto the said City of Mobile, Alabama, the Grantee, a right of way for a public road over and across the following described real property situated in the City and County of Mobile, State of Alabama, to-wit:

A strip of land 40 feet in width, having 20 feet on each side of the following described centerline: Commencing at the Northeast Corner of Section 8, T4S, R2W, Mobile County, Alabama, run S 00° 21' E 30.35 feet to a point on the South right of way line of Overlook Road, thence along said South line of Overlook Road, run S 89° 41' W 70 feet to the beginning of said centerline, thence run S 00° 21' E, parallel with and 45 feet West of the West right of way line of Middle Ring Road, a distance of 632.43 feet, more or less to the end of said centerline.

The undersigned Grantors except from the foregoing conveyance and retain and reserve unto themselves, their heirs and assigns, in perpetuity, all interest or interests in and to all oil, gas and other minerals in, on or under the real property herein conveyed to the extent said oil, gas and other minerals have not been heretofore conveyed or reserved.

TO HAVE AND TO HOLD said right of way unto the City of Mobile, Alabama, a municipal corporation, its successors and assigns, forever, for such public road purposes.

IN WITNESS WHEREOF, the Grantors have hereunto set their hands and seals, this 27th day of May, 1975.

J. F. Pate (SEAL)
J. F. PATE

Irene W. Pate (SEAL)
IRENE W. PATE

Grantors

RECORD FEE 1.25
STATE OF ALA. MOBILE CO.
I CERTIFY THIS INSTRUMENT WAS FILED ON
Jul 9 8 28 AM '75
RECORDED
DEED TAX
CLERK OF THE CIRCUIT COURT
JUDGE OF PROBATE

REAL PROP 1473 PAGE 0820

STATE OF ALABAMA)

COUNTY OF MOBILE)

I, the undersigned Notary Public in and for said State and County, hereby certify that J. F. Pate and Irene W. Pate, husband and wife, whose names 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 conveyance, they executed the same voluntarily on the day the same bears date.

Given under my hand and notarial seal on this 27th day of May, 1975.

NOTARY PUBLIC, MOBILE COUNTY, ALABAMA

THIS INSTRUMENT PREPARED BY RICHARD F. PATE ATTORNEY AT LAW MOBILE, ALA.

I CERTIFY THAT THERE WAS NO TAX COLLECTED ON THIS INSTRUMENT.

John L. Moore.

JUDGE OF PROBATE

REAL PROP 1473 PAGE 0821

Alabama Power

150 Saint Joseph Street
P.O. Box 2247
Mobile, AL 36602
bjarrett@southernco.com

May 16, 2025

VIA ELECTRONIC MAIL
Faith Ministries Inc
6401 Overlook Road
Mobile, AL 36618

Re: Vacation of service road along Overlook Road and Middle Ring Road

Mr. Crenshaw,

You have requested consent by Alabama Power Company to the vacation of a service road along Overlook Road and Middle Ring Road in Mobile, AL more particularly described in the survey provided.

Pursuant to Code of Alabama, Title 23-4-2, Alabama Power Company (the "Company") hereby consents to the requested vacation provided that the resolution and any conveyance, release or vacation documents shall reserve unto said Company the right to continue to maintain, extend and enlarge its lines, equipment and facilities to the same extent as if the vacation had not occurred and all other rights, title and interests held by the Company with respect to the area to be vacated under any statute or other law or under any other conveyance or agreement, whether recorded or unrecorded, including without limitation all the rights and privileges necessary or convenient for the full enjoyment and use of its lines, equipment and facilities now or hereafter located within or adjacent to the area to be vacated; and the right of ingress and egress to and from said lines, equipment and facilities; and the right to cut and/or trim trees or limbs which, in the sole opinion of said Company, would interfere with said lines, equipment and facilities; and the right to prohibit use of the area vacated in a manner which violates the National Electric Safety Code.

Please advise if further assistance is required.

Sincerely,

Blake Jarrett
Corporate Real Estate

Enclosure: Survey

MAWSS
MOBILE AREA WATER & SEWER SYSTEM

July 29, 2025

Mr. John F. Crenshaw, P.L.S.
802 Murray Hill Road
Irvington, AL 36544-3438

RE: Request to vacate a 40' Wide Service ROW
East of and adjacent to 6401 Overlook Road (south side at Middle Ring)
Section 08, T4S-R2W

Dear Mr. Crenshaw:

We have reviewed the referenced vacation request and determined that our facilities will not be affected. Therefore, we concur with your request to vacate the above referenced right-or-way.

We appreciate the opportunity to be of service to you. If we can provide additional assistance, please contact us.

MOBILE AREA WATER AND SEWER SYSTEM

Daryl B. Russell, P.E.
Director of Planning & Market Development

cc: A. Tyree

P.O. Box 180249, Mobile, AL 36618-0249 • 4725 Moffett Road, Mobile, AL 36618-2236 • Phone 251.694.3196 • Fax 251.694.3447
www.mawss.com

Spire Alabama Inc.
2101 Sixth Avenue North
Birmingham, AL 35203

June 6, 2025

Faith Ministries, Inc.
6401 Overlook Road
Mobile, Al 36618

Re: Vacation Request

Vacation: 40- foot unopened, unpaved service road

Faith Ministries Inc.,

In response to John F. Crenshaw letter dated May 7th, 2025 relative to the above referenced Vacation Request 40' unopened, unpaved service road.

Please be advised that Spire Alabama Inc. ("Spire") has no facilities located within the area which is requested to be vacated.

Sincerely,

Alex Sammet (Jun 13, 2025 14:15 CDT)

Alex Sammet
Manager of Right of Way & Land Management
Spire Alabama Inc.

TJF: DRC
cc: John F. Crenshaw

Engineering Approval: RJ

Systems Planning Approval: WM

AT&T Alabama
2155 Old Shell Rd
Mobile, AL 36607
www.att.com

T: 251.470.5650
F: 251.471.0410
Brad.sadler@att.com

May 13, 2025

John Crenshaw
Faith Ministries, Inc.
6401 Overlook Rd
Mobile, Alabama 36618

Dear Mr. Crenshaw

This letter is written in response to your letter of May 7, 2025 wherein a request is made of AT&T for consent to the vacation of ROW for an unused service road off of Overlook Rd, as described in the attached survey of May 7, 2025. AT&T hereby consents to the requested vacation with the reservation unto said company of all the rights and privileges necessary or convenient for the full enjoyment or use of its facilities located within or adjacent to the area to be vacated. Including the right of ingress and egress to and from said facilities, the right to cut and/or trim trees which interfere with said facilities, and the right to prohibit the use of the land vacated in a manner which violates the National Electric Safety Code.

Any future requests for relocation of AT&T facilities that are located in this easement, will require compensation from the requestor of the facilities to be relocated. Any damage to AT&T facilities, while working in the area, will result in compensation from the party responsible for the damages, to AT&T.

Please contact me in our Mobile office at 251-406-0123 if any additional information is required.

Sincerely,

Brad Sadler
Specialist, AT&T Alabama
251-470-5650

Proud Sponsor of the U.S. Olympic Team

COMCAST

September 9, 2025

John F. Crenshaw
Land Surveyor
c/o Faith Ministries, Inc.
6401 Overlook Road
Mobile, AL 36618

Re: Request to Vacate Portions of Property at 6401 Overlook Road, Mobile, AL 36618

Dear Mr. Crenshaw,

This letter is in response to your letter dated May 7, 2025, requesting Comcast to consent to the vacation of portions of a 40-foot unopened, unpaved service road located at or near 6401 Overlook Road, Mobile, AL 36618.

Comcast currently has aerial facilities along the right of way of the said property, and defined as:

> An easement 25 feet in width, the centerline of which is described as follows:
> Commencing at the northeast corner of Section 8, T4S, R2W, Mobile County, Alabama, and run S 00 degrees 28 minutes 50 seconds E along the East line of Section 8 a distance of 40 feet more or less to a point on the south right of way line of Overlook road; thence westerly a distance along the south right of way of Overlook road a distance of 37.5 feet to the point of beginning; thence S 00 degrees 28 minutes 50 seconds E and parallel with the centerline of Middlering Road a distance of 623 feet more or less to a point of ending on the north property line of Joseph B. Stapleton.

Comcast consents to vacate the said portions of the said property but does not revoke or waive its right to be in the public right of way or any existing utility easement within or adjacent to the said property, now or at a future date. This letter of consent is issued under the condition that the right of way is kept in accordance with the permit granted to Comcast for the full enjoyment or use of its facilities within or adjacent to the said area to be vacated.

If you need additional information, please contact me at Rodney_Governs@comcast.com or (501) 912-1774.

Sincerely,

Rodney Governs

Rodney Governs
Director of Construction

Kim Hastie
Revenue Commissioner
Mobile County, Alabama

3925 Michael Blvd Suite G
Mobile, AL 36609

Printed on: 10/7/2025

2025 ASSESSMENT STATEMENT

Owner

FAITH MINISTRIES INC

Mailing Address

6694 ROYALTY WAY
MOBILE AL 36618-4642

PARCEL INFORMATION	
Parcel Number	28 03 08 1 001 001.01X
Receipt Number	121464
Account Number	01416051
Tax Year	2025
Tax & Cost	$0.00
Escaped Taxes Due	$0.00
Amount Paid	$0.00
Total Due	$0.00
Due Date	

ASSESSMENT INFORMATION	
Location	6401 OVERLOOK RD MOBILE AL 36618-3106
Neighborhood	MUNI 14 MOBILE PROPER
Subdivision	
Lot	
Block	
Property Class	2
Acreage	2.980
Exempt Code	OTH
Municipality	14 - MOBILE
School District	2
Disability Code	
Over 65 Code	
Key #:	1416051



VALUATION SUMMARY

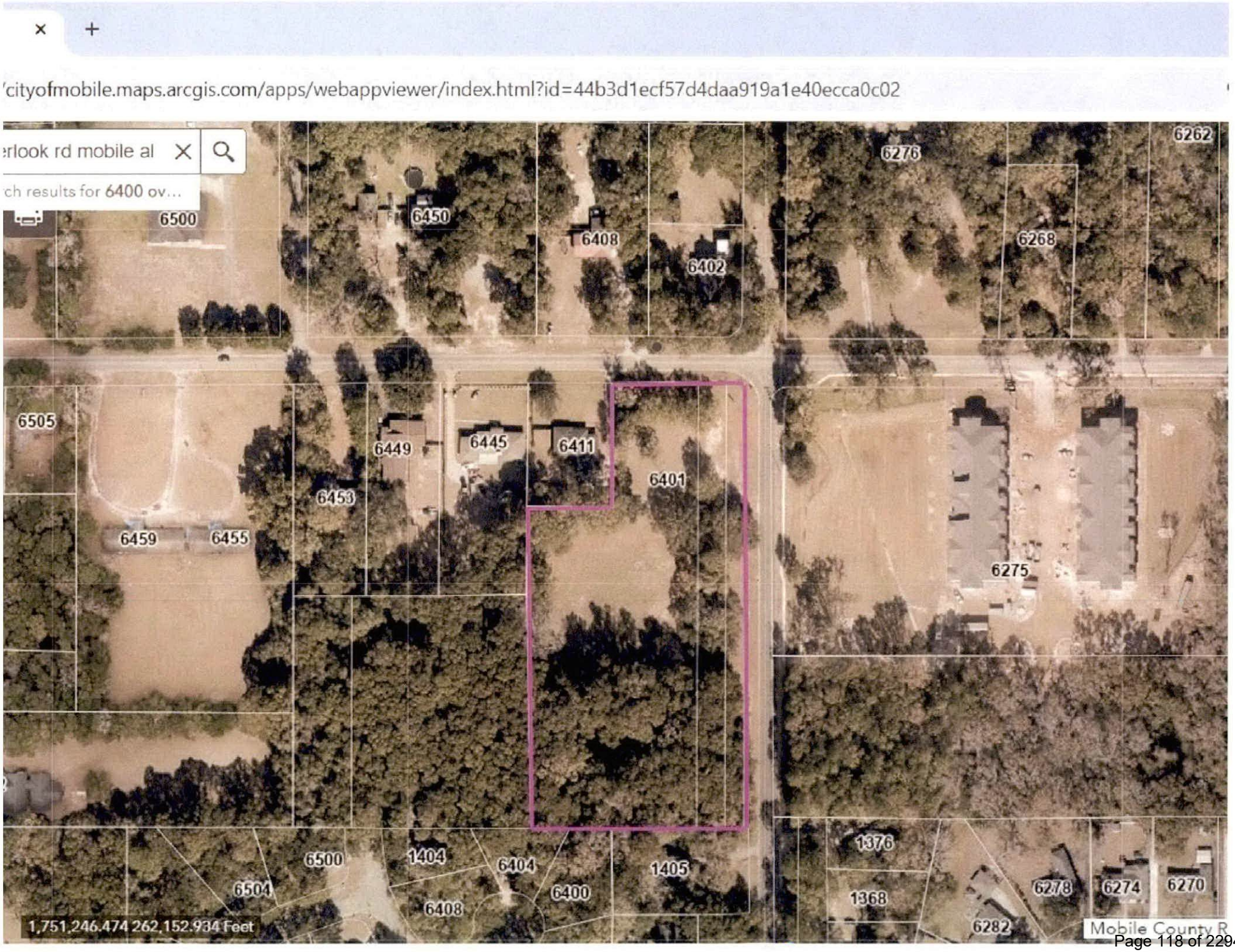
Improvement Value	Land Value	Market Value	Appraised Value	Assessed Value
$0	$101,000	$101,000	$101,000	$20,200

TAX BREAKDOWN

Millage Type	Municipality	Assessed Value	Millage Rate	Tax	Tax Exemption	Total Tax
STATE	14 - MOBILE	$20,200	6.50	$131.30	$131.30	$0.00
COUNTY	14 - MOBILE	$20,200	20.50	$414.10	$414.10	$0.00
SCHOOL	14 - MOBILE	$20,200	14.00	$282.80	$282.80	$0.00
DIST SCHOOL	14 - MOBILE	$20,200	15.50	$313.10	$313.10	$0.00
CITY	14 - MOBILE	$20,200	7.00	$141.40	$141.40	$0.00
FOREST	14 - MOBILE	$0	0.00	$0.00	$0.00	$0.00
TAX TOTAL				**$1,282.70**	**$1,282.70**	**$0.00**

Current Due	$0.00
Fees	$0.00
Payments	$0.00
Back Taxes	$0.00
TOTAL DUE	$0.00
Due Date	


'cityofmobile.maps.arcgis.com/apps/webappviewer/index.html?id=44b3d1ecf57d4daa919a1e40ecca0c02
erlook rd mobile al
ch results for 6400 ov...
1,750,947.398 261,949.679 Feet
Mobile County R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6275
6500
1404
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6278
6274
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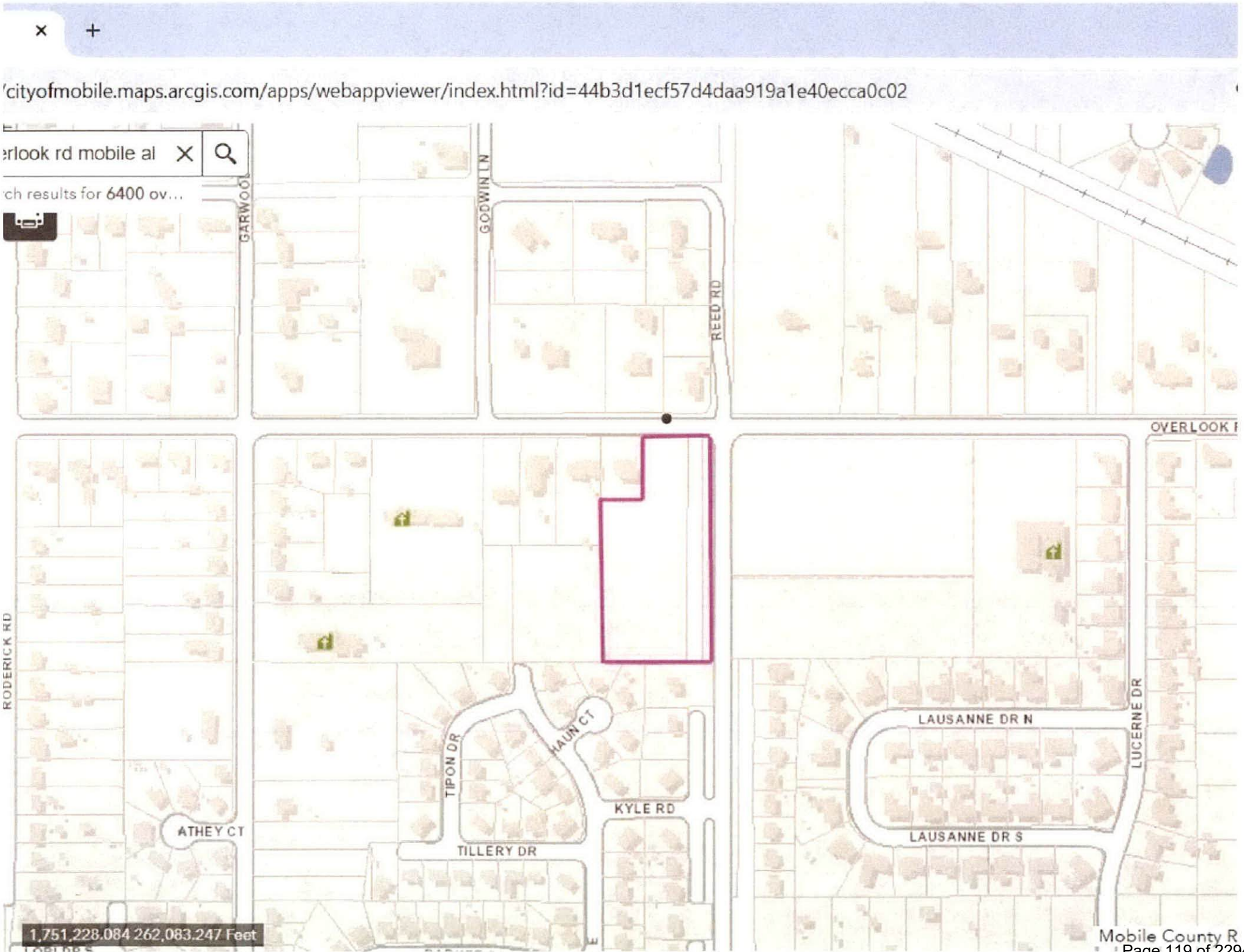
6282
1,751,246.474 262,152.934 Feet
Mobile County R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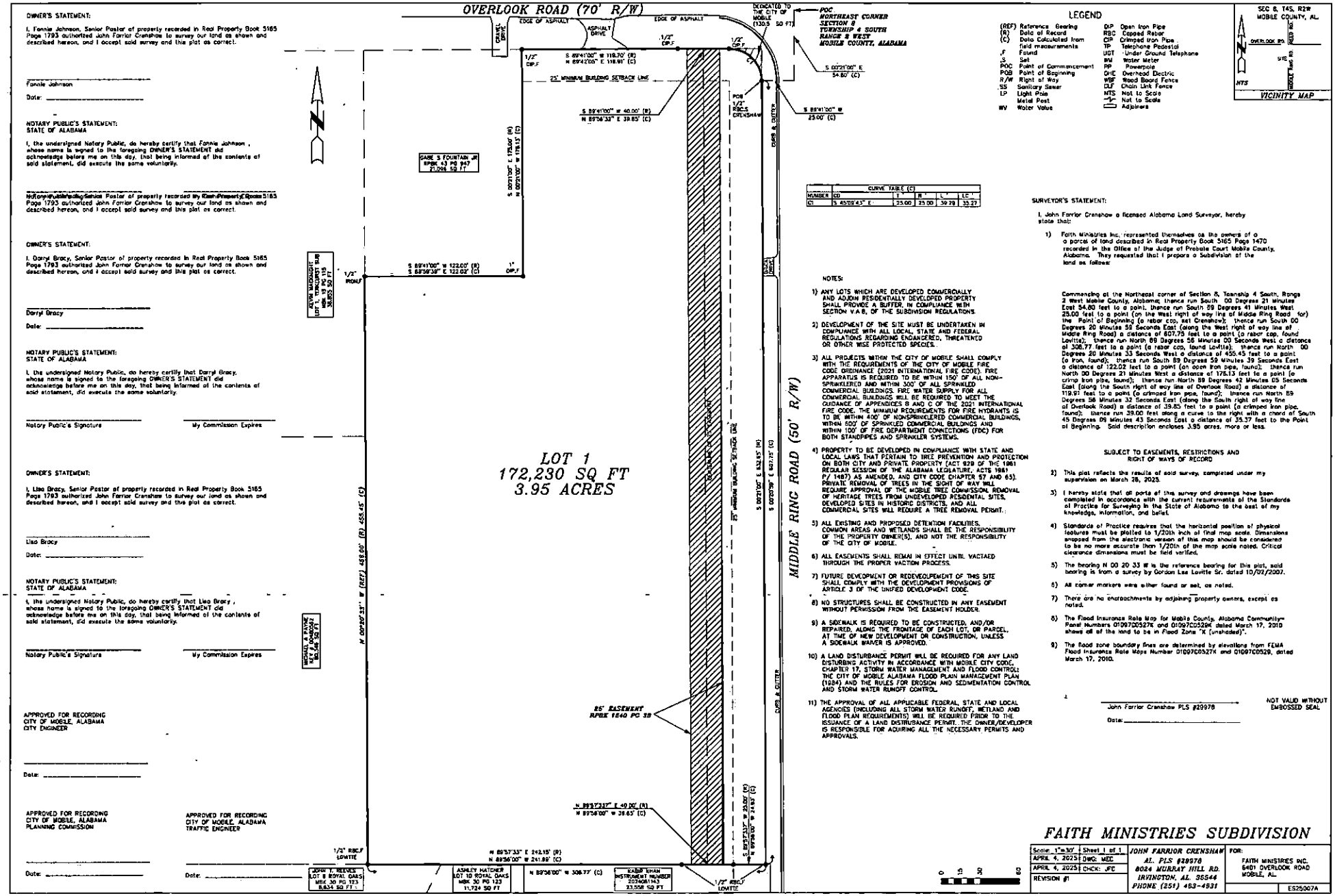
GARWOOD
GODWIN LN
REED RD
OVERLOOK
RODERICK RD
TIPON DR
HAUN CT
KYLE RD
ATHEY CT
TILLERY DR
LAUSANNE DR N
LAUSANNE DR S
LUCERNE DR
1,751,228.084 262,083.247 Feet
Mobile County R



OWNER'S STATEMENT:

I, Fonnie Johnson, Senior Pastor of property recorded in Real Property Book 5165 Page 1793 authorized John Farrior Crenshaw to survey our land as shown and described hereon, and I accept said survey and this plat as correct.

Fonnie Johnson

Date: _____

NOTARY PUBLIC'S STATEMENT:
STATE OF ALABAMA

I, the undersigned Notary Public, do hereby certify that Fonnie Johnson , whose name is signed to the foregoing OWNER'S STATEMENT did acknowledge before me on this day, that being informed of the contents of said statement, did execute the same voluntarily.

Notary Public's Signature _____ My Commission Expires _____

OWNER'S STATEMENT:

I, Darryl Bracy, Senior Pastor of property recorded in Real Property Book 5165 Page 1793 authorized John Farrior Crenshaw to survey our land as shown and described hereon, and I accept said survey and this plat as correct.

Darryl Bracy

Date: _____

NOTARY PUBLIC'S STATEMENT:
STATE OF ALABAMA

I, the undersigned Notary Public, do hereby certify that Darryl Bracy, whose name is signed to the foregoing OWNER'S STATEMENT did acknowledge before me on this day, that being informed of the contents of said statement, did execute the same voluntarily.

Notary Public's Signature _____ My Commission Expires _____

OWNER'S STATEMENT:

I, Lisa Bracy, Senior Pastor of property recorded in Real Property Book 5165 Page 1793 authorized John Farrior Crenshaw to survey our land as shown and described hereon, and I accept said survey and this plat as correct.

Lisa Bracy

Date: _____

NOTARY PUBLIC'S STATEMENT:
STATE OF ALABAMA

I, the undersigned Notary Public, do hereby certify that Lisa Bracy , whose name is signed to the foregoing OWNER'S STATEMENT did acknowledge before me on this day, that being informed of the contents of said statement, did execute the same voluntarily.

Notary Public's Signature _____ My Commission Expires _____

APPROVED FOR RECORDING
CITY OF MOBILE, ALABAMA
CITY ENGINEER

Date: _____

APPROVED FOR RECORDING
CITY OF MOBILE, ALABAMA
PLANNING COMMISSION

Date: _____

APPROVED FOR RECORDING
CITY OF MOBILE, ALABAMA
TRAFFIC ENGINEER

Date: _____

LEGEND

(REF)	Reference Bearing	D/P	Open Iron Pipe
(R)	Data of Record	RBC	Capped Rebar
(C)	Data Calculated from field measurements	CIP	Crimped Iron Pipe
		TP	Telephone Pedestal
,F	Found	UGT	Under Ground Telephone
,S	Set	WM	Water Meter
POC	Point of Commencement	PP	Powerpole
POB	Point of Beginning	OHE	Overhead Electric
R/W	Right of Way	WBF	Wood Board Fence
SS	Sanitary Sewer	CLF	Chain Link Fence
LP	Light Pole	NTS	Not to Scale
	Metal Post		Not to Scale
WV	Water Valve		Adjoiners

SEC 8, T4S, R2W
MOBILE COUNTY, AL.

VICINITY MAP

CURVE TABLE (C)					
NUMBER	CD	T	R	L	LC
C1	S 45°09'45" E	25.00	25.00	39.28	35.37

NOTES:

1) ANY LOTS WHICH ARE DEVELOPED COMMERCIALLY AND ADJOIN RESIDENTIALLY DEVELOPED PROPERTY SHALL PROVIDE A BUFFER IN COMPLIANCE WITH SECTION V.A.8, OF THE SUBDIVISION REGULATIONS.

2) DEVELOPMENT OF THE SITE MUST BE UNDERTAKEN IN COMPLIANCE WITH ALL LOCAL, STATE AND FEDERAL REGULATIONS REGARDING ENDANGERED, THREATENED OR OTHER WISE PROTECTED SPECIES.

3) ALL PROJECTS WITHIN THE CITY OF MOBILE SHALL COMPLY WITH THE REQUIREMENTS OF THE CITY OF MOBILE FIRE CODE ORDINANCE (2021 INTERNATIONAL FIRE CODE). FIRE APPARATUS IS REQUIRED TO BE WITHIN 150' OF ALL NON-SPRINKLERED AND WITHIN 300' OF ALL SPRINKLED COMMERCIAL BUILDINGS. FIRE WATER SUPPLY FOR ALL COMMERCIAL BUILDINGS WILL BE REQUIRED TO MEET THE GUIDANCE OF APPENDICES B AND C OF THE 2021 INTERNATIONAL FIRE CODE. THE MINIMUM REQUIREMENTS FOR FIRE HYDRANTS IS TO BE WITHIN 400' OF NONSPRINKLERED COMMERCIAL BUILDINGS, WITHIN 600' OF SPRINKLED COMMERCIAL BUILDINGS AND WITHIN 100' OF FIRE DEPARTMENT CONNECTIONS (FDC) FOR BOTH STANDPIPES AND SPRINKLER SYSTEMS.

4) PROPERTY TO BE DEVELOPED IN COMPLIANCE WITH STATE AND LOCAL LAWS THAT PERTAIN TO TREE PREVENTION AND PROTECTION ON BOTH CITY AND PRIVATE PROPERTY (ACT 929 OF THE 1961 REGULAR SESSION OF THE ALABAMA LEGISLATURE, ACTS 1961 P./ 1487) AS AMENDED, AND CITY CODE CHAPTER 57 AND 65). PRIVATE REMOVAL OF TREES IN THE SIGHT OF WAY WILL REQUIRE APPROVAL OF THE MOBILE TREE COMMISSION. REMOVAL OF HERITAGE TREES FROM UNDEVELOPED RESIDENTIAL SITES, DEVELOPED SITES IN HISTORIC DISTRICTS, AND ALL COMMERCIAL SITES WILL REQUIRE A TREE REMOVAL PERMIT.

5) ALL EXISTING AND PROPOSED DETENTION FACILITIES, COMMON AREAS AND WETLANDS SHALL BE THE RESPONSIBILITY OF THE PROPERTY OWNER(S), AND NOT THE RESPONSIBILITY OF THE CITY OF MOBILE.

6) ALL EASEMENTS SHALL REMAIN IN EFFECT UNTIL VACTAED THROUGH THE PROPER VACTION PROCESS.

7) FUTURE DEVELOPMENT OR REDEVELOPEMENT OF THIS SITE SHALL COMPLY WITH THE DEVELOPMENT PROVISIONS OF ARTICLE 3 OF THE UNIFIED DEVELOPMENT CODE.

8) NO STRUCTURES SHALL BE CONSTRUCTED IN ANY EASEMENT WITHOUT PERMISSION FROM THE EASEMENT HOLDER.

9) A SIDEWALK IS REQUIRED TO BE CONSTRUCTED, AND/OR REPAIRED, ALONG THE FRONTAGE OF EACH LOT, OR PARCEL, AT TIME OF NEW DEVELOPMENT OR CONSTRUCTION, UNLESS A SIDEWALK WAIVER IS APPROVED.

10) A LAND DISTURBANCE PERMIT WILL BE REQUIRED FOR ANY LAND DISTURBING ACTIVITY IN ACCORDANCE WITH MOBILE CITY CODE, CHAPTER 17, STORM WATER MANAGEMENT AND FLOOD CONTROL; THE CITY OF MOBILE ALABAMA FLOOD PLAIN MANAGEMENT PLAN (1984) AND THE RULES FOR EROSION AND SEDIMENTATION CONTROL AND STORM WATER RUNOFF CONTROL.

11) THE APPROVAL OF ALL APPLICABLE FEDERAL, STATE AND LOCAL AGENCIES (INCLUDING ALL STORM WATER RUNOFF, WETLAND AND FLOOD PLAIN REQUIREMENTS) WILL BE REQUIRED PRIOR TO THE ISSUANCE OF A LAND DISTRUBANCE PERMIT. THE OWNER/DEVELOPER IS RESPONSIBLE FOR ACQUIRING ALL THE NECESSARY PERMITS AND APPROVALS.

SURVEYOR'S STATEMENT:

I, John Farrior Crenshaw a licensed Alabama Land Surveyor, hereby state that:

1) Faith Ministries Inc, represented themselves as the owners of a a parcel of land described in Real Property Book 5165 Page 1470 recorded in the Office of the Judge of Probate Court Mobile County, Alabama. They requested that I prepare a Subdivision of the land as follows:

Commencing at the Northeast corner of Section 8, Township 4 South, Range 2 West Mobile County, Alabama; thence run South 00 Degrees 21 Minutes East 54.80 feet to a point; thence run South 89 Degrees 41 Minutes West 25.00 feet to a point (on the West right of way line of Middle Ring Road for) the Point of Beginning (a rebar cap, set Crenshaw); thence run South 00 Degrees 20 Minutes 59 Seconds East (along the West right of way line of Middle Ring Road) a distance of 607.75 feet to a point (a rebar cap, found Lowtie); thence run North 89 Degrees 56 Minutes 00 Seconds West a distance of 308.77 feet to a point (a rebar cap, found Lowtie); thence run North 00 Degrees 20 Minutes 33 Seconds West a distance of 455.45 feet to a point (a iron, found); thence run South 89 Degrees 59 Minutes 39 Seconds East a distance of 122.02 feet to a point (an open iron pipe, found); thence run North 00 Degrees 21 Minutes West a distance of 175.13 feet to a point (a crimp iron pipe, found); thence run North 89 Degrees 42 Minutes 05 Seconds East (along the South right of way line of Overlook Road) a distance of 119.97 feet to a point (a crimped iron pipe, found); thence run North 89 Degrees 56 Minutes 33 Seconds East (along the South right of way line of Overlook Road) a distance of 39.85 feet to a point (a crimped iron pipe, found); thence run 39.00 feet along a curve to the right with a chord of South 45 Degrees 09 Minutes 45 Seconds East a distance of 35.37 feet to the Point of Beginning. Said description encloses 3.95 acres, more or less.

SUBJECT TO EASEMENTS, RESTRICTIONS AND RIGHT OF WAYS OF RECORD

2) This plat reflects the results of said survey, completed under my supervision on March 28, 2025.

3) I hereby state that all parts of this survey and drawings have been completed in accordance with the current requirements of the Standards of Practice for Surveying in the State of Alabama to the best of my knowledge, information, and belief.

4) Standards of Practice requires that the horizontal position of physical features must be plotted to 1/20th inch of that map scale. Dimensions scrapped from the electronic version of this map should be considered to be no more accurate than 1/20th of the map scale noted. Critical clearance dimensions must be field verified.

5) The bearing N 00 20 33 W is the reference bearing for this plat, said bearing is from a survey by Gordon Lee Lowtie Sr. dated 10/02/2007.

6) All corner markers were either found or set, as noted.

7) There are no encroachments by adjoining property owners, except as noted.

8) The Flood Insurance Rate Map for Mobile County, Alabama Community-Panel Numbers 01097C0527K and 01097C0529K dated March 17, 2010 shows all of the land to be in Flood Zone "X (unshaded)".

9) The flood zone boundary lines are determined by elevations from FEMA Flood Insurance Rate Maps Number 01097C0527K and 01097C0529, dated March 17, 2010.

John Farrior Crenshaw PLS #29978

Date: _____

NOT VALID WITHOUT EMBOSSED SEAL

FAITH MINISTRIES SUBDIVISION

Scale: 1"=30' | Sheet 1 of 1	JOHN FARRIOR CRENSHAW	FOR:
APRIL 4, 2025 | DWG: MDC	AL. PLS #29978	FAITH MINISTRIES INC.
APRIL 4, 2025 | CHCK: JFC	8024 MURRAY HILL RD.	6401 OVERLOOK ROAD
REVISION #1	IRVINGTON, AL. 36544	MOBILE, AL.
	PHONE (251) 463-4931	ES25007A

Pafenbach, Lana

From: City Clerk
Sent: Monday, April 27, 2026 8:06 AM
To: Pafenbach, Lana; Leverette, Tiereney
Subject: Fw: CityofMobile.org: Addressing City Council Submission

---

From: cityofmobile@forms.dwdgo.net <cityofmobile@forms.dwdgo.net>
Sent: Sunday, April 26, 2026 8:10 PM
To: City Clerk <cityclerk@cityofmobile.org>
Subject: CityofMobile.org: Addressing City Council Submission

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

Name: Carolyn Greene / Alvin Garvin
Date To Address Council: ~~2026-05-05~~ 5.12.26
Address: 28 Westminster Way Mobile Al 36608
Email: carolyndgreene@yahoo.com
Phone: (251) 422-5412
Subject And Specific Questions: To thank the City Council for bringing SNASY (Special Needs Assistance Station for You) to Mobile Mardi Gras 2026.
Pertain To City Business: SNASY provides accessibility for the Disabled at Community events that are otherwise not available
Signature: Carolyn Greene
Signature Verify: X
Agree: X
Date Submitted: 2026-04-26 20:10:19

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

Pafenbach, Lana

From: City Clerk
Sent: Tuesday, April 28, 2026 3:10 PM
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: Tuesday, April 28, 2026 3:09 PM
To: City Clerk <cityclerk@cityofmobile.org>
Subject: CityofMobile.org: Addressing City Council Submission

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

Name: Asha Staples
Date To Address Council: 2026-05-12
Address: 107 St. Francis Street Mobile, AL 36602
Email: a.staples@hfal.org
Phone: 2512880188
Subject And Specific Questions: HOPE for All Gulf Coast's Inaugural Miles of Hope 5K
Pertain To City Business: Miles of Hope was created to bring the community together around a cause that often goes unnoticed - family homelessness. HOPE is known for two major homeless events annually, PIT and PHC, and we wanted to host another event that could be held annually to target another large audience of folks we serve. An event that represents every step we take to make progress toward stability for families experiencing homelessness. It's about turning awareness into action. Participants can expect a family-friendly, upbeat atmosphere. We'll have a marked course that is suited for beginners to advance walkers and runners. music, community resources partners and plenty of engagement. This event supports our mission by raising awareness and funds for our family housing programs and the gaps we may have for funding when we get families housed. It allows us to extend outreach a little further, and strengthens support services.
Signature: Asha Staples
Signature Verify: X
Agree: X
Date Submitted: 2026-04-28 15:09:37

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

From:	City Clerk
To:	Pafenbach, Lana
Subject:	Fw: CityofMobile.org: Addressing City Council Submission
Date:	Monday, May 4, 2026 4:14:53 PM

From: cityofmobile@forms.dwdgo.net <cityofmobile@forms.dwdgo.net>
Sent: Monday, May 4, 2026 4:12 PM
To: City Clerk <cityclerk@cityofmobile.org>
Subject: CityofMobile.org: Addressing City Council Submission

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

Name: William Semple
Date To Address Council: 2026-05-12
Address: 7881 Morril Hill Road
Email: will@pioneerroadinc.com
Phone: 2513770117
Subject And Specific Questions: Tree Care Safety Standards and Arborist Certification Requirement
Pertain To City Business: This directly impacts public safety, which is a core responsibility of the city. Tree work is routinely performed over homes, streets, sidewalks, and public rights-of-way. Unqualified operators increase the risk of injury, fatalities, property damage, and blocked roadwaysâ€”all of which require city response through police, fire, and public works. Additionally, unsafe or improper tree work can: Create hazards that affect neighboring properties and public spaces Lead to emergency calls and strain city resources Increase liability exposure within city limits Establishing a minimum standardâ€”such as requiring an ISA Certified Aboristâ€”helps reduce preventable incidents and ensures that work impacting the public is performed by qualified professionals. This is comparable to existing city oversight of other trades that affect safety, such as electrical and plumbing work. Ultimately, this is about protecting residents, reducing risk, and maintaining safe conditions within the community.
Signature: William Semple
Signature Verify: X
Agree: X
Date Submitted: 2026-05-04 16:12:41

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

ADDRESSING THE CITY COUNCIL

CITY CLERK'S OFFICE
MOBILE, AL
2026 MAY 5 A 11:50 RCVD

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

Please return this form to:

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

Your comments will be limited to three (3) minutes

Name: Apostle Valencia Green Date: May 5, 2026

Address: 603 Delaware St

Phone: 251.322.8540 Email: valenciagreen@gmail.com

Date to Address City Council: May 12, 2026

Subject and/or specific questions (must complete):

Addressing the council concerning funds to assist citizens

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

Concerns the resident

Signature:

From: City Clerk
To: Pafenbach, Lana
Subject: Fw: CityofMobile.org: Addressing City Council Submission
Date: Thursday, May 7, 2026 8:07:15 AM

From: cityofmobile@forms.dwdgo.net <cityofmobile@forms.dwdgo.net>
Sent: Thursday, May 7, 2026 3:26 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: 2026-05-12
Address: Homeless
Email: f.trotter20@gmail.com
Phone: 251 455-2040
Subject And Specific Questions: Are Mobile's taxpayers aware that their taxes are spent on millions of dollars in severance packages and settlement agreements.
Pertain To City Business: Lack of transparency of city officials vetting process. Lack of transparency of taxpayers paying for inflated contracts, settlement agreements, and severance packages.
Signature: Estella Trotter
Signature Verify: X
Agree: X
Date Submitted: 2026-05-07 03:26:07

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

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

CONTENTS

Advertisement for Bids I

Instructions to Bidders II

Proposal III

Bid Bond IV

Labor and Materials Bond V

Performance Bond VI

Certificate of Contractor's and Subcontractor's Insurance VII

Special Provisions VIII

Articles of Agreement IX

Supplemental Specifications X

Location ..... Attachment A

Contractor's Insurance Certification ..... Attachment B

Subcontracting Plan, E-Verify Affidavit, DBE Utilization Report ..... Attachment C
E-Verify Registration Printout, and Secretary of State Registration

Certifications, Affidavits, & Project Closeout ..... Attachment D

Sign Details ..... Attachment E

Tax Exemption ..... Attachment F

2026 CIP Resurfacing
Districts 1,2,3,4,5 & 7 Map Book ..... Attachment G
1-Overall Map
2-Project Limits
3-Deficiency Table and Maps
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

_____
Secretary

_____
Print

_____
Treasurer

_____
Print

Business Address 75 Midtown Park E Mobile, AL 36606

Business Address _____

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
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

Harwell & Company, LLC CORPORATE SEAL 2010 Alabama

Old Republic Surety Company

BY: Tammy P. Williams
(Signature)

Tammy P. Williams
(Print)

ITS: Attorney-In-Fact
(Title)

ATTEST: Danielle Stokes
(Signature)

Danielle 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)

VALENT GROUP, LLC

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:
Jada A. Worring
(Signature)

Jada A. Worring (Print)

ITS: Office Manager
(Title)

JADA A. WORRING
NOTARY PUBLIC, ALABAMA STATE AT LARGE
MY COMMISSION EXPIRES APR. 20, 2027

Harwell & Company, LLC CORPORATE SEAL 2010 Alabama

Old Republic Surety Company

BY: Tammy P. Williams
(Signature)

Tammy P. Williams
(Print)

ITS: Attorney-In-Fact
(Title)

ATTEST:
Danelle R. Stokes
(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:

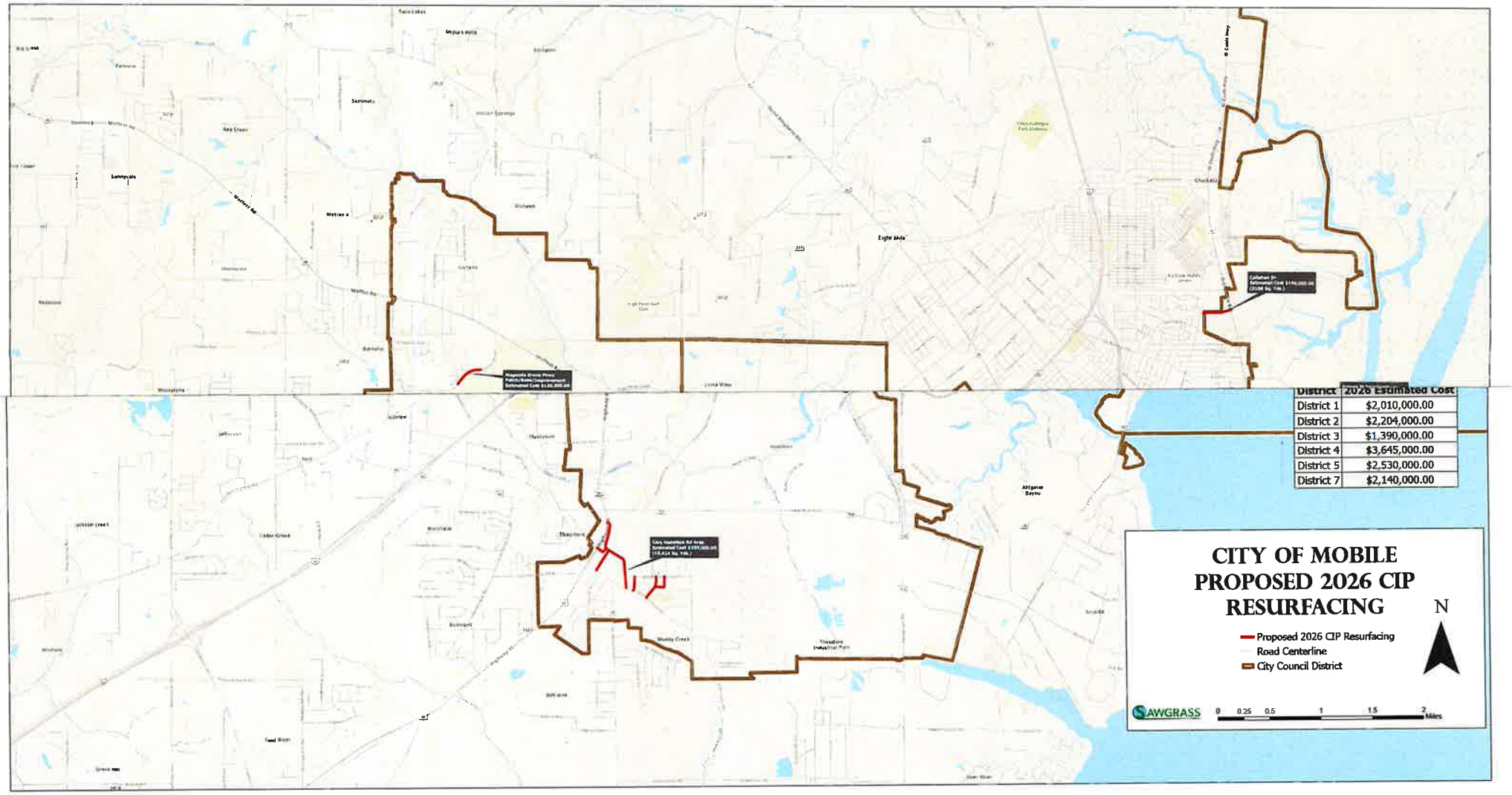
$$\frac{\text{Value of work performed (in dollars)}}{\text{Lump sun value of pay item (in dollars)}} = \text{Amount Payable (in percent)}$$

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


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
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

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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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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CCMSI

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/truck	$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	251-408-0710	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-~~228-2183	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.

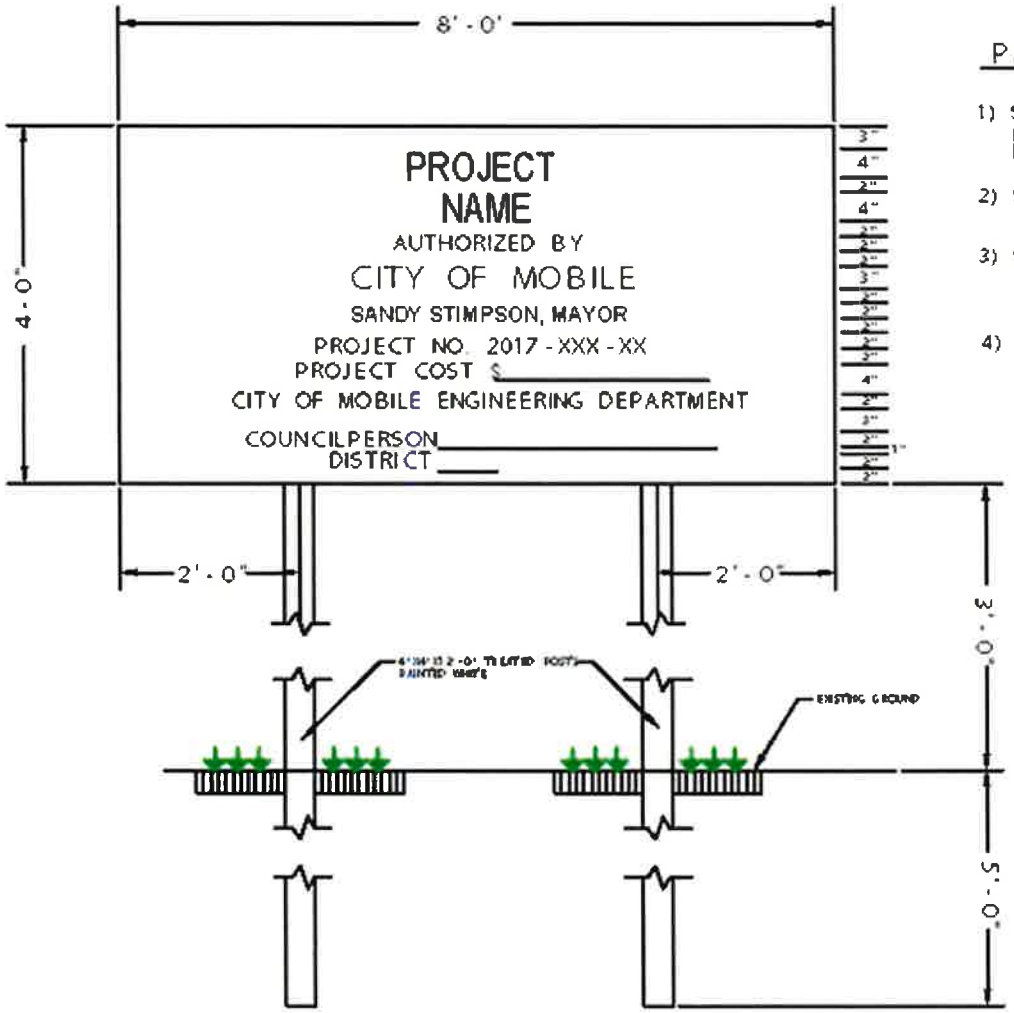
6. Contractor must provide a Maintenance Agreement for the grassing for a period of one (1) year commencing on the date that final payment is received.

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

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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

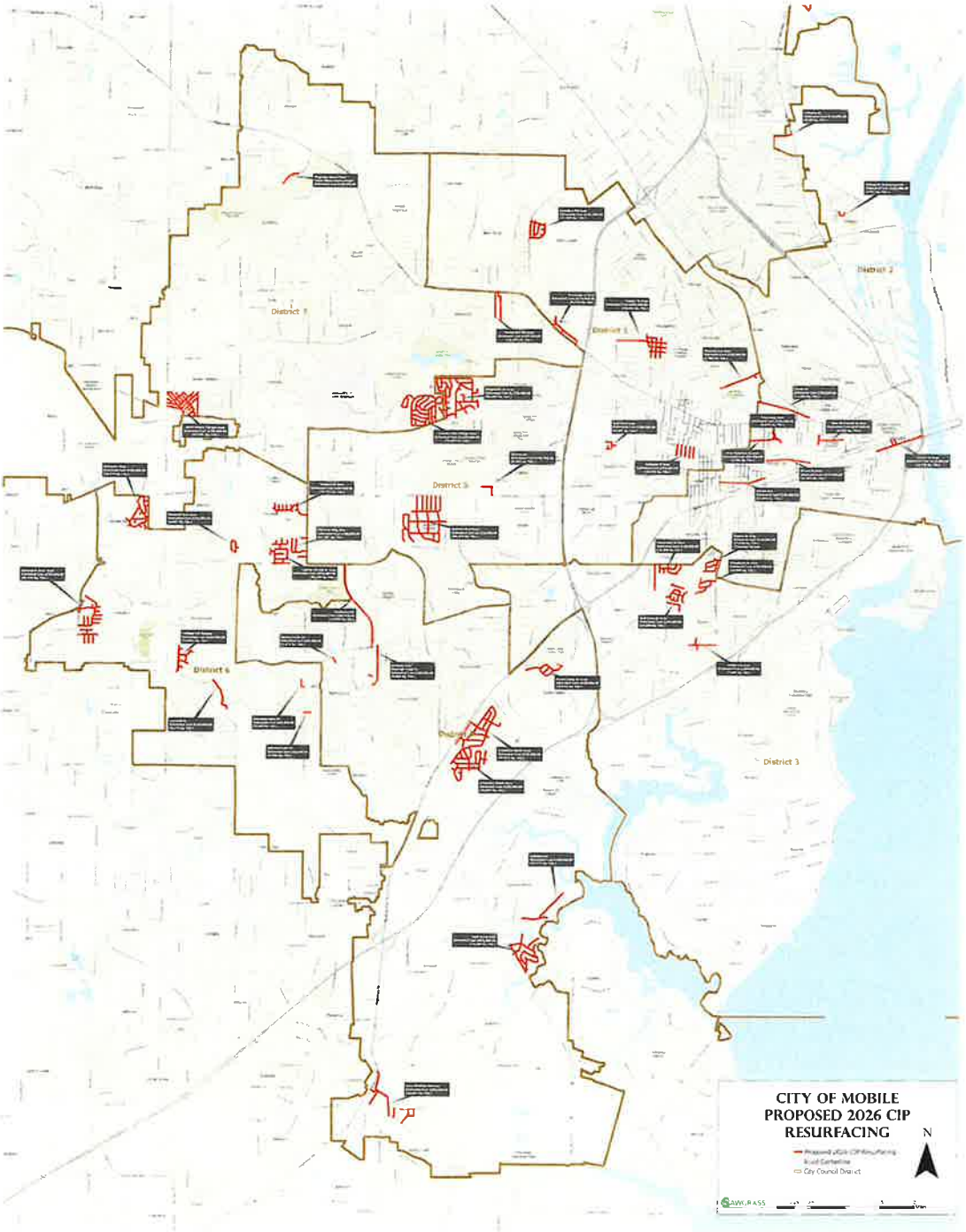

EXHIBIT 'B'

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

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

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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

CAPITAL CONTRACT SUMMARY SHEET

AGENDA ITEM SUMMARY SHEET

Agenda of: May 12, 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

AGENDA ITEM SUMMARY SHEET

Agenda of: May 12, 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:
Lana Pafenbach
Lana Pafenbach

RESOLUTION

Sponsored by: Mayor Spiro Cheriogotis

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MOBILE, ALABAMA, that the Mayor and the City Clerk be, and they hereby are authorized to execute and attest, respectively, for and on behalf of the City of Mobile, the Foreign Trade Zone Operator Agreement for operator services between the City of Mobile and 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 12, 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:
Lana Pafenbach
Lana Pafenbach

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 [X] 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 DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 1,000,000 $ 0 $ 10,000 $ 0 $ 2,000,000 $ 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 12, 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:
Lana Pafenbach
Lana Pafenbach

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

ACORD 25 (2016/03)

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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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Task Order ..... Attachment A

Change Order ..... Attachment B

Contractor's Insurance Certification ..... Attachment C

Subcontracting Plan, E-Verify Affidavit and DBE Utilization Report ..... Attachment D

Certifications, Affidavits, & Project Closeout ..... Attachment E

Sign Details ..... Attachment F

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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

2024 City of Mobile Annual Storm Drain Maintenance

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: _____
(Signature)

Josh McElhenney
(Print)

Robert McDonough (Print)

ITS: President
(Title)

ITS: P.M.

Western Surety Company
(Surety sign here) (Corporate name)

BY: _____
(Signature)

ATTEST: _____
(Signature)

Billie Jo Sanders
(Print)

Connie Smith (Print)

ITS: Attorney-in-Fact
(Title)

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_____.

In the presence of:

_____

_____

Individual Principals sign here

_____(SEAL)

_____(Print)

_____(SEAL)

_____(Print)

_____(SEAL)

_____(Print)

McElhenney Construction Company, LLC
(Corporate Name)

BY: _____
(Signature)
Josh M'Elhenney
(Print)

ITS: President
(Title)

ATTEST: _____
(Signature)
Robert McDonough (Print)

ITS: P.M.
(Title)

Western Surety Company
(Surety sign here) (Corporate name)

BY: _____
(Signature)
Billie Jo Sanders
(Print)

ITS: Attorney-in-Fact
(Title)

ATTEST: _____
(Signature)
Connie Smith (Print)

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

WITNESSES:

_____

_____ (Print)

_____ (Print)

CONTRACTOR:

_____

AN INDIVIDUAL

CONTRACTOR: **(IF CORPORATION)**

M'Elhenney Construction LLC (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 CLAIMS-MADE OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY PRO-JECT LOC OTHER:						EACH OCCURRENCE $ DAMAGE TO RENTED PREMISES (Ea occurrence) $ MED EXP (Any one person) $ PERSONAL & ADV INJURY $ GENERAL AGGREGATE $ PRODUCTS - COMP/OP AGG $
	AUTOMOBILE LIABILITY ANY AUTO OWNED AUTOS ONLY HIRED AUTOS ONLY SCHEDULED AUTOS NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) $ BODILY INJURY (Per person) $ BODILY INJURY (Per accident) $ PROPERTY DAMAGE (Per accident) $
	UMBRELLA LIAB EXCESS LIAB OCCUR CLAIMS-MADE DED RETENTION $						EACH OCCURRENCE $ AGGREGATE $
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y / N	N / A				PER STATUTE / OTH-ER E.L. EACH ACCIDENT $ E.L. DISEASE - EA EMPLOYEE $ E.L. DISEASE - POLICY LIMIT $

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.Archinique@cityofmobile.org
251.208.7067
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: [illegible]@cityofmobile.org
251.208.7967
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: [signature] 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.
[illegible]
251.208.7[illegible]
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: archunga.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).

Company ID Number: 709831

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.

Company ID Number: 709831

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

Company ID Number: 709831

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 Signature	09/10/2013 Date

Department of Homeland Security – Verification Division

USCIS Verification Division	
Name (Please Type or Print)	Title
Electronically Signed Signature	09/10/2013 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.

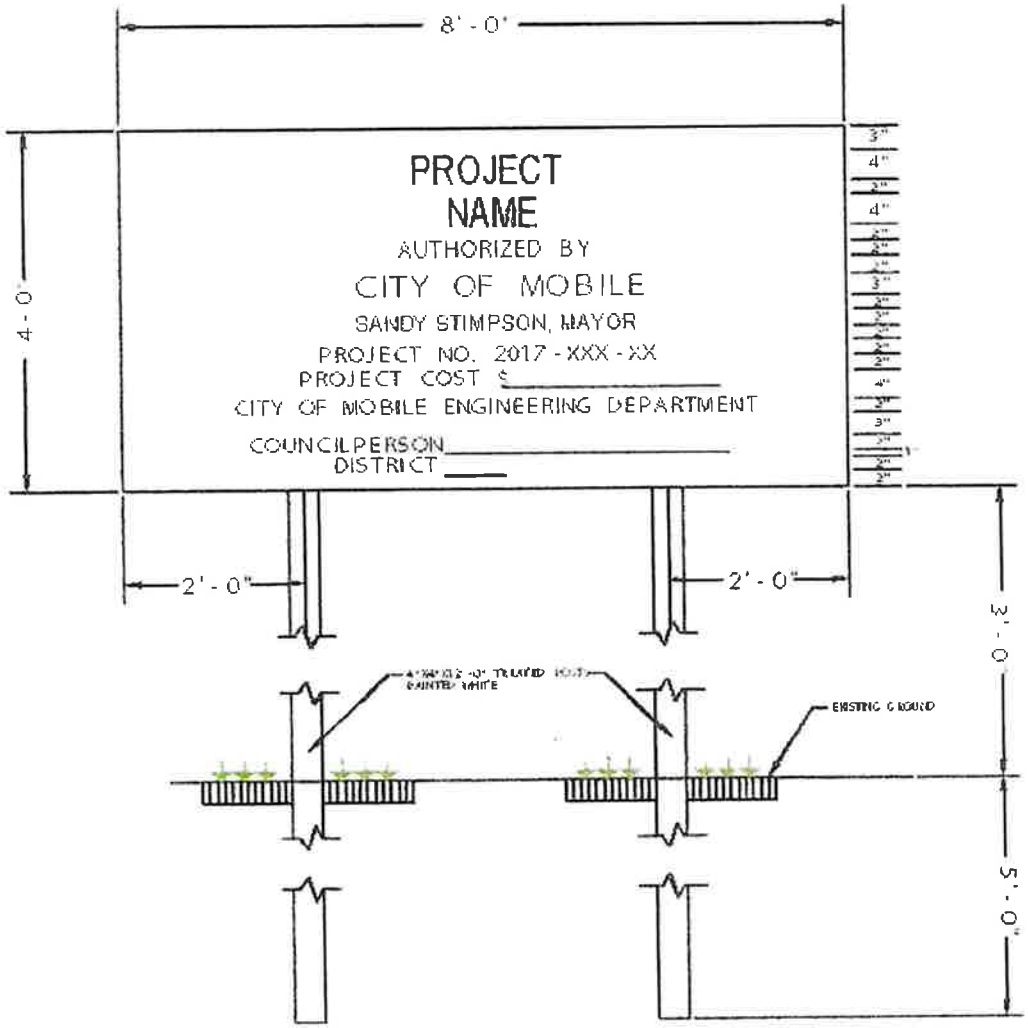
6. Contractor must provide a Maintenance Agreement for the grassing for a period of one (1) year from final payment receipt by Contractor.

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 Wind

*Name (type or print) Drew Wndham (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
ASSISTANT City 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 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
INSURED McElhenney Construction Co., LLC P.O. Box 1409 Theodore, AL 36590	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 :

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 12, 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:
Lana Pafenbach
Lana Pafenbach

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
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
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 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Acct No: 1000.50.23.4020.4020.4000.0000.0000.42140. Review: Buyer: Status: Approved Page 9

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			
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 36601	Review:
vendorinvoices@cityofmobile.org	Buyer:
	Status: Approved Page 12

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
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	10.00 HOUR	100.00000	1000.00
	Vendor Item			
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 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Acct No: 1000.50.23.4020.4020.4000.0000.0000.42140. Review: Buyer: Status: Approved Page 18

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			
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	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
	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 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Acct No: 1000.50.23.4020.4020.4000.0000.0000.42140. Review: Buyer: Status: Approved Page 22

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

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 12, 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:
Lana Pafenbach
Lana Pafenbach

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	Acct No:
	1000.30.15.1510.1510.1510.0000.0000.45050.
MOBILE, AL	Review:
36601	Buyer: 9105paij
vendorinvoices@cityofmobile.org	Status: Approved Page 1

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
	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.

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

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

MOBILE
ALABAMA

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)

AGENDA ITEM SUMMARY SHEET

Agenda of: May 12, 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:
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 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 12, 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:
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 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 Modification
of a Previously Approved Planning Approval
for Property Located at 65 Mobile Street

Pursuant to Resolution of the Mobile, Alabama City Council adopted **April 7, 2026**, a public hearing will be held on the **12th** day of **May**, 2026 at 10:30 a.m., to consider adoption of an ordinance for the proposed modification of a previously approved Planning Approval for property located at 65 Mobile Street.

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

Lisa C. Lambert
City Clerk

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

WHEREAS, a Planning Approval was approved on July 20, 2023, allowing the expansion of an existing private school in an R-1, Single-Family Residential District, on property located at 65 Mobile Street and described as follows:

LOT 1, UMS-WRIGHT SUBDIVISION AND ADDITION TO LOT 1 AS RECORDED IN MAP BOOK 123, PAGE 91 IN THE OFFICE OF JUDGE OF PROBATE COURT MOBILE COUNTY ALABAMA.

WHEREAS, on December 11, 2025, the owner of said property applied for a Major Modification of the previously approved Planning Approval allowing the expansion of an existing private school in an R-1, Single-Family Residential District, to allow the expansion of an existing private school in an R-1, Single-Family Residential Suburban District.

WHEREAS, the Planning Commission held a public hearing on the requested Major Modification on January 15, 2026, and recommended approval of the Major Modification of the Planning Approval subject to the following conditions:

1. Retention of the note stating that "If any trees are proposed to be removed, the applicant should coordinate with Planning and Zoning and Urban Forestry staff on the location of replacement trees";
2. Submittal to and approval by Planning and Zoning of the revised Modified Planning Approval site plan prior to its recording in Probate Court, and provision of a copy of the recorded site plan (hard copy and .pdf) to Planning and Zoning; and,

3. Full compliance with all municipal codes and ordinances.

WHEREAS, the City Council finds that the proposed modification:

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

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

Section One: That the modification of the Planning Approval is hereby approved with the following required conditions:

1. Retention of the note stating that "If any trees are proposed to be removed, the applicant should coordinate with Planning and Zoning and Urban Forestry staff on the location of replacement trees";
2. Submittal to and approval by Planning and Zoning of the revised Modified Planning Approval site plan prior to its recording in Probate Court, and provision of a copy of the recorded site plan (hard copy and .pdf) to Planning and Zoning; and,
3. Full compliance with all municipal codes and ordinances.

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

NOTICE OF HEARING
OF PROPOSED AMENDMENT
TO THE UNIFIED DEVELOPMENT CODE

Notice is hereby given that the Mobile City Council proposes to consider the adoption of the below 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 Mobile City Council in the Auditorium of the Government Plaza in Mobile, Alabama on the 12th day of May, 2026, at 10:30 AM. At such time and place all persons who desire shall have an opportunity to be heard in opposition to or in favor of the amendment.

Synopsis of Proposed Amendment to the Unified Development Code

The proposed amendment to the Unified Development Code was published in full on the 15th day of April, 2026 in the Lagniappe.

The proposed amendment to the Unified Development Code concerns the property within the City of Mobile, located at **65 Mobile Street.**

The proposed amendment will modify a Planning Approval that was approved for said location on **July 20, 2023**. On December 11, 2025, the owner of said property applied for a Major Modification of a previously approved Planning Approval **allowing the expansion of an existing private school in an R-1, Single-Family Residential District, to allow the expansion of an existing private school in an R-1, Single-Family Residential Suburban District.** If approved, the major modification will **allow the expansion of an existing private school in an R-1, Single-Family Residential Suburban District,** subject to the following proposed conditions: 1. Retention of the note stating that "If any trees are proposed to be removed, the applicant should coordinate with Planning and Zoning and Urban Forestry staff on the location of replacement trees"; 2. Submittal to and approval by Planning and Zoning of the revised Modified Planning Approval site plan prior to its recording in Probate Court, and provision of a copy of the recorded site plan (hard copy and .pdf) to Planning and Zoning; and, 3. Full compliance with all municipal codes and ordinances.

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

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

WHEREAS, a Planning Approval was approved on **July 20, 2023, allowing the expansion of an existing private school in an R-1, Single-Family Residential District,** on property located at **65 Mobile Street** and described as follows:

LOT 1, UMS-WRIGHT SUBDIVISION AND ADDITION TO LOT 1 AS RECORDED IN MAP BOOK 123, PAGE 91 IN THE OFFICE OF JUDGE OF PROBATE COURT MOBILE COUNTY ALABAMA.

WHEREAS, on **December 11, 2025**, the owner of said property applied for a Major Modification of the previously approved Planning Approval **allowing the expansion of an existing private school in an R-1, Single-Family Residential District, to allow the expansion of an existing private school in an R-1, Single-Family Residential Suburban District.**

WHEREAS, the Planning Commission held a public hearing on the requested Major Modification on **January 15, 2026,** and recommended approval of the Major Modification of the Planning Approval subject to the following conditions:

1. Retention of the note stating that "If any trees are proposed to be removed, the applicant should coordinate with Planning and Zoning and Urban Forestry staff on the location of replacement trees";
2. Submittal to and approval by Planning and Zoning of the revised Modified Planning Approval site plan prior to its recording in Probate Court, and provision of a copy of the recorded site plan (hard copy and .pdf) to Planning and Zoning; and,
3. Full compliance with all municipal codes and ordinances.

WHEREAS, the City Council finds that the proposed modification:

a. Is consistent with all applicable requirements of this Chapter;
b. Is compatible with the character of the surrounding neighborhood;
c. Will not impede the orderly development and improvement of surrounding property;
d. Having considered the applicable factors the request will not adversely affect the health, safety or welfare of persons living or working in the surrounding neighborhood, or be more injurious to property or improvements in the neighborhood;
e. Is subject to adequate design standards to provide ingress and egress that minimize traffic hazards and traffic congestion on the public roads;
f. Is not noxious or offensive by reason of emissions, vibration, noise, odor, dust, smoke or gas; and
g. Shall not be detrimental or endanger the public health, safety or general welfare.

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

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

Section One: That the modification of the Planning Approval is hereby approved with the following required conditions:

1. Retention of the note stating that "If any trees are proposed to be removed, the applicant should coordinate with Planning and Zoning and Urban Forestry staff on the location of replacement trees";
2. Submittal to and approval by Planning and Zoning of the revised Modified Planning Approval site plan prior to its recording in Probate Court, and provision of a copy of the recorded site plan (hard copy and .pdf) to Planning and Zoning; and,
3. 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

UMS Wright Preparatory School
65 Mobile Street
Council District 1
Cory Penn

THE CITY OF MOBILE, AL
Planning & Zoning Department

MOBILE CITY PLANNING COMMISSION

April 1, 2026
City Council
Mobile Government Plaza
Mobile, Alabama 36644

Dear Council Members:

The Mobile City Planning Commission at its meeting on **January 15, 2026**, considered the request of **UMS Wright Preparatory School,** for a Major Modification of a previously approved Planning Approval **allowing the expansion of an existing private school in an R-1, Single-Family Residential District, to allow the expansion of an existing private school in an R-1, Single-Family Residential Suburban District** for the property located at **65 Mobile Street.**

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

1. Retention of the note stating that "If any trees are proposed to be removed, the applicant should coordinate with Planning and Zoning and Urban Forestry staff on the location of replacement trees";
2. Submittal to and approval by Planning and Zoning of the revised Modified Planning Approval site plan prior to its recording in Probate Court, and provision of a copy of the recorded site plan (hard copy and .pdf) to Planning and Zoning; and,
3. Full compliance with all municipal codes and ordinances.

Copies of the application and reports are attached.

Sincerely,

Stephen Guthrie

Stephen Guthrie
Deputy Director, Planning & Zoning Department

maf
Attachments

Don Whittington

From: Don Whittington
Sent: Tuesday, March 31, 2026 7:05 AM
To: 'Melissa Nolte'
Subject: RE: UMS 5 Classroom

J.6 H U8506 - 2025

Melissa,
Below are the advertising fees for the PUD & PA modification.

MOD-003572-2025
The advertising fee for this application is based on the current legal description is $364.04. 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.

MOD-003573-2025
The advertising fee for this application is based on the current legal description is $345.80. 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.

[redacted]

Thanks, any way to confirm if council has approved?

I know Tommy A attended the hearing or meeting and it was approved at that, not sure if thats the same.

MELISSA NOLTE
Walcott Adams Verneuille Architects
One South School Street
Fairhope, AL 36532
[redacted]

PLANNING AND ZONING
1 APR 2026 AM 11:26

Received
Michelle French Planning & Zoning

On Mar 30, 2026, at 11:20 AM, Don Whittington [redacted]

1

THE CITY OF MOBILE, ALABAMA
MOBILE CITY PLANNING COMMISSION

LETTER OF DECISION

January 16, 2026

UMS-Wright Preparatory School
65 North Mobile Street
Mobile, Alabama 36607

Re: 65 Mobile Street
MOD-003572-2025
UMS Wright Preparatory School
District 1
Major Modification of a previously approved Planning Approval allowing the expansion of an existing private school in an R-1, Single-Family Residential District, to allow the expansion of an existing private school in an R-1, Single-Family Residential Suburban District

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

At its meeting on January 15, 2026, the Planning Commission considered the above referenced application.

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

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

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

1. Retention of the note stating that "If any trees are proposed to be removed, the applicant should coordinate with Planning and Zoning and Urban Forestry staff on the location of replacement trees";
2. Submittal to and approval by Planning and Zoning of the revised Modified Planning Approval site plan prior to its recording in Probate Court, and provision of a copy of the recorded site plan (hard copy and .pdf) to Planning and Zoning; and,
3. Full compliance with all municipal codes and ordinances.

The advertising fee for this application is based on the current legal description is **$364.04.** Upon receipt of this fee (*check made out to the "City of Mobile"*), your application will be forwarded to the City Clerk's office to be scheduled for public hearing by the City Council.

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

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

Sincerely,

MOBILE CITY PLANNING COMMISSION
Ms. Jennifer Denson, Secretary

By: Stephen Guthrie
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:	65 North Mobile Street Al 36607	
Email:	[redacted]	
Phone:	[redacted]	
Email:		
Name:	Todd Morris Finance Director | UMS-Wright Preparatory School	

[redacted]

	Owner	Design Professional
Name:	UMS-Wright Preparatory School	
Firm:		
Phone:	[redacted]	
Email:		
Address:	65 N. Mobile St. Mobile Al 3660	

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

PART OF LOT 1 UMS-WRIGHT SUBDIVISION RESUBDIVISION AND ADDITION TO LOT 1 — 52.19+-

Property Address — Property Area (acres or square feet)

R022908184002100.000, R022908184002101.000, R022908191001002.000, R022908173000019.000,R022907230003358.000, R022907230006165.000

Parcel Number(s) or Key Number(s)

R-1

Present Zoning or Transect District — Proposed Zoning or Transect District (if applicable)

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

This requirement applies to any of the following applications:

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

Have you provided the required Neighborhood Meeting Documentation, if applicable? ☐ Yes ☐ No

4. LABELS FOR NOTIFICATION Provide the names and complete addresses of owners of property lying within 300 feet of the property in this application, as shown by the latest assessment records of the Mobile County Revenue Commissioner's Office located in the plat and map room. ALL property ownership information provided for notification MUST be verified through Probate Court records. Each name and address must be TYPED on a standard size (approximately 1" x 2-5/8") white self-adhesive label. Include one (1) label with the APPLICANT'S name and address, plus one (1) label with the OWNER'S name and address (if applicant and owner differ). A PHOTOCOPY OF THE TYPED LABELS MUST ALSO BE SUBMITTED. (Please use 8_1/2" x 11" sheets of labels).

5. SIGNATURE It is warranted in good faith by the applicant whose name is signed hereto that all of the above facts are true and correct.

Owner Signature — Date

Applicant or Agent Signature (if applicable) — 12/9/2025 — Date

AGREEMENT ALLOWING THE CITY OF MOBILE TO POST PUBLIC NOTICE SIGNS ON PROPERTY PENDING BEFORE THE MOBILE CITY PLANNING COMMISSION

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

Applicant or Agent Signature — 12/9/2025 — Date

[redacted]

CHECKLIST D
Previously approved Planning Approvals and Planned Unit Developments

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

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

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

---

1. Describe how the proposal aligns with the Comprehensive Plan, Map for Mobile.
   The new basketball court will be another addition to UMS-Wright's diverse athletic facilities to promote physical fitness, sportsmanship and team play for students of all ages.

   Future Land Use Map (FLUM) Designation

2. Describe how is the proposal and plan compatible with the character of the surrounding neighborhood.
   UMS-Wright has operated in harmony with the surrounding neighborhood for many years.

3. Describe how the proposal prevents impacts on the development or improvement of adjacent property.
   Although UMS-Wright property is zoned R-1 and operating as business, all surrounding adjacent properties are zoned B-3 Community Business with daytime/weekday operating hours. Any after hour or weekend use should have no effect on their normal business operations.

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

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

[redacted]

6. Please provide the following information:

- ☐ The location, type and height of buildings or structures: (e.g., The existing structure is 24 feet tall)
  The new administrative building entrance will be approximately 24 feet to peak of roof.
  Library facade improvements are approximately 30 feet high.
- ☐ The type and location of landscaping and screening: (e.g., A row of shrubs is located along the western edge of the property)
  The UMS-Wright is landscaped with numerus trees, shrubs, hedges and other vegetation throughout the campus.
- ☐ Lighting:
  The areas of new construction has existing lighting.
- ☐ Hours of operation:
  7:30 AM to 3:00 PM
- ☐ Other conditions that are unique to the use of the property:

7. Describe how the proposal will minimize elements that may be noxious or offensive by reason of emissions, vibration, noise, odor, dust, smoke or gas; or have elements that are detrimental to the public health, safety or general welfare.
   The proposed basketball court will not add too or create any of the elements listed above.

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

[redacted]

City of Mobile · Planning & Zoning

Plan Submission Contact Information

Name of Project: UMS-Wright PUD Modifications

Address: 65 N. Mobile Street, Mobile Al 36607

Owner: UMS-Wright Preparatory School

Address: 65 N. Mobile Street, Mobile Al 36607 Zip Code: 36607

Phone: [redacted] Fax: Email: [redacted]

Authorized Agent: McCrory & Williams

Address: 3207 International Dr. Mobile Al Zip Code: 36606

Pho[redacted]

Contractor: U/K

Address: Zip Code:

Phone: Fax: Email:

Civil Engineer: McCrory & Williams

Address: 3207 International Dr. Mobile Al Zip Code: 36606

Pho[redacted]

Architect: Walcott, Adams,Verneville

Address: 1, South School St. Fairhope Al Zip Code: 36532

Pho[redacted]

Submitted by:

Signature

Don Whittington

Print

12.9.25

Date

Project Manager

Affiliation to project/Organization

[redacted]

Revised May 2020

City of Mobile • Planning & Zoning

Corporate Letter of Authorization

I, FRANK GILL, give authority for the following person(s) to execute all documents and activities (including but not limited to: submitting and signing for associated applications for consideration by the Mobile City Planning Commission and/or Board of Zoning Adjustment) with the City of Mobile Planning & Zoning Department, on behalf of VMS-Wright, a corporation for the property located within the city limits of Mobile, Alabama at 65 Mobile Street Mobile AL 36607

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.

DOUG BARBER
Designee (1)

[redacted]
Phone Number

TODD MORRIS
Designee (2)

[redacted]
Phone Number

[signature]
Signature of Company Owner

12/15/2025
Date

Outlook

Re: UMS Wright Preparatory School (Planning Approval MOD-003572-2025)

[redacted]

Good morning,

We have completed our review of the Major Modification application referenced above. An invoice for the application fees has been issued. **Please note that the application will not be considered complete until all fees have been processed.**

If all fees are paid **by noon on Wednesday, December 17, 2025**, the application will be considered **complete** and placed on the agenda for the **January 15, 2025,** Planning Commission meeting. If this deadline is not met, the application will be **held over** until it is complete.

IMPORTANT
The City of Mobile Planning and Zoning Department will **never request payment via wire transfer** or any other suspicious method. If you receive any questionable communication claiming to be from our department, please report it immediately to: planning@cityofmobile.org.

If you have any questions or need further clarification, please do not hesitate to contact us.

Regards,
Logan Anderson
Principal Planner
Build Mobile
[redacted]

BUILDMOBILE

[redacted]

Good afternoon,

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

1. **Owner Authorization:** Please provide an authorization letter issued by UMS Wright Preparatory School explicitly authorizing the person signing the application to act on their behalf.
2. **DWG File Submission:** If you have not already done so, please submit the **DWG AutoCAD file** for the site plan to our GIS staff. For your convenience, **Tori** has been copied on this message.

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

If all requirements are fulfilled **by noon on Wednesday, December 17, 2025**, the application will be considered **complete** and placed on the agenda for the **January 15, 2025,** Planning Commission meeting. If this deadline is not met, the application will be **held over** until it is complete.

If you have any questions or need further clarification, please do not hesitate to contact us.

Regards,
Logan Anderson
Principal Planner
Build Mobile
[redacted]

BUILDMOBILE

[redacted]

Good afternoon,

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

1. **Complete Application:** It appears we're missing the first page of the Planning Commission application. Please upload to the case accordingly.
2. **Owner Authorization:** Please provide an authorization letter issued by UMS Wright Preparatory School explicitly authorizing the person signing the application to act on their behalf.
3. **DWG File Submission:** If you have not already done so, please submit the **DWG AutoCAD file** for the site plan to our GIS staff. For your convenience, **Tori** has been copied on this message.

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If all requirements are fulfilled **by noon on Monday, December 15, 2025**, the application will be considered **complete** and placed on the agenda for the **January 15, 2025,** Planning Commission meeting. If this deadline is not met, the application will be **held over** until it is complete.

If you have any questions or need further clarification, please do not hesitate to contact us.

Regards,
Logan Anderson
Principal Planner
Build Mobile
[redacted]

BUILDMOBILE

Outlook

Re: UMS Wright Preparatory School (Planning Approval MOD-003572-2025)

[redacted]

Good afternoon,

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

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If you have any questions or need further clarification, please do not hesitate to contact us.

Regards,
Logan Anderson
Principal Planner
Build Mobile
[redacted]

BUILDMOBILE

[redacted]

Good afternoon,

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

1. **Complete Application:** It appears we're missing the first page of the Planning Commission application. Please upload to the case accordingly.

2. **Owner Authorization:** Please provide an authorization letter issued by UMS Wright Preparatory School explicitly authorizing the person signing the application to act on their behalf.

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

If all requirements are fulfilled **by noon on Monday, December 15, 2025**, the application will be considered **complete** and placed on the agenda for the **January 15, 2025,** Planning Commission meeting. If this deadline is not met, the application will be **held over** until it is complete.

If you have any questions or need further clarification, please do not hesitate to contact us.

Regards,
Logan Anderson
Principal Planner
Build Mobile
[redacted]

BUILDMOBILE

Outlook

UMS Wright Preparatory School (Planning Approval MOD-003572-2025)

[redacted]

Good afternoon,

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

1. **Complete Application:** It appears we're missing the first page of the Planning Commission application. Please upload to the case accordingly.

2. **Owner Authorization:** Please provide an authorization letter issued by UMS Wright Preparatory School explicitly authorizing the person signing the application to act on their behalf.

3. **DWG File Submission:** If you have not already done so, please submit the **DWG AutoCAD file** for the site plan to our GIS staff. For your convenience, **Tori** has been copied on this message.

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

If all requirements are fulfilled **by noon on Monday, December 15, 2025**, the application will be considered **complete** and placed on the agenda for the **January 15, 2025,** Planning Commission meeting. If this deadline is not met, the application will be **held over** until it is complete.

If you have any questions or need further clarification, please do not hesitate to contact us.

Regards,
Logan Anderson
Principal Planner
Build Mobile

[redacted]

BUILDMOBILE

	Owner	Design Professional
Name:	UMS-Wright Preparatory School	
Firm:		
Phone:	[redacted]	
Email:		
Address:		

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

PART OF LOT 1 UMS-WRIGHT SUBDIVISION RESUBDIVISION AND ADDITION TO LOT 1 — 52.19+-

Property Address — Property Area (acres or square feet)

R022908184002100.000, R022908184002101.000, R022908191001002.000, R022908173000019.000,R022907230003358.000, R022907230006185.000

Parcel Number(s) or Key Number(s)

R-1

Present Zoning or Transect District — Proposed Zoning or Transect District (if applicable)

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

This requirement applies to any of the following applications:

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

Have you provided the required Neighborhood Meeting Documentation, if applicable? ☐ Yes ☐ No

4. LABELS FOR NOTIFICATION Provide the names and complete addresses of owners of property lying within 300 feet of the property in this application, as shown by the latest assessment records of the Mobile County Revenue Commissioner's Office located in the plat and map room. ALL property ownership information provided for notification MUST be verified through Probate Court records. Each name and address must be TYPED on a standard size (approximately 1" x 2-5/8") white self-adhesive label. Include one (1) label with the APPLICANT'S name and address, plus one (1) label with the OWNER'S name and address (if applicant and owner differ). A PHOTOCOPY OF THE TYPED LABELS MUST ALSO BE SUBMITTED. (Please use 8_1/2" x 11" sheets of labels).

5. SIGNATURE It is warranted in good faith by the applicant whose name is signed hereto that all of the above facts are true and correct.

Owner Signature — Date

Applicant or Agent Signature (if applicable) — Date: 12/9/2025

AGREEMENT ALLOWING THE CITY OF MOBILE TO POST PUBLIC NOTICE SIGNS ON PROPERTY PENDING BEFORE THE MOBILE CITY PLANNING COMMISSION

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

Applicant or Agent Signature — Date: 12/9/2025

[redacted]

CHECKLIST D

Previously approved Planning Approvals and Planned Unit Developments

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

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

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

---

1. Describe how the proposal aligns with the Comprehensive Plan, Map for Mobile.
   The new basketball court will be another addition to UMS-Wright's diverse athletic facilities to promote physical fitness, sportsmanship and team play for students of all ages.

   Future Land Use Map (FLUM) Designation

2. Describe how is the proposal and plan compatible with the character of the surrounding neighborhood.
   UMS-Wright has operated in harmony with the surrounding neighborhood for many years.

3. Describe how the proposal prevents impacts on the development or improvement of adjacent property.
   Although UMS-Wright property is zoned R-1 and operating as business, all surrounding adjacent properties are zoned B-3 Community Business with daytime/weekday operating hours. Any after hour or weekend use should have no effect on their normal business operations.

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

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

[redacted]

6. Please provide the following information:

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

The new administrative building entrance will be approximately 24 feet to peak of roof.

Library facade improvements are approximately 30 feet high.

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

The UMS-Wright is landscaped with numerus trees, shrubs, hedges and other vegetation throughout the campus.

- ☐ Lighting:

The areas of new construction has existing lighting.

- ☐ Hours of operation:

7:30 AM to 3:00 PM

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

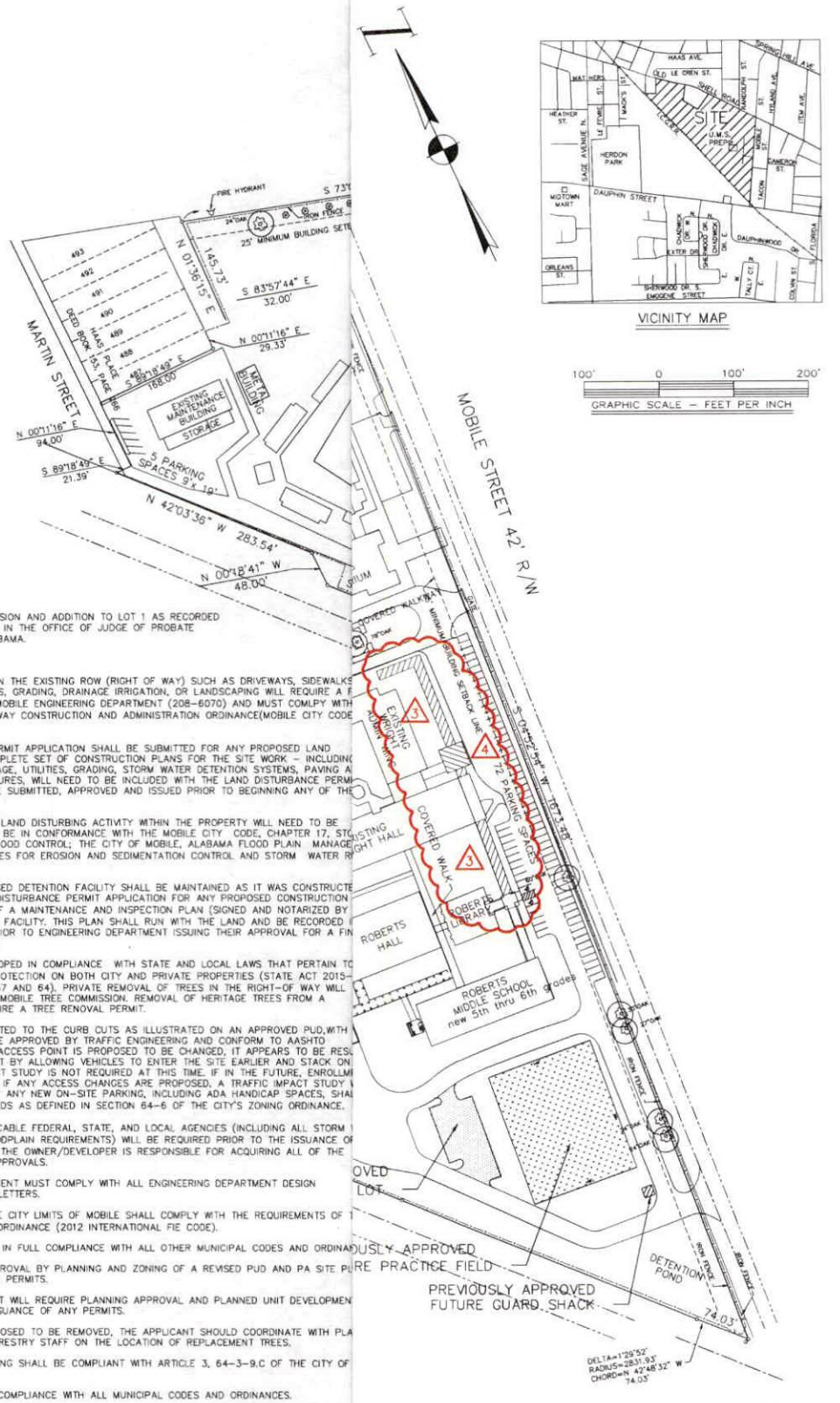
7. Describe how the proposal will minimize elements that may be noxious or offensive by reason of emissions, vibration, noise, odor, dust, smoke or gas; or have elements that are detrimental to the public health, safety or general welfare.

The proposed basketball court will not add too or create any of the elements listed above.

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

By providing education and physical fitness benefits.

[redacted]



DESCRIPTION:

LOT 1, UMS–WRIGHT SUBDIVISION AND ADDITION TO LOT 1 AS RECORDED IN MAP BOOK 123, PAGE 91 IN THE OFFICE OF JUDGE OF PROBATE COURT MOBILE COUNTY ALABAMA.

NOTES:

1. ANY WORK PERFORMED IN THE EXISTING ROW (RIGHT OF WAY) SUCH AS DRIVEWAYS, SIDEWALKS UTILITY, UTILITY CONNECTIONS, GRADING, DRAINAGE IRRIGATION, OR LANDSCAPING WILL REQUIRE A F PERMIT FROM THE CITY OF MOBILE ENGINEERING DEPARTMENT (208–6070) AND MUST COMLPY WITH 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. A COMPLETE SET OF CONSTRUCTION PLANS FOR THE SITE WORK – INCLUDING BUT NOT LIMITED TO, DRAINAGE, UTILITIES, GRADING, STORM WATER DETENTION SYSTEMS, PAVING A ALL ABOVE GROUND STRUCTURES, WILL NEED TO BE INCLUDED WITH THE LAND DISTURBANCE PERMI THIS PERMIT MUST BE TO BE SUBMITTED, APPROVED AND ISSUED PRIOR TO BEGINNING ANY OF THE CONSTRUCTION.

3. ANY AND ALL PROPOSED LAND DISTURBING ACTIVITY WITHIN THE PROPERTY WILL NEED TO BE SUBMITTED FOR REVIEW AND BE IN CONFORMANCE WITH THE MOBILE CITY CODE, CHAPTER 17, STO WATER MANAGEMENT AND FLOOD CONTROL; THE CITY OF MOBILE, ALABAMA FLOOD PLAIN MANAGE PLAN (1984); AND, THE RULES FOR EROSION AND SEDIMENTATION CONTROL AND STORM WATER R CONTROL.

4. ANY EXISTING OR PROPOSED DETENTION FACILITY SHALL BE MAINTAINED AS IT WAS CONSTRUCTE AND APPROVED. THE LAND DISTURBANCE PERMIT APPLICATION FOR ANY PROPOSED CONSTRUCTION INCLUDES A REQUIREMENT OF A MAINTENANCE AND INSPECTION PLAN (SIGNED AND NOTARIZED BY OWNER) FOR THE DETENTION FACILITY. THIS PLAN SHALL RUN WITH THE LAND AND BE RECORDED COUNTY PROBATE OFFICE PRIOR TO ENGINEERING DEPARTMENT ISSUING THEIR APPROVAL FOR A FIN CERTIFICATE OF OCCUPANCY.

5. PROPERTY TO BE DEVELOPED IN COMPLIANCE WITH STATE AND LOCAL LAWS THAT PERTAIN TO TREE PRESERVATION AND PROTECTION ON BOTH CITY AND PRIVATE PROPERTIES (STATE ACT 2015– AND CITY CODE CHAPTERS 57 AND 64). PRIVATE REMOVAL OF TREES IN THE RIGHT–OF WAY WILL REQUIRE APPROVAL OF THE MOBILE TREE COMMISSION. REMOVAL OF HERITAGE TREES FROM A COMMERCIAL SITE WILL REQUIRE A TREE RENOVAL PERMIT.

6. ACCESS TO THE SITE LIMITED TO THE CURB CUTS AS ILLUSTRATED ON AN APPROVED PUD,WITH LOCATION AND DESIGN TO BE APPROVED BY TRAFFIC ENGINEERING AND CONFORM TO AASHTO STANDARDS. ALTHOUGH AN ACCESS POINT IS PROPOSED TO BE CHANGED, IT APPEARS TO BE RESU IN AN OVERALL IMPROVEMENT BY ALLOWING VEHICLES TO ENTER THE SITE EARLIER AND STACK ON PROPERTY. A TRAFFIC IMPACT STUDY IS NOT REQUIRED AT THIS TIME. IF IN THE FUTURE, ENROLLM CAPACITY IS INCREASED, OR IF ANY ACCESS CHANGES ARE PROPOSED, A TRAFFIC IMPACT STUDY BE REQUIRED FOR THIS SITE. ANY NEW ON–SITE PARKING, INCLUDING ADA HANDICAP SPACES, SHA MEET THE MINIMUM STANDARDS AS DEFINED IN SECTION 64–6 OF THE CITY'S ZONING ORDINANCE.

7. THE APPROVAL OF APPLICABLE FEDERAL, STATE, AND LOCAL AGENCIES (INCLUDING ALL STORM RUNOFF, WETLAND AND FLOODPLAIN REQUIREMENTS) WILL BE REQUIRED PRIOR TO THE ISSUANCE OF LAND DISTURBANCE PERMIT. THE OWNER/DEVELOPER IS RESPONSIBLE FOR ACQUIRING ALL OF THE NECESSARY PERMITS AND APPROVALS.

8. THE PROPOSED DEVELOPMENT MUST COMPLY WITH ALL ENGINEERING DEPARTMENT DESIGN REQUIREMENTS AND POLICY LETTERS.

9. ALL PROJECTS WITHIN THE CITY LIMITS OF MOBILE SHALL COMPLY WITH THE REQUIREMENTS OF CITY OF MOBILE FIRE CODE ORDINANCE (2012 INTERNATIONAL FIE CODE).

10. DEVELOPMENT SHALL BE IN FULL COMPLIANCE WITH ALL OTHER MUNICIPAL CODES AND ORDINA

11. SUBMISSION TO AND APPROVAL BY PLANNING AND ZONING OF A REVISED PUD AND PA SITE PL PRIOR TO ANY REQUEST FOR PERMITS.

12. ANY FUTURE DEVELOPMET WILL REQUIRE PLANNING APPROVAL AND PLANNED UNIT DEVELOPMEN APPROVAL PRIOR TO THE ISSUANCE OF ANY PERMITS.

13. IF ANY TREES ARE PROPOSED TO BE REMOVED, THE APPLICANT SHOULD COORDINATE WITH PLA AND ZONING AND URBAN FORESTRY STAFF ON THE LOCATION OF REPLACEMENT TREES.

14. NEW PARKING LOT LIGHTING SHALL BE COMPLIANT WITH ARTICLE 3, 64–3–9.C OF THE CITY OF MOBILE ZONING ORDINANCE.

15. PUD SHALL BE IN FULL COMPLIANCE WITH ALL MUNICIPAL CODES AND ORDINANCES.

G:\U8506–UMS Wright\PUDS\PUD 6.12.23\UMS WRIGHT–PUD 12.8.25.DWG

REVISIONS
REVISED DECEMBER 8, 2025: ADDITION OF BATHROOM, BASKETBALL COURT, COVERED SIDEWALKS AND ENTRAN

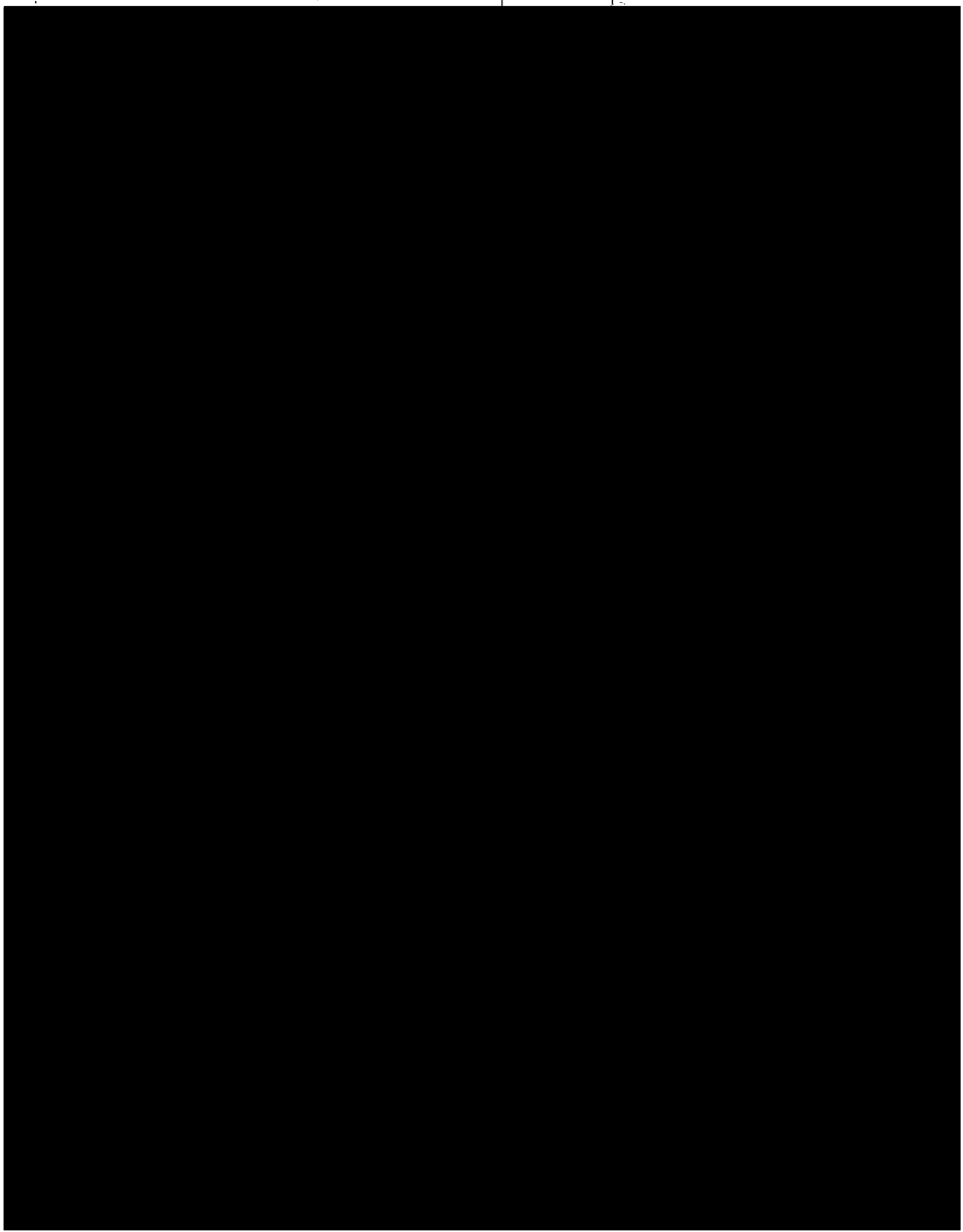
REVISED PUD–00106–2019)
for
RIGHT PREPARATORY SCHOOL
OUTH, RANGE 1 WEST, MOBILE COUNTY, ALABAMA

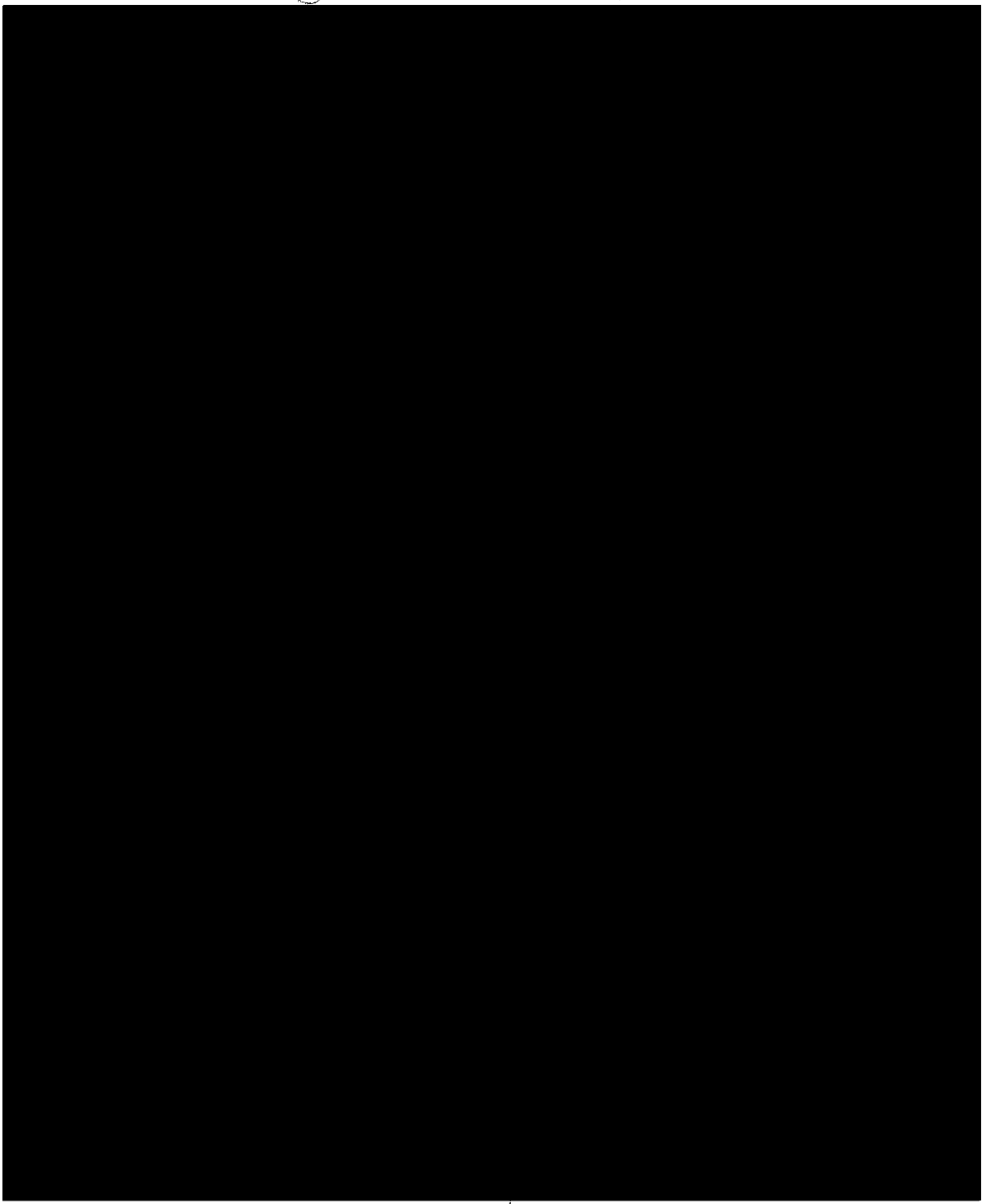
DRAWN BY: D.W.	APPROVED BY:	SHEET 1 OF 1

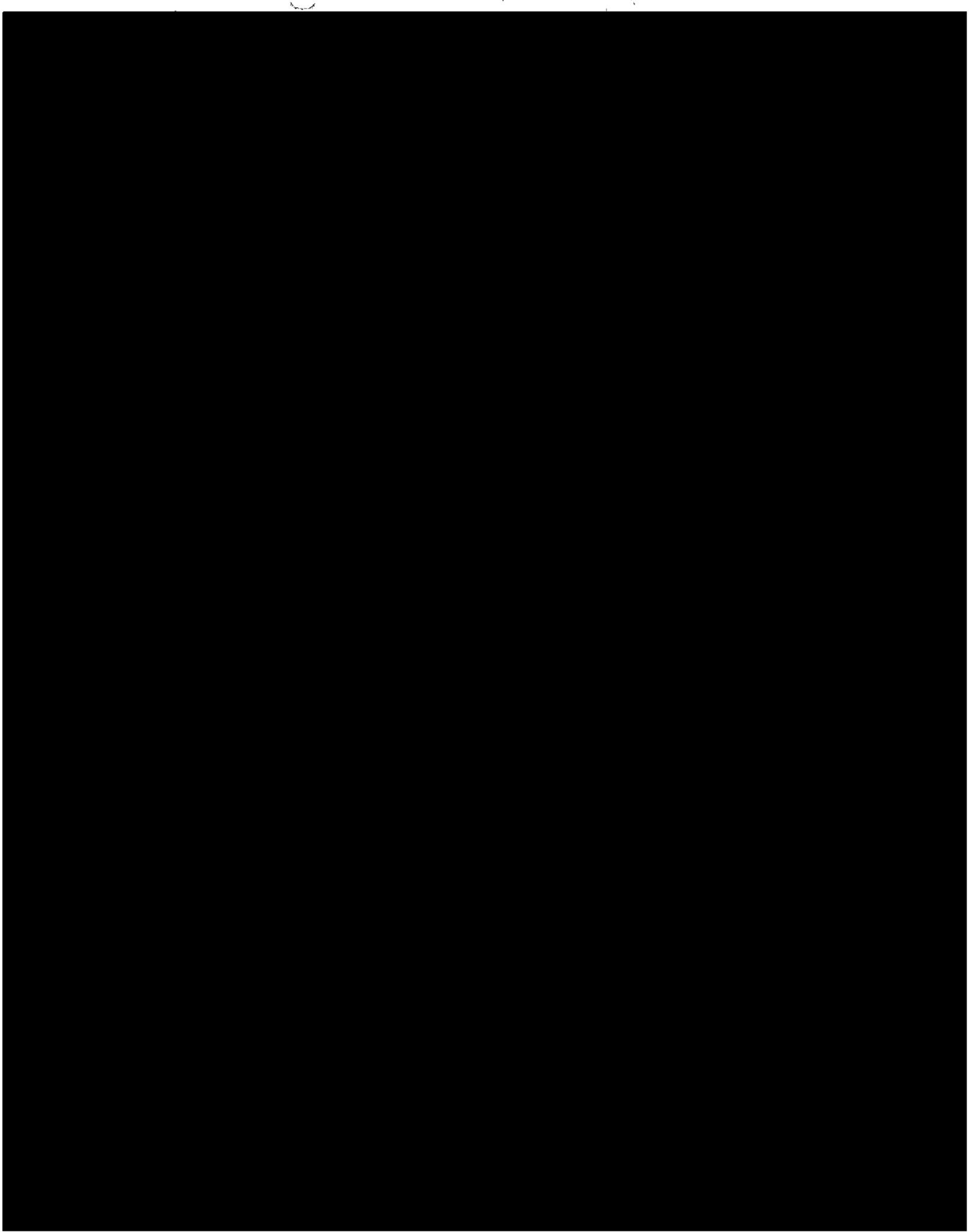
UMS-WRIGHT PREPARATORY SCHOOL

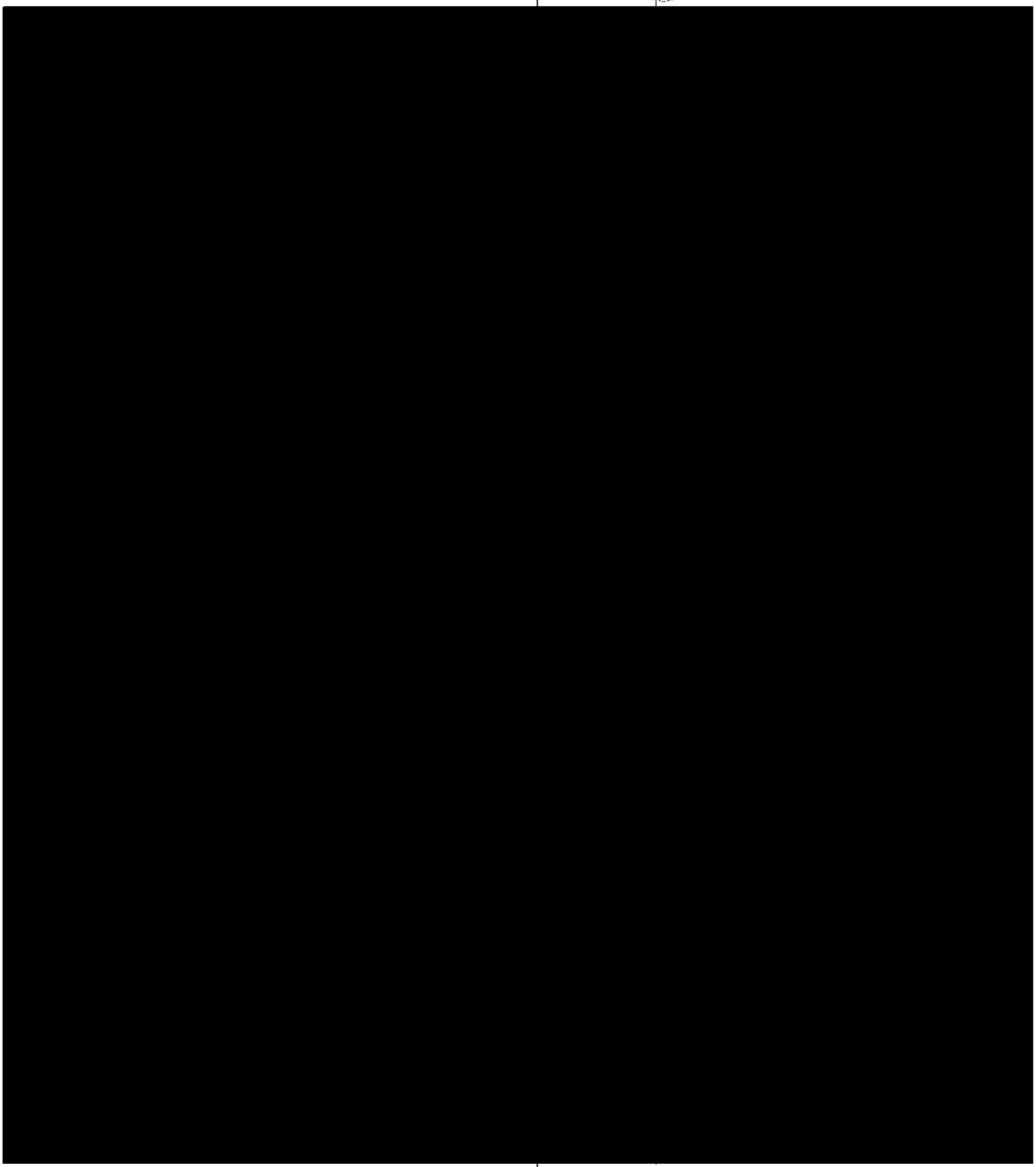
Description and Justification Letter:

UMS-Wright has existed and operated as a school for many years in an R-1 Zone. In their continuing efforts to provide a quality education and physical fitness curriculum, they are requesting a revision to the previously approved PUD & PA. The improvements will consist of the addition of a small bathroom, basketball court, covered sidewalk and improvements to the library building facade.









Agenda Item #: 12

MOD-003572-2025 & MOD-003573-2025

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

Applicant Materials for Consideration – Planned Unit Development Modification

Applicant Materials for Consideration – Planning Approval Modification

DETAILS

Location:
65 Mobile Street

Applicant / Agent:
UMS Wright Preparatory School

Property Owner:
UMS-Wright Corporation

Current Zoning:
R-1, Single-Family Residential Suburban District

Future Land Use:
Institutional

Applicable Codes, Policies, and Plans:
- Unified Development Code
- Subdivision Regulations
- Map for Mobile Comprehensive Plan

Schedule for Development:
- Not provided

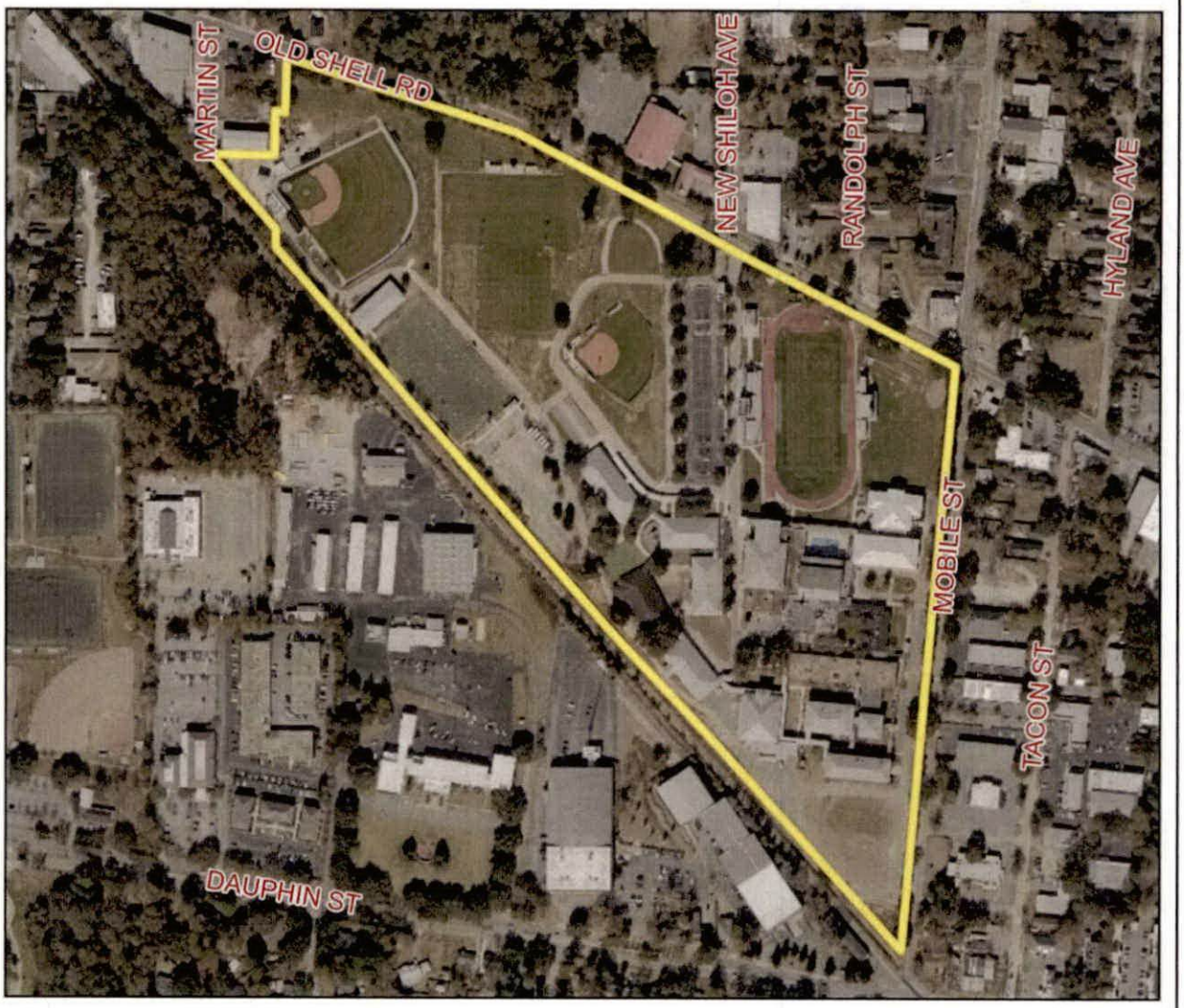
Proposal:
- Modification of a previously approved Planned Unit Development
- Modification of a previously approved Planning Approval

Considerations:
1. Modification of a previously approved Planned Unit Development with three (3) conditions; and
2. Modification of a previously approved Planning Approval with three (3) conditions.

Report Contents: **Page**

Context Map 2
Site History 3
Staff Comments 3
Commission Considerations 4
Exhibits 6

PLANNING COMMISSION
VICINITY MAP - EXISTING AERIAL



The site is surrounded by commercial and residential units.

APPLICATION NUMBER 12 DATE January 15, 2026

APPLICANT UMS Wright Preparatory School

REQUEST PA Modification, PUD Modification

N

NTS

SITE HISTORY

Since 1988, the subject site has been the subject of numerous Planning Approvals (PAs) to allow a private school in an R-1 district, and Planned Unit Developments (PUDs) to allow multiple buildings on a single building site, with shared access between multiple building sites. The most recent of these applications were approved by the Planning Commission at its July 20, 2023 meeting to allow for construction of an addition to a kindergarten classroom, a practice field, a guard shack, and a parking lot with 21 parking spaces.

STAFF COMMENTS

Engineering Comments:

Planned Unit Development Modification (MOD-003573-2025)

Retain NOTES #1 - #6, as shown on the PUD SITE PLAN Sheet C-100.

Planning Approval Modification (MOD-003572-2025)

No comments.

Traffic Engineering Comments:

Access to the site is limited to the driveways shown on the approved PUD plan with 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 subject site is developed as an existing private school in an R-1, Single-Family Residential Suburban District. The applicant wishes to construct a basketball court, a small bathroom, a covered sidewalk, and improvements to the library building façade. As PAs and PUDs are site plan specific, and the proposed changes are not considered minor changes, the site is required to obtain Modification approval in order to proceed with the construction.

All of the proposed improvements are contained within the existing boundaries of the school property, with no improvements made within any required setbacks.

None of the proposed improvements to the site will increase the minimum parking requirements for the site.

It is unclear if the proposed additions to the site will result in the removal of any required trees. If trees are to be removed, the applicant should coordinate with staff to insure the site maintains compliance with the tree plans on file. A note on the site plan states this, and should be retained on the site plan, if approved.

PLANNING APPROVAL / PLANNED UNIT DEVELOPMENT MODIFICATION CONSIDERATIONS

Standards of Review:

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

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

1. Is consistent with all applicable requirements of this Chapter;
2. Is compatible with the character of the surrounding neighborhood;
3. Will not impede the orderly development and improvement of surrounding property;
4. Will not adversely affect the health, safety or welfare of persons living or working in the surrounding neighborhood, or be more injurious to property or improvements in the neighborhood:

    a. In making this determination, the Planning Commission and City Council shall consider the location, type and height of buildings or structures, the type and extent of landscaping and screening, lighting, hours of operation or any other conditions that mitigate the impacts of the proposed development; and
    b. Includes adequate public facilities and utilities;

5. Is subject to adequate design standards to provide ingress and egress that minimize traffic hazards and traffic congestion on the public roads;
6. Is not noxious or offensive by reason of emissions, vibration, noise, odor, dust, smoke or gas; and
7. Shall not be detrimental or endanger the public health, safety or general welfare.
8. Benefits Consideration. In addition, consideration should also be given to the City's and the larger community's best interests and the need, benefit, or public purpose of the proposed request.

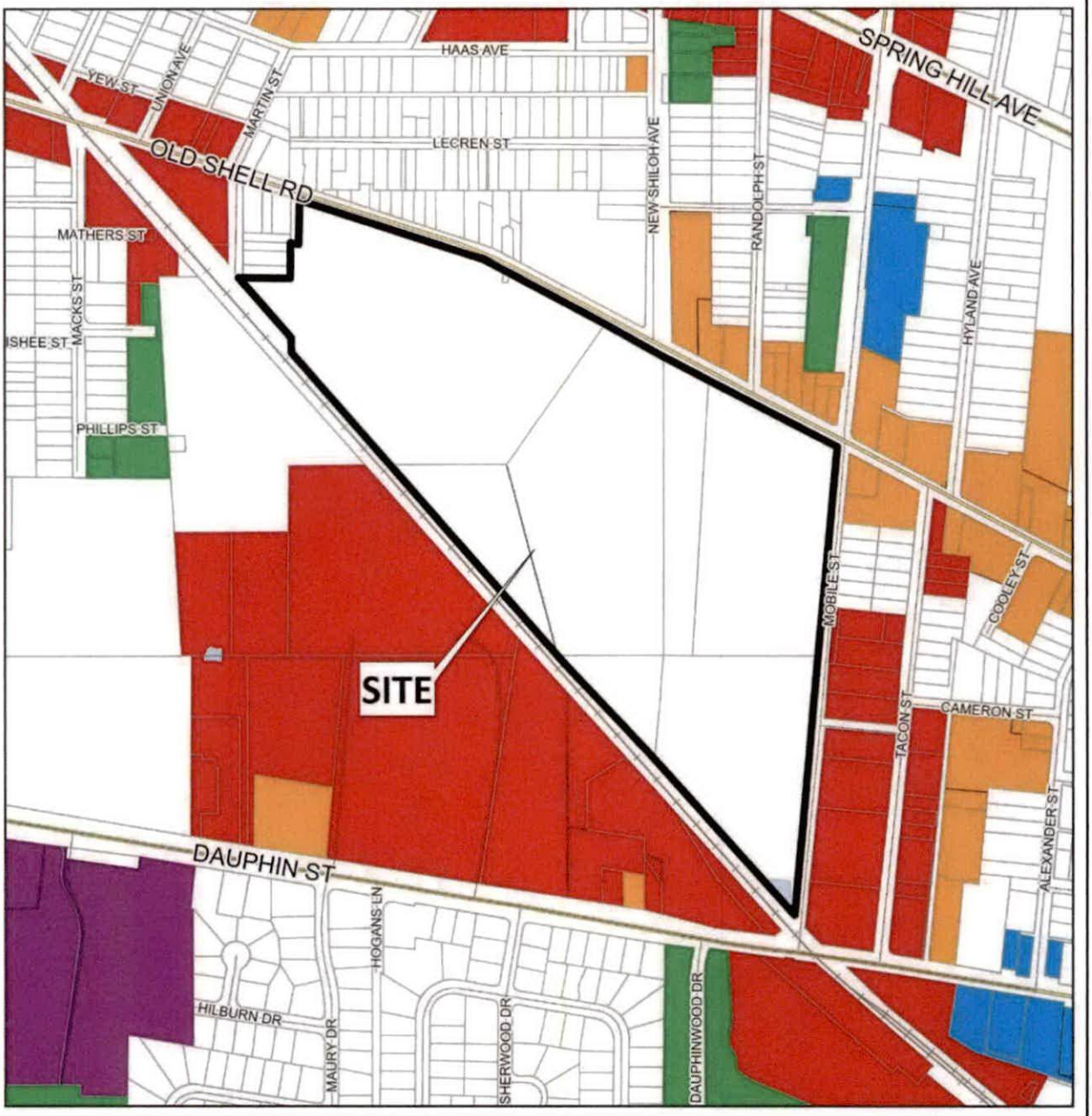
The applicant's responses to address the above criteria are available in the link on page one (1).

Considerations:

If the Planning Commission considers a recommendation of approval of the Modified Planning Approval / Planned Unit Development, the following conditions should apply:

1. Retention of the note stating that "If any trees are proposed to be removed, the applicant should coordinate with Planning and Zoning and Urban Forestry staff on the location of replacement trees";
2. Submittal to and approval by Planning and Zoning of the revised Modified Planned Unit Development site plan prior to its recording in Probate Court, and provision of a copy of the recorded site plan (hard copy and .pdf) to Planning and Zoning; and,
3. Full compliance with all municipal codes and ordinances.

LOCATOR ZONING MAP



APPLICATION NUMBER 12 DATE January 15, 2026

APPLICANT UMS Wright Preparatory School

REQUEST PA Modification, PUD Modification

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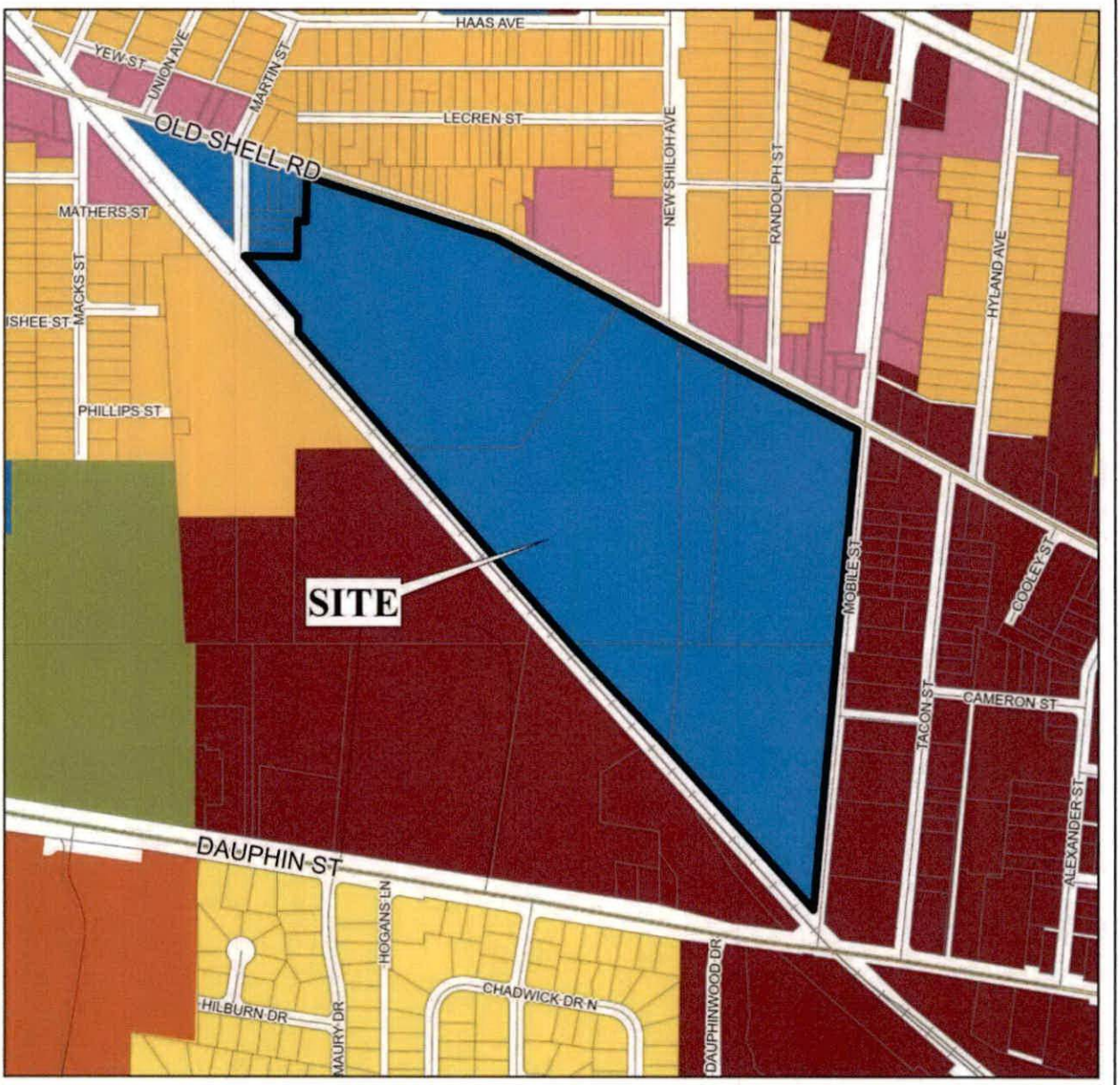
NTS

FLUM LOCATOR MAP



APPLICATION NUMBER 12 DATE January 15, 2026

APPLICANT UMS Wright Preparatory School

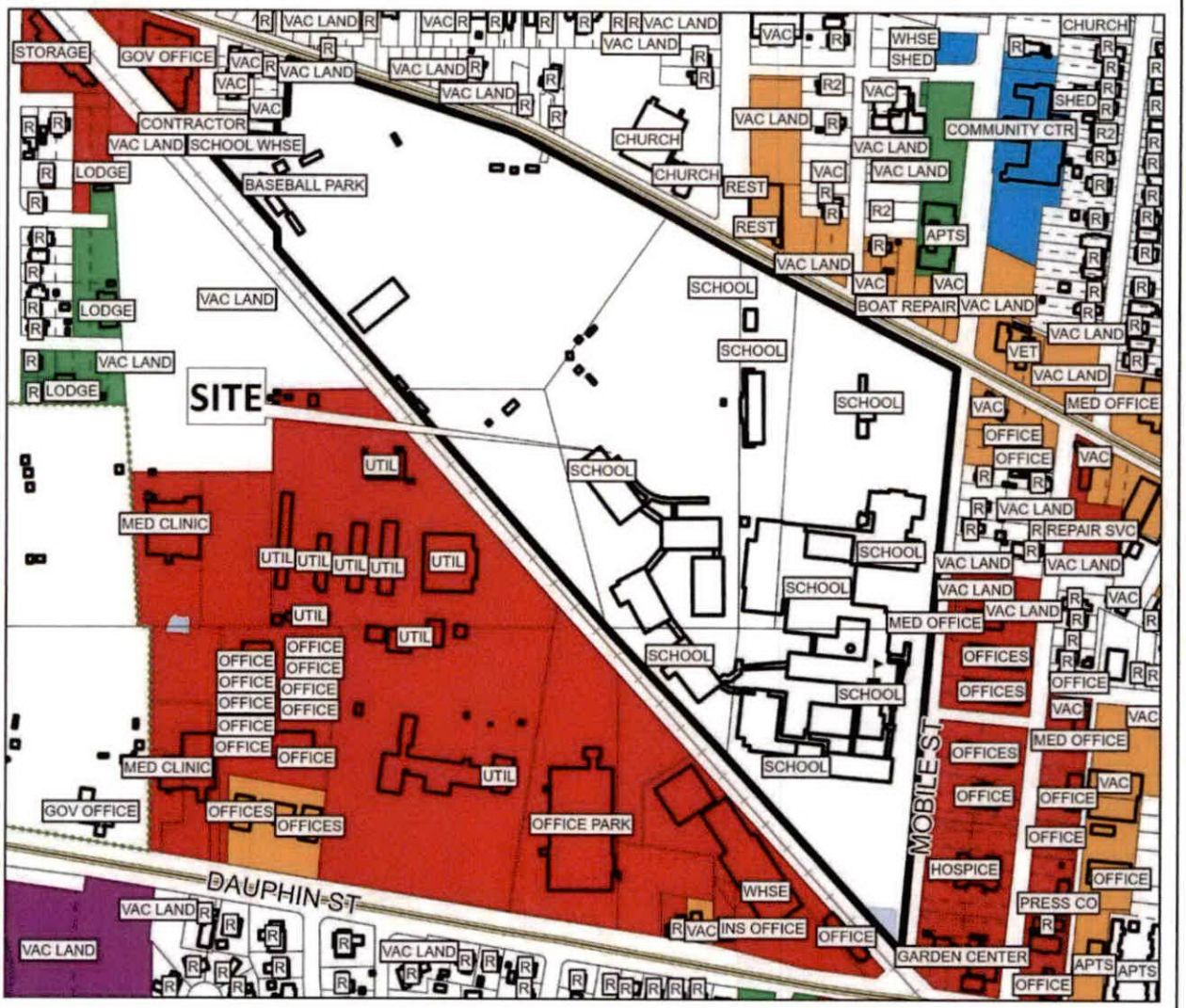
REQUEST PA Modification, PUD Modification

- 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



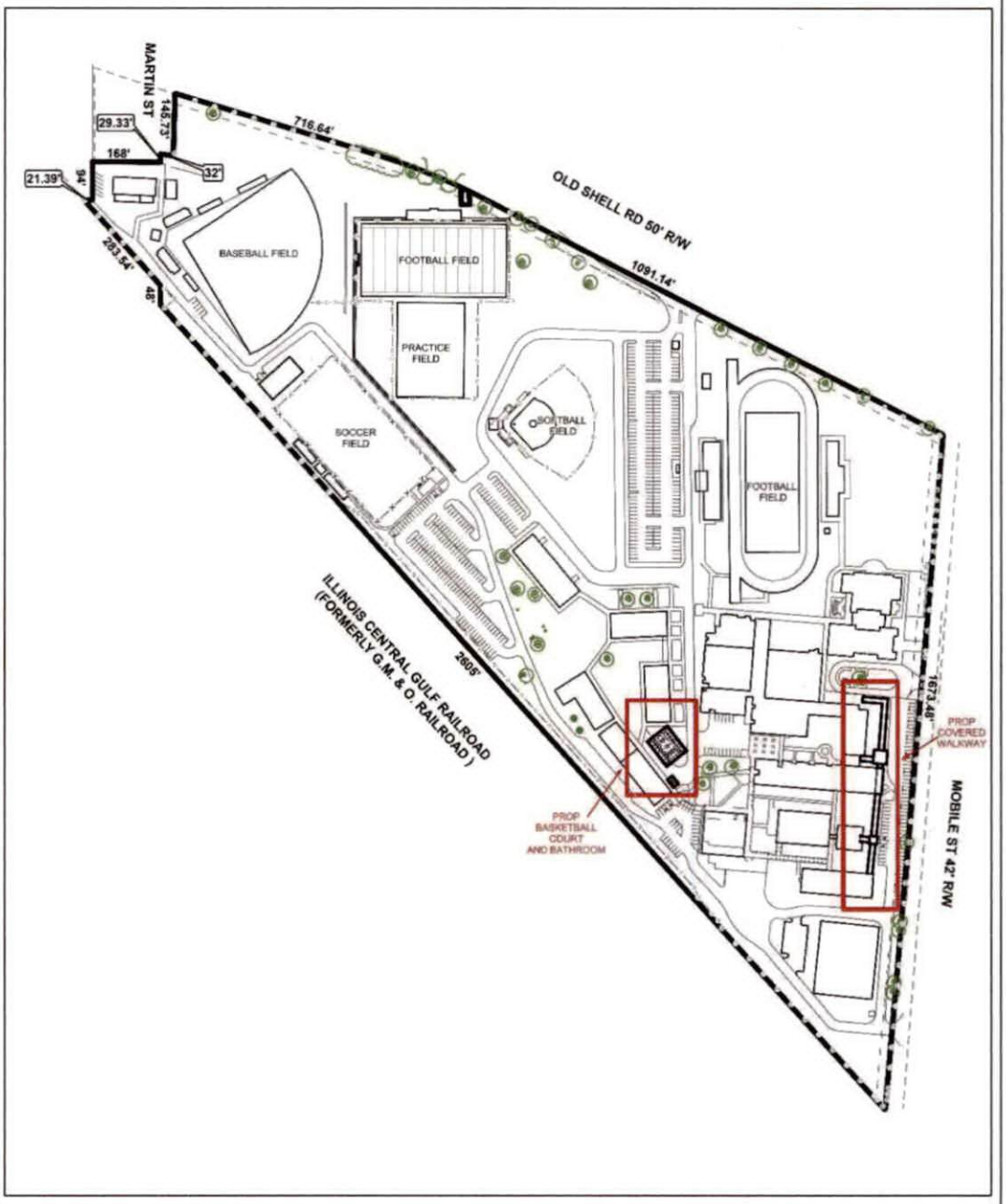
The site is surrounded by commercial and residential units.

APPLICATION NUMBER 12 DATE January 15, 2026

APPLICANT UMS Wright Preparatory School

REQUEST PA Modification, PUD Modification

SITE PLAN



The site plan illustrates existing buildings, drives, sports fields, and setbacks.

APPLICATION NUMBER	12	DATE	January 15, 2026
APPLICANT	UMS Wright Preparatory School		
REQUEST	PA Modification, PUD Modification		

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)	■	U S	U S	U 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)	■					○								■	■	■		○											

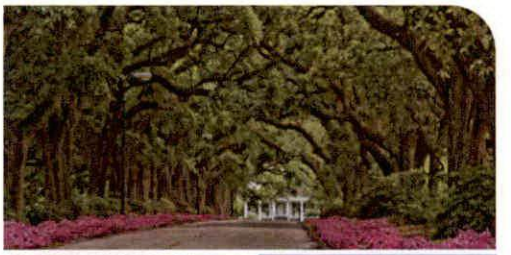
INSTITUTIONAL LAND USE (INS)

This designation includes land and buildings occupied by municipal and other governmental agencies for the exercise of their functions, to serve the public or provide a civic use or amenity. These include major libraries, airports, public schools and public safety facilities. Semi-public uses such as schools, colleges and universities, hospitals, and other major institutions that serve the public and/or operate in a public function are included.

Development Features

- The specific location and design of these complementary uses is subject to zoning. In some cases, depending on ownership, these areas may not be subject to City zoning.
- Small-scale properties (less than 2 acres) accommodating subsidiary public and semi-public facilities, such as branch libraries, substations, satellite clinics, etc., may not be specifically called out in the FLUM under this land use designation, but may instead be considered part of the array of integrated complementary uses typically found in a residential neighborhood or a mixed-use center or corridor.

Character Example







PARKS AND OPEN SPACE (POS)

This designation applies to land maintained in a natural, semi-natural state, or developed with facilities and set aside for human enjoyment and recreation or for the protection of wildlife or natural habitats. This designation includes existing parks, squares, playgrounds, playfields, gardens, greens, cemeteries, greenways and blueways, and other recreational areas and facilities that are accessible to the public. These areas are generally owned by a public entity but may include some privately owned areas that have been designated as open space. This designation is not intended to identify public land acquisition or to prohibit the development potential of individual privately-owned properties.

Character Example





RESOLUTION

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

Adopted:

_____

City Clerk

Notice of Public Hearing for the Proposed Modification
of a Previously Approved Planned Unit Development
for Property Located at 65 Mobile Street

Pursuant to Resolution of the Mobile, Alabama City Council adopted **April 7, 2026,** a public hearing will be held on the **12th** day of **May**, 2026 at 10:30 a.m., to consider adoption of an ordinance for the proposed modification of a previously approved Planned Unit Development for property located at 65 Mobile Street.

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

Lisa C. Lambert
City Clerk

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

WHEREAS, a Planned Unit Development was approved on July 20, 2023, to allow multiple buildings on a single building site, located at 65 Mobile Street and described as follows:

LOT 1, UMS-WRIGHT SUBDIVISION AND ADDITION TO LOT 1 AS RECORDED IN MAP BOOK 123, PAGE 91 IN THE OFFICE OF JUDGE OF PROBATE COURT MOBILE COUNTY ALABAMA.

WHEREAS, on December 11, 2025, the owner of said property applied for a Major Modification of the Planned Unit Development allowing multiple buildings on a single building site, to allow construction of a restroom, basketball court, and a covered sidewalk.

WHEREAS, the Planning Commission held a public hearing on the requested Major Modification on January 15, 2026, and recommended approval of the Major Modification of the Planned Unit Development subject to the following conditions:

1. Retention of the note stating that "If any trees are proposed to be removed, the applicant should coordinate with Planning and Zoning and Urban Forestry staff on the location of replacement trees";
2. Submittal to and approval by Planning and Zoning of the revised Modified Planned Unit Development site plan prior to its recording in Probate Court, and provision of a copy of the recorded site plan (hard copy and .pdf) to Planning and Zoning; and,
3. Full compliance with all municipal codes and ordinances.

WHEREAS, the City Council finds that the proposed modification:

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

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

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

1. Retention of the note stating that "If any trees are proposed to be removed, the applicant should coordinate with Planning and Zoning and Urban Forestry staff on the location of replacement trees";
2. Submittal to and approval by Planning and Zoning of the revised Modified Planned Unit Development site plan prior to its recording in Probate Court, and provision of a copy of the recorded site plan (hard copy and .pdf) to Planning and Zoning; and,
3. Full compliance with all municipal codes and ordinances.

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

NOTICE OF HEARING
OF PROPOSED AMENDMENT
TO THE UNIFIED DEVELOPMENT CODE

Notice is hereby given that the Mobile City Council proposes to consider the adoption of the below 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 Mobile City Council in the Auditorium of the Government Plaza in Mobile, Alabama on the 12th day of May, 2026, at 10:30 AM. At such time and place all persons who desire shall have an opportunity to be heard in opposition to or in favor of the amendment.

Synopsis of Proposed Amendment to the Unified Development Code

The proposed amendment to the Unified Development Code was published in full on the 15th day of April, 2026 in the Lagniappe.

The proposed amendment to the Unified Development Code concerns the property within the City of Mobile, located at **65 Mobile Street.**

The proposed amendment will modify a Planned Unit Development that was approved for said location on **July 20, 2023.** The owner of said property has applied for a Major Modification of a previously Planned Unit Development **allowing multiple buildings on a single building site, to allow construction of a restroom, basketball court, and a covered sidewalk.** If approved, the modification will **allow construction of a restroom, basketball court, and a covered sidewalk,** subject to the following proposed conditions: 1. Retention of the note stating that "If any trees are proposed to be removed, the applicant should coordinate with Planning and Zoning and Urban Forestry staff on the location of replacement trees"; 2. Submittal to and approval by Planning and Zoning of the revised Modified Planned Unit Development site plan prior to its recording in Probate Court, and provision of a copy of the recorded site plan (hard copy and .pdf) to Planning and Zoning; and, 3. Full compliance with all municipal codes and ordinances.

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

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

WHEREAS, a Planned Unit Development was approved on **July 20, 2023,** to **allow multiple buildings on a single building site,** located at **65 Mobile Street** and described as follows:

LOT 1, UMS-WRIGHT SUBDIVISION AND ADDITION TO LOT 1 AS RECORDED IN MAP BOOK 123, PAGE 91 IN THE OFFICE OF JUDGE OF PROBATE COURT MOBILE COUNTY ALABAMA.

WHEREAS, on **December 11, 2025**, the owner of said property applied for a Major Modification of the Planned Unit Development **allowing multiple buildings on a single building site, to allow construction of a restroom, basketball court, and a covered sidewalk.**

WHEREAS, the Planning Commission held a public hearing on the requested Major Modification on **January 15, 2026**, and recommended approval of the Major Modification of the Planned Unit Development subject to the following conditions:

1. Retention of the note stating that "If any trees are proposed to be removed, the applicant should coordinate with Planning and Zoning and Urban Forestry staff on the location of replacement trees";
2. Submittal to and approval by Planning and Zoning of the revised Modified Planned Unit Development site plan prior to its recording in Probate Court, and provision of a copy of the recorded site plan (hard copy and .pdf) to Planning and Zoning; and,
3. Full compliance with all municipal codes and ordinances.

WHEREAS, the City Council finds that the proposed modification:

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

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

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

1. Retention of the note stating that "If any trees are proposed to be removed, the applicant should coordinate with Planning and Zoning and Urban Forestry staff on the location of replacement trees";
2. Submittal to and approval by Planning and Zoning of the revised Modified Planned Unit Development site plan prior to its recording in Probate Court, and provision of a copy of the recorded site plan (hard copy and .pdf) to Planning and Zoning; and,
3. 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

UMS Wright Preparatory School
65 Mobile Street
Council District 1
Cory Penn

THE CITY OF MOBILE, AL
Planning & Zoning Department

MOBILE CITY PLANNING COMMISSION

April 1, 2026
City Council
Mobile Government Plaza
Mobile, Alabama 36644

Dear Council Members:

The Mobile City Planning Commission at its meeting on **January 15, 2026,** considered the request of **UMS Wright Preparatory School**, for a Major Modification of a previously approved Planned Unit Development **allowing multiple buildings on a single building site, to allow construction of a restroom, basketball court, and a covered sidewalk,** for the property located at **65 Mobile Street.**

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

1. Retention of the note stating that "If any trees are proposed to be removed, the applicant should coordinate with Planning and Zoning and Urban Forestry staff on the location of replacement trees";
2. Submittal to and approval by Planning and Zoning of the revised Modified Planned Unit Development site plan prior to its recording in Probate Court, and provision of a copy of the recorded site plan (hard copy and .pdf) to Planning and Zoning; and,
3. Full compliance with all municipal codes and ordinances.

Copies of the application and reports are attached.

Sincerely,

Stephen Guthrie

Stephen Guthrie
Deputy Director, Planning & Zoning Department

maf
Attachments

Don Whittington

From: [redacted]
Sent:
To:
Subject:

D.6 # 08506 - 2025

Melissa,
Below are the advertising fees for the PUD & PA modification.

MOD-003572-2025
The advertising fee for this application is based on the current legal description is $364.04. 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.

MOD-003573-2025
The advertising fee for this application is based on the current legal description is $345.80. 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.

[redacted]

Thanks, any way to confirm if council has approved?

I know Tommy A attended the hearing or meeting and it was approved at that, not sure if thats the same.

MELISSA NOLTE
Walcott Adams Verneuille Architects
One South School Street
Fairhope, AL 36532
[redacted]

PLANNING AND ZONING
1 APR 2026 AM 11:26

Received
Michelle French Planning & Zoning

On Mar 30, 2026, at 11:20 AM, [redacted]

THE CITY OF MOBILE, ALABAMA
MOBILE CITY PLANNING COMMISSION

LETTER OF DECISION

January 16, 2026

UMS-Wright Preparatory School
65 North Mobile Street
Mobile, Alabama 36607

Re: 65 Mobile Street
MOD-003573-2025
UMS Wright Preparatory School
District 1
Major Modification of a previously approved Planned Unit Development allowing multiple buildings on a single building site, to allow construction of a restroom, basketball court, and a covered sidewalk

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

At its meeting on January 15, 2026, the Planning Commission considered the above referenced application.

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

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

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

1. Retention of the note stating that "If any trees are proposed to be removed, the applicant should coordinate with Planning and Zoning and Urban Forestry staff on the location of replacement trees";
2. Submittal to and approval by Planning and Zoning of the revised Modified PUD site plan prior to its recording in Probate Court, and provision of a copy of the recorded site plan (hard copy and .pdf) to Planning and Zoning; and,
3. Full compliance with all municipal codes and ordinances.

The advertising fee for this application is based on the current legal description is **$345.80.** Upon receipt of this fee (*check made out to the "City of Mobile"*), your application will be forwarded to the City Clerk's office to be scheduled for public hearing by the City Council.

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

If you have any questions regarding this action, please call this office at [redacted]

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:	65 North Mobile Street Al 36607	
Email:	todd@ums-wright.org	
Phone:	251.656.0950	
Email:		
Name:	Todd Morris Finance Director | UMS-Wright Preparatory School	

[redacted]

	Owner	Design Professional
Name:	UMS-Wright Preparatory School	
Firm:		
Phone:	[redacted]	
Email:		
Address:		

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

PART OF LOT 1 UMS-WRIGHT SUBDIVISION RESUBDIVISION AND ADDITION TO LOT 1 — 52.19+-

Property Address — Property Area (acres or square feet)

R022908184002100.000, R022908184002101.000, R022908191001002.000, R022908173000019.000,R022907230003358.000, R022907230006185.000

Parcel Number(s) or Key Number(s)

R-1

Present Zoning or Transect District — Proposed Zoning or Transect District (if applicable)

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

This requirement applies to any of the following applications:

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

Have you provided the required Neighborhood Meeting Documentation, if applicable? ☐ Yes ☐ No

4. LABELS FOR NOTIFICATION Provide the names and complete addresses of owners of property lying within 300 feet of the property in this application, as shown by the latest assessment records of the Mobile County Revenue Commissioner's Office located in the plat and map room. ALL property ownership information provided for notification MUST be verified through Probate Court records. Each name and address must be TYPED on a standard size (approximately 1" x 2-5/8") white self-adhesive label. Include one (1) label with the APPLICANT'S name and address, plus one (1) label with the OWNER'S name and address (if applicant and owner differ). A PHOTOCOPY OF THE TYPED LABELS MUST ALSO BE SUBMITTED. (Please use 8_1/2" x 11" sheets of labels).

5. SIGNATURE It is warranted in good faith by the applicant whose name is signed hereto that all of the above facts are true and correct.

Owner Signature — Date

Applicant or Agent Signature (if applicable) — 12/9/2025 — Date

AGREEMENT ALLOWING THE CITY OF MOBILE TO POST PUBLIC NOTICE SIGNS ON PROPERTY PENDING BEFORE THE MOBILE CITY PLANNING COMMISSION

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

Applicant or Agent Signature — 12/9/2025 — Date

CHECKLIST D

Previously approved Planning Approvals and Planned Unit Developments

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

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

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

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1. Describe how the proposal aligns with the Comprehensive Plan, Map for Mobile.
   The new basketball court will be another addition to UMS-Wright's diverse athletic facilities to promote physical fitness, sportsmanship and team play for students of all ages.

   Future Land Use Map (FLUM) Designation

2. Describe how is the proposal and plan compatible with the character of the surrounding neighborhood.
   UMS-Wright has operated in harmony with the surrounding neighborhood for many years.

3. Describe how the proposal prevents impacts on the development or improvement of adjacent property.
   Although UMS-Wright property is zoned R-1 and operating as business, all surrounding adjacent properties are zoned B-3 Community Business with daytime/weekday operating hours. Any after hour or weekend use should have no effect on their normal business operations.

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

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

6. Please provide the following information:

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

The new administrative building entrance will be approximately 24 feet to peak of roof.

Library facade improvements are approximately 30 feet high.

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

The UMS-Wright is landscaped with numerus trees, shrubs, hedges and other vegetation throughout the campus.

- ☐ Lighting:

The areas of new construction has existing lighting.

- ☐ Hours of operation:

7:30 AM to 3:00 PM

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

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

The proposed basketball court will not add too or create any of the elements listed above.

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

By providing education and physical fitness benefits.

[redacted]

City of Mobile · Planning & Zoning

Plan Submission Contact Information

Name of Project: UMS-Wright PUD Modifications

Address: 65 N. Mobile Street, Mobile Al 36607

Owner: UMS-Wright Preparatory School

Add: 65 N. Mobile Street, Mobile Al 36607 36607

Pho: [redacted]

Authorized Agent: McCrory & Williams

Address: 3207 International Dr. Mobile Al Zip Code: 36606

Phon: [redacted]

Contractor: U/K

Address: Zip Code:

Phone: Fax: Email:

Civil Engineer: McCrory & Williams

Addr: 3207 International Dr. Mobile Al Zip Code: 36606

Pho: [redacted]

Architect: Walcott, Adams,Verneville

Address: 1, South School St. Fairhope Al Zip Code: 36532

P: [redacted]

Submitted by:

Signature: Don Whittington

Print

Date: 12.9.25

Affiliation to project/Organization: Project Manager

[redacted]

ed May 2020

City of Mobile • Planning & Zoning

Corporate Letter of Authorization

I, FRANKLIN, give authority for the following person(s) to execute all documents and activities (including but not limited to: submitting and signing for associated applications for consideration by the Mobile City Planning Commission and/or Board of Zoning Adjustment) with the City of Mobile Planning & Zoning Department, on behalf of VMS-Wright, a corporation for the property located within the city limits of Mobile, Alabama at 65 Mobile Street Mobile AL 36607

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.

DOUG BARBER
Designee (1)

TODD MORRIS
Designee (2)

[redacted]

Signature of Company Owner

12/15/2025
Date

[redacted]

Revised February 2022

Outlook

Re: UMS Wright Preparatory School (Planned Unit Development MOD-003573-2025)

[redacted]

Good morning,

We have completed our review of the Major Modification application referenced above. An invoice for the application fees has been issued. **Please note that the application will not be considered complete until all fees have been processed.**

If all fees are paid **by noon on Wednesday, December 17, 2025**, the application will be considered **complete** and placed on the agenda for the **January 15, 2025,** Planning Commission meeting. If this deadline is not met, the application will be **held over** until it is complete.

IMPORTANT
The City of Mobile Planning and Zoning Department will **never request payment via wire transfer** or any other suspicious method. If you receive any questionable communication claiming to be from our department, please report it immediately to: planning@cityofmobile.org.

If you have any questions or need further clarification, please do not hesitate to contact us.

Regards,
Logan Anderson
Principal Planner
Build Mobile
[redacted]

BUILDMOBILE

From: Anderson, Logan <dloganander son@cityofmobile.org>
Sent: Monday, December 15, 2025 2:41 PM
[redacted]

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

1. **Owner Authorization:** Please provide an authorization letter issued by UMS Wright Preparatory School explicitly authorizing the person signing the application to act on their behalf.
2. **DWG File Submission:** If you have not already done so, please submit the **DWG AutoCAD file** for the site plan to our GIS staff. For your convenience, **Tori** has been copied on this message.

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

If all requirements are fulfilled **by noon on Wednesday, December 17, 2025**, the application will be considered **complete** and placed on the agenda for the **January 15, 2025,** Planning Commission meeting. If this deadline is not met, the application will be **held over** until it is complete.

If you have any questions or need further clarification, please do not hesitate to contact us.

Regards,
Logan Anderson
Principal Planner
Build Mobile
[redacted]

BUILDMOBILE

[redacted]

Good afternoon,

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

1. **Complete Application:** It appears we're missing the first page of the Planning Commission application. Please upload to the case accordingly.
2. **Owner Authorization:** Please provide an authorization letter issued by UMS Wright Preparatory School explicitly authorizing the person signing the application to act on their behalf.
3. **DWG File Submission:** If you have not already done so, please submit the **DWG AutoCAD file** for the site plan to our GIS staff. For your convenience, **Tori** has been copied on this message.

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

If all requirements are fulfilled **by noon on Monday, December 15, 2025**, the application will be considered **complete** and placed on the agenda for the **January 15, 2025,** Planning Commission meeting. If this deadline is not met, the application will be **held over** until it is complete.

If you have any questions or need further clarification, please do not hesitate to contact us.

Regards,
Logan Anderson
Principal Planner
Build Mobile
[redacted]

BUILDMOBILE

Outlook

UMS Wright Preparatory School (Planned Unit Development MOD-003573-2025)

[redacted]

Good afternoon,

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

1. **Complete Application:** It appears we're missing the first page of the Planning Commission application. Please upload to the case accordingly.

2. **Owner Authorization:** Please provide an authorization letter issued by UMS Wright Preparatory School explicitly authorizing the person signing the application to act on their behalf.

3. **DWG File Submission:** If you have not already done so, please submit the **DWG AutoCAD file** for the site plan to our GIS staff. For your convenience, **Tori** has been copied on this message.

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

If all requirements are fulfilled **by noon on Monday, December 15, 2025**, the application will be considered **complete** and placed on the agenda for the **January 15, 2025,** Planning Commission meeting. If this deadline is not met, the application will be **held over** until it is complete.

If you have any questions or need further clarification, please do not hesitate to contact us.

Regards,
Logan Anderson
Principal Planner
Build Mobile

[redacted]

BUILDMOBILE

Outlook

Re: UMS Wright Preparatory School (Planned Unit Development MOD-003573-2025)

[redacted]

Good afternoon,

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

1. **Owner Authorization:** Please provide an authorization letter issued by UMS Wright Preparatory School explicitly authorizing the person signing the application to act on their behalf.

2. **DWG File Submission:** If you have not already done so, please submit the **DWG AutoCAD file** for the site plan to our GIS staff. For your convenience, **Tori** has been copied on this message.

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

If all requirements are fulfilled **by noon on Wednesday, December 17, 2025**, the application will be considered **complete** and placed on the agenda for the **January 15, 2025,** Planning Commission meeting. If this deadline is not met, the application will be **held over** until it is complete.

If you have any questions or need further clarification, please do not hesitate to contact us.

Regards,
Logan Anderson
Principal Planner
Build Mobile
[redacted]
BUILDMOBILE

[redacted]

Good afternoon,

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

1. **Complete Application:** It appears we're missing the first page of the Planning Commission application. Please upload to the case accordingly.

2. **Owner Authorization:** Please provide an authorization letter issued by UMS Wright Preparatory School explicitly authorizing the person signing the application to act on their behalf.

3. **DWG File Submission:** If you have not already done so, please submit the **DWG AutoCAD file** for the site plan to our GIS staff. For your convenience, **Tori** has been copied on this message.

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

If all requirements are fulfilled **by noon on Monday, December 15, 2025**, the application will be considered **complete** and placed on the agenda for the **January 15, 2025,** Planning Commission meeting. If this deadline is not met, the application will be **held over** until it is complete.

If you have any questions or need further clarification, please do not hesitate to contact us.

Regards,
Logan Anderson
Principal Planner
Build Mobile
[redacted]

BUILDMOBILE

	Owner	Design Professional
Name:	UMS-Wright Preparatory School	
Firm:		
Phone:	[redacted]	
Email:		
Address:		

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

PART OF LOT 1 UMS-WRIGHT SUBDIVISION RESUBDIVISION AND ADDITION TO LOT 1 — 52.19+-

Property Address — Property Area (acres or square feet)

R022908184002100.000, R022908184002101.000, R022908191001002.000, R022908173000018.000,R022907230003358.000, R022907230006185.000

Parcel Number(s) or Key Number(s)

R-1

Present Zoning or Transect District — Proposed Zoning or Transect District (if applicable)

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

This requirement applies to any of the following applications:

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

Have you provided the required Neighborhood Meeting Documentation, if applicable? ☐ Yes ☐ No

4. LABELS FOR NOTIFICATION Provide the names and complete addresses of owners of property lying within 300 feet of the property in this application, as shown by the latest assessment records of the Mobile County Revenue Commissioner's Office located in the plat and map room. ALL property ownership information provided for notification MUST be verified through Probate Court records. Each name and address must be TYPED on a standard size (approximately 1" x 2-5/8") white self-adhesive label. Include one (1) label with the APPLICANT'S name and address, plus one (1) label with the OWNER'S name and address (if applicant and owner differ). A PHOTOCOPY OF THE TYPED LABELS MUST ALSO BE SUBMITTED. (Please use 8_1/2" x 11" sheets of labels).

5. SIGNATURE It is warranted in good faith by the applicant whose name is signed hereto that all of the above facts are true and correct.

Owner Signature — Date

Applicant or Agent Signature (if applicable) — 12/9/2025 — Date

AGREEMENT ALLOWING THE CITY OF MOBILE TO POST PUBLIC NOTICE SIGNS ON PROPERTY PENDING BEFORE THE MOBILE CITY PLANNING COMMISSION

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

Applicant or Agent Signature — 12/9/2025 — Date

Planning Commission Ap[redacted]

CHECKLIST D

Previously approved Planning Approvals and Planned Unit Developments

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

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

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

---

1. Describe how the proposal aligns with the Comprehensive Plan, Map for Mobile.
   The new basketball court will be another addition to UMS-Wright's diverse athletic facilities to promote physical fitness, sportsmanship and team play for students of all ages.

   Future Land Use Map (FLUM) Designation

2. Describe how is the proposal and plan compatible with the character of the surrounding neighborhood.
   UMS-Wright has operated in harmony with the surrounding neighborhood for many years.

3. Describe how the proposal prevents impacts on the development or improvement of adjacent property.
   Although UMS-Wright property is zoned R-1 and operating as business, all surrounding adjacent properties are zoned B-3 Community Business with daytime/weekday operating hours. Any after hour or weekend use should have no effect on their normal business operations.

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

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

[redacted]

6. Please provide the following information:

- ☐ The location, type and height of buildings or structures: (e.g., The existing structure is 24 feet tall)
  The new administrative building entrance will be approximately 24 feet to peak of roof.
  Library facade improvements are approximately 30 feet high.
- ☐ The type and location of landscaping and screening: (e.g., A row of shrubs is located along the western edge of the property)
  The UMS-Wright is landscaped with numerus trees, shrubs, hedges and other vegetation throughout the campus.
- ☐ Lighting:
  The areas of new construction has existing lighting.
- ☐ Hours of operation:
  7:30 AM to 3:00 PM
- ☐ Other conditions that are unique to the use of the property:

7. Describe how the proposal will minimize elements that may be noxious or offensive by reason of emissions, vibration, noise, odor, dust, smoke or gas; or have elements that are detrimental to the public health, safety or general welfare.
   The proposed basketball court will not add too or create any of the elements listed above.

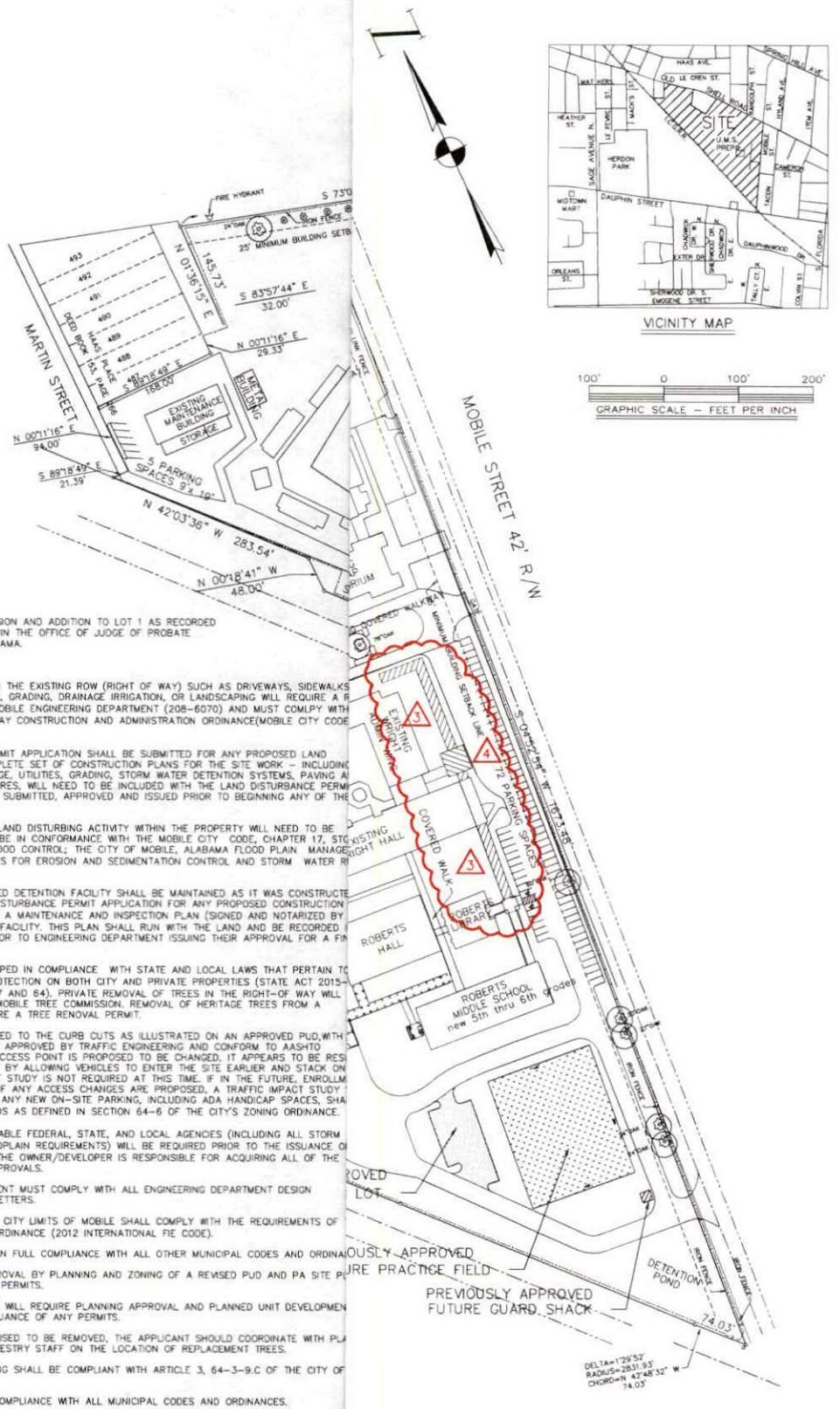
8. Describe how the proposal is in the City's or the larger community's best interest and what needs, benefits, or public purposes it serves.
   By providing education and physical fitness benefits.

[redacted]

UMS-WRIGHT PREPARATORY SCHOOL

Description and Justification Letter:

UMS-Wright has existed and operated as a school for many years in an R-1 Zone. In their continuing efforts to provide a quality education and physical fitness curriculum, they are requesting a revision to the previously approved PUD & PA. The improvements will consist of the addition of a small bathroom, basketball court, covered sidewalk and improvements to the library building facade.



VICINITY MAP

100' 0 100' 200'

GRAPHIC SCALE – FEET PER INCH

DESCRIPTION:

LOT 1, UMS-WRIGHT SUBDIVISION AND ADDITION TO LOT 1 AS RECORDED IN MAP BOOK 123, PAGE 91 IN THE OFFICE OF JUDGE OF PROBATE COURT MOBILE COUNTY ALABAMA.

NOTES:

1. ANY WORK PERFORMED IN THE EXISTING ROW (RIGHT OF WAY) SUCH AS DRIVEWAYS, SIDEWALKS UTILITY, UTILITY CONNECTIONS, GRADING, DRAINAGE IRRIGATION, OR LANDSCAPING WILL REQUIRE A R PERMIT FROM THE CITY OF MOBILE ENGINEERING DEPARTMENT (208-6070) AND MUST COMLPY WITH 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. A COMPLETE SET OF CONSTRUCTION PLANS FOR THE SITE WORK – INCLUDING BUT NOT LIMITED TO, DRAINAGE, UTILITIES, GRADING, STORM WATER DETENTION SYSTEMS, PAVING A ALL ABOVE GROUND STRUCTURES, WILL NEED TO BE INCLUDED WITH THE LAND DISTURBANCE PERMI THIS PERMIT MUST BE TO BE SUBMITTED, APPROVED AND ISSUED PRIOR TO BEGINNING ANY OF THE CONSTRUCTION.

3. ANY AND ALL PROPOSED LAND DISTURBING ACTIVITY WITHIN THE PROPERTY WILL NEED TO BE SUBMITTED FOR REVIEW AND BE IN CONFORMANCE WITH THE MOBILE CITY CODE, CHAPTER 17, STO WATER MANAGEMENT AND FLOOD CONTROL; THE CITY OF MOBILE, ALABAMA FLOOD PLAIN MANAGE PLAN (1984); AND, THE RULES FOR EROSION AND SEDIMENTATION CONTROL AND STORM WATER R CONTROL.

4. ANY EXISTING OR PROPOSED DETENTION FACILITY SHALL BE MAINTAINED AS IT WAS CONSTRUCTE AND APPROVED. THE LAND DISTURBANCE PERMIT APPLICATION FOR ANY PROPOSED CONSTRUCTION INCLUDES A REQUIREMENT OF A MAINTENANCE AND INSPECTION PLAN (SIGNED AND NOTARIZED BY OWNER) FOR THE DETENTION FACILITY. THIS PLAN SHALL RUN WITH THE LAND AND BE RECORDED COUNTY PROBATE OFFICE PRIOR TO ENGINEERING DEPARTMENT ISSUING THEIR APPROVAL FOR A FIN CERTIFICATE OF OCCUPANCY.

5. PROPERTY TO BE DEVELOPED IN COMPLIANCE WITH STATE AND LOCAL LAWS THAT PERTAIN TO TREE PRESERVATION AND PROTECTION ON BOTH CITY AND PRIVATE PROPERTIES (STATE ACT 2015- AND CITY CODE CHAPTERS 57 AND 64). PRIVATE REMOVAL OF TREES IN THE RIGHT-OF WAY WILL REQUIRE APPROVAL OF THE MOBILE TREE COMMISSION. REMOVAL OF HERITAGE TREES FROM A COMMERCIAL SITE WILL REQUIRE A TREE RENOVAL PERMIT.

6. ACCESS TO THE SITE LIMITED TO THE CURB CUTS AS ILLUSTRATED ON AN APPROVED PUD, WITH LOCATION AND DESIGN TO BE APPROVED BY TRAFFIC ENGINEERING AND CONFORM TO AASHTO STANDARDS. ALTHOUGH AN ACCESS POINT IS PROPOSED TO BE CHANGED, IT APPEARS TO BE RESI IN AN OVERALL IMPROVEMENT BY ALLOWING VEHICLES TO ENTER THE SITE EARLIER AND STACK ON PROPERTY. A TRAFFIC IMPACT STUDY IS NOT REQUIRED AT THIS TIME. IF IN THE FUTURE, ENROLLM CAPACITY IS INCREASED, OR IF ANY ACCESS CHANGES ARE PROPOSED, A TRAFFIC IMPACT STUDY BE REQUIRED FOR THIS SITE. ANY NEW ON-SITE PARKING, INCLUDING ADA HANDICAP SPACES, SHA MEET THE MINIMUM STANDARDS AS DEFINED IN SECTION 64-6 OF THE CITY'S ZONING ORDINANCE.

7. THE APPROVAL OF APPLICABLE FEDERAL, STATE, AND LOCAL AGENCIES (INCLUDING ALL STORM RUNOFF, WETLAND AND FLOODPLAIN REQUIREMENTS) WILL BE REQUIRED PRIOR TO THE ISSUANCE O LAND DISTURBANCE PERMIT. THE OWNER/DEVELOPER IS RESPONSIBLE FOR ACQUIRING ALL OF THE NECESSARY PERMITS AND APPROVALS.

8. THE PROPOSED DEVELOPMENT MUST COMPLY WITH ALL ENGINEERING DEPARTMENT DESIGN REQUIREMENTS AND POLICY LETTERS.

9. ALL PROJECTS WITHIN THE CITY LIMITS OF MOBILE SHALL COMPLY WITH THE REQUIREMENTS OF CITY OF MOBILE FIRE CODE ORDINANCE (2012 INTERNATIONAL FIE CODE).

10. DEVELOPMENT SHALL BE IN FULL COMPLIANCE WITH ALL OTHER MUNICIPAL CODES AND ORDINA

11. SUBMISSION TO AND APPROVAL BY PLANNING AND ZONING OF A REVISED PUD AND PA SITE PL PRIOR TO ANY REQUEST FOR PERMITS.

12. ANY FUTURE DEVELOPMET WILL REQUIRE PLANNING APPROVAL AND PLANNED UNIT DEVELOPMEN APPROVAL PRIOR TO THE ISSUANCE OF ANY PERMITS.

13. IF ANY TREES ARE PROPOSED TO BE REMOVED, THE APPLICANT SHOULD COORDINATE WITH PLA AND ZONING AND URBAN FORESTRY STAFF ON THE LOCATION OF REPLACEMENT TREES.

14. NEW PARKING LOT LIGHTING SHALL BE COMPLIANT WITH ARTICLE 3, 64-3-9.C OF THE CITY OF MOBILE ZONING ORDINANCE.

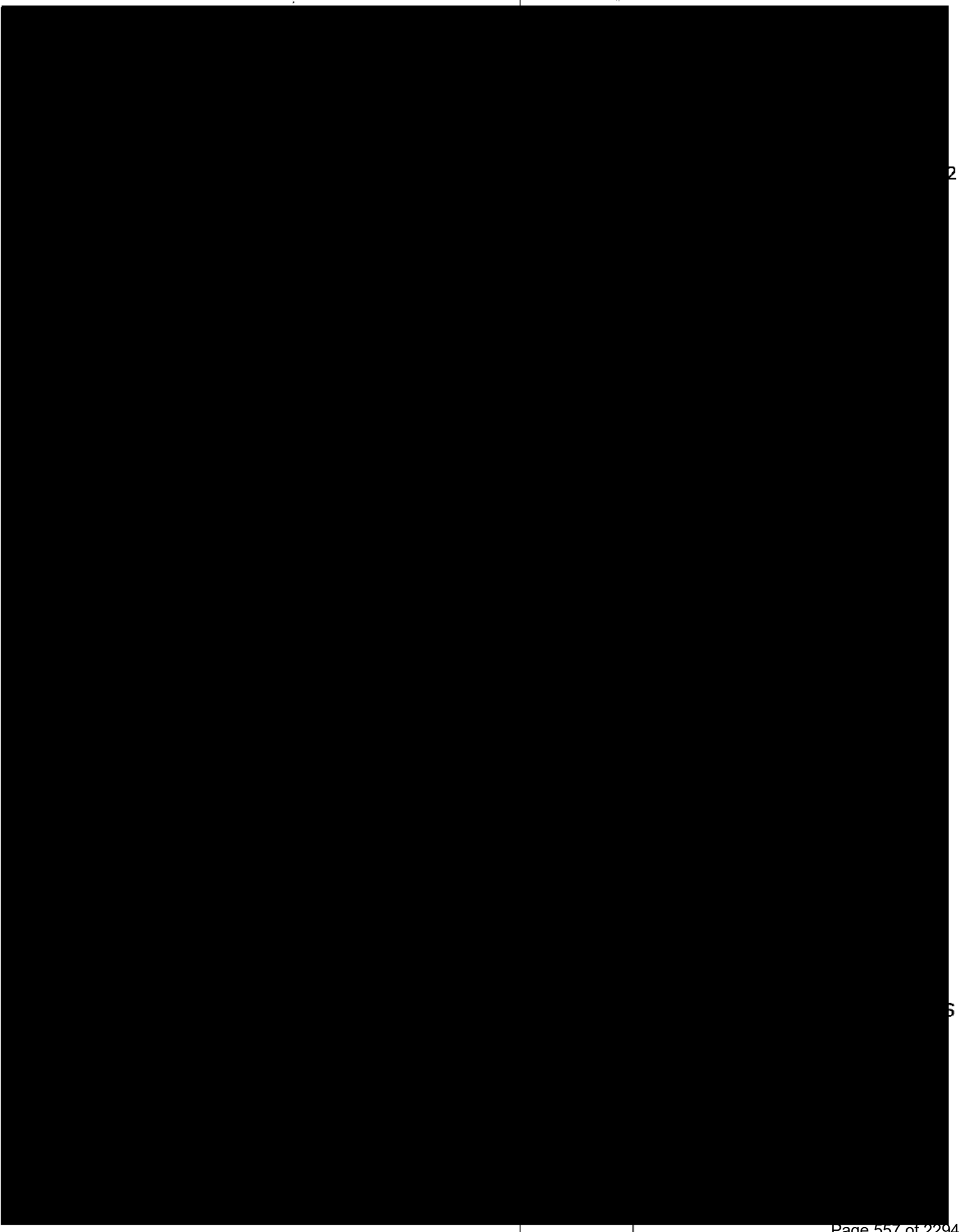
15. PUD SHALL BE IN FULL COMPLIANCE WITH ALL MUNICIPAL CODES AND ORDINANCES.

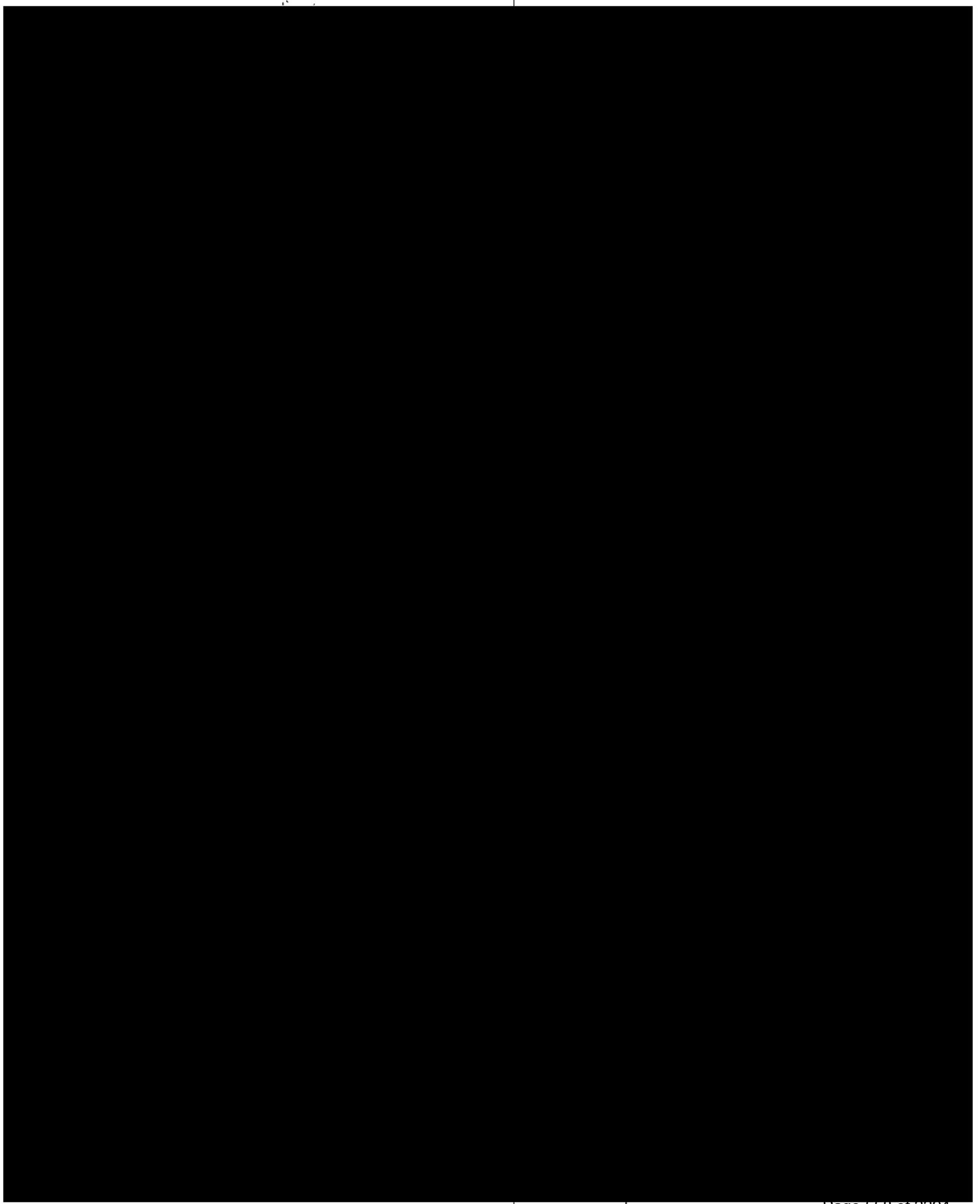
G:\U8506-UMS Wright\PUDS\PUD 6.12.23\UMS WRIGHT-PUD 12.8.25.DWG

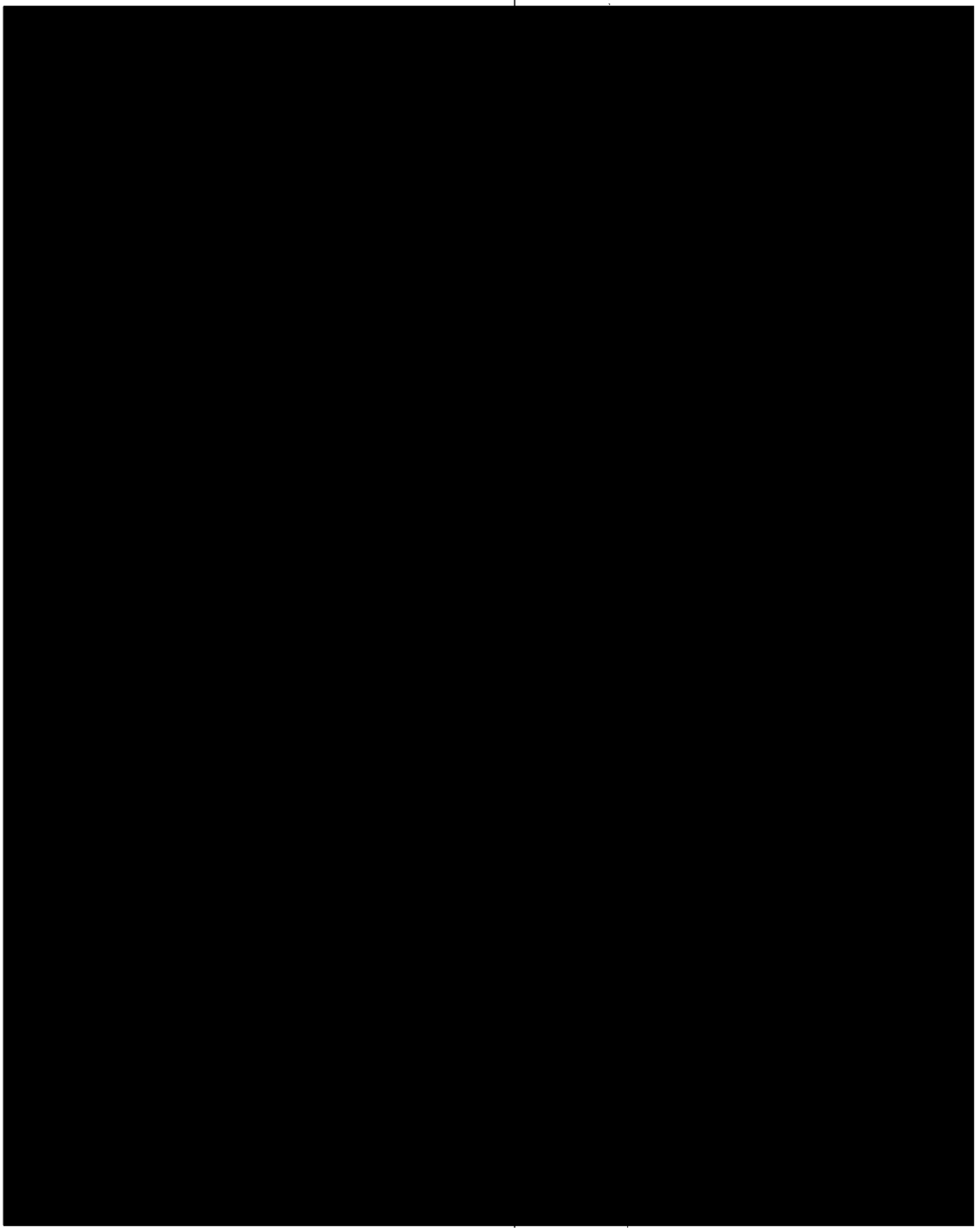
REVISIONS
REVISED JUNE 12, 2023: ADDITION TO MOORER HALL, PARKING LOT, PRACTICE FIRLE & GUARD SHACK

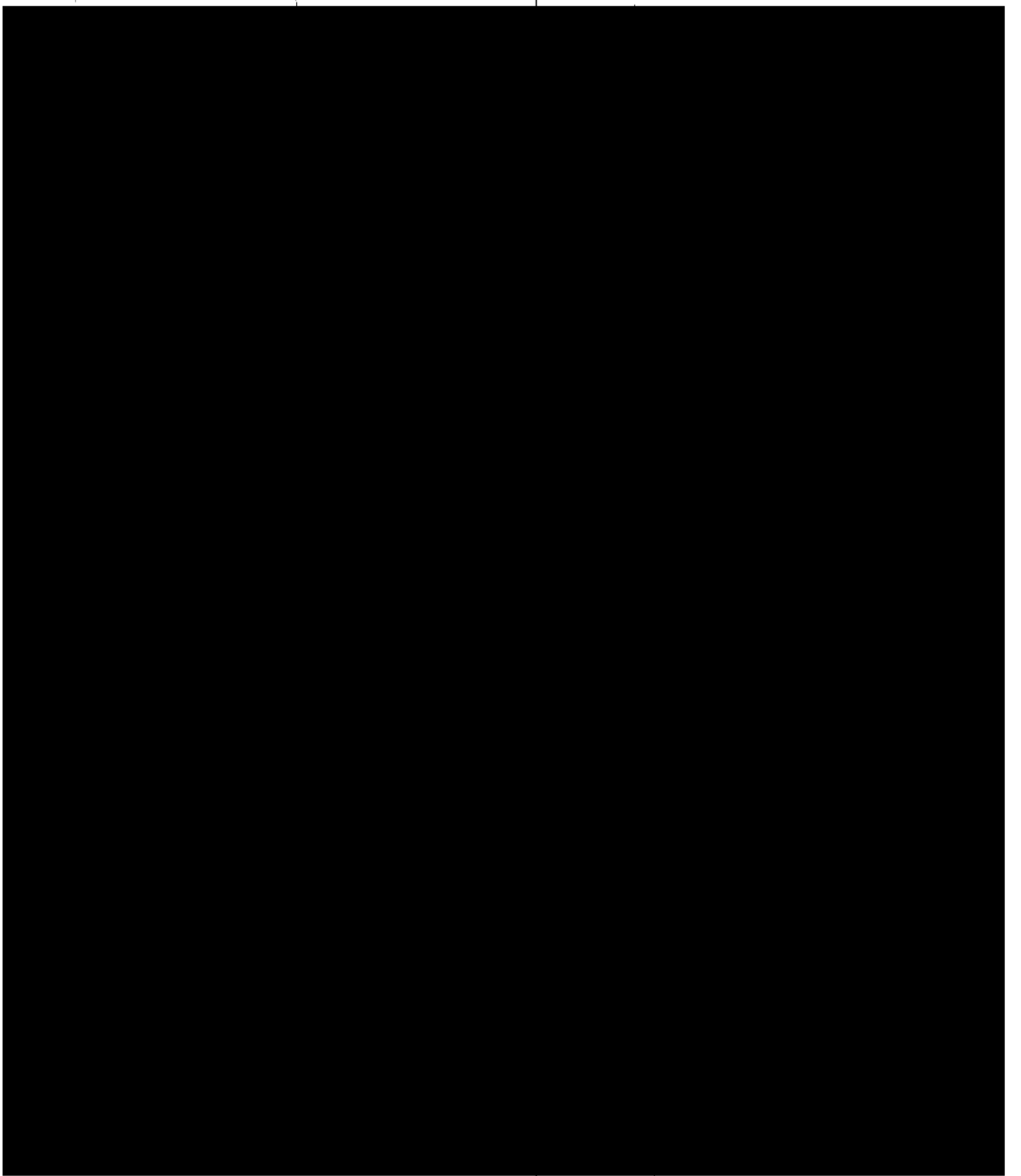
PROVAL (REVISED PA-001107-2019)
for
RIGHT PREPARATORY SCHOOL
OUTH, RANGE 1 WEST, MOBILE COUNTY, ALABAMA

	DRAWN BY: D.W.	APPROVED BY:	SHEET 1 OF 1









Agenda Item #: 12

MOD-003572-2025 & MOD-003573-2025

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

Applicant Materials for Consideration – Planned Unit Development Modification

Applicant Materials for Consideration – Planning Approval Modification

DETAILS

Location:
65 Mobile Street

Applicant / Agent:
UMS Wright Preparatory School

Property Owner:
UMS-Wright Corporation

Current Zoning:
R-1, Single-Family Residential Suburban District

Future Land Use:
Institutional

Applicable Codes, Policies, and Plans:

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

Schedule for Development:

- Not provided

Proposal:

- Modification of a previously approved Planned Unit Development
- Modification of a previously approved Planning Approval

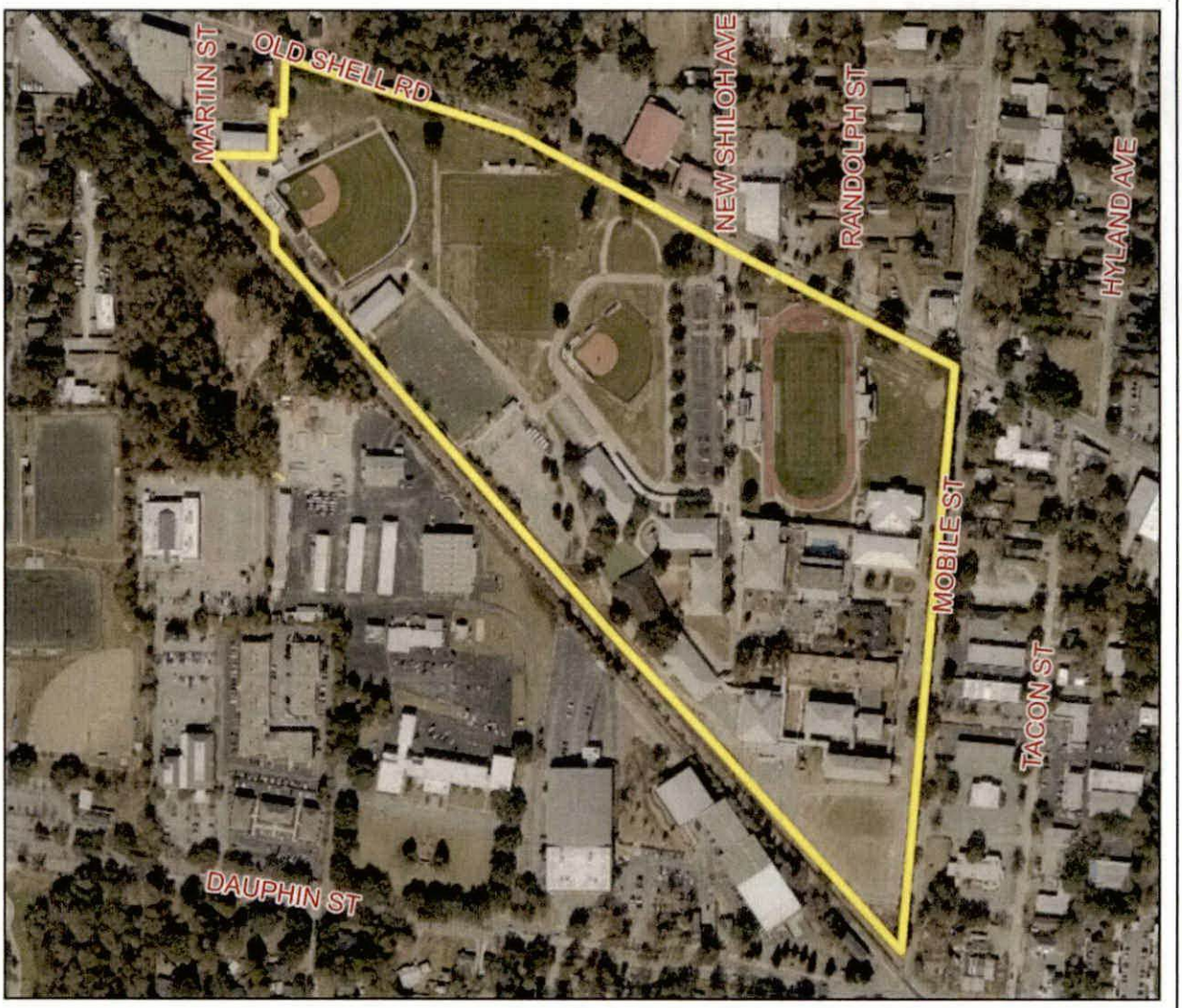
Considerations:

1. Modification of a previously approved Planned Unit Development with three (3) conditions; and
2. Modification of a previously approved Planning Approval with three (3) conditions.

Report Contents: **Page**

Context Map 2
Site History 3
Staff Comments 3
Commission Considerations 4
Exhibits 6

PLANNING COMMISSION
VICINITY MAP - EXISTING AERIAL



The site is surrounded by commercial and residential units.

APPLICATION NUMBER 12 DATE January 15, 2026

APPLICANT UMS Wright Preparatory School

REQUEST PA Modification, PUD Modification

N

NTS

SITE HISTORY

Since 1988, the subject site has been the subject of numerous Planning Approvals (PAs) to allow a private school in an R-1 district, and Planned Unit Developments (PUDs) to allow multiple buildings on a single building site, with shared access between multiple building sites. The most recent of these applications were approved by the Planning Commission at its July 20, 2023 meeting to allow for construction of an addition to a kindergarten classroom, a practice field, a guard shack, and a parking lot with 21 parking spaces.

STAFF COMMENTS

Engineering Comments:

Planned Unit Development Modification (MOD-003573-2025)

Retain NOTES #1 - #6, as shown on the PUD SITE PLAN Sheet C-100.

Planning Approval Modification (MOD-003572-2025)

No comments.

Traffic Engineering Comments:

Access to the site is limited to the driveways shown on the approved PUD plan with 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 subject site is developed as an existing private school in an R-1, Single-Family Residential Suburban District. The applicant wishes to construct a basketball court, a small bathroom, a covered sidewalk, and improvements to the library building façade. As PAs and PUDs are site plan specific, and the proposed changes are not considered minor changes, the site is required to obtain Modification approval in order to proceed with the construction.

All of the proposed improvements are contained within the existing boundaries of the school property, with no improvements made within any required setbacks.

None of the proposed improvements to the site will increase the minimum parking requirements for the site.

It is unclear if the proposed additions to the site will result in the removal of any required trees. If trees are to be removed, the applicant should coordinate with staff to insure the site maintains compliance with the tree plans on file. A note on the site plan states this, and should be retained on the site plan, if approved.

PLANNING APPROVAL / PLANNED UNIT DEVELOPMENT MODIFICATION CONSIDERATIONS

Standards of Review:

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

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

1. Is consistent with all applicable requirements of this Chapter;
2. Is compatible with the character of the surrounding neighborhood;
3. Will not impede the orderly development and improvement of surrounding property;
4. Will not adversely affect the health, safety or welfare of persons living or working in the surrounding neighborhood, or be more injurious to property or improvements in the neighborhood:

    a. In making this determination, the Planning Commission and City Council shall consider the location, type and height of buildings or structures, the type and extent of landscaping and screening, lighting, hours of operation or any other conditions that mitigate the impacts of the proposed development; and
    b. Includes adequate public facilities and utilities;

5. Is subject to adequate design standards to provide ingress and egress that minimize traffic hazards and traffic congestion on the public roads;
6. Is not noxious or offensive by reason of emissions, vibration, noise, odor, dust, smoke or gas; and
7. Shall not be detrimental or endanger the public health, safety or general welfare.
8. Benefits Consideration. In addition, consideration should also be given to the City's and the larger community's best interests and the need, benefit, or public purpose of the proposed request.

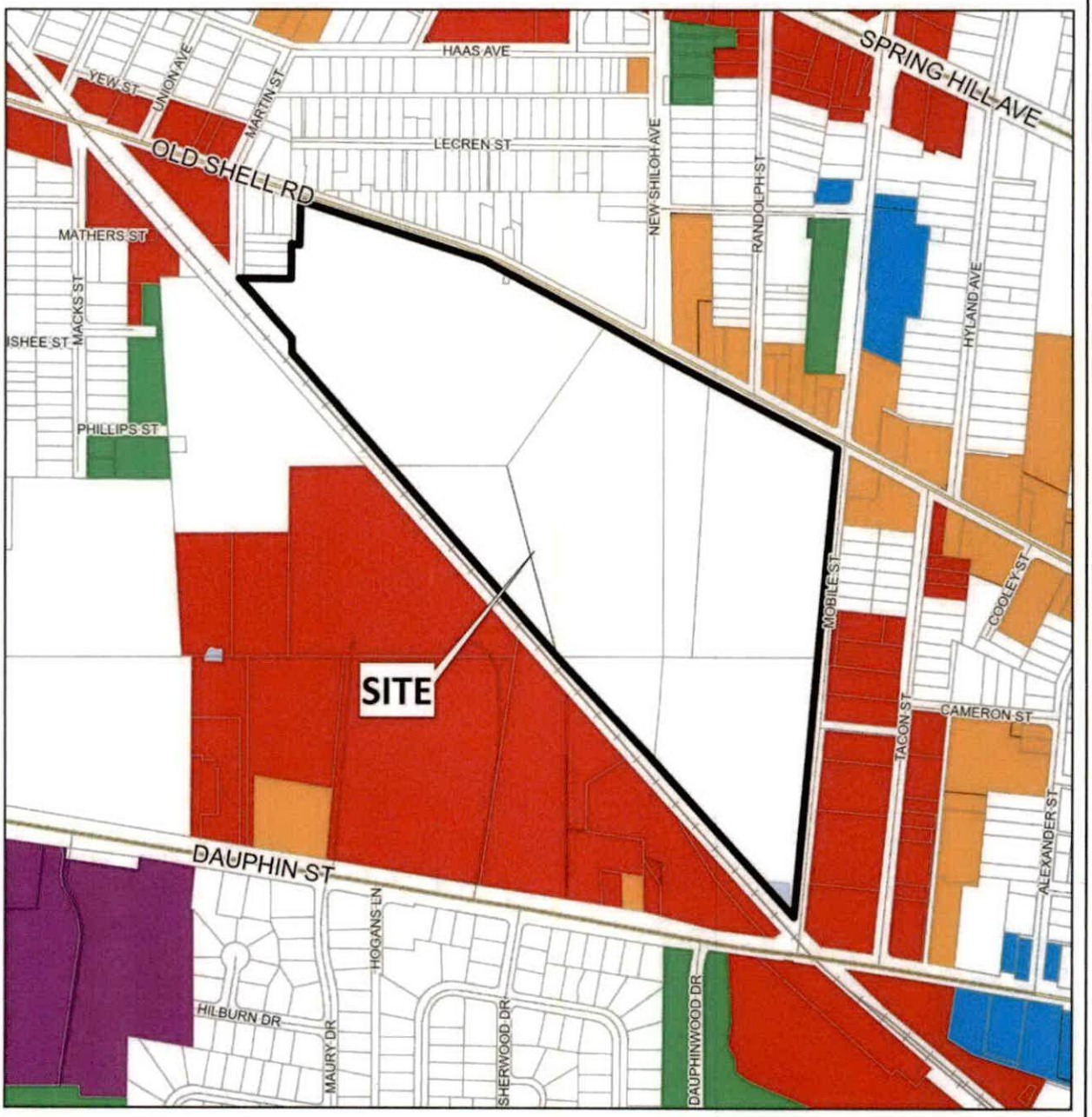
The applicant's responses to address the above criteria are available in the link on page one (1).

Considerations:

If the Planning Commission considers a recommendation of approval of the Modified Planning Approval / Planned Unit Development, the following conditions should apply:

1. Retention of the note stating that "If any trees are proposed to be removed, the applicant should coordinate with Planning and Zoning and Urban Forestry staff on the location of replacement trees";
2. Submittal to and approval by Planning and Zoning of the revised Modified Planned Unit Development site plan prior to its recording in Probate Court, and provision of a copy of the recorded site plan (hard copy and .pdf) to Planning and Zoning; and,
3. Full compliance with all municipal codes and ordinances.

LOCATOR ZONING MAP



APPLICATION NUMBER 12 DATE January 15, 2026

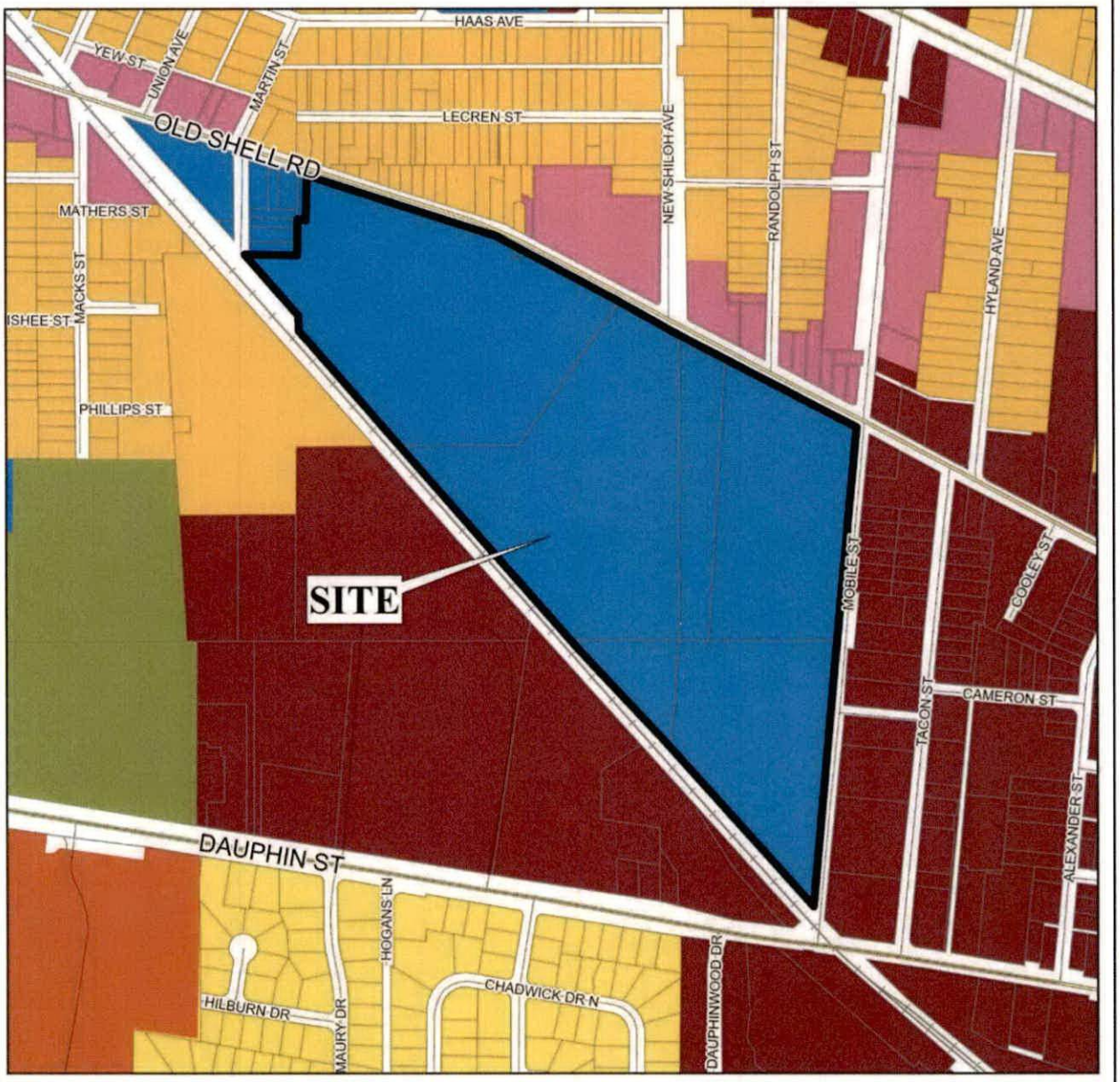
APPLICANT UMS Wright Preparatory School

REQUEST PA Modification, PUD Modification

N

NTS

FLUM LOCATOR MAP



APPLICATION NUMBER 12 DATE January 15, 2026

APPLICANT UMS Wright Preparatory School

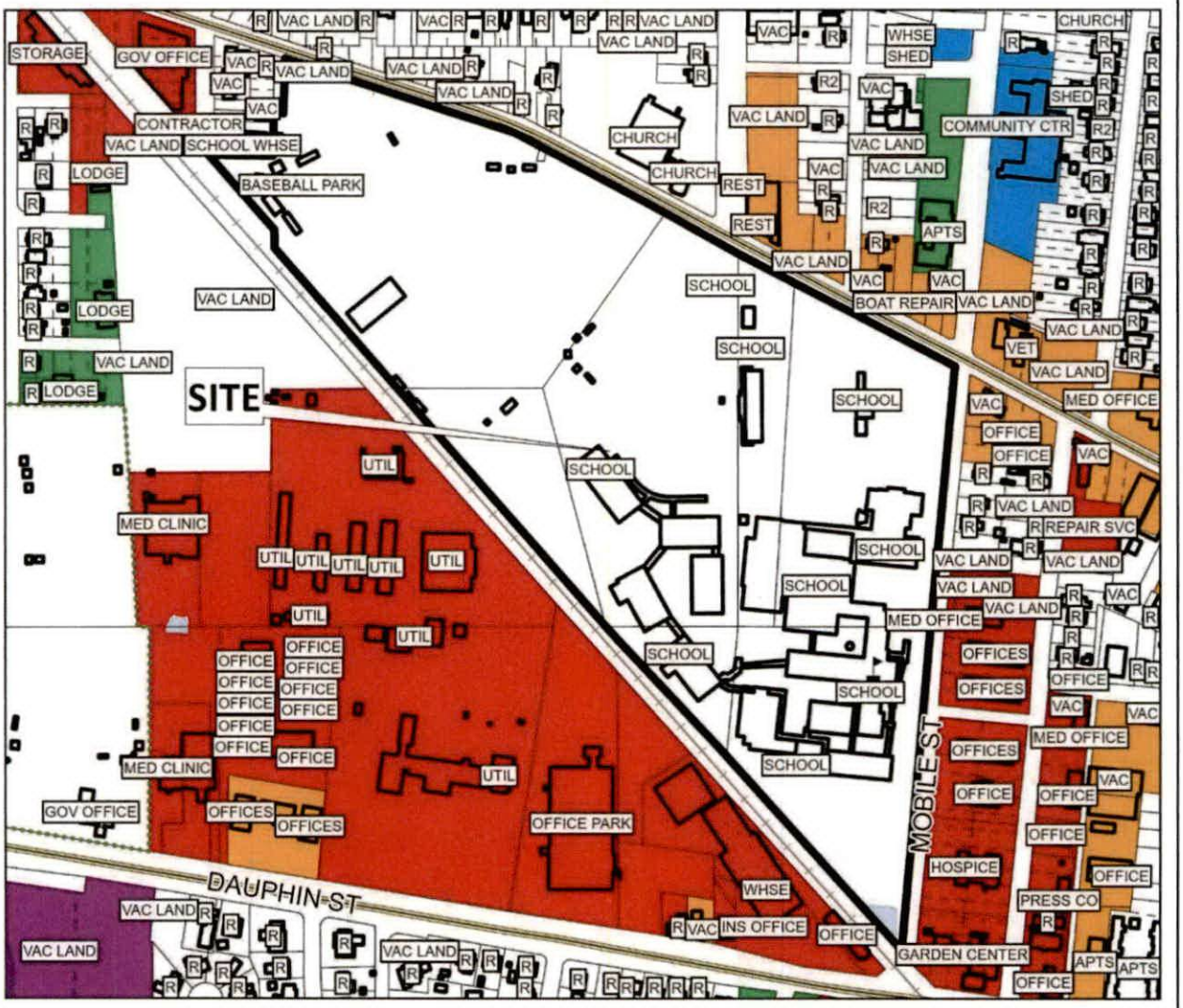
REQUEST PA Modification, PUD Modification

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

N

NTS

PLANNING COMMISSION
VICINITY MAP - EXISTING ZONING



The site is surrounded by commercial and residential units.

APPLICATION NUMBER 12 DATE January 15, 2026

APPLICANT UMS Wright Preparatory School

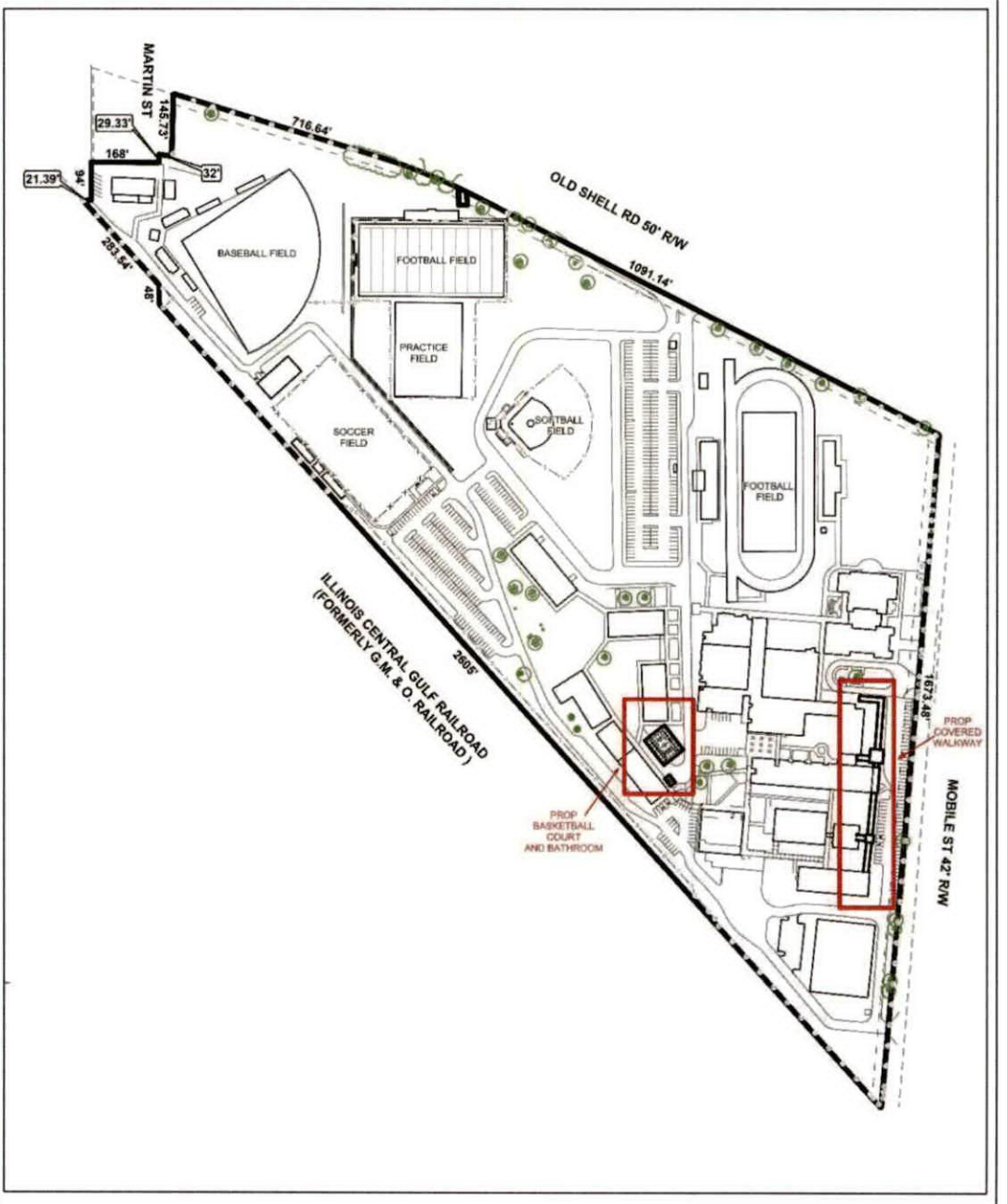
REQUEST PA Modification, PUD Modification

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

N

NTS

SITE PLAN



The site plan illustrates existing buildings, drives, sports fields, and setbacks.

APPLICATION NUMBER 12 DATE January 15, 2026 APPLICANT UMS Wright Preparatory School REQUEST PA Modification, PUD Modification	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)	■	■	■	■	■	■	■	■	H	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)	■					○								■	■	■			○										

INSTITUTIONAL LAND USE (INS)

This designation includes land and buildings occupied by municipal and other governmental agencies for the exercise of their functions, to serve the public or provide a civic use or amenity. These include major libraries, airports, public schools and public safety facilities. Semi-public uses such as schools, colleges and universities, hospitals, and other major institutions that serve the public and/or operate in a public function are included.

Development Features

- The specific location and design of these complementary uses is subject to zoning. In some cases, depending on ownership, these areas may not be subject to City zoning.
- Small-scale properties (less than 2 acres) accommodating subsidiary public and semi-public facilities, such as branch libraries, substations, satellite clinics, etc., may not be specifically called out in the FLUM under this land use designation, but may instead be considered part of the array of integrated complementary uses typically found in a residential neighborhood or a mixed-use center or corridor.

Character Example







PARKS AND OPEN SPACE (POS)

This designation applies to land maintained in a natural, semi-natural state, or developed with facilities and set aside for human enjoyment and recreation or for the protection of wildlife or natural habitats. This designation includes existing parks, squares, playgrounds, playfields, gardens, greens, cemeteries, greenways and blueways, and other recreational areas and facilities that are accessible to the public. These areas are generally owned by a public entity but may include some privately owned areas that have been designated as open space. This designation is not intended to identify public land acquisition or to prohibit the development potential of individual privately-owned properties.

Character Example





A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MOBILE, ALABAMA APPROVING THE APOINTMENTS OF NEW DIRECTORS OF THE IMPROVEMENT DISTRICT OF THE CITY OF MOBILE – MCGOWIN PARK PROJECT

Sponsored by: Councilmembers Cory Penn (D1), Samantha Ingram (D2), C.J. Small (D3), Ben Reynolds (D4), Beau Fleming (D5), Josh Woods (D6), and Gina Gregory (D7)

WHEREAS, The Improvement District of the City of Mobile – McGowin Park Project, a public corporation organized by the City Council (the "Council") of the City of Mobile (the "City) under the laws of the State of Alabama (the "Improvement District"), is duly organized and existing under the provisions of Chapter 99A of Title 11 of the Code of Alabama (1975) (the "Act"); and

WHEREAS, the current Board of Directors of the Improvement District (the "Board") are Donald Foster, Jay Kanik, and Jesse Galloway (the "Former Board Members"); and

WHEREAS, the Former Board Members tendered their resignations from the Board to the Council; and

WHEREAS, the Council desires to accept the resignations of the Former Board Members from the Board, and to appoint Michael Albanese, Thomas Cormier, and Clinton Mitchell (the "New Board Members") to the Board, in substitution of the Former Board Members.

NOW THEREFORE, BE IT RESOLVED AND ORDERED BY THE COUNCIL, as follows:

(1) That the Council hereby accepts the resignations of the Former Board Members, and they are hereby removed from the Board, relieved of all authority, rights and obligations in connection with their role on the Board, and the Council shall look to the New Board Members to act on behalf of the Improvement District.

(2) That Clinton Mitchell is hereby appointed by the Council as a member of the Board and the term of Clinton Mitchell shall begin at 12:00 a.m. CT on May 19, 2026 and shall end at 11:59 p.m. CT on May 18, 2030.

(3) That Thomas Cormier is hereby appointed by the Council as a member of the Board and the term of Thomas Cormier shall begin at 12:00 a.m. CT on May 19, 2026 and shall end at 11:59 p.m. CT on May 18, 2031.

(4) That Michael Albanese is hereby appointed by the Council as a member of the Board and the term of Michael Albanese shall begin at 12:00 a.m. CT on May 19, 2026 and shall end at 11:59 p.m. CT on May 18, 2032.

_____
Chairman of the Mobile City Council

Adopted:

Attest:_____
City Clerk

#202971026v1

R E S O L U T I O N

Sponsored by: Councilmember Gina Gregory, District 7

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

Type of application:	Retail Beer/Table Wine (Off Premises Only) License
Submitted by:	Casey's Marketing Company
Location:	Casey's #4809 985 Schillinger Road South Mobile, AL 36695

Adopted:

_____

City Clerk

OFFICE OF THE CITY COUNCIL

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

CITY CLERK
LISA C. LAMBERT

Application Date	Application Type	Application Number	License Account #	Council District	Council Agenda Date
04/24/2026	TRANSFER - OWNERSHIP	2026 - 5760	134141	6	May 12, 2026

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

Alabama Alcoholic Beverage Control Board
PO Box 1151 Montgomery AL 36101

Gentleman,

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

License Type(s)

050 - RETAIL BEER (OFF PREMISES ONLY)

070 - RETAIL TABLE WINE (OFF PREMISES ONLY)

Legal Business Name

CASEYS MARKETING COMPANY

Trade Name (DBA)

CASEYS #4809

Location Address

985 SCHILLINGER ROAD SOUTH

City, State, Zip Code

MOBILE AL 36695

Comments

Yours Very Truly,

Mobile City Council President

Applicant/POA Signature

Date

OFFICE OF THE CITY COUNCIL

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

CITY CLERK
LISA C. LAMBERT

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

Alabama Alcoholic Beverage Control Board
PO Box 1151 Montgomery AL 36101

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

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050 - RETAIL BEER (OFF PREMISES ONLY)

070 - RETAIL TABLE WINE (OFF PREMISES ONLY)

Legal Business Name

CASEYS MARKETING COMPANY

Trade Name (DBA)

CASEYS #4809

Location Address

985 SCHILLINGER ROAD SOUTH

City, State, Zip Code

MOBILE AL 36695

Comments

Yours Very Truly,

Mobile City Council President

Applicant/POA Signature

Date

BUILD MOBILE
PLANNING AND ZONING DEPARTMENT

MEMORANDUM

To: **Lana Pafenbach-Gauthier**

From: **Logan Anderson**
Principal Planner II L. Logan Anderson

Date: **May 5, 2026**

Re: **Application # 5760 / 985 Schillinger Rd. S.**

Regarding the above-referenced application, the subject property is zoned B-3. A convenience store with retail beer and wine sales is a permitted use within this zoning district.

Based on information available to staff, including previous approvals, the site meets the parking requirements of the Unified Development Code.

The property is located within Council District #6, represented by Councilmember Josh Woods.

If I can be of further assistance, please do not hesitate to contact me.

MOBILE CITY COUNCIL
VICINITY MAP - EXISTING ZONING



APPLICATION NUMBER 5760 DATE 5/12/2026

APPLICANT CASETS MARKETING COMPANY

LOCATION 985 SCHILLINGER RD S

REQUEST ALCOHOLIC BEVERAGE LICENSE

N W E S

NTS

LANDUSE SURVEY CONDUCTED 2010

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

City of Mobile ABC Licensing & Compliance Application

Application Date	Application Type	Application Number	License Account #	Council District	Council Agenda Date
04/24/2026	TRANSFER - OWNERSHIP	2026 - 5760	134141	6	May 5, 2026

License Type Applied for with Alabama ABC Board	2nd License Type Applied for with Alabama ABC Board
050 - RETAIL BEER (OFF PREMISES ONLY)	070 - RETAIL TABLE WINE (OFF PREMISES ONLY)

Business Information

Legal Business Name	Trade Name (DBA)
CASEYS MARKETING COMPANY	CASEYS #4809

Business Structure Type	Incorporation Date	SOS Entity ID	State	County
LLC - LIMITED LIABILITY COMPANY	10/03/1995	00000	ANKENY	MOBILE

Federal Tax ID (FEIN)	Alabama State Sales Tax ID	Business Phone Number	If Hemp, Product Type
42-1435913	R012713289	[redacted]	

Physical Address (Street Address, Suite #)	City	State	Zip Code
985 SCHILLINGER ROAD SOUTH	MOBILE	AL	36695

Mailing Address (Street Address, Suite #, PO Box)	City	State	Zip Code
[redacted]			

Primary Business Activity at the Location	Explain (other)	If Location Transfer, Previous Street Address and Zip Code
CONVENIENCE STORE		N/A

Contact Person Information

Name	Title	POA	Phone	Email
ERIN WASHINGTON		YES	[redacted]	

If Transfer of ABC License, Previous Licensee Information

Legal Business Name	Trade Name (DBA)
CEFCO STORES LLC	CEFCO 444

ABC License Type	License Number	Any ABC Pending Actions
050/070 - RETAIL BEER/WINE (OFF PREMISES ONLY)	120698	NO

Land/Building Information

Do you (the applicant) own or lease the property? RENT/LEASE - SIGNED and NOTARIZED LEASE ATTACHED

Property Owner Name and/or Contact Person Name	Property Owner Phone Number	Property Owner Email
HITTSCH LLC	[redacted]	

Property Owner Mailing Address (Street Address, Suite #, PO Box)	City	State	Zip Code
P O BOX 7475	MOBILE	AL	36670

Bldg Square Footage	Bldg Seating Capacity	Restroom Facilities	Patio Area	Structure Type	License Covers
6,000	0	YES	NO	SINGLE STRUCTURE	ENTIRE STRUCTURE

Do the premises have a fully equipped/operational kitchen?	NO
Is the business used to habitually and principally provide food to the public?	NO
Is the business equipped with services and facilities for on premises consumption?	NO
Will the business be operated primarily as a package store?	NO

City of Mobile ABC Licensing & Compliance Application

Owner(s), Partner(s) or Officer(s) Information — **Copy of Driver's License Must Be Provided for each Person**

Full Name (Last, First, Middle)	Title	Driver's License (State, Number)	
PUBLICLY TRADED	INCORPORATED 03/15/19		
Home Address (Street Address, Apt/Unit #)	**City**	**State**	**Zip Code**
AUTHORITY 10/03/2024			
Date of Birth / **Place of Birth (City, State, Nation)**	**Social Security Number**	**Mobile/Phone Number**	

Have you been charged (whether convicted or not) with any law violation(s) in the last ten (10) years?

NO

If Yes, Law Violation	Arresting Agency	Arrest Date	Disposition

Do you have any existing State of Alabama ABC license(s) with any entity in your name?

NO

If Yes, Legal Business Name	Business DBA	Physical Location Address (Street, City, Zip Code)

Full Name (Last, First, Middle)	Title	Driver's License (State, Number)	
Home Address (Street Address, Apt/Unit #)	**City**	**State**	**Zip Code**
Date of Birth / **Place of Birth (City, State, Nation)**	**Social Security Number**	**Mobile/Phone Number**	

Have you been charged (whether convicted or not) with any law violation(s) in the last ten (10) years?

If Yes, Law Violation	Arresting Agency	Arrest Date	Disposition

If Yes, Legal Business Name	Business DBA	Physical Location Address (Street, City, Zip Code)

Power of Attorney (POA) Information — **Copy of Driver's License Must Be Provided for each Person**

Full Name (Last, First, Middle)	Title	Date of Birth	Driver's License (State, Number)	
N/A				
Home Address (Street Address, Apt/Unit #)	**City**	**State**	**Zip Code**	**Phone Number**

Has anyone, including manager or applicant, had a City of Mobile, Federal/State license suspended, revoked or declined? NO

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

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

City of Mobile ABC Licensing & Compliance Application

CERTIFICATION and SIGNATURE

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

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

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

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

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

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

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

Owner/Applicant/POA Printed Name	Date of Application Signature
John T Darby	04/29/26
Owner/Applicant/POA Signature	Title of Person Signing this Application
	POA

Sworn to and subscribed before me this 29th day of April 20 26

Notary Person Printed Name	Notary Person Signature	My Notary Commission Expires
Tara Lynn Harris		February 11, 2030

Signature Page

PUBLIC NOTICE!

An application has been submitted to the Mobile City Council for an ABC Compliance License. This license would authorize the sale of alcoholic beverages and/or consumable hemp products at the location listed below.

License Type(s)

050 - RETAIL BEER (OFF PREMISES ONLY)

070 - RETAIL TABLE WINE (OFF PREMISES ONLY)

Legal Business Name

CASEYS MARKETING COMPANY

Trade Name (DBA)

CASEYS #4809

Location Address

985 SCHILLINGER ROAD SOUTH

Zip Code

36695

Application Number

2026 - 5760

Notice Post Date @ Location

04/24/2026

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

May 5, 2026

Date

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

POA

Applicant/POA Signature

Tara Lynn Harris

Revenue Department Representative

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

City of Mobile ABC Licensing & Compliance Application

TO: City of Mobile City Council

FROM: City of Mobile Revenue Department

RE: Alcoholic Beverage License Request

Application Date	Application Type	Application Number	License Account #	Council District	Council Agenda Date
04/24/2026	TRANSFER - OWNERSHIP	2026 - 5760	134141	6	May 5, 2026

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

License Type(s)

050 - RETAIL BEER (OFF PREMISES ONLY)

070 - RETAIL TABLE WINE (OFF PREMISES ONLY)

Legal Business Name

CASEYS MARKETING COMPANY

Trade Name (DBA)

CASEYS #4809

Location Address

985 SCHILLINGER ROAD SOUTH

City, State, Zip Code

MOBILE AL 36695

Contact Person Information				
Name	Title	POA	Phone	Email
ERIN WASHINGTON		YES	[redacted]	

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

What is/was the start date of this business? 04/24/2026

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

Tara Lynn Harris

Revenue Department Representative

City of Mobile Alcoholic Beverage License Application
Notice of Public Hearing

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

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

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

CASEYS MARKETING COMPANY

dba CASEYS #4809

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

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

for the premises located at

985 SCHILLINGER ROAD SOUTH , Mobile, Alabama.

A public hearing will be held by the City Council in the Council's chambers at the Government Plaza Auditorium located at 205 Government Street at 1030am on May 5, 2026 for application number 2026 - 5760

b) In addition to the published notice required, the applicant shall post on the premises where the business or sale is to be conducted, continuously for a period of not less than SEVEN (7) days prior to the consideration of the application by the City Council, a posted notice of the pending application and public hearing concerning the granting thereof in the manner and form to be supplied by the City of Mobile Revenue Department, at the time applicant is first made to the City for such license. Such notice shall be conspicuously displayed on the front of the building so as to be clearly visible from the street or sidewalk adjacent thereto. The published notice shall be published for THREE (3) consecutive days.

c) Applicant shall take such steps as may be necessary to meet all requirements of ordinances, regulations, and statutes applicable thereto. When the application for a license is made and all requirements have been met, a day for the hearing shall be set, the day shall be supplied to the applicant to be inserted in the newspaper ad and in the posted notice.

POA
Applicant/POA Signature

Tara Lynn Harris
Revenue Department Representative

PUBLIC NOTICE!

MOBILE
ALABAMA

An application has been submitted to the Mobile City Council for an ABC Compliance License. This license would authorize the sale of alcoholic beverages and/or consumable hemp products at the location listed below.

License Type(s)

050 - RETAIL BEER (OFF PREMISES ONLY)

070 - RETAIL TABLE WINE (OFF PREMISES ONLY)

Legal Business Name

CASEYS MARKETING COMPANY

Trade Name (DBA)

CASEYS #4809

Location Address

985 SCHILLINGER ROAD SOUTH

Zip Code

36695

Application Number

2026 - 5760

Notice Post Date @ Location

04/24/2026

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

May 5, 2026

Date

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

POA

Applicant/POA Signature

Tara Lynn Harris

Revenue Department Representative

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

To

STATE OF ALABAMA
ALCOHOLIC BEVERAGE CONTROL BOARD
Confirmation Number: 20260409125717243

NOTICE OF TRANSFER OF ABC LICENSED BUSINESS

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

CURRENT LICENSEE:
CEFCO STORES LLC
Address: 985 SCHILLINGER RD S
MOBILE, AL 36695
[redacted]

NEW APPLICANT:
CASEYS MARKETING COMPANY
Address: 1 SE CONVENIENCE BLVD
ANKENY, IA 50021
[redacted]

Current License No: 120698

LICENSED PREMISES ADDRESS: 985 SCHILLINGER RD S MOBILE, AL 36695

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

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

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

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

THE CURRENT LICENSE WILL NOT BE RENEWED.

WITNESS our hands and seals on this the 13th day of April, 2026.

CURRENT LICENSEE (NAMED ON LICENSE)

Print Name:
Title:

NEW LICENSEE (APPLICANT)

Print Name:
Title:

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

Notary

MINDY BRINCKS
Commission Number 780944
My Commission Expires
October 28, 2026

STATE OF ALABAMA
ALCOHOLIC BEVERAGE CONTROL BOARD
ALCOHOL LICENSE APPLICATION
Confirmation Number: 20260409125717243

Type License: 050 - RETAIL BEER (OFF PREMISES ONLY)
070 - RETAIL TABLE WINE (OFF PREMISES ONLY)
990 - TOBACCO AND ALTERNATIVE NICOTINE PRODUCTS

State: **County:**

Trade Name: CASEYS 4809

Filing Fee:

Applicant: CASEYS MARKETING COMPANY

Transfer Fee: $150.00

Location Address: 985 SCHILLINGER RD S MOBILE, AL 36695

Mailing Address: [redacted]

County: MOBILE **Tobacco sales:** YES **Tobacco Vending Machines:**

Product Type: 03 **Type Ownership:** CORPORATION

Book, Page, or Document info: 00000

Do you sell Draft Beer?: N/A

Date Incorporated: 03/15/1995 **State incorporated:** IA **County Incorporated:** POLK

Date of Authority: 10/03/2024

Federal Tax ID: 42-1435913 **Alabama State Sales Tax ID:** R012713289

Name:	Title:	Date and Place of Birth:	Residence Address:
PUBLICLY TRADED			
[redacted]			

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

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

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

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

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

STATE OF ALABAMA
ALCOHOLIC BEVERAGE CONTROL BOARD
ALCOHOL LICENSE APPLICATION
Confirmation Number: 20260409125717243

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

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

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

Contact Person: JAYMEE BEARDEN
Business Phone: [redacted]
Fax:

[redacted]

PREVIOUS LICENSE INFORMATION:
Trade Name: CEFCO 444
Applicant: CEFCO STORES LLC

Previous Vendor Number: 120698

STATE OF ALABAMA
ALCOHOLIC BEVERAGE CONTROL BOARD
ALCOHOL LICENSE APPLICATION
Confirmation Number: 20260409125717243

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

Name of Property owner/lessor and phone number: HITTSCH LLC 251-471-1000

What is lessors primary business? CONVENIENCE STORES WITH REAL ESTATE

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

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

Does the premise have a fully equipped kitchen? NO

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

Does the establishment have restroom facilities? YES

Is the premise equipped with services and facilities for on premises consumption of alcoholic beverages? NO

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

Building Dimensions Square Footage: 6000 Display Square Footage:

Building seating capacity: 0 Does Licensed premises include a patio area? NO

License Structure: SINGLE STRUCTURE License covers: ENTIRE STRUCTURE

Number of licenses in the vicinity: Nearest:

Nearest school: Nearest church: Nearest residence:

Location is within: CITY/TOWN LIMITS Police protection: CITY

STATE OF ALABAMA
ALCOHOLIC BEVERAGE CONTROL BOARD
ALCOHOL LICENSE APPLICATION
Confirmation Number: 20260409125717243

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

Name:	Violation & Date:	Arresting Agency:	Disposition:

STATE OF ALABAMA
ALCOHOLIC BEVERAGE CONTROL BOARD
ALCOHOL LICENSE APPLICATION
Confirmation Number: 20260409125717243

Private Clubs / Special Retail / or Special Events licenses ONLY

Private Club
Does the club charge and collect dues from elected members? N/A
Number of paid up members:
Are meetings regularly held? N/A
How often?
Is business conducted through officers regularly elected? N/A
Are members admitted by written application, investigation, and ballot? N/A
Has Agent verified membership applications for each member listed? N/A
Has at least 10% of members listed been confirmed and highlighted? N/A Agent's Initials:
For what purpose is the club organized?
Does the property used, as well as the advantages, belong to all the members? N/A
Do the operations of the club benefit any individual member(s), officer(s), director(s), agent(s), or employee(s) of the club rather than to benefit of the entire membership? N/A

Special Retail
Is it for 30 days or less? N/A
More than 30 days? N/A

Franchisee or Concessionaire of above? N/A
Other valid responsible organization: N/A
Explanation:

Special Events / Special Retail (7 days or less)
Starting Date: Ending Date:
Special terms and conditions for special event/special retail:

Other Explanations
Does anyone involved with this license application have any monetary interest in any other ABC licensed/permitted establishment?: OTHER CASEY STORES
Is ther any further interest in, or connection with, the licensee's business by the lessor?: APPLICANT AND LANDLORD ARE THE SAME

STATE OF ALABAMA
ALCOHOLIC BEVERAGE CONTROL BOARD
ALCOHOL LICENSE APPLICATION
Confirmation Number: 20260409125717243

Initial each — **Signature page**

- [ ] In reference to law violations, I attest to the truthfulness of the responses given within the application.
- [ ] In reference to the Lease/property ownership, I attest to the truthfulness of the responses given within the application.
- [ ] In reference to ACT No. 80-529, I understand that if my application is denied or discontinued, I will not be refunded the filing fee required by this application.
- [ ] In reference to Special Retail or Special Events retail license, Wine Festival and Wine Festival Participant Licenses, and Food or Beverage Truck Licenses, I agree to comply with all applicable laws and regulations concerning this class of license, and to observe the special terms and conditions as indicated within the application.
- [ ] In reference to the Club Application information, I attest to the truthfulness of the responses given within the application.
- [ ] In reference to the transfer of license/location, I attest to the truthfulness of the information listed on the attached transfer agreement.
- [ ] In accordance with Alabama Rules & Regulations 20-X-5-.01(4), any social security number disclosed under this regulation shall be used for the purpose of investigation or verification by the ABC Board and shall not be a matter of public record.
- [ ] The undersigned agree, if a license is issued as herein applied for, to comply at all times with and to fully observe all the provisions of the Alabama Alcoholic Beverage Control Act, as appears in Code of Alabama, Title 28, and all laws of the State of Alabama relative to the handling of alcoholic beverages.

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

Applicant Name (print):

Signature of Applicant:

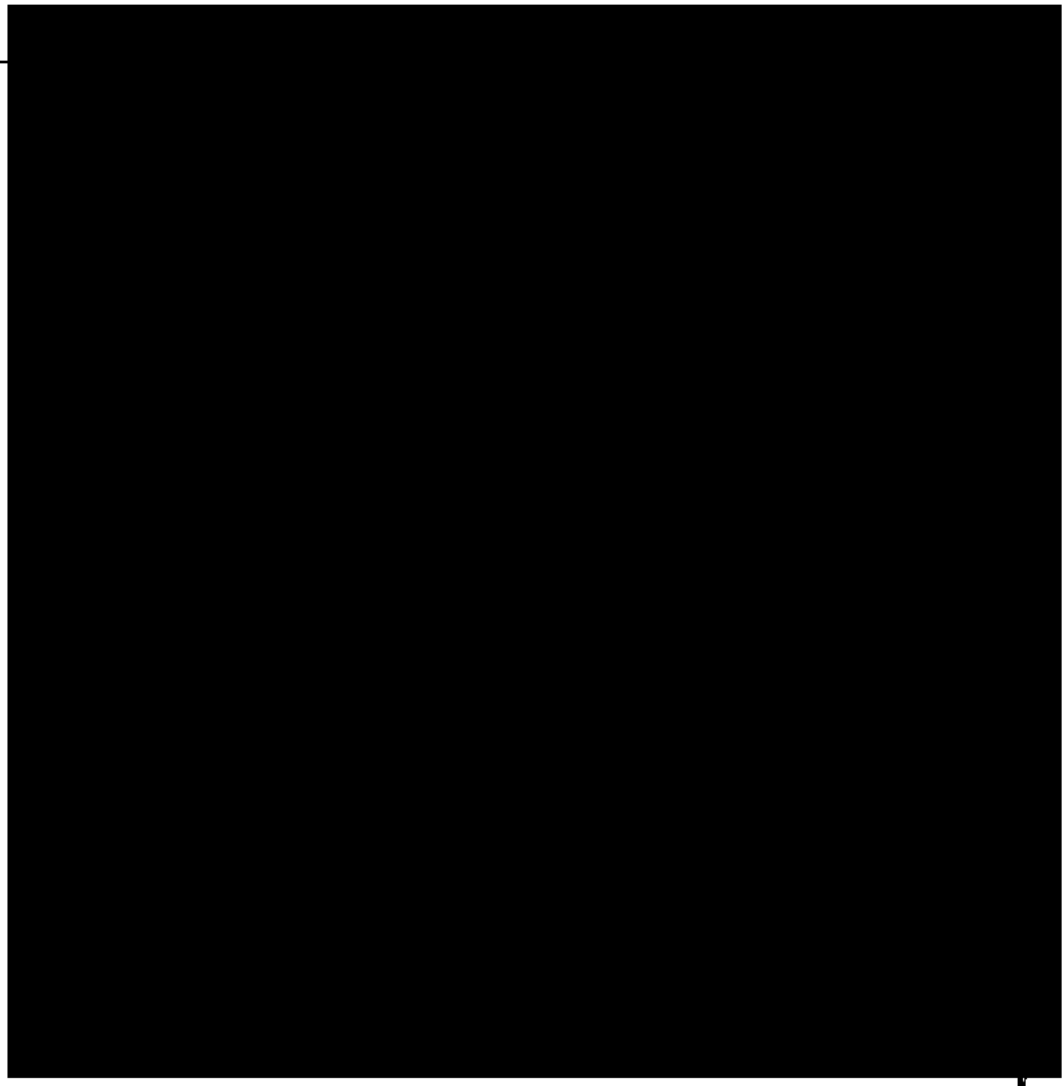
Notary Name (print): Mindy Brincks

Notary Signature: MindyBrincks

Commission expires: October 28, 2026

Application Taken: **App. Inv. Completed:** **Forwarded to District Office:**
Submitted to Local Government: **Received from Local Government:**
Received in District Office: **Reviewed by Supervisor:** **Forwarded to Central Office:**

MINDY BRINCKS
Commission Number 780944
My Commission Expires
October 28, 2026



Wes Allen
Secretary of State

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

STATE OF ALABAMA

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

the entity records on file in this office disclose that Casey's Marketing Company a Iowa entity, qualified in the State of Alabama on October 3, 2024. The Alabama Entity Identification number for this entity is 001-157-151. I further certify that the records do not disclose that said qualification has been revoked, cancelled or terminated.

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

02/09/2026

Date

Wes Allen **Secretary of State**

IOWA

No. W00071553
Date: 03/30/1995

SECRETARY OF STATE

490 DP-000184278
CASEY'S MARKETING COMPANY
GARTH D ADAMS
100 COURT AVE STE 600

DES MOINES, IA 50309

ACKNOWLEDGMENT OF DOCUMENT FILED

The Secretary of State acknowledges receipt of the following document from the filing party named above:

Articles of Incorporation

The document was filed on March 15, 1995, at 11:10 AM.

The amount of $50.00 was received in full payment of the filing fee.

STATE OF IOWA SECRETARY OF STATE SEAL

Paul D. Pate

SECRETARY OF STATE

Printed on Recycled Paper

0328950935J.BA 1459234RTA SOS $50.00

ARTICLES OF INCORPORATION

OF

CASEY'S MARKETING COMPANY

TO THE SECRETARY OF STATE OF
THE STATE OF IOWA:

Pursuant to Section 201 of the Iowa Business Corporation Act, the undersigned, acting as incorporator of a corporation, adopts the following Articles of Incorporation for the Corporation.

ARTICLE I

The name of the Corporation shall be Casey's Marketing Company. Its registered agent is Eli J. Wirtz and registered office is One Convenience Boulevard, Ankeny, Iowa 50021.

ARTICLE II

The Corporation's existence shall be perpetual.

ARTICLE III

The purpose which the Corporation is authorized to pursue is and includes the transaction of any and all lawful business for which corporations may be incorporated under the Iowa Business Corporation Act.

ARTICLE IV

The Corporation is authorized to issue ten thousand (10,000) shares of Common Stock consisting of one class designated as Common, and having no par value and no pre-emptive rights. Any unissued shares of the Corporation may be issued from time to time in such amount, for such consideration and upon such terms and conditions as the Board of Directors may determine.

ARTICLE V

The number of directors of the Corporation shall be not fewer than three (3) and not greater than six (6). Vacancies in the Board of Directors or new directorships created by an increase in the number of directors shall be filled by election by a majority of the remaining members of the Board, though less than a quorum, and the person filling such vacancy or newly-created directorship shall serve out the remainder of the term for the vacated directorship or, in the case of a new directorship, the term designated for the class of directors of which that directorship is a part.

ARTICLE VI

The Board of Directors of the Corporation shall have the power to adopt a corporate seal for the Corporation.

ARTICLE VII

The private property of the shareholders of the Corporation shall at all times be exempt from liability of corporate debts of any kind and this Article shall not be amended or repealed.

ARTICLE VIII

In the event that any shareholder shall become indebted to the Corporation, the Corporation shall have a lien upon any shares of stock in the Corporation owned by such Shareholder for the full amount of such indebtedness.

ARTICLE IX

Stock in the Corporation shall be transferred only by assignment upon the books of the Corporation, subject to and in

accordance with such restrictions as may be provided in the By-laws of the Corporation.

ARTICLE X

The Board of Directors of the Corporation shall adopt By-laws for its corporate operation, which may contain provisions restricting the transfer of shares of the Corporation, limiting the term or responsibilities of directors, and providing for indemnification from obligation or loss of officers and directors incurred as a result of their office.

ARTICLE XI

A. A director of the Corporation shall not be personally liable to the Corporation or its stockholders for monetary damages for breach of fiduciary duty as a director, except for liability (i) for a breach of the director's duty of loyalty to the Corporation or its stockholders, (ii) for acts or omissions not in good faith or which involve intentional misconduct or knowing violation of law, (iii) for a transaction from which the director derives an improper personal benefit, or (iv) under Section 490.833 of the Iowa Business Corporation Act.

If the Iowa Business Corporation Act is amended to authorize corporate action further eliminating or limiting the personal liability of directors, then the liability of a director of the Corporation shall be eliminated or limited to the fullest extent permitted by the Iowa Business Corporation Act, as so amended.

Any repeal or modification of this Article XI by the stockholders of the Corporation shall not adversely affect any

right or protection of a director of the Corporation existing at the time of such repeal or modification.

B. (1) Each person who was or is made a party or is threatened to be made a party to or is involved in any action, suit or proceeding, whether civil, criminal, administrative or investigative (hereinafter a "proceeding"), by reason of the fact that he or she, or a person of whom he or she is the legal representative, (a) is or was a director or officer of the Corporation, or (b) is or was serving (at such time as he or she is or was a director or officer of the Corporation) at the request of the Corporation as a director, officer, partner, trustee, administrator, employee or agent of another corporation or of a partnership, joint venture, trust or other enterprise, including service with respect to employee benefit plans, whether the basis of such proceeding is alleged action in an official capacity as a director, officer, partner, trustee, administrator, employee or agent or in any other capacity while serving as a director, officer, partner, trustee, administrator, employee or agent, shall be indemnified and held harmless by the Corporation to the fullest extent authorized by the Iowa Business Corporation Act, as the same exists or may hereafter be amended (but, in the case of any such amendment, only to the extent that such amendment permits the Corporation to provide broader indemnification rights than said law permitted the Corporation to provide prior to such amendment), against all expense, liability and loss (including attorneys' fees, judgments, fines, ERISA excise taxes or penalties and amounts paid or to be paid in settlement) reasonably incurred or

suffered by such person in connection therewith, and such indemnification shall continue as to a person who has ceased to be such a director or officer and shall inure to the benefit of his or her heirs, executors and administrators; provided, however, that, (a) with respect to proceedings seeking to enforce rights to indemnification as provided in paragraph (2) of this Section B, the Corporation shall indemnify any such person seeking indemnification in connection with a proceeding (or part thereof) initiated by such person only if such proceeding (or part thereof) was authorized by the Board of Directors of the Corporation, (b) in the case of a proceeding brought by or in the right of the Corporation, any such indemnification shall be limited as provided in the Iowa Business Corporation Act and (c) no such indemnification shall be provided to any director or officer, as applicable, for any proceeding wherein it shall ultimately be determined by final judicial decision that such director or officer is liable (i) for a breach of the director's duty of loyalty to the Corporation or its stockholders, (ii) for acts or omissions not in good faith or which involve intentional misconduct or knowing violation of law, (iii) for a transaction from which the director derives an improper personal benefit or (iv) under Section 490.833 of the Iowa Business Corporation Act. The right to indemnification conferred in this Section B shall be a contract right and shall include the right to be paid by the Corporation the expenses incurred in defending any such proceeding in advance of its final disposition; provided, however, that if the Iowa Business Corporation Act requires, the payment of such

expense incurred by a director or officer (and not in any other capacity in which service was or is rendered by such person while a director or officer, including, without limitation, service to an employee benefit plan) in advance of the final disposition of a proceeding, shall be made only upon delivery to the Corporation of the written affirmation of the good faith belief of such director or officer that he or she has met the standard of conduct necessary for indemnification, and an undertaking, by or on behalf of such director or officer, to repay all amounts so advanced if it shall ultimately be determined by final judicial decision that such director or officer is not entitled to be indemnified under this Section B or otherwise. The Corporation may, by action of its Board of Directors, provide indemnification to other employees and agents of the Corporation with the same scope and effect as the foregoing indemnification of directors and officers.

(2) If a claim under paragraph 1 of this Section B is not paid in full by the Corporation within thirty days after a written claim has been received by the Corporation, the claimant may at any time thereafter bring suit against the Corporation to recover the unpaid amount of the claim and, if successful in whole or in part, the claimant shall be entitled to be paid also the expense of prosecuting such claim. It shall be a defense to any such action (other than an action brought to enforce a claim for expenses incurred in defending any proceeding in advance of its final disposition where the required affirmation and undertaking, if any is required, has been tendered to the Corporation) that the claimant has not met the standards of conduct which make it

permissible under the Iowa Business Corporation Act for the Corporation to indemnify the claimant for the amount claimed, but the burden of proving such defense shall be on the Corporation. Neither the failure of the Corporation (including its Board of Directors, independent legal counsel, or its stockholders) to have made a determination prior to the commencement of such action that indemnification of the claimant is proper in the circumstances because he or she has met the applicable standard of conduct set forth in the Iowa Business Corporation Act, nor an actual determination by the Corporation (including its Board of Directors, independent legal counsel or its stockholders) that the claimant has not met such applicable standard of conduct, shall be a defense to the action or create a presumption that the claimant has not met the applicable standard of conduct.

(3) The right to indemnification and the payment of expenses incurred in defending a proceeding in advance of its final disposition conferred in this Article shall not be exclusive of any other rights which any person may have or hereafter acquire under a provision of the Articles of Incorporation, By-laws, agreements, vote of stockholders or disinterested directors or otherwise, both as to action in a person's official capacity and as to action in another capacity while holding the office. The Corporation may enter into separate written agreements with directors, officers, employee and agents of the Corporation and of other enterprises, which agreements expressly provide for indemnification and reimbursement of such persons to the fullest

extent now or hereafter permitted by this Article or applicable law.

(4) The Corporation may maintain insurance, at its expense, to protect itself and any director, officer, employee or agent of the Corporation or another corporation, partnership, joint venture, trust or other enterprise against any expense, liability or loss, whether or not the Corporation would have the power to indemnify such person against such expense, liability or loss under the Iowa Business Corporation Act.

ARTICLE XII

These Articles may be amended, modified, revised and/or restated only by resolution by the Board of Directors, which resolution is submitted to the shareholders at an annual or special meeting and receives the affirmative vote of the holders of a majority of the shares entitled to vote thereon.

Dated this 13th day of March, 1995.

Douglas K. Shull

Douglas K. Shull, Incorporator
One Convenience Boulevard
Ankeny, Iowa 50021

STATE OF IOWA)
) ss.
COUNTY OF POLK)

On this 13th day of March, 1995, before me, a Notary Public, in and for said County in said State, personally appeared Douglas K. Shull, to me known to be the person named in and who executed the foregoing Articles of Incorporation and acknowledged that he executed the same as his voluntary act and deed.

Connie Hatcher
Notary Public in and for
the State of Iowa

My Commission Expires _____

CONNIE HATCHER
MY COMMISSION EXPIRES
November 6, 1996

C10281057ART1.DOC:lj

STATE OF IOWA
SECRETARY OF STATE
FILED 03/15/1995 AT 11:10 AM
FILING # 000184278W00071553
*WO: 94457011 -WS: 94457014

Department of the Treasury
Internal Revenue Service
Ogden, UT 84201

In reply refer to: 0458659839
Dec 02, 2015 LTR 147C
42-1435913

CASEYS MARKETING COMPANY
[redacted]

Taxpayer Identification Number: 42-1435913

Form(s): 147C

Dear Taxpayer:

Thank you for your telephone inquiry of December 2nd, 2015.

Your Employer Identification Number (EIN) is 42-1435913. Please keep this letter in your permanent records. Enter your name and your EIN on all business federal tax forms and on related correspondence.

If you have any questions regarding this letter, please call our Customer Service Department at 1-800-829-0115 between the hours of 7:00 AM and 7:00 PM. If you prefer, you may write to us at the address shown at the top of the first page of this letter. When you write, please include a telephone number where you may be reached and the best time to call.

Sincerely,

Ms. Hall
1000247431
Customer Service Representative

2026

SALES TAX LICENSE

State of Alabama

Alabama Department of Revenue

ISSUED TO:

CASEYS MARKETING COMPANY

ACCOUNT TYPE	ACCOUNT NUMBER	EFFECTIVE DATE	EXPIRATION DATE
SLS	R012713289	11/1/2025	12/31/2026

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

NON-TRANSFERABLE

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

STATE OF ALABAMA
DEPARTMENT OF REVENUE

Jennifer Byrd

Deputy Commissioner

NAICS CODE: 445131

THIS LICENSE APPLIES TO THE FOLLOWING LOCATION(S):

10654 AIRPORT BLVD MOBILE AL 36608-9540
1216 N MCKENZIE ST FOLEY AL 36535-3503
3665 GULF SHORES PKWY GULF SHORES AL 36542-2721
558 SALCO RD E AXIS AL 36505-4472
8101 N HICKORY ST LOXLEY AL 36551-3130
985 SCHILLINGER RD S MOBILE AL 36695-9804

ASSIGNMENT AND ASSUMPTION OF GROUND LEASE

THIS ASSIGNMENT AND ASSUMPTION OF THE GROUND LEASE ("Assignment") is made and is effective as of the 7 day of January 2026, between Fikes Wholesale, LLC, an Iowa limited liability company, successor by Conversion to Fikes Wholesale, Inc., a Texas corporation ("Assignor"), and Casey's Marketing Company, an Iowa corporation ("Assignee").

WHEREAS, Assignor entered into a Ground Lease ("Lease") dated June 2, 2022 and amended on September 30, 2022, with Hittsch, LLC, an Alabama limited liability company, for the lease of property located at 985 Schillinger Road, City of Mobile, Mobile County, Alabama and more fully described as: Lot 3C, of the Resubdivision Plat Brewer Center Subdivision, Lot 3, as shown on the Plat thereof recorded in Instrument #2023001732 of the Records in the Office of The Judge of Probate of Mobile County, Alabama. Together with those certain easements granted by Declaration of Easements, Covenants, and Restrictions dated January 10, 2018 and recorded in Book LR7594, Page 456 and amended by Amendment of Declaration of Easements, Covenants and Restrictions dated May 29, 2018 and recorded in Book LR7640, Page 1765.

WHEREAS, Assignee is the owner of all of the membership interest of Assignor, and this Assignment is a Permitted Transfer under the Lease.

WHEREAS, Assignor desires to assign all of its right, title and interest, as Tenant, in and to the Lease to Assignee, and Assignee desires to accept such assignment and assume the obligations of Assignor under the Lease. Assignee acknowledges that it has received and reviewed a copy of the Lease and is familiar with its terms.

NOW, THEREFORE, for valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

1. **Assignment and Assumption**. Assignor transfers, assigns and sets over to Assignee all of the right, title and interest of Assignor, as Tenant, in and to the Lease and Assignee assumes and agrees to perform and keep all of the promises, covenants, conditions, agreements and obligations of Assignor, as Tenant, under the Lease.

2. **No Modifications.** Assignor hereby certifies that the Lease is in full force and effect and there have been no modifications or amendments unless attached hereto.

3. **Binding Effect.** This Assignment and Assumption, and each and every part hereof, shall be binding upon and inure to the benefit of the Assignee, the Assignor, and their respective successors and assigns. This Assignment and Assumption is made and delivered and, in all respects, shall be governed by the laws of the State of Texas.

4. **Counterparts**. This agreement may be executed in counterparts, each of which when executed and delivered shall be deemed to be an original, and all of which taken together shall constitute one and the same instrument. Electronic, or facsimile or e-mail transmitted signatures, and photocopies thereof, shall be deemed originals.

IN WITNESS WHEREOF, this Assignment and Assumption of Ground Lease Agreement is executed as of the day and year mentioned above.

ASSIGNOR
FIKES WHOLESALE, LLC

DocuSigned by:
Jay Soupene
9FDC8234634F429...
Jay Soupene, Authorized signatory

ASSIGNEE
CASEY'S MARKETING COMPANY

DocuSigned by:
Kendra Meyer
414D098AFE9742B...
Kendra Meyer, Authorized signatory

FIKES WHOLESALE, LLC
Federal Tax I.D. 74-1857841
Date of Incorporation: October 25, 2004

Effective 10/25/2024

OFFICERS

Samuel J. James, President & Chairman
One SE Convenience Blvd.
Ankeny, IA 50021

Brian J. Johnson, Vice President
One SE Convenience Blvd.
Ankeny, IA 50021

Scott Faber, Secretary
One SE Convenience Blvd.
Ankeny, IA 50021

Eric Larsen, Treasurer
One SE Convenience Blvd.
Ankeny, IA 50021

Douglas M. Beech, Assistant Secretary
One SE. Convenience Blvd.
Ankeny, IA 50021

This information is intended for the use of the individual or entity to which it is addressed and may contain information that is confidential and privileged and exempt from disclosure under applicable law. You are hereby notified that any dissemination, distribution, or copying of this communication is strictly prohibited.

CITY of MOBILE ALCOHOLIC BEVERAGE LICENSE APPLICATION

LEASE PROPERTY OWNERSHIP & SIGN AGREEMENT

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

LEGAL DESCRIPTION OF PROPERTY

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

Lease of property located at 985 Schillinger Road, City of Mobile, Mobile County, Alabama and more fully described as: Lot 3C, of the Resubdivision Plat Brewer Center Subdivision, Lot 3, as shown on the Plat thereof recorded in Instrument #2023001732 of the Records in the Office of The Judge of Probate of Mobile County, Alabama. Together with those certain easements granted by Declaration of Easements, Covenants, and Restrictions dated January 10, 2018 and recorded in Book LR7594, Page 456 and amended by Amendment of Declaration of Easements, Covenants and Restrictions dated May 29, 2018 and recorded in Book LR7640, Page 1765.

Ownership Type	Company Name

The above described property is ☐ Owned ☑ Leased to/by Casey's Marketing Company

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

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

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

Sworn to and subscribed before me this 8th day of April 20 24

Notary Printed Name	Notary Signature	My (Notary) Commission Expires
Morgan Wierschke	Morgan Wierschke	09/09/28

Notary Stamp

MORGAN WIERSCHKE
Commission Number 867399
My Commission Expires
September 09, 2028

Owner of Property (Print Name)	Applicant Name (Print Name)
Scott Faber, Secretary	Scott Faber, Secretary
Owner of Property (Signature)	Applicant Name (Signature)
X	X
Street Address	Street Address
One SE Convenience Blvd.	One SE Convenience Blvd.
City, State, Zip	City, State, Zip
Ankeny, IA 50021	Ankeny, IA 50021
Date Agreement Signed	Date Agreement Signed

LEASE AGREEMENT

LANDLORD

FIKES WHOLESALE, INC., A TEXAS CORPORATION

TENANT

CEFCO, A PARTNERSHIP

PREMISES LOCATION

985 SCHILLINGER RD S
MOBILE, AL ~~36608~~ 36695

located in Mobile County, Alabama

TAX PARCEL #2809302000001022

LEASE AGREEMENT

ARTICLE I: BASIC TERMS

Effective Date: June 1, 2023

Landlord: **FIKES WHOLESALE, INC., a Texas corporation**

Landlord's Mailing Address: P.O. Box 1287
Temple, Texas 76503

Tenant: **CEFCO, a partnership**

Tenant's Mailing Address: 6261 Central Pointe Parkway
Temple, Texas 76504

36695 @ CEFCO & FIKES

Premises: The Premises are that certain real property at 985 SCHILLINGER RD S Mobile, Mobile County, Alabama ~~36608~~ more particularly described in EXHIBIT A attached hereto and made a part hereof, and include all improvements located or to be constructed on such real property and all appurtenances thereto.

Base Rent: None.

Term: Ten years beginning on the Commencement Date, subject to being extended pursuant to the three, ten-year renewal options set forth in this Lease.

Commencement Date: The date upon which the improvements have been substantially completed and the Certificate of Occupancy for the Premises has been issued by the appropriate authorities.

Termination Date: The last day of the month ten years following the Commencement Date, unless extended as provided in this Lease.

Security Deposit: None.

ARTICLE II: LEASING, RENT, TERM, USE, PROPERTY CONDITION

2.01. LEASING OF PREMISES. Landlord hereby leases the Premises to Tenant and Tenant hereby leases the Premises from Landlord under the terms and provisions of this Lease Agreement (the "Lease"). Landlord shall deliver possession of the Premises to Tenant on or before the Commencement Date.

2.02. RENT PAYMENTS. Tenant shall pay to Landlord the additional rent described in Section 2.03 below, commencing on the Commencement Date and payable at Landlord's Mailing Address set forth above. Partial months shall be prorated. The additional rent described in this Lease and any reimbursements to be paid by Tenant under this Lease are collectively referred to in this Lease as the "rent". If any rent payment or other sum due by Tenant to Landlord is received by Landlord later than the tenth (10th) day of each calendar month, Tenant shall also promptly pay to Landlord a late charge equal to the lesser of (a) 5% of such rent payment or other sum, or (b) the maximum late charge allowed by applicable law. Late charges shall be considered liquidated damages for Landlord's time, inconvenience, and administrative and overhead costs (except for attorneys' fees and litigation costs) in collecting late rent. Landlord's acceptance of late rent or other sum shall not constitute permission for Tenant to pay the rent or other sum late thereafter and shall not

constitute a waiver of Landlord's remedies for subsequent late payments. Late payment charges are due immediately upon notice or demand.

2.03. ADDITIONAL RENT; BUILDING OPERATING EXPENSE. This lease is what is commonly referred to as a "triple-net" lease whereby the Tenant pays all the operating expenses of the Premises. As a consequence, Tenant shall pay to Landlord as additional rent ("additional rent"), all operating expenses. Tenant shall pay to Landlord such additional rent no later than fifteen (15) days after Tenant's receipt of an invoice from Landlord detailing the additional rent payment or payments due. Landlord reserves the right to require Tenant to pay to Landlord 1/12 of the estimated annual operating expenses on a monthly basis. Operating expenses ("operating expenses") for each calendar year shall include all expenses incurred in connection with the ownership, operation, management, maintenance and repair of the Premises including but not limited to: (i) all property taxes, ad valorem taxes, assessments and related government charges that accrue or are assessed against all or a portion of the Premises, (ii) all amounts for personal property leased and used in connection with the Premises, (iii) insurance costs, including but not limited to insurance premiums for fire, extended coverage, vandalism and liability on the Premises and personal property used in connection therewith, (iv) all electricity, water, gas (if available) and other utility costs not separately billed to Tenant, (v) the costs and fees associated with all repairs, replacement and maintenance of the Premises and equipment relating thereto, including but not limited to, landscaping, lighting, foundation, roof, walls, elevators, fire sprinkler systems, heating, ventilation and air conditioning ("HVAC") systems, mechanical, plumbing and electrical systems, parking lots, and common areas, (vi) fees and expenses associated with services provided, including but not limited to, trash service, security service (only if provided), and janitorial and similar maintenance services, (vii) costs of dues, assessments and charges associated with membership in any applicable property or community owner's association, (viii) remodeling, construction, alterations, additions and improvements which are made to comply with applicable laws, rules and regulations of any governmental authority or other agency or which are made in an attempt to reduce operating expenses, including capital improvement costs as is necessary to amortize such improvements over their useful life, (ix) all margin taxes, gross receipts taxes, franchise taxes, business revenue taxes and any similar taxes, charges and/or assessments imposed, instituted or assessed by applicable governmental authorities (whether federal, state, municipal or local) against Landlord or the Premises in connection with or in any manner relating to Landlord's ownership, management, maintenance and/or operation of the Premises or otherwise in connection with or relating to the Premises, including any taxes, assessments or charges that may be imposed, instituted or assessed in lieu of or in partial or total replacement of real property taxes, ad valorem taxes or similar taxes or assessments. If any expenses included in operating expenses cannot be determined for any reason so as to allow an accurate calculation, then Landlord, in its reasonable discretion, may estimate and pro-rate said expenses on an annual basis, and the expenses shall be properly adjusted by Landlord when they can actually be determined. Upon reasonable notice to Landlord in writing, Tenant, at Tenant's sole cost and expense, may examine or audit Landlord's accounting records for operating expenses once each calendar year for the immediately preceding year. If not examined or audited within such calendar year, such operating expenses shall be deemed as accepted and agreed to by Tenant. Tenant's examination or audit of operating expenses shall not affect Tenant's obligations hereunder to continue to pay operating expenses. The examination or audit must be performed at Landlord's place of business during normal business hours and in a manner that will not unreasonably interfere with Landlord's business activities.

2.04 TERM; OPTIONS TO RENEW. The initial term of this lease shall be for a period of ten (10) years, commencing on the Commencement Date and terminating on the Termination Date, unless earlier terminated under the provisions of this Lease. Tenant shall also have three (3) options to renew and extend the initial term of the Lease for ten (10) years each (each an "Extension

Option"). Each Extension Option shall be deemed exercised unless, Tenant provides Landlord at least ninety (90) days' notice of Tenant's intent to not renew. During each renewal term, all terms and provisions of this Lease shall remain the same except as to such other terms and provisions as are mutually acceptable to Landlord and Tenant.

2.05 USE; PROPERTY CONDITION. The Premises may be used only for the following: purposes ("Permitted Use"):

> **Tenant may use the Premises as a convenience store with the retail sale of motor fuels, sandwiches, bakery items, convenience items, food for on-site or off-site consumption and alcoholic beverages and related ancillary activities (including car wash). Tenant may also use the Premises for the operation of a quick-service restaurant.**

Tenant may use the Premises for no other purposes without the prior written consent of Landlord. Tenant has inspected the Premises and determined that the Premises are in acceptable condition and suitable for Tenant's intended use. Tenant acknowledges that the Premises are being leased to Tenant in their **"AS-IS, WHERE-IS, and WITH ALL FAULTS"** condition. Tenant further acknowledges that no representations as to the repair or condition of Tenant's Premises, nor promises to alter, remodel, or improve Tenant's Premises, have been made by Landlord, except for those expressly set forth in this Lease. Tenant shall comply with all laws, ordinances, rules and regulations applicable to the Tenant's use, condition and occupancy of the Premises at Tenant's sole expense. Tenant and Tenant's agents, employees, family, licensees, invitees, visitors, and contractors shall not (1) use, occupy, or permit the use or occupancy of the Premises for any purpose which is prohibited by law or for any use other than the Permitted Use, (2) permit any public or private nuisance, (3) permit anything which would cancel insurance coverage, or (4) otherwise damage the Premises.

ARTICLE III: UTILITIES, MAINTENANCE, REPAIRS AND ALTERATIONS

3.01. UTILITIES AND Tenant shall be responsible for ensuring, at its cost, that the Premises are served by all utilities necessary to support the operations of the Premises, as such utility services are not being provided by Landlord. Tenant will timely pay for all utility services and charges. Temporary interruption or malfunction of utilities, services and/or telecommunication equipment due to no fault of Landlord shall not render Landlord liable for damages, rent abatements, or release of any of Tenant's obligations under this Lease.

3.02. MAINTENANCE AND REPAIRS BY Landlord shall not be responsible to maintaining or repairing any part of the Premises.

3.03. MAINTENANCE AND REPAIRS BY Tenant shall, at its own cost and expense, keep all parts of the Premises in good condition and repair and in accordance with applicable law, including but not limited to, foundation, roof, exterior walls, parking areas, parking lots, landscaping, sprinkler systems, light standards, fixtures, interior walls, entry doors, windows, floors and floor coverings, plumbing, electrical systems, mechanical systems, signage and lighting, and Tenant shall not allow any waste with regard thereto. Tenant shall keep the Premises and adjacent sidewalks and any loading areas clean and free of trash, rubbish and debris, and Tenant shall properly store all trash and garbage within the Premises and arrange for regular pickup of trash and garbage at Tenant's sole cost and expense. Tenant shall promptly reimburse Landlord for the cost of repairing or replacing damage that is caused inside or outside the Premises by Tenant, Tenant's agents, employees, family, licensees, invitees, visitors, contractors or customers. All such work shall be in accordance with applicable governmental requirements. Upon the termination or expiration of

this Lease, Tenant shall leave the Premises in good and clean condition, normal wear and tear excepted.

3.04. Tenant may make alterations, additions and improvements ("Alterations") to the Premises, including the addition of food service areas and/or quick serve restaurants, in its reasonable business judgment but only to the extent such Alterations are non-structural in nature and cost less than $100,000.00, and any other Alterations shall require Landlord's prior written consent, which consent shall note be unreasonable withheld, delayed or conditioned. Alterations shall comply with all applicable laws and shall be performed in a good and workmanlike manner so as not to damage the Premises. At Landlord's option, all Alterations shall become the property of Landlord at the termination or expiration of this Lease, or Landlord may require Tenant to remove any such Alterations at Tenant's sole cost and expense.

ARTICLE IV: PARKING, RULES, SIGNAGE, ACCESS, SECURITY

4.01. SECURITY; PARKING. Landlord shall have no duty to provide security, security devices, security systems, security personnel or security services as to the Premises, including any parking areas used by Tenant. If the vehicles of Tenant or Tenant's employees, family, customers, invitees, visitors, contractors, or agents are parked in violation of Landlord's parking rules or in violation of state statutes, Landlord may exercise vehicle removal remedies under applicable law at the sole cost and expense of Tenant, which expenses shall be paid to Landlord upon demand.

4.02. PARKING AND BUILDING RULES. Tenant shall comply with all of Landlord's rules and regulations for the Premises, including parking areas, which rules and regulations may be prepared and/or amended by Landlord from time to time by Landlord in the exercise of Landlord's reasonable judgment.

4.03. SIGNAGE. Tenant shall have the right to decorate the Premises and affix signs used in its business upon the windows, doors and interior and exterior walls of the Premises, and such free-standing signs as Tenant deems reasonably and which are in compliance with all rules, regulations, laws, covenants, conditions and restrictions applicable to the Premises. At the expiration or termination of this Lease, Landlord may require Tenant to remove all or a portion of such signage at Tenant's sole cost and expense, including any damages caused by such removal.

4.04. LANDLORD'S ACCESS TO Landlord shall have access to Tenant's Premises at reasonable times for reasonable business purposes including, but not limited to, performing Landlord's obligations, ascertaining the condition of the Premises, making repairs and showing the Premises to lenders, prospective purchasers or tenants.

4.05. TENANT'S ACCESS, KEYS AND LOCKS; Landlord shall provide to Tenant keys or access cards or codes to the improvements on the Premises. Tenant shall pay to Landlord a reasonable fee for each replacement key or access card requested by Tenant. In the event Tenant requests that an access card be re-coded, Tenant shall pay to Landlord a reasonable amount for each re-coding of an access card. Landlord shall not be liable for risk of loss resulting from Tenant's keys, access codes or cards being lost or used by unauthorized persons. Tenant shall promptly return all keys and cards to Landlord at the termination or expiration of this Lease. Landlord reserves the right to re-key or change locks, access codes or cards as long as new keys, access codes or cards are furnished to Tenant. Tenant may not add, change or re-key locks, access codes or cards without the prior written consent of Landlord (if such consent is granted, Tenant shall pay all costs associated therewith). Landlord shall not be liable to Tenant or Tenant's employees, family, customers, invitees, visitors, contractors, or agents for injury, damage, or loss to person or property

caused by the conduct of other persons, including theft, burglary, assault, vandalism or other crimes. Tenant shall be responsible for providing its own security as to the Premises and as to Tenant's employees, family, customers, invitees, visitors, contractors and agents.

ARTICLE V: INSURANCE, PERMITS, INDEMNIFICATION

5.01. INSURANCE. Tenant at Tenant's sole cost and expense shall procure and maintain throughout the term of this Lease, a policy or policies of insurance reasonably required by Landlord, including fire and extended coverage insurance, commercial general liability insurance, public liability insurance, worker's compensation insurance, and environmental insurance (which shall cover remediation of any hazardous materials contamination on the Premises), insuring both Landlord and Tenant against all claims, demands or actions arising out of or in connection with Tenant's use and occupancy of Tenant's Premises (including the Permitted Use), or by the condition of Tenant's Premises, in such amounts and covering such hazards and matters as reasonably required by Landlord and with insurance companies reasonably acceptable to Landlord. Tenant shall maintain adequate and appropriate insurance on Tenant's personal property in the Premises, as such property is not covered by Landlord's insurance. Tenant shall provide Landlord with a certificate of Tenant's insurance or a copy thereof as required above at least (i) 15 days prior to the Commencement Date, and (ii) as to renewal policies, 15 days prior to the expiration of such insurance. Landlord and Landlord's property manager or managing agent (if any) shall be named as additional insured's on Tenant's liability insurance policies. Landlord agrees to maintain fire and extended coverage insurance on the Premises as well as comprehensive general liability insurance (Tenant will have no claim to any proceeds of Landlord's insurance policies). If Tenant is engaged in any way in the serving or sale of wine, beer or other alcoholic beverages, either for consumption on the Premises or off the Premises, Tenant shall also maintain liquor liability insurance with policy limits reasonably required by Landlord, and if written on a separate policy from the commercial general liability policy, such policy shall name Landlord (and any of its affiliates, subsidiaries, successors and assigns designated by Landlord) as an additional insured.

5.02. WAIVER OF SUBROGATION. If a waiver of subrogation clause is not contained in the form language of the insurance policies, Landlord and Tenant may require that a waiver of subrogation clause be added to each other party's fire, casualty, or liability insurance policies. FOR PURPOSES OF WAIVER OF SUBROGATION OR OTHERWISE, LANDLORD AND TENANT RELEASE EACH OTHER AND THEIR RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES, AND AGENTS FROM ANY CLAIMS, BASED ON NEGLIGENCE OR OTHERWISE, FOR LOSS, DAMAGE, OR INJURY WHICH OCCUR HEREAFTER AND ARE INSURED AGAINST UNDER INSURANCE POLICIES CARRIED BY LANDLORD AND/OR TENANT. The foregoing shall not apply to losses, damages, or injuries that are in excess of policy limits or that are not covered due to a deductible clause in the policy or to the extent it is not permitted by law or if insurance coverage is adversely affected. Upon written request, Landlord and Tenant shall furnish to each other copies of the policies of insurance referred to in this Lease, including any waivers of subrogation, or satisfactory evidence of same.

5.03. PERMITS, CERTIFICATES AND LICENSES. Tenant shall procure, at its sole expense, any permits, certificates and licenses required for the Permitted Use and the transaction of Tenant's business in the Premises or the construction or altering of any of the improvements or fixtures on the Premises. Tenant shall comply with all applicable laws, rules, regulations, ordinances and governmental regulations in connection with the Premises, Tenant's Permitted Use and the construction of any improvements or alterations to the Premises, including all health, food, safety and sanitation laws, rules, regulations and ordinances applicable to the Permitted Use and the Premises and the operation of a convenience store and an establishment that sells alcoholic

beverages and fuel and/or stores fuel or wastes in above-ground or underground storage tanks or systems.

5.04. INDEMNIFICATION AND HOLD HARMLESS. Tenant shall indemnify Landlord for and shall hold Landlord harmless from all damages, losses, fines, actions, demands, claims, liabilities, and suits (including attorneys fees, costs and expenses of defending against same) of any nature resulting or arising from (a) any breach or nonperformance of this Lease by Tenant or Tenant's agents, employees, family, licensees, or invitees, and (b) the use of the Premises by Tenant, its agents, employees, family, licensees, or invitees in violation of the provisions of this Lease, including those provisions relating to Hazardous Substances or violations of Environmental Laws. The foregoing indemnification shall survive the termination or expiration of this Lease.

ARTICLE VI: CASUALTY, CONDEMNATION

6.01. DESTRUCTION BY FIRE OR OTHER CASUALTY.
(a) ***Total or substantial destruction, rent abatement, and restoration.*** If the Premises are substantially damaged so that restoration and repairs cannot be completed within 180 days from the date of the fire or casualty, then this Lease may be terminated as of the date of the fire or casualty by Landlord or Tenant. A notice of termination must be delivered within 30 days after the fire or casualty.

(b) ***Partial destruction, rent abatement, and restoration.*** If the Premises should be damaged by fire or other casualty, but only to such extent that restoration or repairs can be completed within 180 days after the date upon which Landlord is notified by Tenant of such damage, this Lease shall not terminate, but Landlord shall, at its sole cost and expense, proceed with reasonable diligence to restore or repair the Premises to substantially the condition in which it existed prior to such damage, except that (i) Landlord shall not be required to so restore or repair if less than twelve (12) months remain in the Lease term after expiration of such 180-day period, (ii) Landlord shall not be required to restore, repair or replace any part of the alterations, fixtures and other improvements which may have been placed or constructed in the Premises by Tenant, and (iii) so long as Landlord has complied with the provision hereof relating to insurance coverage, Landlord shall not be obligated to expend any funds in excess of available insurance proceeds attributable to such damage in restoring or repairing the Premises. During restoration or repair, Tenant shall continue business to the extent practical.

(c) ***Other provisions.*** In the event the holder of any indebtedness secured by a mortgage or deed of trust covering all or a part of the Premises requires that the insurance proceeds be applied to such indebtedness, then Landlord shall have the right to terminate this Lease by delivering written notice of termination to Tenant, whereupon all rights and obligations shall cease and determine. To the extent the Premises are un-tenantable after the casualty or damage, and the damage was not caused by Tenant or Tenant's agents, employees, contractors, invitees, licensees or visitors, the Base Rent will be adjusted as may be fair and reasonable. These provisions shall control over all provisions to the contrary in this Lease.

6.02. CONDEMNATION. If the Premises or any substantial portion thereof is taken by condemnation or by private purchase in lieu thereof and if the Premises are thereby reasonably rendered unusable for Tenant's approved use, this Lease shall automatically terminate as of the date title vests in the condemning authority or purchasing party pursuant to such taking or acquisition; and Landlord and Tenant shall be relieved of all further obligations under this Lease. If less than a substantial part of Tenant's Premises shall be taken or purchased as provided herein, this Lease shall not terminate, but the rent payable hereunder during the un-expired portion of this

Lease shall be reduced to such extent as may be fair and reasonable under all of the circumstances. Landlord shall be entitled to recover from the condemning authority the full amount of Landlord's interest in this Lease and in the property which is taken in condemnation; provided, however, if Tenant is not in default hereunder on the day of taking or acquisition by the condemning authority, Tenant shall be allowed to assert a claim, at Tenant's sole cost and expense, for the value of Tenant's remaining Leasehold interest and Tenant's trade fixtures, if any, which are taken in condemnation as well as Tenant's moving costs. Tenant shall be responsible for attempting to prove Tenant's own damages in connection with any such proceedings and for all attorney's fees, costs and expenses in connection therewith.

ARTICLE VII - DEFAULT, REMEDIES, SURRENDER, HOLDING OVER, REMOVAL OF PROPERTY

7.01. DEFAULT BY LANDLORD. Landlord shall be deemed to be in default under this Lease if (1) Landlord fails to pay any sum due and owing to Tenant within thirty (30) days after written demand from Tenant, or (2) Landlord fails to perform any other obligation for thirty (30) days after Tenant's written demand for performance; provided, however, Landlord shall not be in default if Landlord promptly commences to cure such noncompliance and diligently proceeds in good faith to cure same after receiving written notice of such default. Landlord's liability under this Lease is limited to Landlord's equity or monetary interest in the Premises. Landlord shall have no liability whatsoever for any deficiency, and no other property or assets of Landlord shall be subject to levy, execution or other enforcement procedures as a result of such judgment. Under no circumstances whatsoever shall Landlord ever be liable hereunder for consequential damages or special damages.

7.02. DEFAULT BY TENANT. The occurrence of any of the following shall constitute a default by Tenant: (1) failure to pay rent or any other sum due by Tenant under this Lease within 10 days after written demand therefore by Landlord; (2) failure to vacate the Premises on or before the last day of the Lease Term, renewal term, or extension period; (3) failure to pay rent in advance on a daily basis in the event of unlawful holdover by Tenant; (4) unauthorized early move-out or notice of same as set forth below; (5) acquisition of Tenant's interest in the Lease by judicial or non-judicial process or by a third party not approved by Landlord if required in this Lease; (6) Tenant shall become insolvent, or shall make a transfer in fraud of creditors, or shall make an assignment for the benefit of creditors; (7) Tenant shall file a petition under any section or chapter of the Bankruptcy Code or under any present or future bankruptcy, insolvency, or similar law or statute of the United States or any state thereof heretofore or hereinafter enacted; or Tenant shall have such a petition filed against it involuntarily and such petition is not withdrawn or otherwise removed within sixty (60) days of its being filed; or Tenant shall be adjudged bankrupt or insolvent in proceedings filed against Tenant thereunder; (8) A receiver, trustee, or custodian shall be appointed for, or shall take possession of, all or substantially all of the assets of Tenant; (9) Tenant shall abandon or vacate any or all of the Premises; (10) Tenant, by action or inaction, breaches the lease between Landlord and the owner of the real property covered by this Lease; or (11) failure by Tenant to comply with any other provision of the Lease if such failure to comply is not cured as soon as reasonably possible after delivery of written notice by Landlord to Tenant, but in any event not later than thirty (30) days after Landlord's written notice; provided, however, if such default cannot reasonably be cured within such 30 day period, Tenant shall not be in default if Tenant diligently pursues curing of the default and cures the default within a reasonable time.

7.03. REMEDIES FOR DEFAULT BY TENANT. Upon any event of default by Tenant under this Lease, Landlord shall have the following rights and remedies, in addition to all other rights and

remedies allowed by applicable law and any other rights and remedies specifically described in this Lease:

(a) ***Utilities and services.*** If Tenant is in default hereunder and if Tenant fails to cure such default within the time period allowed in this Lease, if any, then Landlord may terminate utilities and services after Landlord delivers 5 days notice of such termination to Tenant, without further notice. Landlord's right to terminate such utilities and services shall occur automatically and without notice if Tenant's rent is accelerated due to unlawful early move-out.

(b) ***Acceleration after notice of rental delinquency.*** If Tenant is in default for nonpayment of rent or other sums due and if Tenant fails to pay same in full within 5 days after Landlord delivers to Tenant or to the Premises a written notice of Landlord's intent to accelerate, then all rent for the remainder of the Lease Term shall be accelerated, due, and delinquent at the end of such 5-day notice period without further demand or notice. Such acceleration rights are in consideration of the rentals for the entire Term being payable in monthly installments rather than in one lump sum at the beginning of the Lease Term. Liability for additional rents accruing in the future (over and above any base rents) shall not be waived by such acceleration.

(c) ***Acceleration upon early move-out.*** If Tenant is lawfully evicted, or if Tenant moves out or gives verbal or written notice (in person or by an authorized employee or agent) of intent to move-out prior to the end of the Lease Term without the rent being paid in full for the entire remainder of the Lease Term or renewal or extension period or without prior written consent of Landlord, all remaining rents for the remainder of the Lease Term shall be accelerated immediately and automatically, without demand or notice. Such accelerated rents shall be due and delinquent without notice before or after such acceleration. Such acceleration shall occur even if the rent for the current month has been paid in full.

(d) ***Termination of possession.*** If Tenant remains in default for 5 days after Landlord gives notice of such default to Tenant, or if Tenant abandons the Premises, Landlord may (with or without demand for performance) terminate Tenant's right of possession by giving one day's written notice to vacate; and Landlord shall be entitled to immediate possession without termination of Tenant's obligations under this Lease. Landlord's repossession shall not be considered an election to terminate this Lease unless written notice of such intention to terminate is given to Tenant by Landlord. Repossession may be by voluntary agreement or by eviction lawsuit. Commencement of an eviction lawsuit shall not preclude Landlord from exercising any other remedies under this Lease or applicable laws.

(e) ***Re-letting costs.*** If Tenant is in default under this Lease and if Landlord terminates Tenant's right of possession without terminating this Lease and the Premises are re-leased, Tenant shall pay upon Landlord's demand the following: (1) all costs of re-letting (which in no event shall be less than one month's rent), including leasing commissions, rent concessions (whether in the form of assuming or buying out Lease remainders elsewhere, free rent for a period of time, or reduced rental rates), utilities during the vacancy, advertising costs, administrative overhead, and all costs of cleaning, repair, remodeling, or redecorating for replacement tenants in the Premises or to attempt to attract replacement tenants, (2) all rent and other indebtedness due from Tenant to Landlord through the date of termination of Tenant's right of possession, and (3) all rent and other sums required to be paid by Tenant during the remainder of the entire Lease Term, subject to the acceleration paragraphs above.

(f) ***Termination of Lease.*** Landlord may terminate this Lease (as contrasted to termination of possession rights only) upon default by Tenant or at any time after Landlord's lawful re-entry or repossession following default by Tenant by giving written notice of termination.

(g) ***Damages; No Abatement.*** In addition to all other remedies available to Landlord at law or in equity, Landlord may recover actual, special and consequential damages incurred by Landlord for a default by Tenant. Pursuit of any of the foregoing remedies shall not preclude pursuit of any of the other remedies herein provided or any other remedies provided by law, nor shall pursuit of any remedy herein provided constitute a forfeiture or waiver of any rent due to Landlord hereunder or of any damages accruing to Landlord by reason of the violation of any of the terms, provisions, and covenants herein contained. Tenant shall not be allowed to abate rent for any reason, except as specifically set forth in this Lease.

7.04. SURRENDER OF PREMISES. When Tenant moves out, Tenant shall surrender the Premises in the same condition as the Premises were in on the Commencement Date (as changed or improved as may have been approved by Landlord from time to time in accordance with this Lease), less ordinary wear and tear.

7.05. HOLDING OVER. If Tenant remains in possession of the Premises after the expiration or termination of this Lease, then (1) Tenant shall be deemed to be occupying Tenant's Premises as a tenant-at-sufferance on a daily basis, subject to all obligations of this Lease, (2) Tenant shall pay rent for the entire holdover period at the rate of 125% of the then-current rental rate, (3) Tenant shall be subject to all other remedies of Landlord as provided in this Lease, (4) Tenant shall indemnify Landlord and/or prospective tenants for damages, including lost rentals, storage expenses, and attorney's fees, and (5) at Landlord's sole option, Tenant may extend the Lease term for a period of one month at the then current rental rates for the Building, as reasonably determined by Landlord, by hand delivering written notice to Tenant or to the Premises. Holdover rents shall be immediately due on a daily basis and delinquent without notice or demand; and the prior written notice and waiting period requirements of this Lease shall not be necessary in order for Landlord to exercise remedies hereunder.

7.06. REMOVAL OF PROPERTY BY TENANT. Tenant may remove its trade fixtures, furniture, and equipment only if (1) such removal is made prior to the end of the Lease Term, (2) Tenant is not in default under this Lease at the time of removal, (3) such removal will not damage the Premises, and (4) such removal is not in anticipation of an early move-out prior to the end of the Lease Term. Tenant shall pay all costs of removal. Tenant shall have no rights to property remaining in the Premises after move-out. Tenant may not remove any alterations or improvements such as wall-to-wall carpeting, bookshelves, window coverings, drapes, cabinets, paneling, counters, kitchen or break room built-ins, shelving, wall covering, and anything else attached to the floor, walls, or ceilings. If Landlord requests in writing, Tenant shall, immediately prior to moving out, remove any alterations, fixtures, equipment, and other property installed by Tenant. In addition, at move-out, Tenant at Tenant's sole cost and expense, will cooperate with Landlord and at the option of Landlord, either (a) remove all cable and wiring in the Premises, or (b) map and tag such cables and wiring with appropriate information detailing the type and kind of cable and wiring, with such removal or mapping and tagging to be performed in accordance with applicable laws. Tenant shall pay for cleaning costs or repairing damage caused by Tenant's removal of any such property.

ARTICLE VIII - LIENS

8.01. MECHANIC'S LIENS; OTHER LIENS. Tenant shall have no authority, express or implied, to (a) create, to place or allow to be placed any lien or encumbrance of any kind or nature whatsoever upon the Premises, or (b) in any manner to bind the interest of Landlord in the Premises, or (c) to charge the rentals payable hereunder for any claim in favor of any person dealing with Tenant, including those who may furnish materials or perform labor for any construction or repairs. Each such claim shall affect and attach, if at all, only to the Leasehold interest granted to Tenant by this instrument. Tenant covenants and agrees that it will pay or cause to be paid all sums legally due and payable by it on account of any labor performed or materials furnished in connection with any work or alterations performed on the Premises or for Tenant and that it will save and hold Landlord harmless from any and all damages, losses, costs, fees, expenses, fines, demands, liabilities, claims and suits based on or arising out of asserted claims or liens against Tenant's Leasehold estate or the Premises. Tenant agrees that it will immediately remove and have released any mechanics', materialmen's or similar lien that may become attached to the Premises; provided, however, Tenant shall be allowed to contest any lien, encumbrance or claim if Tenant provides Landlord with a bond or other security reasonably acceptable to Landlord.

8.02. LANDLORD'S LIEN. Tenant grants to Landlord a contractual lien and security interest on all of Tenant's property, including but not limited to furnishings, equipment, machinery, inventory, supplies, personal property, intangible property, fixtures and other property, in, on or attached to the Premises to secure payment of all monies and damages owed by Tenant under this Lease. Tenant shall not remove such property while rent or other sums remain due and unpaid to Landlord and such property shall not be removed until all of Tenant's obligations under this Lease have been complied with. This lien is in addition to any Landlord's statutory lien allowed under applicable law. If Tenant is in default for nonpayment of rent or any other sums due by Tenant or upon termination of this Lease, Landlord or Landlord's representatives may enter Tenant's Premises and remove and store all property. Landlord shall be entitled to reasonable charges for packing, removing, or storing any such abandoned or seized property, and Landlord may sell same at public or private sale after 30 days' written notice of the time and place of sale is given to Tenant. Upon termination of this Lease, Landlord may also retain, destroy or dispose of any such abandoned or seized property without incurring any liability for any such action. Tenant agrees that it is Tenant's responsibility to notify any person or entity from whom Tenant is leasing any such property to notify such person or entity of the provisions of this paragraph and the possible loss of such property, and Tenant agrees that it will timely notify any such person or entity. Upon request by Landlord, Tenant shall acknowledge the above lien rights by executing a UCC-1 financing statement or similar form reflecting same. This Lease is a security agreement under the Uniform Commercial Code and Landlord may file a copy of this Lease as a financing statement. TENANT GRANTS TO LANDLORD A POWER OF ATTORNEY TO EXECUTE AND FILE A FINANCING STATEMENT OR FINANCING STATEMENTS EVIDENCING THIS SECURITY INTEREST AND LANDLORDS LIEN, INCLUDING ANY SUCH FINANCING STATEMENT OR OTHER INSTRUMENT NECESSARY TO PERFECT LANDLORD'S SECURITY INTEREST AS DESCRIBED HEREIN, WHICH POWER IS COUPLED WITH AN INTEREST AND IS IRREVOCABLE DURING THE TERM OF THIS LEASE. The name and address of Tenant as a debtor under this security agreement is the same as the name and address of Tenant as set forth above.

ARTICLE IX - GENERAL PROVISIONS

9.01. LEASING AGENT COMMISSIONS. Landlord and Tenant warrant to each other that they have not used or dealt with any broker, agent or similar third party in connection with this Lease.

Landlord and Tenant hereby indemnify and hold each other harmless from and against any and all liabilities and claims for commissions, fees, expenses or compensation that may be asserted or claimed by any other broker, agent or third party claiming by, through or under the indemnifying party.

9.02. HAZARDOUS SUBSTANCES; ENVIRONMENTAL LAWS. Tenant further warrants and represents that Tenant will not use, produce, store, process, manufacture, release, discharge, handle or dispose of any Hazardous Substance (as hereinafter defined) on the Premises nor will Tenant will permit any Hazardous Substances to be brought onto, produced, stored, processed, manufactured, released, discharged, disposed of (including ground water contamination) or otherwise handled on the Premises, except for the temporary storage and use of such Hazardous Substances as are used in the ordinary course of Tenant's business and related to the Permitted Use and further provided such Hazardous Substances are at all times properly stored, used and disposed of in a manner and location (and any above-ground or underground storage tanks or system are properly licensed, operated and maintained) in compliance with all Environmental Laws and other applicable laws. Any such Hazardous Substances which are not Permitted Materials shall be immediately removed by Tenant, at Tenant's sole cost and expense, with proper disposal (at a location other than the Premises), and all required cleanup procedures shall be diligently undertaken by Tenant pursuant to all Environmental Laws. Tenant will at all times comply with all Environmental Laws in connection with Tenant's Premises and Tenant's use of Tenant's Premises and Tenant's activities thereon. For purposes of this Lease, "Hazardous Substance " or "Hazardous Substances" means any substance, material or waste which is or becomes regulated or prohibited by any federal, state or local rule or regulation or governmental requirements or requires special handling or notification of any federal, state or local governmental entity in its collection, storage, treatment, handling or disposal, and "Environmental Law" or "Environmental Laws" shall mean any federal, state or local law, statute, ordinance, rule or regulation pertaining to Hazardous Substances, health, environmental conditions, endangered species or industrial hygiene, including any regulations promulgated with regard to any of the above. Tenant acknowledges that Landlord has relied on the above representations, warranties and information furnished by Tenant to Landlord and that Landlord would not have entered into this Lease otherwise.

9.03. SUBORDINATION. This Lease shall be subordinate to all existing and future mortgages, liens, security interests and ground leases on or affecting the Premises and/or the Land. Unless otherwise provided in this Lease, Tenant shall subordinate and attorn to any such mortgage liens, security interests and ground leases. Tenant agrees to execute and deliver, from time to time, a subordination and attornment agreement in the form required by Landlord or Landlord's existing or prospective lender, mortgagee, secured party or ground lessor as well as such other agreements and documentation which are necessary or convenient in the judgment of Landlord or such lender, mortgagee, secured party or Tenant. However, such lenders, mortgagees, secured parties and ground lessors may at any time subordinate their liens, security interests or leases to this Lease by filing a subordination notice in the county real property records without the necessity of notice to Tenant. Tenant waives and holds any such lender, mortgagee, secured party or ground lessor harmless from all claims of Tenant against Landlord arising prior to such lender, mortgagee, security interest or ground lease succeeding to Landlord's ownership interest in the Building and/or Land. The form of the subordination and attornment agreement may be changed as required by Landlord or an existing or prospective lender, mortgagee, secured party or ground lessor.

9.04. ESTOPPEL CERTIFICATES. From time to time, upon 10 days prior written request from Landlord, Tenant shall execute and deliver to Landlord an estoppel certificate in the form reasonably required by Landlord or a prospective purchaser or lender.

9.05. ASSIGNMENTS AND SUBLETTING. Tenant may not sublet, assign, pledge, or mortgage this Lease and may not grant licenses, commissions, or other rights of occupancy to all or any part of the Premises without Landlord's prior written approval, which approval may be withheld in Landlord's sole discretion. Sale, transfer, or merger of the majority of the voting shares or voting partnership interests or voting membership interests in Tenant (if a corporation, partnership or limited liability company), issuance of stock or admission of a new general partner or member shall be considered a sub-lease or an assignment. Landlord shall be entitled to 50% of the excess consideration between Tenant's rental per square foot under this Lease and the rental per square foot under any sub-lease or assignment. Approval by Landlord of any sub-lease or assignment shall not release Tenant from any obligation under this Lease and shall not constitute approval for any subsequent subletting or assignment. Sub-tenants or assignees shall be liable for all of Tenant's obligations under this Lease unless otherwise specified and agreed to by Landlord in writing. Landlord, at Landlord's option, whether upon a default by Tenant or otherwise, may require any sub-tenant or assignee to pay all sub-lease rentals and other sums due under this Lease or any sub-lease agreement or assignment directly to Landlord, to be credited against sums owed to Landlord by Tenant under this Lease.

9.06. NOTICES. Whenever written notice is required or permitted under this Lease, such notice shall be in writing and shall be either (a) hand delivered personally to the party being notified or delivered to or inside such party's mailing address, (b) by overnight express or local delivery service, (c) facsimile transmission to such party's facsimile number, or (d) mailed to such party's mailing address by certified mail, return receipt requested, postage prepaid. The mailing address of Landlord shall be the address to which Tenant normally mails or delivers the Rent. The mailing address of Tenant shall be the Premises. Addresses can be changed upon seven (7) days notice to the other party.

9.07. NON-WAIVER. The acceptance of monies past due or the failure to complain of any action, non-action, delayed payment, or default, whether singular or repetitive, shall not constitute a waiver of rights or obligations under this Lease. Landlord's or Tenant's waiver of any right or any default shall not constitute waiver of other rights, violations, defaults, or subsequent rights, violations, or defaults under this Lease. No act or omission by Landlord or Landlord's agents shall be deemed an acceptance or surrender of the Premises, and no agreement by Landlord to accept a surrender of the Premises shall be valid unless it is in writing and signed by Landlord.

9.08. ATTORNEY'S FEES AND OTHER EXPENSES. In any lawsuit or proceeding with regard to this Lease, the prevailing party shall be entitled to recover reasonable attorney's fees from the non-prevailing party, plus all out-of-pocket expenses. All delinquent sums due by Landlord or Tenant shall bear interest at the maximum lawful rate of interest, compounded annually, from date of default until paid, plus any late payment fees.

9.09. FORCE MAJEURE. Whenever a period of time is herein prescribed for action to be taken by Landlord or Tenant, Landlord or Tenant, as applicable, shall not be liable or responsible for, and there shall be excluded from the computation for any such period of time, any delays due to strikes, riots, acts of God, shortages of labor or materials, war, governmental laws, regulations or restrictions or any other causes of any kind whatsoever which are beyond the reasonable control of Landlord.

9.10. FURTHER ASSURANCES. Each party agrees to execute and deliver any additional documents and instruments, and to perform any additional acts necessary or appropriate to perform or carry out the transactions contemplated by this Lease or the rights, duties and obligations of the

parties to this Lease, to correct errors or mistakes in this Lease, to clarify the terms, provisions, and conditions of this Lease and the intentions of the parties to this Lease, or to make revisions or amendments to Lease that may be reasonably necessary to comply with, or make this Lease enforceable under, the laws of the state where the Premises are located.

9.11. MISCELLANEOUS. Tenant warrants and represents to Landlord that Tenant and the person signing on behalf of Tenant have the full power, right and authority to execute and enter into this Lease without the joinder, consent or approval of any other person or entity. This Lease shall not be amended or changed except by written instrument, signed by both Landlord and Tenant. This Lease shall be interpreted, construed and enforced under the laws of the state where the Premises are located. If any date of performance or exercise of a right ends on a Saturday, Sunday, or normal business holiday, such date shall be automatically extended through the next business day. Time is of the essence in this Lease. If any provision of this Lease is invalid, illegal or unenforceable under present or future laws, the remainder of this Lease shall not be affected. All obligations and representations of Tenant hereunder shall survive the termination or expiration of this Lease. This Lease and the documents referred to herein contain the entire agreement between Landlord and Tenant and there are no other agreements, either verbal or written, between Landlord and Tenant with regard to the subject matter of this Lease. This Lease shall bind and inure to the benefit of the parties, any guarantors of this Lease, and their respective successors, heirs and assigns (if permitted herein). This Lease may be executed in multiple counterparts and each counterpart shall be deemed to be an original.

[SIGNATURE PAGE FOLLOWS]

[THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK]

EXECUTED to be effective as of, although not necessarily on, the Effective Date set forth above.

LANDLORD

FIKES WHOLESALE, INC., a Texas corporation

By: _____
Kim C. Fikes, CAO

TENANT

CEFCO, a partnership

By: Fikes Investors, Inc., a Texas corporation, a General Partner

By: _____
Raymond W. Smith, President

By: Fikes Investors, Inc. No. 2, a Texas corporation, a General Partner

By: _____
Raymond W. Smith, President

By: Fikes Investors Inc. No. 3, a Texas corporation, a General Partner

By: _____
Raymond W. Smith, President

DESCRIPTION OF PREMISES

(EXHIBIT A to LEASE AGREEMENT)

The real property located at 985 Schillinger Rd S Mobile, Mobile County, Alabama 36608 (more particularly described below), and all buildings, fixtures and improvements located thereon and appurtenances thereto.

TAX PARCEL NUMBER OF REAL PROPERTY: 2809302000001022

LEGAL DESCRIPTION OF REAL PROPERTY:

Lot 3C, Resubdivision Plat Brewer Center Subdivision, Lot 3, as shown on the Plat thereof recorded in instrument #2023001732, of the records in the Office of The Judge of Probate of Mobile County, Alabama.

Together with those certain easements granted by Declaration of Easements, Covenants, And Restrictions dated January 10, 2018 and recorded in Book LR7594, Page 456 and amended by Amendment to Declaration of Easements, Covenants, And Restrictions dated May 29, 2018 and recorded in Book LR7640, Page 1765.

CITY of MOBILE ALCOHOLIC BEVERAGE LICENSE APPLICATION

PLANNING & ZONING DEPARTMENT APPROVAL

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

Business Structure
- ☐ Sole Proprietorship
- ☐ Limited Liability Company (LLC)
- ☐ Corporation

Application Type
- ☐ New Business
- ☑ New Owner
- ☐ Location Change

Transfer License?
- ☐ No
- ☑ Yes

Relocation Date

Establishment Type
- ☑ Convenience/Grocery Store
- ☐ Hotel ☐ Lounge/Bar
- ☐ Package Store ☐ Restaurant
- ☐ Other

License Type Applied for with AL ABC Board (MUST match with ABC Board) - check ALL that apply

☐ 010 - Lounge Retail Liquor (Class I) ☐ 011 - Lounge Retail Liquor (Class II) - Package Store ☐ 020 - Restaurant Retail Liquor
☐ 040 - Retail Beer (On/Off Premises) ☑ 050 - Retail Beer (Off Premises Only) ☐ 060 Retail Table Wine (On/Off Premises)
☑ 070 - Retail Wine (Off Premises Only) ☐ 090 - Wholesale - Beer ☐ 100 - Wholesale - Wine ☐ 110 - Wholesale - Beer & Wine
☐ 140 - Special Events Retail ☐ 160 - Special Events - More than 30 Days ☐ 200 Manufacturer ☐ 220 BrewPub

Legal Business Name	Trade Name (DBA)
Caseys Marketing Company	Caseys 4809

Company Physical Address (Street Address, Suite #)	City	State	Zip Code
985 Schillinger Rd S	Mobile	AL	36695

Business Contact Person Information

Name	Title	Phone	Email
Erin Washington	POA	[redacted]	

URBAN DEVELOPMENT DEPARTMENT USE ONLY

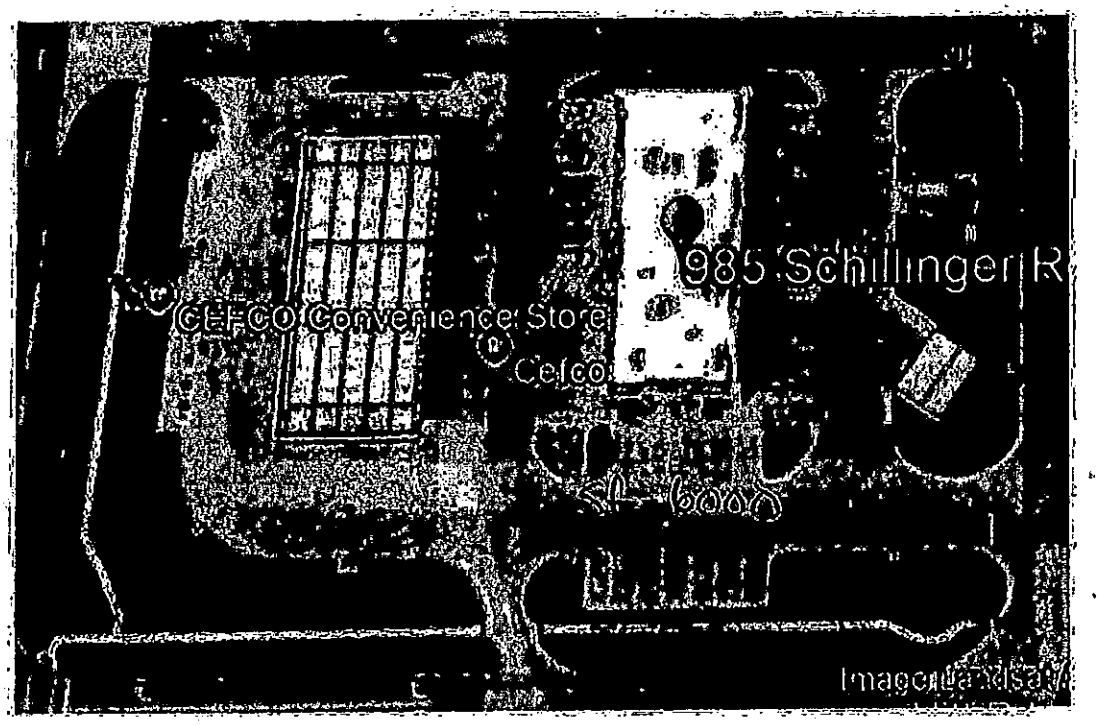
Building Sq Footage	Parking Provided	Parking Required	Compliance	Zoning	Approved
6000	20+	20	yes	B3	yes

Comments

Print Name	Signature	Date
Samara Walley	Samara Walley	5/4/2026

Casey's Marketing Company
d/b/a Casey's Store #4809
985 Schillinger Road S
Mobile, AL 36695

Site (Aerial) Plan



#66647460 v1

Planning & Zoning Department

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

PERMIT NUMBER
ZC-170380-2026
Issue Date: 05/04/2026

ZONING CERTIFICATION

Parcel Number	Street Address	Suite Number
R022809302000001.022	985 Schillinger Rd S	

Business Name	Issued To	Zoning Districts
Casey's Store #4809	Name: ERIN WASHINGTON Company: Address: 985 Schillinger Rd S MOBILE, AL 36695 Phone: [redacted]	B-3

This Zoning Classification Allows the property to be used for:
Convenience store with food and non-food items, cigarette and tobacco products, beer and fuel sales.

Conditions of Use

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

Issued By: Samara Walley

City of Mobile
PO Box 1827
[redacted]

R E S O L U T I O N

Sponsored by: Councilmember Gina Gregory, District 7

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

Type of application:	Retail Beer/Table Wine (Off Premises Only) License
Submitted by:	Casey's Marketing Company
Location:	Casey's #4809 985 Schillinger Road South Mobile, AL 36695

Adopted:

_____

City Clerk

OFFICE OF THE CITY COUNCIL

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

CITY CLERK
LISA C. LAMBERT

Application Date	Application Type	Application Number	License Account #	Council District	Council Agenda Date
04/24/2026	TRANSFER - OWNERSHIP	2026 - 5760	134141	6	May 12, 2026

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

Alabama Alcoholic Beverage Control Board
PO Box 1151 Montgomery AL 36101

Gentleman,

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

License Type(s)

050 - RETAIL BEER (OFF PREMISES ONLY)

070 - RETAIL TABLE WINE (OFF PREMISES ONLY)

Legal Business Name

CASEYS MARKETING COMPANY

Trade Name (DBA)

CASEYS #4809

Location Address

985 SCHILLINGER ROAD SOUTH

City, State, Zip Code

MOBILE AL 36695

Comments

Yours Very Truly,

Mobile City Council President

Applicant/POA Signature

Date

OFFICE OF THE CITY COUNCIL

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

CITY CLERK
LISA C. LAMBERT

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

Alabama Alcoholic Beverage Control Board
PO Box 1151 Montgomery AL 36101

Gentleman,

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

License Type(s)

050 - RETAIL BEER (OFF PREMISES ONLY)

070 - RETAIL TABLE WINE (OFF PREMISES ONLY)

Legal Business Name

CASEYS MARKETING COMPANY

Trade Name (DBA)

CASEYS #4809

Location Address

985 SCHILLINGER ROAD SOUTH

City, State, Zip Code

MOBILE AL 36695

Comments

Yours Very Truly,

Mobile City Council President

Applicant/POA Signature

Date

BUILD MOBILE
PLANNING AND ZONING DEPARTMENT

MEMORANDUM

To: **Lana Pafenbach-Gauthier**

From: **Logan Anderson**
Principal Planner II L. Logan Anderson

Date: **May 5, 2026**

Re: **Application # 5760 / 985 Schillinger Rd. S.**

Regarding the above-referenced application, the subject property is zoned B-3. A convenience store with retail beer and wine sales is a permitted use within this zoning district.

Based on information available to staff, including previous approvals, the site meets the parking requirements of the Unified Development Code.

The property is located within Council District #6, represented by Councilmember Josh Woods.

If I can be of further assistance, please do not hesitate to contact me.

MOBILE CITY COUNCIL
VICINITY MAP - EXISTING ZONING



APPLICATION NUMBER 5760 DATE 5/12/2026

APPLICANT CASETS MARKETING COMPANY

LOCATION 985 SCHILLINGER RD S

REQUEST ALCOHOLIC BEVERAGE LICENSE

N W E S

NTS

LANDUSE SURVEY CONDUCTED 2010

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

City of Mobile ABC Licensing & Compliance Application

Application Date	Application Type	Application Number	License Account #	Council District	Council Agenda Date
04/24/2026	TRANSFER - OWNERSHIP	2026 - 5760	134141	6	May 5, 2026

License Type Applied for with Alabama ABC Board	2nd License Type Applied for with Alabama ABC Board
050 - RETAIL BEER (OFF PREMISES ONLY)	070 - RETAIL TABLE WINE (OFF PREMISES ONLY)

Business Information

Legal Business Name	Trade Name (DBA)
CASEYS MARKETING COMPANY	CASEYS #4809

Business Structure Type	Incorporation Date	SOS Entity ID	State	County
LLC - LIMITED LIABILITY COMPANY	10/03/1995	00000	ANKENY	MOBILE

Federal Tax ID (FEIN)	Alabama State Sales Tax ID	Business Phone Number	If Hemp, Product Type
42-1435913	R012713289	(205) 521-8043	

Physical Address (Street Address, Suite #)	City	State	Zip Code
985 SCHILLINGER ROAD SOUTH	MOBILE	AL	36695

Mailing Address (Street Address, Suite #, PO Box)	City	State	Zip Code
1 SE CONVENIENCE BLVD	ANKENY	IA	50021

Primary Business Activity at the Location Explain (other)	If Location Transfer, Previous Street Address and Zip Code
CONVENIENCE STORE	N/A

Contact Person Information

Name	Title	POA	Phone	Email
ERIN WASHINGTON		YES	(205) 521-8043	EWASHINGTON@BRADLEY.COM

If Transfer of ABC License, Previous Licensee Information

Legal Business Name	Trade Name (DBA)
CEFCO STORES LLC	CEFCO 444

ABC License Type	License Number	Any ABC Pending Actions
050/070 - RETAIL BEER/WINE (OFF PREMISES ONLY)	120698	NO

Land/Building Information

Do you (the applicant) own or lease the property? RENT/LEASE - SIGNED and NOTARIZED LEASE ATTACHED

Property Owner Name and/or Contact Person Name	Property Owner Phone Number	Property Owner Email
HITTSCH LLC	(251) 471-1000	JOY@WHITE-SPUNNERREALTY.COM

Property Owner Mailing Address (Street Address, Suite #, PO Box)	City	State	Zip Code
P O BOX 7475	MOBILE	AL	36670

Bldg Square Footage	Bldg Seating Capacity	Restroom Facilities	Patio Area	Structure Type	License Covers
6,000	0	YES	NO	SINGLE STRUCTURE	ENTIRE STRUCTURE

Do the premises have a fully equipped/operational kitchen?	NO
Is the business used to habitually and principally provide food to the public?	NO
Is the business equipped with services and facilities for on premises consumption?	NO
Will the business be operated primarily as a package store?	NO

City of Mobile ABC Licensing & Compliance Application

Owner(s), Partner(s) or Officer(s) Information — **Copy of Driver's License Must Be Provided for each Person**

Full Name (Last, First, Middle)	Title	Driver's License (State, Number)	
PUBLICLY TRADED	INCORPORATED 03/15/19		
Home Address (Street Address, Apt/Unit #)	**City**	**State**	**Zip Code**
AUTHORITY 10/03/2024			
Date of Birth / **Place of Birth (City, State, Nation)**	**Social Security Number**	**Mobile/Phone Number**	

Have you been charged (whether convicted or not) with any law violation(s) in the last ten (10) years?

NO

If Yes, Law Violation	Arresting Agency	Arrest Date	Disposition

Do you have any existing State of Alabama ABC license(s) with any entity in your name?

NO

If Yes, Legal Business Name	Business DBA	Physical Location Address (Street, City, Zip Code)

Full Name (Last, First, Middle)	Title	Driver's License (State, Number)	
Home Address (Street Address, Apt/Unit #)	**City**	**State**	**Zip Code**
Date of Birth / **Place of Birth (City, State, Nation)**	**Social Security Number**	**Mobile/Phone Number**	

Have you been charged (whether convicted or not) with any law violation(s) in the last ten (10) years?

If Yes, Law Violation	Arresting Agency	Arrest Date	Disposition

If Yes, Legal Business Name	Business DBA	Physical Location Address (Street, City, Zip Code)

Power of Attorney (POA) Information — **Copy of Driver's License Must Be Provided for each Person**

Full Name (Last, First, Middle)	Title	Date of Birth	Driver's License (State, Number)	
N/A				
Home Address (Street Address, Apt/Unit #)	**City**	**State**	**Zip Code**	**Phone Number**

Has anyone, including manager or applicant, had a City of Mobile, Federal/State license suspended, revoked or declined? NO

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

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

City of Mobile ABC Licensing & Compliance Application

CERTIFICATION and SIGNATURE

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

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

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

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

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

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

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

Owner/Applicant/POA Printed Name	Date of Application Signature
John T Darby	04/29/26
Owner/Applicant/POA Signature	**Title of Person Signing this Application**
	POA

Sworn to and subscribed before me this 29th day of April 20 26

Notary Person Printed Name	Notary Person Signature	My Notary Commission Expires
Tara Lynn Harris		February 11, 2030

Signature Page

PUBLIC NOTICE!

MOBILE
ALABAMA

An application has been submitted to the Mobile City Council for an ABC Compliance License. This license would authorize the sale of alcoholic beverages and/or consumable hemp products at the location listed below.

License Type(s)

050 - RETAIL BEER (OFF PREMISES ONLY)

070 - RETAIL TABLE WINE (OFF PREMISES ONLY)

Legal Business Name

CASEYS MARKETING COMPANY

Trade Name (DBA)

CASEYS #4809

Location Address

985 SCHILLINGER ROAD SOUTH

Zip Code

36695

Application Number

2026 - 5760

Notice Post Date @ Location

04/24/2026

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

May 5, 2026

Date

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

POA

Applicant/POA Signature

Tara Lynn Harris

Revenue Department Representative

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

City of Mobile ABC Licensing & Compliance Application

TO: City of Mobile City Council

FROM: City of Mobile Revenue Department

RE: Alcoholic Beverage License Request

Application Date	Application Type	Application Number	License Account #	Council District	Council Agenda Date
04/24/2026	TRANSFER - OWNERSHIP	2026 - 5760	134141	6	May 5, 2026

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

License Type(s)

050 - RETAIL BEER (OFF PREMISES ONLY)

070 - RETAIL TABLE WINE (OFF PREMISES ONLY)

Legal Business Name

CASEYS MARKETING COMPANY

Trade Name (DBA)

CASEYS #4809

Location Address

985 SCHILLINGER ROAD SOUTH

City, State, Zip Code

MOBILE AL 36695

Contact Person Information Name	Title	POA	Phone	Email
ERIN WASHINGTON		YES	(205) 521-8043	EWASHINGTON@BRADLEY.COM

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

What is/was the start date of this business? 04/24/2026

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

Tara Lynn Harris

Revenue Department Representative

Letter to City Council

City of Mobile Alcoholic Beverage License Application
Notice of Public Hearing

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

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

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

CASEYS MARKETING COMPANY

dba CASEYS #4809

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

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

for the premises located at

985 SCHILLINGER ROAD SOUTH , Mobile, Alabama.

A public hearing will be held by the City Council in the Council's chambers at the Government Plaza Auditorium located at 205 Government Street at 1030am on May 5, 2026 for application number 2026 - 5760

b) In addition to the published notice required, the applicant shall post on the premises where the business or sale is to be conducted, continuously for a period of not less than SEVEN (7) days prior to the consideration of the application by the City Council, a posted notice of the pending application and public hearing concerning the granting thereof in the manner and form to be supplied by the City of Mobile Revenue Department, at the time applicant is first made to the City for such license. Such notice shall be conspicuously displayed on the front of the building so as to be clearly visible from the street or sidewalk adjacent thereto. The published notice shall be published for THREE (3) consecutive days.

c) Applicant shall take such steps as may be necessary to meet all requirements of ordinances, regulations, and statutes applicable thereto. When the application for a license is made and all requirements have been met, a day for the hearing shall be set, the day shall be supplied to the applicant to be inserted in the newspaper ad and in the posted notice.

POA
Applicant/POA Signature

Tara Lynn Harris
Revenue Department Representative

PUBLIC NOTICE!

MOBILE
ALABAMA

An application has been submitted to the Mobile City Council for an ABC Compliance License. This license would authorize the sale of alcoholic beverages and/or consumable hemp products at the location listed below.

License Type(s)

050 - RETAIL BEER (OFF PREMISES ONLY)

070 - RETAIL TABLE WINE (OFF PREMISES ONLY)

Legal Business Name

CASEYS MARKETING COMPANY

Trade Name (DBA)

CASEYS #4809

Location Address

985 SCHILLINGER ROAD SOUTH

Zip Code

36695

Application Number

2026 - 5760

Notice Post Date @ Location

04/24/2026

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

May 5, 2026

Date

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

POA

Applicant/POA Signature

Tara Lynn Harris

Revenue Department Representative

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

To

STATE OF ALABAMA
ALCOHOLIC BEVERAGE CONTROL BOARD
Confirmation Number: 20260409125717243

NOTICE OF TRANSFER OF ABC LICENSED BUSINESS

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

CURRENT LICENSEE:
CEFCO STORES LLC
Address: 985 SCHILLINGER RD S
MOBILE, AL 36695
Telephone: 515-381-5109

NEW APPLICANT:
CASEYS MARKETING COMPANY
Address: 1 SE CONVENIENCE BLVD
ANKENY, IA 50021
Telephone: 850-577-6961

Current License No: 120698

LICENSED PREMISES ADDRESS: 985 SCHILLINGER RD S MOBILE, AL 36695

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

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

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

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

THE CURRENT LICENSE WILL NOT BE RENEWED.

WITNESS our hands and seals on this the 13th day of April, 2026.

CURRENT LICENSEE (NAMED ON LICENSE)

Print Name:
Title:

NEW LICENSEE (APPLICANT)

Print Name:
Title:

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

Notary

MINDY BRINCKS
Commission Number 780944
My Commission Expires
October 28, 2026

STATE OF ALABAMA
ALCOHOLIC BEVERAGE CONTROL BOARD
ALCOHOL LICENSE APPLICATION
Confirmation Number: 20260409125717243

Type License: 050 - RETAIL BEER (OFF PREMISES ONLY)
070 - RETAIL TABLE WINE (OFF PREMISES ONLY)
990 - TOBACCO AND ALTERNATIVE NICOTINE PRODUCTS

State: **County:**

Trade Name: CASEYS 4809

Filing Fee:

Applicant: CASEYS MARKETING COMPANY

Transfer Fee: $150.00

Location Address: 985 SCHILLINGER RD S MOBILE, AL 36695

Mailing Address: 1 SE CONVENIENCE BLVD ANKENY, IA 50021

County: MOBILE **Tobacco sales:** YES **Tobacco Vending Machines:**

Product Type: 03 **Type Ownership:** CORPORATION

Book, Page, or Document info: 00000

Do you sell Draft Beer?: N/A

Date Incorporated: 03/15/1995 **State incorporated:** IA **County Incorporated:** POLK

Date of Authority: 10/03/2024

Federal Tax ID: 42-1435913 **Alabama State Sales Tax ID:** R012713289

Name:	Title:	Date and Place of Birth:	Residence Address:
PUBLICLY TRADED IA, POLK	Incorporated:03/15/1995		Authority:10/03/2024

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

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

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

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

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

STATE OF ALABAMA
ALCOHOLIC BEVERAGE CONTROL BOARD
ALCOHOL LICENSE APPLICATION
Confirmation Number: 20260409125717243

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

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

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

Contact Person: JAYMEE BEARDEN
Business Phone: 850-577-6961
Fax:

Home Phone: 850-577-6961
Cell Phone: 850-577-6961
E-mail: JAYMEE.BEARDEN@GRAYROBINSON.COM

PREVIOUS LICENSE INFORMATION:
Trade Name: CEFCO 444
Applicant: CEFCO STORES LLC

Previous Vendor Number: 120698

STATE OF ALABAMA
ALCOHOLIC BEVERAGE CONTROL BOARD
ALCOHOL LICENSE APPLICATION
Confirmation Number: 20260409125717243

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

Name of Property owner/lessor and phone number: HITTSCH LLC 251-471-1000

What is lessors primary business? CONVENIENCE STORES WITH REAL ESTATE

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

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

Does the premise have a fully equipped kitchen? NO

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

Does the establishment have restroom facilities? YES

Is the premise equipped with services and facilities for on premises consumption of alcoholic beverages? NO

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

Building Dimensions Square Footage: 6000 Display Square Footage:

Building seating capacity: 0 Does Licensed premises include a patio area? NO

License Structure: SINGLE STRUCTURE License covers: ENTIRE STRUCTURE

Number of licenses in the vicinity: Nearest:

Nearest school: Nearest church: Nearest residence:

Location is within: CITY/TOWN LIMITS Police protection: CITY

STATE OF ALABAMA
ALCOHOLIC BEVERAGE CONTROL BOARD
ALCOHOL LICENSE APPLICATION
Confirmation Number: 20260409125717243

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

Name:	Violation & Date:	Arresting Agency:	Disposition:

STATE OF ALABAMA
ALCOHOLIC BEVERAGE CONTROL BOARD
ALCOHOL LICENSE APPLICATION
Confirmation Number: 20260409125717243

Private Clubs / Special Retail / or Special Events licenses ONLY

Private Club
Does the club charge and collect dues from elected members? N/A
Number of paid up members:
Are meetings regularly held? N/A
How often?
Is business conducted through officers regularly elected? N/A
Are members admitted by written application, investigation, and ballot? N/A
Has Agent verified membership applications for each member listed? N/A
Has at least 10% of members listed been confirmed and highlighted? N/A Agent's Initials:
For what purpose is the club organized?
Does the property used, as well as the advantages, belong to all the members? N/A
Do the operations of the club benefit any individual member(s), officer(s), director(s), agent(s), or employee(s) of the club rather than to benefit of the entire membership? N/A

Special Retail
Is it for 30 days or less? N/A
More than 30 days? N/A

Franchisee or Concessionaire of above? N/A
Other valid responsible organization: N/A
Explanation:

Special Events / Special Retail (7 days or less)
Starting Date: Ending Date:
Special terms and conditions for special event/special retail:

Other Explanations
Does anyone involved with this license application have any monetary interest in any other ABC licensed/permitted establishment?: OTHER CASEY STORES
Is ther any further interest in, or connection with, the licensee's business by the lessor?: APPLICANT AND LANDLORD ARE THE SAME

STATE OF ALABAMA
ALCOHOLIC BEVERAGE CONTROL BOARD
ALCOHOL LICENSE APPLICATION
Confirmation Number: 20260409125717243

Initial each — **Signature page**

- [ ] In reference to law violations, I attest to the truthfulness of the responses given within the application.
- [ ] In reference to the Lease/property ownership, I attest to the truthfulness of the responses given within the application.
- [ ] In reference to ACT No. 80-529, I understand that if my application is denied or discontinued, I will not be refunded the filing fee required by this application.
- [ ] In reference to Special Retail or Special Events retail license, Wine Festival and Wine Festival Participant Licenses, and Food or Beverage Truck Licenses, I agree to comply with all applicable laws and regulations concerning this class of license, and to observe the special terms and conditions as indicated within the application.
- [ ] In reference to the Club Application information, I attest to the truthfulness of the responses given within the application.
- [ ] In reference to the transfer of license/location, I attest to the truthfulness of the information listed on the attached transfer agreement.
- [ ] In accordance with Alabama Rules & Regulations 20-X-5-.01(4), any social security number disclosed under this regulation shall be used for the purpose of investigation or verification by the ABC Board and shall not be a matter of public record.
- [ ] The undersigned agree, if a license is issued as herein applied for, to comply at all times with and to fully observe all the provisions of the Alabama Alcoholic Beverage Control Act, as appears in Code of Alabama, Title 28, and all laws of the State of Alabama relative to the handling of alcoholic beverages.

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

Applicant Name (print):

Signature of Applicant:

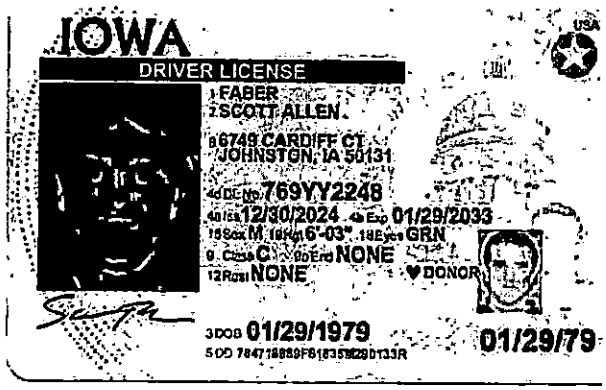
Notary Name (print): Mindy Brincks

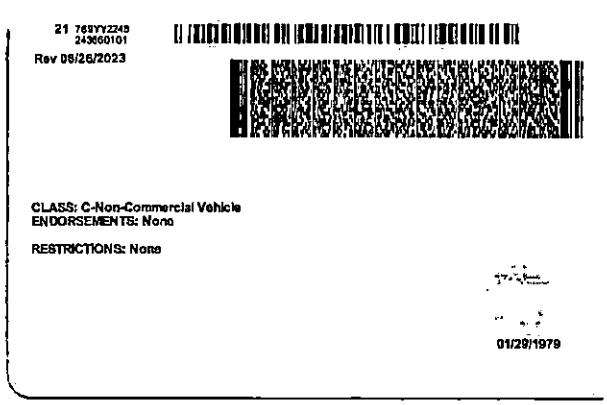
Notary Signature: MindyBrincks

Commission expires: October 28, 2026

Application Taken: **App. Inv. Completed:** **Forwarded to District Office:**
Submitted to Local Government: **Received from Local Government:**
Received in District Office: **Reviewed by Supervisor:** **Forwarded to Central Office:**

MINDY BRINCKS
Commission Number 780944
My Commission Expires
October 28, 2026


IOWA
DRIVER LICENSE
1 FABER
2 SCOTT ALLEN
8 6749 CARDIFF CT
JOHNSTON, IA 50131
4d DL No 769YY2248
4a Iss 12/30/2024 4b Exp 01/29/2033
15 Sex M 16 Hgt 6'-03" 18 Eyes GRN
9 Class C 9a End NONE
12 Rest NONE
DONOR
3 DOB 01/29/1979
5 DD 784718889F8183589290133R
01/29/79


21 769YY2248
243660101
Rev 06/26/2023
CLASS: C-Non-Commercial Vehicle
ENDORSEMENTS: None
RESTRICTIONS: None
01/29/1979

Wes Allen
Secretary of State

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

STATE OF ALABAMA

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

the entity records on file in this office disclose that Casey's Marketing Company a Iowa entity, qualified in the State of Alabama on October 3, 2024. The Alabama Entity Identification number for this entity is 001-157-151. I further certify that the records do not disclose that said qualification has been revoked, cancelled or terminated.

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

02/09/2026

Date

Wes Allen **Secretary of State**

IOWA

No. W00071553
Date: 03/30/1995

SECRETARY OF STATE

490 DP-000184278
CASEY'S MARKETING COMPANY
GARTH D ADAMS
100 COURT AVE STE 600

DES MOINES, IA 50309

ACKNOWLEDGMENT OF DOCUMENT FILED

The Secretary of State acknowledges receipt of the following document from the filing party named above:

Articles of Incorporation

The document was filed on March 15, 1995, at 11:10 AM.

The amount of $50.00 was received in full payment of the filing fee.

STATE OF IOWA SECRETARY OF STATE SEAL

Paul D. Pate

SECRETARY OF STATE

Printed on Recycled Paper

0328950935J.BA 1459234RTA SOS $50.00

ARTICLES OF INCORPORATION

OF

CASEY'S MARKETING COMPANY

TO THE SECRETARY OF STATE OF
THE STATE OF IOWA:

Pursuant to Section 201 of the Iowa Business Corporation Act, the undersigned, acting as incorporator of a corporation, adopts the following Articles of Incorporation for the Corporation.

ARTICLE I

The name of the Corporation shall be Casey's Marketing Company. Its registered agent is Eli J. Wirtz and registered office is One Convenience Boulevard, Ankeny, Iowa 50021.

ARTICLE II

The Corporation's existence shall be perpetual.

ARTICLE III

The purpose which the Corporation is authorized to pursue is and includes the transaction of any and all lawful business for which corporations may be incorporated under the Iowa Business Corporation Act.

ARTICLE IV

The Corporation is authorized to issue ten thousand (10,000) shares of Common Stock consisting of one class designated as Common, and having no par value and no pre-emptive rights. Any unissued shares of the Corporation may be issued from time to time in such amount, for such consideration and upon such terms and conditions as the Board of Directors may determine.

ARTICLE V

The number of directors of the Corporation shall be not fewer than three (3) and not greater than six (6). Vacancies in the Board of Directors or new directorships created by an increase in the number of directors shall be filled by election by a majority of the remaining members of the Board, though less than a quorum, and the person filling such vacancy or newly-created directorship shall serve out the remainder of the term for the vacated directorship or, in the case of a new directorship, the term designated for the class of directors of which that directorship is a part.

ARTICLE VI

The Board of Directors of the Corporation shall have the power to adopt a corporate seal for the Corporation.

ARTICLE VII

The private property of the shareholders of the Corporation shall at all times be exempt from liability of corporate debts of any kind and this Article shall not be amended or repealed.

ARTICLE VIII

In the event that any shareholder shall become indebted to the Corporation, the Corporation shall have a lien upon any shares of stock in the Corporation owned by such Shareholder for the full amount of such indebtedness.

ARTICLE IX

Stock in the Corporation shall be transferred only by assignment upon the books of the Corporation, subject to and in

accordance with such restrictions as may be provided in the By-laws of the Corporation.

ARTICLE X

The Board of Directors of the Corporation shall adopt By-laws for its corporate operation, which may contain provisions restricting the transfer of shares of the Corporation, limiting the term or responsibilities of directors, and providing for indemnification from obligation or loss of officers and directors incurred as a result of their office.

ARTICLE XI

A. A director of the Corporation shall not be personally liable to the Corporation or its stockholders for monetary damages for breach of fiduciary duty as a director, except for liability (i) for a breach of the director's duty of loyalty to the Corporation or its stockholders, (ii) for acts or omissions not in good faith or which involve intentional misconduct or knowing violation of law, (iii) for a transaction from which the director derives an improper personal benefit, or (iv) under Section 490.833 of the Iowa Business Corporation Act.

If the Iowa Business Corporation Act is amended to authorize corporate action further eliminating or limiting the personal liability of directors, then the liability of a director of the Corporation shall be eliminated or limited to the fullest extent permitted by the Iowa Business Corporation Act, as so amended.

Any repeal or modification of this Article XI by the stockholders of the Corporation shall not adversely affect any

right or protection of a director of the Corporation existing at the time of such repeal or modification.

B. (1) Each person who was or is made a party or is threatened to be made a party to or is involved in any action, suit or proceeding, whether civil, criminal, administrative or investigative (hereinafter a "proceeding"), by reason of the fact that he or she, or a person of whom he or she is the legal representative, (a) is or was a director or officer of the Corporation, or (b) is or was serving (at such time as he or she is or was a director or officer of the Corporation) at the request of the Corporation as a director, officer, partner, trustee, administrator, employee or agent of another corporation or of a partnership, joint venture, trust or other enterprise, including service with respect to employee benefit plans, whether the basis of such proceeding is alleged action in an official capacity as a director, officer, partner, trustee, administrator, employee or agent or in any other capacity while serving as a director, officer, partner, trustee, administrator, employee or agent, shall be indemnified and held harmless by the Corporation to the fullest extent authorized by the Iowa Business Corporation Act, as the same exists or may hereafter be amended (but, in the case of any such amendment, only to the extent that such amendment permits the Corporation to provide broader indemnification rights than said law permitted the Corporation to provide prior to such amendment), against all expense, liability and loss (including attorneys' fees, judgments, fines, ERISA excise taxes or penalties and amounts paid or to be paid in settlement) reasonably incurred or

suffered by such person in connection therewith, and such indemnification shall continue as to a person who has ceased to be such a director or officer and shall inure to the benefit of his or her heirs, executors and administrators; provided, however, that, (a) with respect to proceedings seeking to enforce rights to indemnification as provided in paragraph (2) of this Section B, the Corporation shall indemnify any such person seeking indemnification in connection with a proceeding (or part thereof) initiated by such person only if such proceeding (or part thereof) was authorized by the Board of Directors of the Corporation, (b) in the case of a proceeding brought by or in the right of the Corporation, any such indemnification shall be limited as provided in the Iowa Business Corporation Act and (c) no such indemnification shall be provided to any director or officer, as applicable, for any proceeding wherein it shall ultimately be determined by final judicial decision that such director or officer is liable (i) for a breach of the director's duty of loyalty to the Corporation or its stockholders, (ii) for acts or omissions not in good faith or which involve intentional misconduct or knowing violation of law, (iii) for a transaction from which the director derives an improper personal benefit or (iv) under Section 490.833 of the Iowa Business Corporation Act. The right to indemnification conferred in this Section B shall be a contract right and shall include the right to be paid by the Corporation the expenses incurred in defending any such proceeding in advance of its final disposition; provided, however, that if the Iowa Business Corporation Act requires, the payment of such

expense incurred by a director or officer (and not in any other capacity in which service was or is rendered by such person while a director or officer, including, without limitation, service to an employee benefit plan) in advance of the final disposition of a proceeding, shall be made only upon delivery to the Corporation of the written affirmation of the good faith belief of such director or officer that he or she has met the standard of conduct necessary for indemnification, and an undertaking, by or on behalf of such director or officer, to repay all amounts so advanced if it shall ultimately be determined by final judicial decision that such director or officer is not entitled to be indemnified under this Section B or otherwise. The Corporation may, by action of its Board of Directors, provide indemnification to other employees and agents of the Corporation with the same scope and effect as the foregoing indemnification of directors and officers.

(2) If a claim under paragraph 1 of this Section B is not paid in full by the Corporation within thirty days after a written claim has been received by the Corporation, the claimant may at any time thereafter bring suit against the Corporation to recover the unpaid amount of the claim and, if successful in whole or in part, the claimant shall be entitled to be paid also the expense of prosecuting such claim. It shall be a defense to any such action (other than an action brought to enforce a claim for expenses incurred in defending any proceeding in advance of its final disposition where the required affirmation and undertaking, if any is required, has been tendered to the Corporation) that the claimant has not met the standards of conduct which make it

permissible under the Iowa Business Corporation Act for the Corporation to indemnify the claimant for the amount claimed, but the burden of proving such defense shall be on the Corporation. Neither the failure of the Corporation (including its Board of Directors, independent legal counsel, or its stockholders) to have made a determination prior to the commencement of such action that indemnification of the claimant is proper in the circumstances because he or she has met the applicable standard of conduct set forth in the Iowa Business Corporation Act, nor an actual determination by the Corporation (including its Board of Directors, independent legal counsel or its stockholders) that the claimant has not met such applicable standard of conduct, shall be a defense to the action or create a presumption that the claimant has not met the applicable standard of conduct.

(3) The right to indemnification and the payment of expenses incurred in defending a proceeding in advance of its final disposition conferred in this Article shall not be exclusive of any other rights which any person may have or hereafter acquire under a provision of the Articles of Incorporation, By-laws, agreements, vote of stockholders or disinterested directors or otherwise, both as to action in a person's official capacity and as to action in another capacity while holding the office. The Corporation may enter into separate written agreements with directors, officers, employee and agents of the Corporation and of other enterprises, which agreements expressly provide for indemnification and reimbursement of such persons to the fullest

extent now or hereafter permitted by this Article or applicable law.

(4) The Corporation may maintain insurance, at its expense, to protect itself and any director, officer, employee or agent of the Corporation or another corporation, partnership, joint venture, trust or other enterprise against any expense, liability or loss, whether or not the Corporation would have the power to indemnify such person against such expense, liability or loss under the Iowa Business Corporation Act.

ARTICLE XII

These Articles may be amended, modified, revised and/or restated only by resolution by the Board of Directors, which resolution is submitted to the shareholders at an annual or special meeting and receives the affirmative vote of the holders of a majority of the shares entitled to vote thereon.

Dated this 13th day of March, 1995.

Douglas K. Shull

Douglas K. Shull, Incorporator
One Convenience Boulevard
Ankeny, Iowa 50021

STATE OF IOWA)
) ss.
COUNTY OF POLK)

On this 13th day of March, 1995, before me, a Notary Public, in and for said County in said State, personally appeared Douglas K. Shull, to me known to be the person named in and who executed the foregoing Articles of Incorporation and acknowledged that he executed the same as his voluntary act and deed.

Connie Hatcher
Notary Public in and for
the State of Iowa

My Commission Expires _____

CONNIE HATCHER
MY COMMISSION EXPIRES
November 6, 1996

C1028105?ART1.DOC:lj

STATE OF IOWA
SECRETARY OF STATE
FILED 03/15/1995 AT 11:10 AM
FILING # 000184278W00071553
*WO: 94457011 -WS: 94457014

Department of the Treasury
Internal Revenue Service
Ogden, UT 84201

In reply refer to: 0458659839
Dec 02, 2015 LTR 147C
42-1435913

CASEYS MARKETING COMPANY
% KAREN MIDDLETON
1 SE CONVENIENCE BLVD
ANKENY IA 50021-9672 017

Taxpayer Identification Number: 42-1435913

Form(s): 147C

Dear Taxpayer:

Thank you for your telephone inquiry of December 2nd, 2015.

Your Employer Identification Number (EIN) is 42-1435913. Please keep this letter in your permanent records. Enter your name and your EIN on all business federal tax forms and on related correspondence.

If you have any questions regarding this letter, please call our Customer Service Department at 1-800-829-0115 between the hours of 7:00 AM and 7:00 PM. If you prefer, you may write to us at the address shown at the top of the first page of this letter. When you write, please include a telephone number where you may be reached and the best time to call.

Sincerely,

Ms. Hall
1000247431
Customer Service Representative

2026

SALES TAX LICENSE

State of Alabama

Alabama Department of Revenue

ISSUED TO:

CASEYS MARKETING COMPANY

ACCOUNT TYPE	ACCOUNT NUMBER	EFFECTIVE DATE	EXPIRATION DATE
SLS	R012713289	11/1/2025	12/31/2026

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

NON-TRANSFERABLE

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

STATE OF ALABAMA
DEPARTMENT OF REVENUE

Jennifer Byrd

Deputy Commissioner

NAICS CODE: 445131

THIS LICENSE APPLIES TO THE FOLLOWING LOCATION(S):

10654 AIRPORT BLVD MOBILE AL 36608-9540
1216 N MCKENZIE ST FOLEY AL 36535-3503
3665 GULF SHORES PKWY GULF SHORES AL 36542-2721
558 SALCO RD E AXIS AL 36505-4472
8101 N HICKORY ST LOXLEY AL 36551-3130
985 SCHILLINGER RD S MOBILE AL 36695-9804

ASSIGNMENT AND ASSUMPTION OF GROUND LEASE

THIS ASSIGNMENT AND ASSUMPTION OF THE GROUND LEASE ("Assignment") is made and is effective as of the 7 day of January 2026, between Fikes Wholesale, LLC, an Iowa limited liability company, successor by Conversion to Fikes Wholesale, Inc., a Texas corporation ("Assignor"), and Casey's Marketing Company, an Iowa corporation ("Assignee").

WHEREAS, Assignor entered into a Ground Lease ("Lease") dated June 2, 2022 and amended on September 30, 2022, with Hittsch, LLC, an Alabama limited liability company, for the lease of property located at 985 Schillinger Road, City of Mobile, Mobile County, Alabama and more fully described as: Lot 3C, of the Resubdivision Plat Brewer Center Subdivision, Lot 3, as shown on the Plat thereof recorded in Instrument #2023001732 of the Records in the Office of The Judge of Probate of Mobile County, Alabama. Together with those certain easements granted by Declaration of Easements, Covenants, and Restrictions dated January 10, 2018 and recorded in Book LR7594, Page 456 and amended by Amendment of Declaration of Easements, Covenants and Restrictions dated May 29, 2018 and recorded in Book LR7640, Page 1765.

WHEREAS, Assignee is the owner of all of the membership interest of Assignor, and this Assignment is a Permitted Transfer under the Lease.

WHEREAS, Assignor desires to assign all of its right, title and interest, as Tenant, in and to the Lease to Assignee, and Assignee desires to accept such assignment and assume the obligations of Assignor under the Lease. Assignee acknowledges that it has received and reviewed a copy of the Lease and is familiar with its terms.

NOW, THEREFORE, for valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

1. **Assignment and Assumption**. Assignor transfers, assigns and sets over to Assignee all of the right, title and interest of Assignor, as Tenant, in and to the Lease and Assignee assumes and agrees to perform and keep all of the promises, covenants, conditions, agreements and obligations of Assignor, as Tenant, under the Lease.

2. **No Modifications.** Assignor hereby certifies that the Lease is in full force and effect and there have been no modifications or amendments unless attached hereto.

3. **Binding Effect.** This Assignment and Assumption, and each and every part hereof, shall be binding upon and inure to the benefit of the Assignee, the Assignor, and their respective successors and assigns. This Assignment and Assumption is made and delivered and, in all respects, shall be governed by the laws of the State of Texas.

4. **Counterparts**. This agreement may be executed in counterparts, each of which when executed and delivered shall be deemed to be an original, and all of which taken together shall constitute one and the same instrument. Electronic, or facsimile or e-mail transmitted signatures, and photocopies thereof, shall be deemed originals.

IN WITNESS WHEREOF, this Assignment and Assumption of Ground Lease Agreement is executed as of the day and year mentioned above.

ASSIGNOR
FIKES WHOLESALE, LLC

DocuSigned by:
Jay Soupene
9FDC8234634F429...
Jay Soupene, Authorized signatory

ASSIGNEE
CASEY'S MARKETING COMPANY

DocuSigned by:
Kendra Meyer
414D098AFE9742B...
Kendra Meyer, Authorized signatory

FIKES WHOLESALE, LLC
Federal Tax I.D. 74-1857841
Date of Incorporation: October 25, 2004

Effective 10/25/2024

OFFICERS

Samuel J. James, President & Chairman
One SE Convenience Blvd.
Ankeny, IA 50021

Brian J. Johnson, Vice President
One SE Convenience Blvd.
Ankeny, IA 50021

Scott Faber, Secretary
One SE Convenience Blvd.
Ankeny, IA 50021

Eric Larsen, Treasurer
One SE Convenience Blvd.
Ankeny, IA 50021

Douglas M. Beech, Assistant Secretary
One SE. Convenience Blvd.
Ankeny, IA 50021

This information is intended for the use of the individual or entity to which it is addressed and may contain information that is confidential and privileged and exempt from disclosure under applicable law. You are hereby notified that any dissemination, distribution, or copying of this communication is strictly prohibited.

CITY of MOBILE ALCOHOLIC BEVERAGE LICENSE APPLICATION

LEASE PROPERTY OWNERSHIP & SIGN AGREEMENT

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

LEGAL DESCRIPTION OF PROPERTY

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

Lease of property located at 985 Schillinger Road, City of Mobile, Mobile County, Alabama and more fully described as: Lot 3C, of the Resubdivision Plat Brewer Center Subdivision, Lot 3, as shown on the Plat thereof recorded in Instrument #2023001732 of the Records in the Office of The Judge of Probate of Mobile County, Alabama. Together with those certain easements granted by Declaration of Easements, Covenants, and Restrictions dated January 10, 2018 and recorded in Book LR7594, Page 456 and amended by Amendment of Declaration of Easements, Covenants and Restrictions dated May 29, 2018 and recorded in Book LR7640, Page 1765.

Ownership Type	Company Name

The above described property is ☐ Owned ☑ Leased to/by Casey's Marketing Company

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

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

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

Sworn to and subscribed before me this 8th day of April 20 24

Notary Printed Name	Notary Signature	My (Notary) Commission Expires
Morgan Wierschke	Morgan Wierschke	09/09/28

Notary Stamp

MORGAN WIERSCHKE
Commission Number 867399
My Commission Expires
September 09, 2028

Owner of Property (Print Name)	Applicant Name (Print Name)
Scott Faber, Secretary	Scott Faber, Secretary
Owner of Property (Signature)	Applicant Name (Signature)
X	X
Street Address	Street Address
One SE Convenience Blvd.	One SE Convenience Blvd.
City, State, Zip	City, State, Zip
Ankeny, IA 50021	Ankeny, IA 50021
Date Agreement Signed	Date Agreement Signed

LEASE AGREEMENT

LANDLORD

FIKES WHOLESALE, INC., A TEXAS CORPORATION

TENANT

CEFCO, A PARTNERSHIP

PREMISES LOCATION

985 SCHILLINGER RD S
MOBILE, AL ~~36608~~ 36695 CEFCO
located in Mobile County, Alabama RS FIKES

TAX PARCEL #2809302000001022

LEASE AGREEMENT

ARTICLE I: BASIC TERMS

Effective Date: June 1, 2023

Landlord: **FIKES WHOLESALE, INC., a Texas corporation**

Landlord's Mailing Address: P.O. Box 1287
Temple, Texas 76503

Tenant: **CEFCO, a partnership**

Tenant's Mailing Address: 6261 Central Pointe Parkway
Temple, Texas 76504

36695 @ CEFCO & FIKES

Premises: The Premises are that certain real property at 985 SCHILLINGER RD S Mobile, Mobile County, Alabama ~~36608~~ more particularly described in EXHIBIT A attached hereto and made a part hereof, and include all improvements located or to be constructed on such real property and all appurtenances thereto.

Base Rent: None.

Term: Ten years beginning on the Commencement Date, subject to being extended pursuant to the three, ten-year renewal options set forth in this Lease.

Commencement Date: The date upon which the improvements have been substantially completed and the Certificate of Occupancy for the Premises has been issued by the appropriate authorities.

Termination Date: The last day of the month ten years following the Commencement Date, unless extended as provided in this Lease.

Security Deposit: None.

ARTICLE II: LEASING, RENT, TERM, USE, PROPERTY CONDITION

2.01. LEASING OF PREMISES. Landlord hereby leases the Premises to Tenant and Tenant hereby leases the Premises from Landlord under the terms and provisions of this Lease Agreement (the "Lease"). Landlord shall deliver possession of the Premises to Tenant on or before the Commencement Date.

2.02. RENT PAYMENTS. Tenant shall pay to Landlord the additional rent described in Section 2.03 below, commencing on the Commencement Date and payable at Landlord's Mailing Address set forth above. Partial months shall be prorated. The additional rent described in this Lease and any reimbursements to be paid by Tenant under this Lease are collectively referred to in this Lease as the "rent". If any rent payment or other sum due by Tenant to Landlord is received by Landlord later than the tenth (10th) day of each calendar month, Tenant shall also promptly pay to Landlord a late charge equal to the lesser of (a) 5% of such rent payment or other sum, or (b) the maximum late charge allowed by applicable law. Late charges shall be considered liquidated damages for Landlord's time, inconvenience, and administrative and overhead costs (except for attorneys' fees and litigation costs) in collecting late rent. Landlord's acceptance of late rent or other sum shall not constitute permission for Tenant to pay the rent or other sum late thereafter and shall not

constitute a waiver of Landlord's remedies for subsequent late payments. Late payment charges are due immediately upon notice or demand.

2.03. ADDITIONAL RENT; BUILDING OPERATING EXPENSE. This lease is what is commonly referred to as a "triple-net" lease whereby the Tenant pays all the operating expenses of the Premises. As a consequence, Tenant shall pay to Landlord as additional rent ("additional rent"), all operating expenses. Tenant shall pay to Landlord such additional rent no later than fifteen (15) days after Tenant's receipt of an invoice from Landlord detailing the additional rent payment or payments due. Landlord reserves the right to require Tenant to pay to Landlord 1/12 of the estimated annual operating expenses on a monthly basis. Operating expenses ("operating expenses") for each calendar year shall include all expenses incurred in connection with the ownership, operation, management, maintenance and repair of the Premises including but not limited to: (i) all property taxes, ad valorem taxes, assessments and related government charges that accrue or are assessed against all or a portion of the Premises, (ii) all amounts for personal property leased and used in connection with the Premises, (iii) insurance costs, including but not limited to insurance premiums for fire, extended coverage, vandalism and liability on the Premises and personal property used in connection therewith, (iv) all electricity, water, gas (if available) and other utility costs not separately billed to Tenant, (v) the costs and fees associated with all repairs, replacement and maintenance of the Premises and equipment relating thereto, including but not limited to, landscaping, lighting, foundation, roof, walls, elevators, fire sprinkler systems, heating, ventilation and air conditioning ("HVAC") systems, mechanical, plumbing and electrical systems, parking lots, and common areas, (vi) fees and expenses associated with services provided, including but not limited to, trash service, security service (only if provided), and janitorial and similar maintenance services, (vii) costs of dues, assessments and charges associated with membership in any applicable property or community owner's association, (viii) remodeling, construction, alterations, additions and improvements which are made to comply with applicable laws, rules and regulations of any governmental authority or other agency or which are made in an attempt to reduce operating expenses, including capital improvement costs as is necessary to amortize such improvements over their useful life, (ix) all margin taxes, gross receipts taxes, franchise taxes, business revenue taxes and any similar taxes, charges and/or assessments imposed, instituted or assessed by applicable governmental authorities (whether federal, state, municipal or local) against Landlord or the Premises in connection with or in any manner relating to Landlord's ownership, management, maintenance and/or operation of the Premises or otherwise in connection with or relating to the Premises, including any taxes, assessments or charges that may be imposed, instituted or assessed in lieu of or in partial or total replacement of real property taxes, ad valorem taxes or similar taxes or assessments. If any expenses included in operating expenses cannot be determined for any reason so as to allow an accurate calculation, then Landlord, in its reasonable discretion, may estimate and pro-rate said expenses on an annual basis, and the expenses shall be properly adjusted by Landlord when they can actually be determined. Upon reasonable notice to Landlord in writing, Tenant, at Tenant's sole cost and expense, may examine or audit Landlord's accounting records for operating expenses once each calendar year for the immediately preceding year. If not examined or audited within such calendar year, such operating expenses shall be deemed as accepted and agreed to by Tenant. Tenant's examination or audit of operating expenses shall not affect Tenant's obligations hereunder to continue to pay operating expenses. The examination or audit must be performed at Landlord's place of business during normal business hours and in a manner that will not unreasonably interfere with Landlord's business activities.

2.04 TERM; OPTIONS TO RENEW. The initial term of this lease shall be for a period of ten (10) years, commencing on the Commencement Date and terminating on the Termination Date, unless earlier terminated under the provisions of this Lease. Tenant shall also have three (3) options to renew and extend the initial term of the Lease for ten (10) years each (each an "Extension

Option"). Each Extension Option shall be deemed exercised unless, Tenant provides Landlord at least ninety (90) days' notice of Tenant's intent to not renew. During each renewal term, all terms and provisions of this Lease shall remain the same except as to such other terms and provisions as are mutually acceptable to Landlord and Tenant.

2.05 USE; PROPERTY CONDITION. The Premises may be used only for the following: purposes ("Permitted Use"):

> **Tenant may use the Premises as a convenience store with the retail sale of motor fuels, sandwiches, bakery items, convenience items, food for on-site or off-site consumption and alcoholic beverages and related ancillary activities (including car wash). Tenant may also use the Premises for the operation of a quick-service restaurant.**

Tenant may use the Premises for no other purposes without the prior written consent of Landlord. Tenant has inspected the Premises and determined that the Premises are in acceptable condition and suitable for Tenant's intended use. Tenant acknowledges that the Premises are being leased to Tenant in their **"AS-IS, WHERE-IS, and WITH ALL FAULTS"** condition. Tenant further acknowledges that no representations as to the repair or condition of Tenant's Premises, nor promises to alter, remodel, or improve Tenant's Premises, have been made by Landlord, except for those expressly set forth in this Lease. Tenant shall comply with all laws, ordinances, rules and regulations applicable to the Tenant's use, condition and occupancy of the Premises at Tenant's sole expense. Tenant and Tenant's agents, employees, family, licensees, invitees, visitors, and contractors shall not (1) use, occupy, or permit the use or occupancy of the Premises for any purpose which is prohibited by law or for any use other than the Permitted Use, (2) permit any public or private nuisance, (3) permit anything which would cancel insurance coverage, or (4) otherwise damage the Premises.

ARTICLE III: UTILITIES, MAINTENANCE, REPAIRS AND ALTERATIONS

3.01. UTILITIES AND Tenant shall be responsible for ensuring, at its cost, that the Premises are served by all utilities necessary to support the operations of the Premises, as such utility services are not being provided by Landlord. Tenant will timely pay for all utility services and charges. Temporary interruption or malfunction of utilities, services and/or telecommunication equipment due to no fault of Landlord shall not render Landlord liable for damages, rent abatements, or release of any of Tenant's obligations under this Lease.

3.02. MAINTENANCE AND REPAIRS BY Landlord shall not be responsible to maintaining or repairing any part of the Premises.

3.03. MAINTENANCE AND REPAIRS BY Tenant shall, at its own cost and expense, keep all parts of the Premises in good condition and repair and in accordance with applicable law, including but not limited to, foundation, roof, exterior walls, parking areas, parking lots, landscaping, sprinkler systems, light standards, fixtures, interior walls, entry doors, windows, floors and floor coverings, plumbing, electrical systems, mechanical systems, signage and lighting, and Tenant shall not allow any waste with regard thereto. Tenant shall keep the Premises and adjacent sidewalks and any loading areas clean and free of trash, rubbish and debris, and Tenant shall properly store all trash and garbage within the Premises and arrange for regular pickup of trash and garbage at Tenant's sole cost and expense. Tenant shall promptly reimburse Landlord for the cost of repairing or replacing damage that is caused inside or outside the Premises by Tenant, Tenant's agents, employees, family, licensees, invitees, visitors, contractors or customers. All such work shall be in accordance with applicable governmental requirements. Upon the termination or expiration of

this Lease, Tenant shall leave the Premises in good and clean condition, normal wear and tear excepted.

3.04. Tenant may make alterations, additions and improvements ("Alterations") to the Premises, including the addition of food service areas and/or quick serve restaurants, in its reasonable business judgment but only to the extent such Alterations are non-structural in nature and cost less than $100,000.00, and any other Alterations shall require Landlord's prior written consent, which consent shall note be unreasonable withheld, delayed or conditioned. Alterations shall comply with all applicable laws and shall be performed in a good and workmanlike manner so as not to damage the Premises. At Landlord's option, all Alterations shall become the property of Landlord at the termination or expiration of this Lease, or Landlord may require Tenant to remove any such Alterations at Tenant's sole cost and expense.

ARTICLE IV: PARKING, RULES, SIGNAGE, ACCESS, SECURITY

4.01. SECURITY; PARKING. Landlord shall have no duty to provide security, security devices, security systems, security personnel or security services as to the Premises, including any parking areas used by Tenant. If the vehicles of Tenant or Tenant's employees, family, customers, invitees, visitors, contractors, or agents are parked in violation of Landlord's parking rules or in violation of state statutes, Landlord may exercise vehicle removal remedies under applicable law at the sole cost and expense of Tenant, which expenses shall be paid to Landlord upon demand.

4.02. PARKING AND BUILDING RULES. Tenant shall comply with all of Landlord's rules and regulations for the Premises, including parking areas, which rules and regulations may be prepared and/or amended by Landlord from time to time by Landlord in the exercise of Landlord's reasonable judgment.

4.03. SIGNAGE. Tenant shall have the right to decorate the Premises and affix signs used in its business upon the windows, doors and interior and exterior walls of the Premises, and such free-standing signs as Tenant deems reasonably and which are in compliance with all rules, regulations, laws, covenants, conditions and restrictions applicable to the Premises. At the expiration or termination of this Lease, Landlord may require Tenant to remove all or a portion of such signage at Tenant's sole cost and expense, including any damages caused by such removal.

4.04. LANDLORD'S ACCESS TO Landlord shall have access to Tenant's Premises at reasonable times for reasonable business purposes including, but not limited to, performing Landlord's obligations, ascertaining the condition of the Premises, making repairs and showing the Premises to lenders, prospective purchasers or tenants.

4.05. TENANT'S ACCESS, KEYS AND LOCKS; Landlord shall provide to Tenant keys or access cards or codes to the improvements on the Premises. Tenant shall pay to Landlord a reasonable fee for each replacement key or access card requested by Tenant. In the event Tenant requests that an access card be re-coded, Tenant shall pay to Landlord a reasonable amount for each re-coding of an access card. Landlord shall not be liable for risk of loss resulting from Tenant's keys, access codes or cards being lost or used by unauthorized persons. Tenant shall promptly return all keys and cards to Landlord at the termination or expiration of this Lease. Landlord reserves the right to re-key or change locks, access codes or cards as long as new keys, access codes or cards are furnished to Tenant. Tenant may not add, change or re-key locks, access codes or cards without the prior written consent of Landlord (if such consent is granted, Tenant shall pay all costs associated therewith). Landlord shall not be liable to Tenant or Tenant's employees, family, customers, invitees, visitors, contractors, or agents for injury, damage, or loss to person or property

caused by the conduct of other persons, including theft, burglary, assault, vandalism or other crimes. Tenant shall be responsible for providing its own security as to the Premises and as to Tenant's employees, family, customers, invitees, visitors, contractors and agents.

ARTICLE V: INSURANCE, PERMITS, INDEMNIFICATION

5.01. INSURANCE. Tenant at Tenant's sole cost and expense shall procure and maintain throughout the term of this Lease, a policy or policies of insurance reasonably required by Landlord, including fire and extended coverage insurance, commercial general liability insurance, public liability insurance, worker's compensation insurance, and environmental insurance (which shall cover remediation of any hazardous materials contamination on the Premises), insuring both Landlord and Tenant against all claims, demands or actions arising out of or in connection with Tenant's use and occupancy of Tenant's Premises (including the Permitted Use), or by the condition of Tenant's Premises, in such amounts and covering such hazards and matters as reasonably required by Landlord and with insurance companies reasonably acceptable to Landlord. Tenant shall maintain adequate and appropriate insurance on Tenant's personal property in the Premises, as such property is not covered by Landlord's insurance. Tenant shall provide Landlord with a certificate of Tenant's insurance or a copy thereof as required above at least (i) 15 days prior to the Commencement Date, and (ii) as to renewal policies, 15 days prior to the expiration of such insurance. Landlord and Landlord's property manager or managing agent (if any) shall be named as additional insured's on Tenant's liability insurance policies. Landlord agrees to maintain fire and extended coverage insurance on the Premises as well as comprehensive general liability insurance (Tenant will have no claim to any proceeds of Landlord's insurance policies). If Tenant is engaged in any way in the serving or sale of wine, beer or other alcoholic beverages, either for consumption on the Premises or off the Premises, Tenant shall also maintain liquor liability insurance with policy limits reasonably required by Landlord, and if written on a separate policy from the commercial general liability policy, such policy shall name Landlord (and any of its affiliates, subsidiaries, successors and assigns designated by Landlord) as an additional insured.

5.02. WAIVER OF SUBROGATION. If a waiver of subrogation clause is not contained in the form language of the insurance policies, Landlord and Tenant may require that a waiver of subrogation clause be added to each other party's fire, casualty, or liability insurance policies. FOR PURPOSES OF WAIVER OF SUBROGATION OR OTHERWISE, LANDLORD AND TENANT RELEASE EACH OTHER AND THEIR RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES, AND AGENTS FROM ANY CLAIMS, BASED ON NEGLIGENCE OR OTHERWISE, FOR LOSS, DAMAGE, OR INJURY WHICH OCCUR HEREAFTER AND ARE INSURED AGAINST UNDER INSURANCE POLICIES CARRIED BY LANDLORD AND/OR TENANT. The foregoing shall not apply to losses, damages, or injuries that are in excess of policy limits or that are not covered due to a deductible clause in the policy or to the extent it is not permitted by law or if insurance coverage is adversely affected. Upon written request, Landlord and Tenant shall furnish to each other copies of the policies of insurance referred to in this Lease, including any waivers of subrogation, or satisfactory evidence of same.

5.03. PERMITS, CERTIFICATES AND LICENSES. Tenant shall procure, at its sole expense, any permits, certificates and licenses required for the Permitted Use and the transaction of Tenant's business in the Premises or the construction or altering of any of the improvements or fixtures on the Premises. Tenant shall comply with all applicable laws, rules, regulations, ordinances and governmental regulations in connection with the Premises, Tenant's Permitted Use and the construction of any improvements or alterations to the Premises, including all health, food, safety and sanitation laws, rules, regulations and ordinances applicable to the Permitted Use and the Premises and the operation of a convenience store and an establishment that sells alcoholic

beverages and fuel and/or stores fuel or wastes in above-ground or underground storage tanks or systems.

5.04. INDEMNIFICATION AND HOLD HARMLESS. Tenant shall indemnify Landlord for and shall hold Landlord harmless from all damages, losses, fines, actions, demands, claims, liabilities, and suits (including attorneys fees, costs and expenses of defending against same) of any nature resulting or arising from (a) any breach or nonperformance of this Lease by Tenant or Tenant's agents, employees, family, licensees, or invitees, and (b) the use of the Premises by Tenant, its agents, employees, family, licensees, or invitees in violation of the provisions of this Lease, including those provisions relating to Hazardous Substances or violations of Environmental Laws. The foregoing indemnification shall survive the termination or expiration of this Lease.

ARTICLE VI: CASUALTY, CONDEMNATION

6.01. DESTRUCTION BY FIRE OR OTHER CASUALTY.

(a) ***Total or substantial destruction, rent abatement, and restoration.*** If the Premises are substantially damaged so that restoration and repairs cannot be completed within 180 days from the date of the fire or casualty, then this Lease may be terminated as of the date of the fire or casualty by Landlord or Tenant. A notice of termination must be delivered within 30 days after the fire or casualty.

(b) ***Partial destruction, rent abatement, and restoration.*** If the Premises should be damaged by fire or other casualty, but only to such extent that restoration or repairs can be completed within 180 days after the date upon which Landlord is notified by Tenant of such damage, this Lease shall not terminate, but Landlord shall, at its sole cost and expense, proceed with reasonable diligence to restore or repair the Premises to substantially the condition in which it existed prior to such damage, except that (i) Landlord shall not be required to so restore or repair if less than twelve (12) months remain in the Lease term after expiration of such 180-day period, (ii) Landlord shall not be required to restore, repair or replace any part of the alterations, fixtures and other improvements which may have been placed or constructed in the Premises by Tenant, and (iii) so long as Landlord has complied with the provision hereof relating to insurance coverage, Landlord shall not be obligated to expend any funds in excess of available insurance proceeds attributable to such damage in restoring or repairing the Premises. During restoration or repair, Tenant shall continue business to the extent practical.

(c) ***Other provisions.*** In the event the holder of any indebtedness secured by a mortgage or deed of trust covering all or a part of the Premises requires that the insurance proceeds be applied to such indebtedness, then Landlord shall have the right to terminate this Lease by delivering written notice of termination to Tenant, whereupon all rights and obligations shall cease and determine. To the extent the Premises are un-tenantable after the casualty or damage, and the damage was not caused by Tenant or Tenant's agents, employees, contractors, invitees, licensees or visitors, the Base Rent will be adjusted as may be fair and reasonable. These provisions shall control over all provisions to the contrary in this Lease.

6.02. CONDEMNATION. If the Premises or any substantial portion thereof is taken by condemnation or by private purchase in lieu thereof and if the Premises are thereby reasonably rendered unusable for Tenant's approved use, this Lease shall automatically terminate as of the date title vests in the condemning authority or purchasing party pursuant to such taking or acquisition; and Landlord and Tenant shall be relieved of all further obligations under this Lease. If less than a substantial part of Tenant's Premises shall be taken or purchased as provided herein, this Lease shall not terminate, but the rent payable hereunder during the un-expired portion of this

Lease shall be reduced to such extent as may be fair and reasonable under all of the circumstances. Landlord shall be entitled to recover from the condemning authority the full amount of Landlord's interest in this Lease and in the property which is taken in condemnation; provided, however, if Tenant is not in default hereunder on the day of taking or acquisition by the condemning authority, Tenant shall be allowed to assert a claim, at Tenant's sole cost and expense, for the value of Tenant's remaining Leasehold interest and Tenant's trade fixtures, if any, which are taken in condemnation as well as Tenant's moving costs. Tenant shall be responsible for attempting to prove Tenant's own damages in connection with any such proceedings and for all attorney's fees, costs and expenses in connection therewith.

ARTICLE VII - DEFAULT, REMEDIES, SURRENDER, HOLDING OVER, REMOVAL OF PROPERTY

7.01. DEFAULT BY LANDLORD. Landlord shall be deemed to be in default under this Lease if (1) Landlord fails to pay any sum due and owing to Tenant within thirty (30) days after written demand from Tenant, or (2) Landlord fails to perform any other obligation for thirty (30) days after Tenant's written demand for performance; provided, however, Landlord shall not be in default if Landlord promptly commences to cure such noncompliance and diligently proceeds in good faith to cure same after receiving written notice of such default. Landlord's liability under this Lease is limited to Landlord's equity or monetary interest in the Premises. Landlord shall have no liability whatsoever for any deficiency, and no other property or assets of Landlord shall be subject to levy, execution or other enforcement procedures as a result of such judgment. Under no circumstances whatsoever shall Landlord ever be liable hereunder for consequential damages or special damages.

7.02. DEFAULT BY TENANT. The occurrence of any of the following shall constitute a default by Tenant: (1) failure to pay rent or any other sum due by Tenant under this Lease within 10 days after written demand therefore by Landlord; (2) failure to vacate the Premises on or before the last day of the Lease Term, renewal term, or extension period; (3) failure to pay rent in advance on a daily basis in the event of unlawful holdover by Tenant; (4) unauthorized early move-out or notice of same as set forth below; (5) acquisition of Tenant's interest in the Lease by judicial or non-judicial process or by a third party not approved by Landlord if required in this Lease; (6) Tenant shall become insolvent, or shall make a transfer in fraud of creditors, or shall make an assignment for the benefit of creditors; (7) Tenant shall file a petition under any section or chapter of the Bankruptcy Code or under any present or future bankruptcy, insolvency, or similar law or statute of the United States or any state thereof heretofore or hereinafter enacted; or Tenant shall have such a petition filed against it involuntarily and such petition is not withdrawn or otherwise removed within sixty (60) days of its being filed; or Tenant shall be adjudged bankrupt or insolvent in proceedings filed against Tenant thereunder; (8) A receiver, trustee, or custodian shall be appointed for, or shall take possession of, all or substantially all of the assets of Tenant; (9) Tenant shall abandon or vacate any or all of the Premises; (10) Tenant, by action or inaction, breaches the lease between Landlord and the owner of the real property covered by this Lease; or (11) failure by Tenant to comply with any other provision of the Lease if such failure to comply is not cured as soon as reasonably possible after delivery of written notice by Landlord to Tenant, but in any event not later than thirty (30) days after Landlord's written notice; provided, however, if such default cannot reasonably be cured within such 30 day period, Tenant shall not be in default if Tenant diligently pursues curing of the default and cures the default within a reasonable time.

7.03. REMEDIES FOR DEFAULT BY TENANT. Upon any event of default by Tenant under this Lease, Landlord shall have the following rights and remedies, in addition to all other rights and

remedies allowed by applicable law and any other rights and remedies specifically described in this Lease:

(a) ***Utilities and services.*** If Tenant is in default hereunder and if Tenant fails to cure such default within the time period allowed in this Lease, if any, then Landlord may terminate utilities and services after Landlord delivers 5 days notice of such termination to Tenant, without further notice. Landlord's right to terminate such utilities and services shall occur automatically and without notice if Tenant's rent is accelerated due to unlawful early move-out.

(b) ***Acceleration after notice of rental delinquency.*** If Tenant is in default for nonpayment of rent or other sums due and if Tenant fails to pay same in full within 5 days after Landlord delivers to Tenant or to the Premises a written notice of Landlord's intent to accelerate, then all rent for the remainder of the Lease Term shall be accelerated, due, and delinquent at the end of such 5-day notice period without further demand or notice. Such acceleration rights are in consideration of the rentals for the entire Term being payable in monthly installments rather than in one lump sum at the beginning of the Lease Term. Liability for additional rents accruing in the future (over and above any base rents) shall not be waived by such acceleration.

(c) ***Acceleration upon early move-out.*** If Tenant is lawfully evicted, or if Tenant moves out or gives verbal or written notice (in person or by an authorized employee or agent) of intent to move-out prior to the end of the Lease Term without the rent being paid in full for the entire remainder of the Lease Term or renewal or extension period or without prior written consent of Landlord, all remaining rents for the remainder of the Lease Term shall be accelerated immediately and automatically, without demand or notice. Such accelerated rents shall be due and delinquent without notice before or after such acceleration. Such acceleration shall occur even if the rent for the current month has been paid in full.

(d) ***Termination of possession.*** If Tenant remains in default for 5 days after Landlord gives notice of such default to Tenant, or if Tenant abandons the Premises, Landlord may (with or without demand for performance) terminate Tenant's right of possession by giving one day's written notice to vacate; and Landlord shall be entitled to immediate possession without termination of Tenant's obligations under this Lease. Landlord's repossession shall not be considered an election to terminate this Lease unless written notice of such intention to terminate is given to Tenant by Landlord. Repossession may be by voluntary agreement or by eviction lawsuit. Commencement of an eviction lawsuit shall not preclude Landlord from exercising any other remedies under this Lease or applicable laws.

(e) ***Re-letting costs.*** If Tenant is in default under this Lease and if Landlord terminates Tenant's right of possession without terminating this Lease and the Premises are re-leased, Tenant shall pay upon Landlord's demand the following: (1) all costs of re-letting (which in no event shall be less than one month's rent), including leasing commissions, rent concessions (whether in the form of assuming or buying out Lease remainders elsewhere, free rent for a period of time, or reduced rental rates), utilities during the vacancy, advertising costs, administrative overhead, and all costs of cleaning, repair, remodeling, or redecorating for replacement tenants in the Premises or to attempt to attract replacement tenants, (2) all rent and other indebtedness due from Tenant to Landlord through the date of termination of Tenant's right of possession, and (3) all rent and other sums required to be paid by Tenant during the remainder of the entire Lease Term, subject to the acceleration paragraphs above.

(f) ***Termination of Lease.*** Landlord may terminate this Lease (as contrasted to termination of possession rights only) upon default by Tenant or at any time after Landlord's lawful re-entry or repossession following default by Tenant by giving written notice of termination.

(g) ***Damages; No Abatement.*** In addition to all other remedies available to Landlord at law or in equity, Landlord may recover actual, special and consequential damages incurred by Landlord for a default by Tenant. Pursuit of any of the foregoing remedies shall not preclude pursuit of any of the other remedies herein provided or any other remedies provided by law, nor shall pursuit of any remedy herein provided constitute a forfeiture or waiver of any rent due to Landlord hereunder or of any damages accruing to Landlord by reason of the violation of any of the terms, provisions, and covenants herein contained. Tenant shall not be allowed to abate rent for any reason, except as specifically set forth in this Lease.

7.04. SURRENDER OF PREMISES. When Tenant moves out, Tenant shall surrender the Premises in the same condition as the Premises were in on the Commencement Date (as changed or improved as may have been approved by Landlord from time to time in accordance with this Lease), less ordinary wear and tear.

7.05. HOLDING OVER. If Tenant remains in possession of the Premises after the expiration or termination of this Lease, then (1) Tenant shall be deemed to be occupying Tenant's Premises as a tenant-at-sufferance on a daily basis, subject to all obligations of this Lease, (2) Tenant shall pay rent for the entire holdover period at the rate of 125% of the then-current rental rate, (3) Tenant shall be subject to all other remedies of Landlord as provided in this Lease, (4) Tenant shall indemnify Landlord and/or prospective tenants for damages, including lost rentals, storage expenses, and attorney's fees, and (5) at Landlord's sole option, Tenant may extend the Lease term for a period of one month at the then current rental rates for the Building, as reasonably determined by Landlord, by hand delivering written notice to Tenant or to the Premises. Holdover rents shall be immediately due on a daily basis and delinquent without notice or demand; and the prior written notice and waiting period requirements of this Lease shall not be necessary in order for Landlord to exercise remedies hereunder.

7.06. REMOVAL OF PROPERTY BY TENANT. Tenant may remove its trade fixtures, furniture, and equipment only if (1) such removal is made prior to the end of the Lease Term, (2) Tenant is not in default under this Lease at the time of removal, (3) such removal will not damage the Premises, and (4) such removal is not in anticipation of an early move-out prior to the end of the Lease Term. Tenant shall pay all costs of removal. Tenant shall have no rights to property remaining in the Premises after move-out. Tenant may not remove any alterations or improvements such as wall-to-wall carpeting, bookshelves, window coverings, drapes, cabinets, paneling, counters, kitchen or break room built-ins, shelving, wall covering, and anything else attached to the floor, walls, or ceilings. If Landlord requests in writing, Tenant shall, immediately prior to moving out, remove any alterations, fixtures, equipment, and other property installed by Tenant. In addition, at move-out, Tenant at Tenant's sole cost and expense, will cooperate with Landlord and at the option of Landlord, either (a) remove all cable and wiring in the Premises, or (b) map and tag such cables and wiring with appropriate information detailing the type and kind of cable and wiring, with such removal or mapping and tagging to be performed in accordance with applicable laws. Tenant shall pay for cleaning costs or repairing damage caused by Tenant's removal of any such property.

ARTICLE VIII - LIENS

8.01. MECHANIC'S LIENS; OTHER LIENS. Tenant shall have no authority, express or implied, to (a) create, to place or allow to be placed any lien or encumbrance of any kind or nature whatsoever upon the Premises, or (b) in any manner to bind the interest of Landlord in the Premises, or (c) to charge the rentals payable hereunder for any claim in favor of any person dealing with Tenant, including those who may furnish materials or perform labor for any construction or repairs. Each such claim shall affect and attach, if at all, only to the Leasehold interest granted to Tenant by this instrument. Tenant covenants and agrees that it will pay or cause to be paid all sums legally due and payable by it on account of any labor performed or materials furnished in connection with any work or alterations performed on the Premises or for Tenant and that it will save and hold Landlord harmless from any and all damages, losses, costs, fees, expenses, fines, demands, liabilities, claims and suits based on or arising out of asserted claims or liens against Tenant's Leasehold estate or the Premises. Tenant agrees that it will immediately remove and have released any mechanics', materialmen's or similar lien that may become attached to the Premises; provided, however, Tenant shall be allowed to contest any lien, encumbrance or claim if Tenant provides Landlord with a bond or other security reasonably acceptable to Landlord.

8.02. LANDLORD'S LIEN. Tenant grants to Landlord a contractual lien and security interest on all of Tenant's property, including but not limited to furnishings, equipment, machinery, inventory, supplies, personal property, intangible property, fixtures and other property, in, on or attached to the Premises to secure payment of all monies and damages owed by Tenant under this Lease. Tenant shall not remove such property while rent or other sums remain due and unpaid to Landlord and such property shall not be removed until all of Tenant's obligations under this Lease have been complied with. This lien is in addition to any Landlord's statutory lien allowed under applicable law. If Tenant is in default for nonpayment of rent or any other sums due by Tenant or upon termination of this Lease, Landlord or Landlord's representatives may enter Tenant's Premises and remove and store all property. Landlord shall be entitled to reasonable charges for packing, removing, or storing any such abandoned or seized property, and Landlord may sell same at public or private sale after 30 days' written notice of the time and place of sale is given to Tenant. Upon termination of this Lease, Landlord may also retain, destroy or dispose of any such abandoned or seized property without incurring any liability for any such action. Tenant agrees that it is Tenant's responsibility to notify any person or entity from whom Tenant is leasing any such property to notify such person or entity of the provisions of this paragraph and the possible loss of such property, and Tenant agrees that it will timely notify any such person or entity. Upon request by Landlord, Tenant shall acknowledge the above lien rights by executing a UCC-1 financing statement or similar form reflecting same. This Lease is a security agreement under the Uniform Commercial Code and Landlord may file a copy of this Lease as a financing statement. TENANT GRANTS TO LANDLORD A POWER OF ATTORNEY TO EXECUTE AND FILE A FINANCING STATEMENT OR FINANCING STATEMENTS EVIDENCING THIS SECURITY INTEREST AND LANDLORDS LIEN, INCLUDING ANY SUCH FINANCING STATEMENT OR OTHER INSTRUMENT NECESSARY TO PERFECT LANDLORD'S SECURITY INTEREST AS DESCRIBED HEREIN, WHICH POWER IS COUPLED WITH AN INTEREST AND IS IRREVOCABLE DURING THE TERM OF THIS LEASE. The name and address of Tenant as a debtor under this security agreement is the same as the name and address of Tenant as set forth above.

ARTICLE IX - GENERAL PROVISIONS

9.01. LEASING AGENT COMMISSIONS. Landlord and Tenant warrant to each other that they have not used or dealt with any broker, agent or similar third party in connection with this Lease.

Landlord and Tenant hereby indemnify and hold each other harmless from and against any and all liabilities and claims for commissions, fees, expenses or compensation that may be asserted or claimed by any other broker, agent or third party claiming by, through or under the indemnifying party.

9.02. HAZARDOUS SUBSTANCES; ENVIRONMENTAL LAWS. Tenant further warrants and represents that Tenant will not use, produce, store, process, manufacture, release, discharge, handle or dispose of any Hazardous Substance (as hereinafter defined) on the Premises nor will Tenant will permit any Hazardous Substances to be brought onto, produced, stored, processed, manufactured, released, discharged, disposed of (including ground water contamination) or otherwise handled on the Premises, except for the temporary storage and use of such Hazardous Substances as are used in the ordinary course of Tenant's business and related to the Permitted Use and further provided such Hazardous Substances are at all times properly stored, used and disposed of in a manner and location (and any above-ground or underground storage tanks or system are properly licensed, operated and maintained) in compliance with all Environmental Laws and other applicable laws. Any such Hazardous Substances which are not Permitted Materials shall be immediately removed by Tenant, at Tenant's sole cost and expense, with proper disposal (at a location other than the Premises), and all required cleanup procedures shall be diligently undertaken by Tenant pursuant to all Environmental Laws. Tenant will at all times comply with all Environmental Laws in connection with Tenant's Premises and Tenant's use of Tenant's Premises and Tenant's activities thereon. For purposes of this Lease, "Hazardous Substance " or "Hazardous Substances" means any substance, material or waste which is or becomes regulated or prohibited by any federal, state or local rule or regulation or governmental requirements or requires special handling or notification of any federal, state or local governmental entity in its collection, storage, treatment, handling or disposal, and "Environmental Law" or "Environmental Laws" shall mean any federal, state or local law, statute, ordinance, rule or regulation pertaining to Hazardous Substances, health, environmental conditions, endangered species or industrial hygiene, including any regulations promulgated with regard to any of the above. Tenant acknowledges that Landlord has relied on the above representations, warranties and information furnished by Tenant to Landlord and that Landlord would not have entered into this Lease otherwise.

9.03. SUBORDINATION. This Lease shall be subordinate to all existing and future mortgages, liens, security interests and ground leases on or affecting the Premises and/or the Land. Unless otherwise provided in this Lease, Tenant shall subordinate and attorn to any such mortgage liens, security interests and ground leases. Tenant agrees to execute and deliver, from time to time, a subordination and attornment agreement in the form required by Landlord or Landlord's existing or prospective lender, mortgagee, secured party or ground lessor as well as such other agreements and documentation which are necessary or convenient in the judgment of Landlord or such lender, mortgagee, secured party or Tenant. However, such lenders, mortgagees, secured parties and ground lessors may at any time subordinate their liens, security interests or leases to this Lease by filing a subordination notice in the county real property records without the necessity of notice to Tenant. Tenant waives and holds any such lender, mortgagee, secured party or ground lessor harmless from all claims of Tenant against Landlord arising prior to such lender, mortgagee, security interest or ground lease succeeding to Landlord's ownership interest in the Building and/or Land. The form of the subordination and attornment agreement may be changed as required by Landlord or an existing or prospective lender, mortgagee, secured party or ground lessor.

9.04. ESTOPPEL CERTIFICATES. From time to time, upon 10 days prior written request from Landlord, Tenant shall execute and deliver to Landlord an estoppel certificate in the form reasonably required by Landlord or a prospective purchaser or lender.

9.05. ASSIGNMENTS AND SUBLETTING. Tenant may not sublet, assign, pledge, or mortgage this Lease and may not grant licenses, commissions, or other rights of occupancy to all or any part of the Premises without Landlord's prior written approval, which approval may be withheld in Landlord's sole discretion. Sale, transfer, or merger of the majority of the voting shares or voting partnership interests or voting membership interests in Tenant (if a corporation, partnership or limited liability company), issuance of stock or admission of a new general partner or member shall be considered a sub-lease or an assignment. Landlord shall be entitled to 50% of the excess consideration between Tenant's rental per square foot under this Lease and the rental per square foot under any sub-lease or assignment. Approval by Landlord of any sub-lease or assignment shall not release Tenant from any obligation under this Lease and shall not constitute approval for any subsequent subletting or assignment. Sub-tenants or assignees shall be liable for all of Tenant's obligations under this Lease unless otherwise specified and agreed to by Landlord in writing. Landlord, at Landlord's option, whether upon a default by Tenant or otherwise, may require any sub-tenant or assignee to pay all sub-lease rentals and other sums due under this Lease or any sub-lease agreement or assignment directly to Landlord, to be credited against sums owed to Landlord by Tenant under this Lease.

9.06. NOTICES. Whenever written notice is required or permitted under this Lease, such notice shall be in writing and shall be either (a) hand delivered personally to the party being notified or delivered to or inside such party's mailing address, (b) by overnight express or local delivery service, (c) facsimile transmission to such party's facsimile number, or (d) mailed to such party's mailing address by certified mail, return receipt requested, postage prepaid. The mailing address of Landlord shall be the address to which Tenant normally mails or delivers the Rent. The mailing address of Tenant shall be the Premises. Addresses can be changed upon seven (7) days notice to the other party.

9.07. NON-WAIVER. The acceptance of monies past due or the failure to complain of any action, non-action, delayed payment, or default, whether singular or repetitive, shall not constitute a waiver of rights or obligations under this Lease. Landlord's or Tenant's waiver of any right or any default shall not constitute waiver of other rights, violations, defaults, or subsequent rights, violations, or defaults under this Lease. No act or omission by Landlord or Landlord's agents shall be deemed an acceptance or surrender of the Premises, and no agreement by Landlord to accept a surrender of the Premises shall be valid unless it is in writing and signed by Landlord.

9.08. ATTORNEY'S FEES AND OTHER EXPENSES. In any lawsuit or proceeding with regard to this Lease, the prevailing party shall be entitled to recover reasonable attorney's fees from the non-prevailing party, plus all out-of-pocket expenses. All delinquent sums due by Landlord or Tenant shall bear interest at the maximum lawful rate of interest, compounded annually, from date of default until paid, plus any late payment fees.

9.09. FORCE MAJEURE. Whenever a period of time is herein prescribed for action to be taken by Landlord or Tenant, Landlord or Tenant, as applicable, shall not be liable or responsible for, and there shall be excluded from the computation for any such period of time, any delays due to strikes, riots, acts of God, shortages of labor or materials, war, governmental laws, regulations or restrictions or any other causes of any kind whatsoever which are beyond the reasonable control of Landlord.

9.10. FURTHER ASSURANCES. Each party agrees to execute and deliver any additional documents and instruments, and to perform any additional acts necessary or appropriate to perform or carry out the transactions contemplated by this Lease or the rights, duties and obligations of the

parties to this Lease, to correct errors or mistakes in this Lease, to clarify the terms, provisions, and conditions of this Lease and the intentions of the parties to this Lease, or to make revisions or amendments to Lease that may be reasonably necessary to comply with, or make this Lease enforceable under, the laws of the state where the Premises are located.

9.11. MISCELLANEOUS. Tenant warrants and represents to Landlord that Tenant and the person signing on behalf of Tenant have the full power, right and authority to execute and enter into this Lease without the joinder, consent or approval of any other person or entity. This Lease shall not be amended or changed except by written instrument, signed by both Landlord and Tenant. This Lease shall be interpreted, construed and enforced under the laws of the state where the Premises are located. If any date of performance or exercise of a right ends on a Saturday, Sunday, or normal business holiday, such date shall be automatically extended through the next business day. Time is of the essence in this Lease. If any provision of this Lease is invalid, illegal or unenforceable under present or future laws, the remainder of this Lease shall not be affected. All obligations and representations of Tenant hereunder shall survive the termination or expiration of this Lease. This Lease and the documents referred to herein contain the entire agreement between Landlord and Tenant and there are no other agreements, either verbal or written, between Landlord and Tenant with regard to the subject matter of this Lease. This Lease shall bind and inure to the benefit of the parties, any guarantors of this Lease, and their respective successors, heirs and assigns (if permitted herein). This Lease may be executed in multiple counterparts and each counterpart shall be deemed to be an original.

[SIGNATURE PAGE FOLLOWS]

[THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK]

EXECUTED to be effective as of, although not necessarily on, the Effective Date set forth above.

LANDLORD

FIKES WHOLESALE, INC., a Texas corporation

By: _____
Kim C. Fikes, CAO

TENANT

CEFCO, a partnership

By: Fikes Investors, Inc., a Texas corporation, a General Partner

By: _____
Raymond W. Smith, President

By: Fikes Investors, Inc. No. 2, a Texas corporation, a General Partner

By: _____
Raymond W. Smith, President

By: Fikes Investors Inc. No. 3, a Texas corporation, a General Partner

By: _____
Raymond W. Smith, President

DESCRIPTION OF PREMISES

(EXHIBIT A to LEASE AGREEMENT)

The real property located at 985 Schillinger Rd S Mobile, Mobile County, Alabama 36608 (more particularly described below), and all buildings, fixtures and improvements located thereon and appurtenances thereto.

TAX PARCEL NUMBER OF REAL PROPERTY: 2809302000001022

LEGAL DESCRIPTION OF REAL PROPERTY:

Lot 3C, Resubdivision Plat Brewer Center Subdivision, Lot 3, as shown on the Plat thereof recorded in instrument #2023001732, of the records in the Office of The Judge of Probate of Mobile County, Alabama.

Together with those certain easements granted by Declaration of Easements, Covenants, And Restrictions dated January 10, 2018 and recorded in Book LR7594, Page 456 and amended by Amendment to Declaration of Easements, Covenants, And Restrictions dated May 29, 2018 and recorded in Book LR7640, Page 1765.

CITY of MOBILE ALCOHOLIC BEVERAGE LICENSE APPLICATION

PLANNING & ZONING DEPARTMENT APPROVAL

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

Business Structure
- ☐ Sole Proprietorship
- ☐ Limited Liability Company (LLC)
- ☐ Corporation

Application Type
- ☐ New Business
- ☑ New Owner
- ☐ Location Change

Transfer License? ☐ No ☑ Yes

Relocation Date:

Description/Type
- ☑ Convenience/Grocery Store
- ☐ Hotel ☐ Lounge/Bar
- ☐ Package Store ☐ Restaurant
- ☐ Other

License Type Applied for with AL ABC Board (MUST match with ABC Board) - check ALL that apply

☐ 010 - Lounge Retail Liquor (Class I) ☐ 011 - Lounge Retail Liquor (Class II) - Package Store ☐ 020 - Restaurant Retail Liquor
☐ 040 - Retail Beer (On/Off Premises) ☑ 050 - Retail Beer (Off Premises Only) ☐ 060 Retail Table Wine (On/Off Premises)
☑ 070 - Retail Wine (Off Premises Only) ☐ 090 - Wholesale - Beer ☐ 100 - Wholesale - Wine ☐ 110 - Wholesale - Beer & Wine
☐ 140 - Special Events Retail ☐ 160 - Special Events - More than 30 Days ☐ 200 Manufacturer ☐ 220 BrewPub

Legal Business Name	Trade Name (DBA)		
Caseys Marketing Company	Caseys 4809		
Company Physical Address (Street Address, Suite #)	**City**	**State**	**Zip Code**
985 Schillinger Rd S	Mobile	AL	36695

Business Contact Person Information

Name	Title	Phone	Email
Erin Washington	P&A	205-521-8043	ewashington@bradley.com

URBAN DEVELOPMENT DEPARTMENT USE ONLY

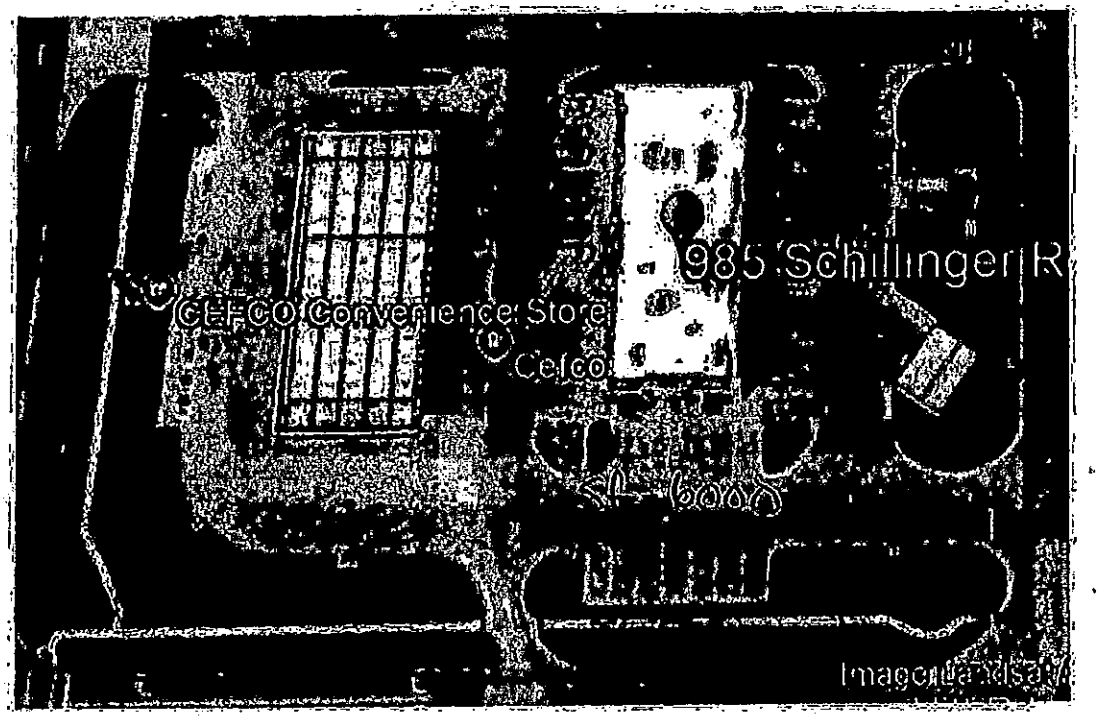
Building Sq Footage	Parking Provided	Parking Required	Compliance	Zoning	Approved
6000	20+	20	yes	B3	yes

Comments

Print Name	Signature	Date
Samara Walley	Samara Walley	5/4/2026

Casey's Marketing Company
d/b/a Casey's Store #4809
985 Schillinger Road S
Mobile, AL 36695

Site (Aerial) Plan



#66647460 v1

Planning & Zoning Department

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

PERMIT NUMBER
ZC-170380-2026
Issue Date: 05/04/2026

ZONING CERTIFICATION

Parcel Number	Street Address	Suite Number
R022809302000001.022.	985 Schillinger Rd S	

Business Name	Issued To	Zoning Districts
Casey's Store #4809	Name: ERIN WASHINGTON Company: Address: 985 Schillinger Rd S MOBILE, AL 36695 Phone: (205) 521-8043	B-3

This Zoning Classification Allows the property to be used for:

Convenience store with food and non-food items, cigarette and tobacco products, beer and fuel sales.

Conditions of Use

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

Issued By: Samara Walley

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

Telephone:251.208.5895 Fax: 251.208.5896

MUNICIPAL ENFORCEMENT DEPARTMENT

TO: Lana Pafenbach, City Clerk's Office

FROM: Gary Jackson, Deputy Director

DATE: **May 4, 2026**

SUBJECT: WEED LIEN GROUP **1677**

Attached, please find Assessment Lists for Weed Lien Group Number **1677** to Acts of Alabama Number 329, adopted April 28, 1988 and Municipal Ordinance Number 65-048, adopted December 5, 2017, the following Resolution Dates are established:

FIRST RESOLUTION (PUBLIC NUISANCE RESOLUTION): 5/12/2026

SECOND RESOLUTION (ABATEMENT/PUBLIC HEARING): 6/16/2026

In the event that any changes, corrections, or deletions are made to subject group, please notify Shelia Dean at 208-1528, as soon as possible.

**********FOR LOT CLEANING OFFICE USE**********

NUISANCE PHOTOS (DATED): 5/14/2026

LEGAL NOTICE DUE TO MOBILE LAGNIAPPE: 5/28/2026

LEGAL NOTICE ADS: 6/3/2026-6/10/2026

POSTING DATE: 6/9/2026

Copy to: Marchetta Taite

	WEED LIEN	
	CONTRACT NUMBER	
	1677	Res. No.
5/12/2026	LOTS TO BE DECLARED	58-
6/16/2026	LOTS FOR PUBLIC HEARING	58-
//2026	LOTS TO BE ASSESSED FOR COST	58-

No.	Address	OLD SRO CASE #	CASE #	Amount Assessed	Dis	N/A CBO
1	707 Marine St	52809	116712		2	
2	2908 Old Shell Rd	77948	116714		1	
3	500 Castile Dr	50971	116716		3	
4	1100 Arlington St	111477	116717		3	
5	553 English St	102130	116718		2	
6	164 Page Ave	80179	116719		1	
7	229 4th Ave	112066	116720		7	
8	6541 Princeton Woods Dr S	52940	116721		7	
9	2054 Holmes Dr	110934	116722		3	
10	6962 Victor Rd	112001	116723		7	
11	1408 Cody Rd	111980	116724		7	
12	2311 Shelby St	110977	116733		2	
13	600 Wilson Ave S	97486	116725		2	
14	1025 Newman Lane	110991	116726		2	
15	604 Clarke St	74077	116727		2	
16	2832 Old Shell Rd	89776	116728		1	
17	1562 Lartigue Ave S	115667	116729		3	
18	121 Gilbert St	116379	116734		2	
19	7125 Tangerine Ave	114474	116731		7	
20	0 Butler St	71752	116732		1	
	Par. No. (29 02 44 0 012 223.XXX)					
				$ -		

Numbers of lots cut	District total for this group
1	4
2	7
3	4
4	0
5	0
6	0
7	5
	20

Numbers of lots cut	
1	
2	
3	
4	
5	
6	
7	
	0

*ADD Added in from other Groups
*CBO Cut By Owner
*N/A Taken out by Inspector

*CBD Cut Before Declared
*WL Wooded Lot

5-5-26

Marchetta Jaite 5-5-26

A RESOLUTION DECLARING WEEDS GROWING UPON THE STREETS OR SIDEWALKS AND UPON PRIVATE PROPERTY WITHIN THE CORPORATE LIMITS OF THE CITY OF MOBILE TO BE NOXIOUS OR DANGEROUS AND TO BE PUBLIC NUISANCES AND PROVIDING FOR THE ABATEMENT OF SUCH NUISANCES.

WHEREAS, a survey has been made to determine the properties upon which or in front of which noxious or dangerous weeds are growing and the agents or employees of the City of Mobile have obtained the legal description of parcels of property in the City of Mobile upon which or in front of which such weeds are growing, and it has been determined to follow the provisions of Act No. 329 of the Legislature of the State of Alabama, approved on April 28, 1988, and to have caused such weeds to be cut or otherwise abated as public nuisances:

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

SECTION 1: It has been determined by the City Council of Mobile that the weeds growing on the privately owned lots or parcels of land described in Exhibit "A," a copy of which is on file in the Office of the City Clerk and made a part thereof as though set forth in full, known as **Group #1677** under the caption "NOXIOUS OR DANGEROUS WEEDS GROWING ON PROPERTY," are noxious and dangerous, and such weeds are hereby declared to be public nuisances. The properties upon which such weeds are growing are all located within the corporate limits of the City of Mobile, about the streets referred to in the description which are more particularly described in said Exhibit "A."

SECTION 2: The weeds growing on or in front of the above-described parcels of property shall be abated by the removal of such noxious or dangerous weeds or they will be removed and the nuisances abated by the City of Mobile, in which case the cost of such removal will be assessed against the respective parcels of lands from which such weeds are removed, and such cost will constitute a lien upon such respective parcels of land until paid. A public meeting is hereby called to be held in the Auditorium of the Mobile Government Plaza, 205 Government Street, Mobile, Alabama, on the **16th day of June, 2026**, at ten thirty a.m., for the purpose of hearing any objections to the declarations contained in this resolution and to the proposed removal of such weeds, at which time all objections will be heard and given due consideration by the City Council of Mobile; and it is directed that there shall be conspicuously posted in front of each parcel of property, a notice headed "NOTICE TO DESTROY WEEDS," such heading to be in words not less than one inch in height and substantially in the form set out in such Act No. 329, approved April 29, 1988.

Adopted:

_____

City Clerk

2026

RESOLUTION

Sponsored by: Mayor Spiro Cheriogotis

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MOBILE, ALABAMA, that the Mayor, upon nomination by City Supervisors, recommends to the City Council that it authorize awards, pursuant to Section 11-40-22 Code of Alabama 1975, of $500 to the following employee:

- **May 2026 – Michelle Thompson (Employee # 20711) Build Mobile: Permitting**

This employee is to be commended for their exemplary work performance or innovations that significantly reduce costs or results in an outstanding improvement in service to the public.

Adopted:

City Clerk

60- 2026

R E S O L U T I O N

Sponsored by: Mayor Spiro N. Cheriogotis

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MOBILE, ALABAMA, that the Mayor, upon nomination by City supervisors, recommends to the City Council that it authorize awards, pursuant to Section 11-40-22 Code of Alabama 1975, of $500 each to the following employee:

April 2026: Nicolas Ruiz

The employee is to be commended for his exemplary work performance or innovations that significantly reduce costs or result in an outstanding improvement in service to the public.

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 **$1,500.00** to **Floretta P. Carson Visual & Performing Arts Academy**,* from the *District 1 Discretionary Fund (10041020 42080)*; and

WHEREAS, *to **Floretta P. Carson Visual & Performing Arts Academy**,* 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 ***Floretta P. Carson Visual & Performing Arts Academy**,* will be used to *assist with the upcoming inaugural Spring Foundation Gala 2026.*

NOW, THEREFORE, BE IT RESOLVED that the Mobile City Council hereby finds and determines that an appropriation *of **$1,500.00** to **Floretta P. Carson Visual & Performing Arts Academy**,* 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* ***Mobile (AL) Alumni Chapter, Kappa Alpha Psi Fraternity, Inc.****,* from the *District 1 Discretionary Fund (10041020 42080)*; and

WHEREAS, *to* ***Mobile (AL) Alumni Chapter Kappa Alpha Psi Fraternity, Inc.****,* is an Alabama non-profit corporation which provides a service to the community; and

WHEREAS, the Attorney General of the State of Alabama has opined that the granting of public funds to private groups or corporations is proper if the City Council determines that the same serves a public purpose; and

WHEREAS, the Mobile City Council determines that this appropriation to ***Mobile (AL) Alumni Chapter Kappa Alpha Psi Fraternity, Inc.****,* will be used to *assist with the "Breakfast With Santa" on December 13, 2025.*

NOW, THEREFORE, BE IT RESOLVED that the Mobile City Council hereby finds and determines that an appropriation *of* ***$1,000.00*** *to* ***Mobile (AL) Alumni Chapter Kappa Alpha Psi Fraternity, Inc.****,* for the purposes described hereinabove and pursuant to language in the request serves a public purpose and the Council further approves and directs the payment of same.

Adopted:

_____
City Clerk

RESOLUTION TO DETERMINE CERTAIN EXPENDITURES
SERVE A PUBLIC PURPOSE AND APPROVE PAYMENT

Sponsored by: Councilmembers C. J. Small, District 3

WHEREAS, *Councilmember Small wishes to appropriate* ***$2,000.00*** *to* ***INNERGY Dance Experience****,* from the *District 3 Discretionary Fund (10041020 42080)*; and

WHEREAS, ***INNERGY Dance Experience****,* 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 ***INNERGY Dance Experience****,* will be used to *assist with upcoming events.*

NOW, THEREFORE, BE IT RESOLVED that the Mobile City Council hereby finds and determines that an appropriation *of* ***$2,000.00*** *to* ***INNERGY Dance Experience****,* 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 Ben Reynolds

WHEREAS, *Councilmember Reynolds wishes to appropriate* ***$500.00*** *to* ***INNERGY Dance Experience***, from the *District 4 Discretionary Fund (10041020 42080)*; and

WHEREAS, ***INNERGY Dance Experience***, 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 ***INNERGY Dance Experience***, will be used to *assist with upcoming events.*

NOW, THEREFORE, BE IT RESOLVED that the Mobile City Council hereby finds and determines that an appropriation *of* ***$500.00*** *to* ***INNERGY Dance Experience***, 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: Mayor Spiro N. Cheriogotis

WHEREAS, Mayor Cheriogotis wishes to appropriate **$1000.00** to P.L. Wilson Detachment of the Marine Corps League, Incorporated from District 8 Discretionary Fund (10041020 42080); and

WHEREAS, P.L. Wilson Detachment of the Marine Corps League, Incorporated 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 P.L. Wilson Detachment of the Marine Corps League, Incorporated will be used to support the Veterans Helping Veterans Car Show at Battleship Memorial Park.

NOW, THEREFORE, BE IT RESOLVED that the Mobile City Council hereby finds and determines that an appropriation of **$1000.00** to P.L. Wilson Detachment, of the Marine Corps League, Incorporated 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

OFFICE OF THE MAYOR

MOBILE
ALABAMA

April 29, 2026

Mr. Logan Gewin
Executive Director, Finance
City of Mobile

Dear Logan,

Please transfer $1,000.00 from the Mayor's Discretionary funds to P. L. Wilson Detachment, 447 Marine Corp League for the purpose of supporting the Veterans Helping Veterans Car Show at Battleship Memorial Park in September, 2026.

The point of contact will be Mr. Tom Claxton, tclaxton73@gmail.com and his phone # is (251) 767-8489.

Sincerely,

Spiro N. Cheriogotis
Mayor

Cc: Donna Bryars, Deputy Director, Finance
Ricardo Woods, City Attorney
James Barber, Chief of Operations

VETERANS HELPING VETERANS

ANNUAL CAR SHOW & JEEP BASH ON THE BAY



Battleship Memorial Park
2703 Battleship Parkway
Mobile, AL 36602

P.L. WILSON DETACHMENT MARINE CORPS LEAGUE SEMPER FIDELIS MOBILE, ALABAMA

September 12th
0700 - 1400

- Scan QR code to pre-register
- Gate Fee: $35
- *Registration managed by the Car Pro Program*

Judging: Bayou Sara Church Car Club

Sponsor: P.L. Wilson Detachment 447, Marine Corps League

Click Co-Sponsors names or logos to be directed to their sites:

Co-Sponsors:

- Mobile County, Alabama
- Mobile City, Alabama
- Gardberg & Kemmerly, Attorneys at Law
- Mobile County Sheriff's Office
- Mobile County District Attorney's Office
- Aylstock Witkin Kreis Overholtz, PLC

Contact:

Tom Claxton – 251-767-8489
Tclaxton73@gmail.com

AYLSTOCK WITKIN KREIS OVERHOLTZ, PLC

MOBILE COUNTY SHERIFF'S OFFICE
SHERIFF PAUL BURCH

MOBILE ALABAMA

GARDBERG & KEMMERLY

CAPITAL CONTRACT SUMMARY SHEET

AGENDA ITEM SUMMARY SHEET

Print Page | Reset

Agenda of: 12 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 A and D Remodeling

PURPOSE & SCOPE OF PROJECT:
To approve issuance of purchase order to A and D Remodeling for Figures Park entrance improvements .
CIP Figures Park Fortune Entrance

RESOLUTION ☒ ORDINANCE ☐ OTHER ☐

AMOUNT OF CONTRACT: $24,620.57

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; price quotes

How many bidders received bid packages (if applicable): 3

How many bidders submitted bids (if applicable): 2

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
11513	2026	(3030) REAL ESTATE ASSET MANAGEMENT	FIGURES PARK ENTRANCE IMPROVEMENTS (PRICE BELOW BID REQUIREMENT)	$24,620.57	(297784) A AND D REMODELING

Adopted:

_____
City Clerk

Bill To	Requisition 00011513-00 FY 2026
ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Acct No: 2000.80.00.0000.0000.0000.0000.0000.48010. Review: Buyer: 9105paij Status: Approved Page 1

Vendor	Ship To
A AND D REMODELING 11130 ORA LANE MOBILE, AL 36608 Tel#2514021144	REAL ESTATE ASSET MANAGEMENT 205 GOVERNMENT STREET 5TH FLR S TOWER ROOM 547 MOBILE, AL 36644 CHUCK.BABIN@CITYOFMOBILE.GOV
	Deliver To REAL ESTATE ASSET MANAGEMENT 205 GOVERNMENT STREET 5TH FLR S TOWER ROOM 547 MOBILE, AL 36644

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
04/30/26	298784				REAL ESTATE ASSET MANAGEMEN

LN	Description / Account	Qty	Unit Price	Net Price
	General Notes PLEASE CONTRACT CHUCK BABIN @251-208-6035 TO SCHEDULE DELIVERY.			
001	CONCRETE AND PLANTERS	1.00 EACH	16450.00000	16450.00
	1 2000.80.00.0000.0000.0000.0000.0000.48010. E F526-001 .CONSTRUCTN. .			16450.00
	Ship To REAL ESTATE ASSET MANAGEMENT 205 GOVERNMENT STREET 5TH FLR S TOWER ROOM 547 MOBILE, AL 36644			
	Deliver To REAL ESTATE ASSET MANAGEMENT 205 GOVERNMENT STREET 5TH FLR S TOWER ROOM 547 MOBILE, AL 36644			
002	PLAQUE REFURBISHMENT	1.00 EACH	4584.19000	4584.19
	1 2000.80.00.0000.0000.0000.0000.0000.48010. E F526-001 .CONSTRUCTN. .			4584.19

Bill To	Requisition 00011513-00 FY 2026
ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Acct No: 2000.80.00.0000.0000.0000.0000.0000.48010. Review: Buyer: 9105paij Status: Approved Page 2

Vendor	Ship To
A AND D REMODELING 11130 ORA LANE MOBILE, AL 36608 Tel#2514021144	REAL ESTATE ASSET MANAGEMENT 205 GOVERNMENT STREET 5TH FLR S TOWER ROOM 547 MOBILE, AL 36644 CHUCK.BABIN@CITYOFMOBILE.GOV
	Deliver To REAL ESTATE ASSET MANAGEMENT 205 GOVERNMENT STREET 5TH FLR S TOWER ROOM 547 MOBILE, AL 36644

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
04/30/26	298784				REAL ESTATE ASSET MANAGEMEN

LN	Description / Account	Qty	Unit Price	Net Price
	Ship To REAL ESTATE ASSET MANAGEMENT 205 GOVERNMENT STREET 5TH FLR S TOWER ROOM 547 MOBILE, AL 36644 Deliver To REAL ESTATE ASSET MANAGEMENT 205 GOVERNMENT STREET 5TH FLR S TOWER ROOM 547 MOBILE, AL 36644			
003	LABOR FOR REMOVING AND REPLACING PLAQUE	1.00 EACH	250.00000	250.00
	1 2000.80.00.0000.0000.0000.0000.0000.48010. E F526-001 .CONSTRUCTN. .			250.00
	Ship To REAL ESTATE ASSET MANAGEMENT 205 GOVERNMENT STREET 5TH FLR S TOWER ROOM 547 MOBILE, AL 36644 Deliver To REAL ESTATE ASSET MANAGEMENT 205 GOVERNMENT STREET 5TH FLR S TOWER ROOM 547 MOBILE, AL 36644			

Bill To	Requisition 00011513-00 FY 2026
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	2000.80.00.0000.0000.0000.0000.0000.48010.
MOBILE, AL	Review:
36601	Buyer: 9105paij
vendorinvoices@cityofmobile.org	Status: Approved Page 3

Vendor	Ship To
A AND D REMODELING	REAL ESTATE ASSET MANAGEMENT
11130 ORA LANE	205 GOVERNMENT STREET
	5TH FLR S TOWER ROOM 547
	MOBILE, AL 36644
MOBILE, AL 36608	CHUCK.BABIN@CITYOFMOBILE.GOV
Tel#2514021144	
	Deliver To
	REAL ESTATE ASSET MANAGEMENT
	205 GOVERNMENT STREET
	5TH FLR S TOWER ROOM 547
	MOBILE, AL 36644

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
04/30/26	298784				REAL ESTATE ASSET MANAGEMEN

LN	Description / Account	Qty	Unit Price	Net Price
004	SHIPPING OF PLAQUE TO BRONZE MEMORIALS	1.00 EACH	125.00000	125.00
	1 2000.80.00.0000.0000.0000.0000.0000.48010. E F526-001 .CONSTRUCTN. .			125.00
	Ship To REAL ESTATE ASSET MANAGEMENT 205 GOVERNMENT STREET 5TH FLR S TOWER ROOM 547 MOBILE, AL 36644			
	Deliver To REAL ESTATE ASSET MANAGEMENT 205 GOVERNMENT STREET 5TH FLR S TOWER ROOM 547 MOBILE, AL 36644			
005	OVERHEAD AND PROFIT	1.00 EACH	3211.38000	3211.38
	1 2000.80.00.0000.0000.0000.0000.0000.48010. E F526-001 .CONSTRUCTN. .			3211.38

Bill To	Requisition 00011513-00 FY 2026
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	2000.80.00.0000.0000.0000.0000.0000.48010.
MOBILE, AL	Review:
36601	Buyer: 9105paij
vendorinvoices@cityofmobile.org	Status: Approved Page 4

Vendor	Ship To
A AND D REMODELING	REAL ESTATE ASSET MANAGEMENT
11130 ORA LANE	205 GOVERNMENT STREET
	5TH FLR S TOWER ROOM 547
	MOBILE, AL 36644
MOBILE, AL 36608	CHUCK.BABIN@CITYOFMOBILE.GOV
Tel#2514021144	
	Deliver To
	REAL ESTATE ASSET MANAGEMENT
	205 GOVERNMENT STREET
	5TH FLR S TOWER ROOM 547
	MOBILE, AL 36644

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
04/30/26	298784				REAL ESTATE ASSET MANAGEMEN

LN	Description / Account	Qty	Unit Price	Net Price

Ship To
REAL ESTATE ASSET MANAGEMENT
205 GOVERNMENT STREET
5TH FLR S TOWER ROOM 547
MOBILE, AL 36644

Deliver To
REAL ESTATE ASSET MANAGEMENT
205 GOVERNMENT STREET
5TH FLR S TOWER ROOM 547
MOBILE, AL 36644

Requisition Link

Requisition Total 24620.57

***** Project Ledger Summary Section *****

Account	Amount	Remaining Budget
E F526-001 .CONSTRUCTN. .	24620.57	26379.43

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

Account	Amount	Remaining Budget
2000.80.00.0000.0000.0000.0000.0000.48010.	24620.57	199932.32

CAPITAL IMPROVEMENTS FUND EXP CONSTRUCTION

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

Activity	Date	Clerk	Comment
Approved	04/27/26	CARLEEN STOUT	approved!
Approved	04/27/26	CHAD HOLM	Auto approved by: 910518486
Approved	05/01/26	CARLEEN STOUT	approved!

Bill To	Requisition 00011513-00 FY 2026
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	2000.80.00.0000.0000.0000.0000.0000.48010.
MOBILE, AL	Review:
36601	Buyer: 9105paij
vendorinvoices@cityofmobile.org	Status: Approved Page 5

Vendor	Ship To
A AND D REMODELING	REAL ESTATE ASSET MANAGEMENT
11130 ORA LANE	205 GOVERNMENT STREET
	5TH FLR S TOWER ROOM 547
	MOBILE, AL 36644
MOBILE, AL 36608	CHUCK.BABIN@CITYOFMOBILE.GOV
Tel#2514021144	
	Deliver To
	REAL ESTATE ASSET MANAGEMENT
	205 GOVERNMENT STREET
	5TH FLR S TOWER ROOM 547
	MOBILE, AL 36644

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
04/30/26	298784				REAL ESTATE ASSET MANAGEMEN

LN	Description / Account			Qty	Unit Price	Net Price
	Approved	05/01/26	CHAD HOLM		Auto approved by: 910518486	
	Approved	04/27/26	BRENDA RHODES			
	Approved	04/27/26	TIFFANY HOLLINS		Auto approved by: 910511034	
	Approved	05/04/26	BRENDA RHODES		Auto approved by: 910514227	
	Approved	05/04/26	TIFFANY HOLLINS			
	Rejected	04/28/26	JOHN PAINE		WHO ALSO QUOTED INSTRUCTIONS	
	Approved	05/06/26	DONALD ROSE		Auto approved by: 9105paij	
	Approved	05/06/26	SANDRA LEWIS		Auto approved by: 9105paij	
	Approved	05/06/26	STEVEN KRONINGER		Auto approved by: 9105paij	
	Approved	05/06/26	SAMANTHA COOLEY		Auto approved by: 9105paij	
	Approved	05/06/26	JAMES NEESE		Auto approved by: 9105paij	
	Approved	05/06/26	PATRICIA KENNEDY-JONES		Auto approved by: 9105paij	
	Approved	05/06/26	REBECCA CRUMPLER		Auto approved by: 9105paij	
	Approved	05/06/26	ANNE FOLEY		Auto approved by: 9105paij	
	Approved	05/06/26	JOHN PAINE			

Authorized By: _____ Date: _____
Signature

EXHIBIT 1

To a contractor between:

City of Mobile
Architectural Engineering Department
and the Contractor:

For the following Project:

Figures Park - Fortune Entrance

I. Denial of third party beneficiaries

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

II. No agency created

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

III. CONTRACTORS INSURANCE

For the term of this Agreement, Contractor shall acquire and maintain in full force and effect the following liability and comprehensive insurance issued by a company licensed and qualified to do business in the State of Alabama, which such insurance shall be endorsed to name the City of Mobile as an additional insured, and shall attach to this contract as proof thereof a certificate of insurance issued by an agent licensed and qualified to do business in the State of Alabama:

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

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. Waiver of Subrogation - All policies of insurance shall be endorsed to waive rights of subrogation in favor of City of Mobile.

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

G. 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.

H. Notice of Cancellation – Certificates 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.

I. Certificates of Insurance – General – Within ten (10) calendar days from date of issuance of Contract forms for execution, Contractor shall deliver to the City of Mobile, certificates of insurance (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.

J. 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 City shall have been 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.

Figures Park
Fortune
Entrance
PR-051-25

SPECIFICATIONS

SECTION 01230

ALTERNATIVE BID ITEMS

PART 1 GENERAL

1.1 RELATED DOCUMENTS
Drawings and general provisions of the Contract, including General Conditions and Division 01 Specification Sections, apply to this Section.

1.2 SUMMARY

A. Section Includes
1. Documentation of changes to Contract Sum and/or Contract Time.

B. Contract Documents contain pertinent requirements for materials and methods to accomplish work described herein.

C. Provide alternate costs for inclusion in Contract Sum if accepted by Owner.

1.3 RELATED REQUIREMENTS

A. Owner/Contractor Agreement: Alternates accepted by Owner for incorporation into the Work.

B. Individual specification sections identified.

1.4 PROCEDURES

A. Alternates will be exercised at the option of Owner.

B. Coordinate related work and modify surrounding work as required to complete the work, including changes under each Alternate, when acceptance is designated in Owner/Contractor Agreement.

1.5 DESCRIPTION OF ALTERNATES

A. Alternate #1:

PART 2 PRODUCTS Not used

PART 3 EXECUTION Not used

END OF SECTION

SECTION 033000
CAST-IN-PLACE CONCRETE

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 01 Specification Sections, apply to this Section.

1.2 SUMMARY

A. Section includes cast-in-place concrete, including formwork, reinforcement, concrete materials, mixture design, placement procedures, and finishes.

1.3 DEFINITIONS

A. Cementitious Materials: Portland cement alone or in combination with one or more of the following: blended hydraulic cement, fly ash, slag cement, other pozzolans, and silica fume; materials subject to compliance with requirements.

B. W/C Ratio: The ratio by weight of water to cementitious materials.

1.4 ACTION SUBMITTALS

A. Product Data: For each type of product.

B. Design Mixtures: For each concrete mixture. Submit alternate design mixtures when characteristics of materials, Project conditions, weather, test results, or other circumstances warrant adjustments.

1. Indicate amounts of mixing water to be withheld for later addition at Project site.

1.5 INFORMATIONAL SUBMITTALS

A. Material Certificates: For each of the following, signed by manufacturers:

1. Cementitious materials.
2. Admixtures.
3. Form materials and form-release agents.
4. Steel reinforcement and accessories.
5. Curing compounds.
6. Bonding agents.
7. Adhesives.
8. Repair materials.

B. Formwork Shop Drawings: Prepared by or under the supervision of a qualified professional engineer, detailing fabrication, assembly, and support of formwork.

1. Shoring and Reshoring: Indicate proposed schedule and sequence of stripping formwork, shoring removal, and reshoring installation and removal.

C. Field quality-control reports.

1.6 QUALITY ASSURANCE

A. Installer Qualifications: A qualified installer who employs on Project personnel qualified as ACI-certified Flatwork Technician and Finisher and a supervisor who is an ACI-certified Concrete Flatwork Technician.

B. Manufacturer Qualifications: A firm experienced in manufacturing ready-mixed concrete products and that complies with ASTM C 94/C 94M requirements for production facilities and equipment.

1. Manufacturer certified according to NRMCA's "Certification of Ready Mixed Concrete Production Facilities."

C. Testing Agency Qualifications: An independent agency qualified according to ASTM C 1077 and ASTM E 329 for testing indicated.

1. Personnel conducting field tests shall be qualified as ACI Concrete Field Testing Technician, Grade 1, according to ACI CP-1 or an equivalent certification program.
2. Personnel performing laboratory tests shall be ACI-certified Concrete Strength Testing Technician and Concrete Laboratory Testing Technician, Grade I. Testing agency laboratory supervisor shall be an ACI-certified Concrete Laboratory Testing Technician, Grade II.

1.7 DELIVERY, STORAGE, AND HANDLING

A. Steel Reinforcement: Deliver, store, and handle steel reinforcement to prevent bending and damage.

1.8 FIELD CONDITIONS

A. Hot-Weather Placement: Comply with ACI 301 (ACI 301M) and as follows:

1. Maintain concrete temperature below 90 deg F (32 deg C) at time of placement. Chilled mixing water or chopped ice may be used to control temperature, provided water equivalent of ice is calculated to total amount of mixing water. Using liquid nitrogen to cool concrete is Contractor's option.
2. Fog-spray forms, steel reinforcement, and subgrade just before placing concrete. Keep subgrade uniformly moist without standing water, soft spots, or dry areas.

PART 2 - PRODUCTS

2.1 CONCRETE, GENERAL

A. ACI Publications: Comply with the following unless modified by requirements in the Contract Documents:

1. ACI 301 (ACI 301M).
2. ACI 117 (ACI 117M).

2.2 FORM-FACING MATERIALS

A. Smooth-Formed Finished Concrete: Form-facing panels that provide continuous, true, and smooth concrete surfaces. Furnish in largest practicable sizes to minimize number of joints.

1. Plywood, metal, or other approved panel materials.
2. Exterior-grade plywood panels, suitable for concrete forms, complying with DOC PS 1, and as follows:
   a. B-B (Concrete Form), Class 1 or better; mill oiled and edge sealed.

B. Rough-Formed Finished Concrete: Plywood, lumber, metal, or another approved material. Provide lumber dressed on at least two edges and one side for tight fit.

C. Chamfer Strips: Wood, 3/4 by 3/4 inch minimum.

D. Form-Release Agent: Commercially formulated form-release agent that does not bond with, stain, or adversely affect concrete surfaces and does not impair subsequent treatments of concrete surfaces.

1. Formulate form-release agent with rust inhibitor for steel form-facing materials.

E. Form Ties: Factory-fabricated, removable or snap-off glass-fiber-reinforced plastic or metal form ties designed to resist lateral pressure of fresh concrete on forms and to prevent spalling of concrete on removal.

1. Furnish units that leave no corrodible metal closer than 1 inch to the plane of exposed concrete surface.
2. Furnish ties that, when removed, leave holes no larger than 1 inch in diameter in concrete surface.
3. Furnish ties with integral water-barrier plates to walls indicated to receive dampproofing or waterproofing.

2.3 STEEL REINFORCEMENT

A. Reinforcing Bars: ASTM A 615, Grade 60, deformed.

2.4 CONCRETE MATERIALS

A. Cementitious Materials:

1. Portland Cement: ASTM C 150/C 150M, Type II, gray.

B. Normal-Weight Aggregates: ASTM C 33/C 33M, coarse aggregate or better, graded. Provide aggregates from a single source.

1. Maximum Coarse-Aggregate Size: 3/8 inch (9.5 mm) nominal.
2. Fine Aggregate: Free of materials with deleterious reactivity to alkali in cement.

C. Air-Entraining Admixture: ASTM C 260/C 260M.

D. Chemical Admixtures: Certified by manufacturer to be compatible with other admixtures and that do not contribute water-soluble chloride ions exceeding those permitted in hardened concrete. Do not use calcium chloride or admixtures containing calcium chloride.

1. Water-Reducing Admixture: ASTM C 494/C 494M, Type A.
2. Retarding Admixture: ASTM C 494/C 494M, Type B.
3. Water-Reducing and Retarding Admixture: ASTM C 494/C 494M, Type D.
4. High-Range, Water-Reducing Admixture: ASTM C 494/C 494M, Type F.
5. High-Range, Water-Reducing and Retarding Admixture: ASTM C 494/C 494M, Type G.
6. Plasticizing and Retarding Admixture: ASTM C 1017/C 1017M, Type II.

E. Set-Accelerating Corrosion-Inhibiting Admixture: Commercially formulated, anodic inhibitor or mixed cathodic and anodic inhibitor; capable of forming a protective barrier and minimizing chloride reactions with steel reinforcement in concrete and complying with ASTM C 494/C 494M, Type C.

1. Products: Subject to compliance with requirements, available products that may be incorporated into the Work include, but are not limited to, the following:

a. SIKA Ferroguard 901 or 903

F. Non-Set-Accelerating Corrosion-Inhibiting Admixture: Commercially formulated, non-set-accelerating, anodic inhibitor or mixed cathodic and anodic inhibitor; capable of forming a protective barrier and minimizing chloride reactions with steel reinforcement in concrete.

1. Products: Subject to compliance with requirements, available products that may be incorporated into the Work include, but are not limited to, the following:

a. MCI -2008 ViaCorr

G. Water: ASTM C 94/C 94M and potable.

2.5 CURING MATERIALS

A. Evaporation Retarder: Waterborne, monomolecular film forming, manufactured for application to fresh concrete.

B. Absorptive Cover: AASHTO M 182, Class 2, burlap cloth made from jute or kenaf, weighing approximately 9 oz./sq. yd. (305 g/sq. m) when dry.

C. Moisture-Retaining Cover: ASTM C 171, polyethylene film or white burlap-polyethylene sheet.

D. Water: Potable.

E. Clear, Solvent-Borne, Membrane-Forming Curing and Sealing Compound: ASTM C 1315, Type 1, Class A.

2.6 RELATED MATERIALS

A. Bonding Agent: ASTM C 1059/C 1059M, Type II, non-redispersible, acrylic emulsion or styrene butadiene.

B. Epoxy Bonding Adhesive: ASTM C 881, two-component epoxy resin, capable of humid curing and bonding to damp surfaces, of class suitable for application temperature and of grade to suit requirements, and as follows:

1. Types I and II, nonload bearing, for bonding hardened or freshly mixed concrete to hardened concrete.

2.7 CONCRETE MIXTURES, GENERAL

A. Prepare design mixtures for each type and strength of concrete, proportioned on the basis of laboratory trial mixture or field test data, or both, according to ACI 301 (ACI 301M).

1. Use a qualified independent testing agency for preparing and reporting proposed mixture designs based on laboratory trial mixtures.

B. Cementitious Materials: Limit percentage, by weight, of cementitious materials other than portland cement in concrete as follows:
1. Combined Fly Ash, Pozzolans, and Silica Fume: 35 percent with fly ash or pozzolans not exceeding 25 percent and silica fume not exceeding 10 percent.

C. Limit water-soluble, chloride-ion content in hardened concrete to 0.06 percent by weight of cement.

D. Admixtures: Use admixtures according to manufacturer's written instructions.

1. Use, high-range water-reducing, or plasticizing admixture in concrete, as required, for placement and workability.

2. Use water-reducing and retarding admixture when required by high temperatures, low humidity, or other adverse placement conditions.
3. Use water-reducing admixture in pumped concrete, concrete for heavy-use industrial slabs and parking structure slabs, concrete required to be watertight, and concrete with a w/c ratio below 0.50.
4. Use corrosion-inhibiting admixture in concrete mixtures where indicated.

2.8 CONCRETE MIXTURES

A. Normal-weight concrete.

1. Minimum Compressive Strength: 4000 psi (27.6 MPa) at 28 days.
2. Maximum W/C Ratio: 0.45.
3. Slump Limit: 4 inches (100 mm) before adding high-range water-reducing admixture or plasticizing admixture, plus or minus 1 inch (25 mm).
4. Air Content: 5.0 percent, plus or minus 1.5 percent at point of delivery for 1-1/2-inch (38-mm) nominal maximum aggregate size.

2.9 FABRICATING REINFORCEMENT

A. Fabricate steel reinforcement according to CRSI's "Manual of Standard Practice."

2.10 CONCRETE MIXING

PART 3 - EXECUTION

3.1 FORMWORK INSTALLATION

A. Design, erect, shore, brace, and maintain formwork, according to ACI 301 (ACI 301M), to support vertical, lateral, static, and dynamic loads, and construction loads that might be applied, until structure can support such loads.

B. Construct formwork so concrete members and structures are of size, shape, alignment, elevation, and position indicated, within tolerance limits of ACI 117 (ACI 117M).

C. Limit concrete surface irregularities, designated by ACI 347 as abrupt or gradual, as follows:

1. Class A, 1/8 inch (3.2 mm) for smooth-formed finished surfaces.

D. Construct forms tight enough to prevent loss of concrete mortar.

E. Construct forms for easy removal without hammering or prying against concrete surfaces. Provide crush or wrecking plates where stripping may damage cast-concrete surfaces. Provide top forms for inclined surfaces steeper than 1.5 horizontal to 1 vertical.

1. Install keyways, reglets, recesses, and the like, for easy removal.
2. Do not use rust-stained steel form-facing material.

F. Set edge forms, bulkheads, and intermediate screed strips for slabs to achieve required elevations and slopes in finished concrete surfaces. Provide and secure units to support screed strips; use strike-off templates or compacting-type screeds.

G. Provide temporary openings for cleanouts and inspection ports where interior area of formwork is inaccessible. Close openings with panels tightly fitted to forms and securely braced to prevent loss of concrete mortar. Locate temporary openings in forms at inconspicuous locations.

H. Chamfer exterior corners and edges of permanently exposed concrete.

I. Form openings, chases, offsets, sinkages, keyways, reglets, blocking, screeds, and bulkheads required in the Work. Determine sizes and locations from trades providing such items.

J. Clean forms and adjacent surfaces to receive concrete. Remove chips, wood, sawdust, dirt, and other debris just before placing concrete.

K. Retighten forms and bracing before placing concrete, as required, to prevent mortar leaks and maintain proper alignment.

L. Coat contact surfaces of forms with form-release agent, according to manufacturer's written instructions, before placing reinforcement.

3.2 REMOVING AND REUSING FORMS

A. General: Formwork for sides of beams, walls, columns, and similar parts of the Work that does not support weight of concrete may be removed after cumulatively curing at not less than 50 deg F (10 deg C) for 24 hours after placing concrete. Concrete has to be hard enough to not be damaged by form-removal operations and curing and protection operations need to be maintained.

1. Leave formwork for beam soffits, joists, slabs, and other structural elements that support weight of concrete in place until concrete has achieved at least 70 percent of its 28-day design compressive strength.
2. Remove forms only if shores have been arranged to permit removal of forms without loosening or disturbing shores.

B. Clean and repair surfaces of forms to be reused in the Work. Split, frayed, delaminated, or otherwise damaged form-facing material is not acceptable for exposed surfaces. Apply new form-release agent.

C. When forms are reused, clean surfaces, remove fins and laitance, and tighten to close joints. Align and secure joints to avoid offsets. Do not use patched forms for exposed concrete surfaces unless approved by Engineer.

3.3 STEEL REINFORCEMENT INSTALLATION

A. General: Comply with CRSI's "Manual of Standard Practice" for fabricating, placing, and supporting reinforcement.

1. Do not cut or puncture vapor retarder. Repair damage and reseal vapor retarder before placing concrete.

B. Clean reinforcement of loose rust and mill scale, earth, ice, and other foreign materials that reduce bond to concrete.

C. Accurately position, support, and secure reinforcement against displacement. Locate and support reinforcement with bar supports to maintain minimum concrete cover. Do not tack weld crossing reinforcing bars.

D. Set wire ties with ends directed into concrete, not toward exposed concrete surfaces.

E. Install welded-wire reinforcement in longest practicable lengths on bar supports spaced to minimize sagging. Lap edges and ends of adjoining sheets at least one mesh spacing. Offset laps of adjoining sheet widths to prevent continuous laps in either direction. Lace overlaps with wire.

3.4 CONCRETE PLACEMENT

A. Before placing concrete, verify that installation of formwork, reinforcement, and embedded items is complete and that required inspections are completed.

B. Before test sampling and placing concrete, water may be added at Project site, subject to limitations of ACI 301 (ACI 301M) and approval of concrete inspector or engineer on-site.

1. Do not add water to concrete after adding high-range water-reducing admixtures to mixture.

C. Deposit concrete continuously in one layer or in horizontal layers of such thickness that no new concrete is placed on concrete that has hardened enough to cause seams or planes of weakness. If a section cannot be placed continuously, provide construction joints as indicated. Deposit concrete to avoid segregation.

1. Deposit concrete in horizontal layers of depth not to exceed formwork design pressures and in a manner to avoid inclined construction joints.
2. Consolidate placed concrete with mechanical vibrating equipment according to ACI 301 (ACI 301M).
3. Do not use vibrators to transport concrete inside forms. Insert and withdraw vibrators vertically at uniformly spaced locations to rapidly penetrate placed layer and at least 6 inches (150 mm) into preceding layer. Do not insert vibrators into lower layers of concrete that have begun to lose plasticity. At each insertion, limit duration of vibration to time necessary to consolidate concrete and complete embedment of reinforcement and other embedded items without causing mixture constituents to segregate.

D. Deposit and consolidate concrete for floors and slabs in a continuous operation, within limits of construction joints, until placement of a panel or section is complete.

1. Consolidate concrete during placement operations, so concrete is thoroughly worked around reinforcement and other embedded items and into corners.
2. Maintain reinforcement in position on chairs during concrete placement.
3. Screed slab surfaces with a straightedge and strike off to correct elevations.
4. Slope surfaces uniformly to drains where required.
5. Begin initial floating using bull floats or darbies to form a uniform and open-textured surface plane, before excess bleedwater appears on the surface. Do not further disturb slab surfaces before starting finishing operations.

E. Concrete surface shall receive a broom finish.

3.5 MISCELLANEOUS CONCRETE ITEM INSTALLATION

A. Filling In: Fill in holes and openings left in concrete structures after work of other trades is in place unless otherwise indicated. Mix, place, and cure concrete, as specified, to blend with in-place construction. Provide other miscellaneous concrete filling indicated or required to complete the Work.

B. Curbs: Provide monolithic finish to interior curbs by stripping forms while concrete is still green and by steel-troweling surfaces to a hard, dense finish with corners, intersections, and terminations slightly rounded.

3.6 CONCRETE PROTECTING AND CURING

A. General: Protect freshly placed concrete from premature drying and excessive cold or hot temperatures. Comply with ACI 306.1 for cold-weather protection and ACI 301 (ACI 301M) for hot-weather protection during curing.

B. Evaporation Retarder: Apply evaporation retarder to unformed concrete surfaces if hot, dry, or windy conditions cause moisture loss approaching 0.2 lb/sq. ft. x h (1 kg/sq. m x h) before and during finishing operations. Apply according to manufacturer's written instructions after placing, screeding, and bull floating or darbying concrete, but before float finishing.

C. Formed Surfaces: Cure formed concrete surfaces, including underside of beams, supported slabs, and other similar surfaces. If forms remain during curing period, moist cure after loosening forms. If removing forms before end of curing period, continue curing for remainder of curing period.

D. Unformed Surfaces: Begin curing immediately after finishing concrete. Cure unformed surfaces, including floors and slabs, concrete floor toppings, and other surfaces.

E. Cure concrete according to ACI 308.1, by one or a combination of the following methods:

1. Moisture-Retaining-Cover Curing: Cover concrete surfaces with moisture-retaining cover for curing concrete, placed in widest practicable width, with sides and ends

lapped at least 12 inches (300 mm), and sealed by waterproof tape or adhesive. Cure for not less than seven days. Immediately repair any holes or tears during curing period, using cover material and waterproof tape.

3.7 FIELD QUALITY CONTROL

A. Special Inspections: The Engineer of Record shall perform field tests and inspections and prepare test reports as required for “Special Inspections” if required.

B. Testing Agency: Engage a qualified testing and inspecting agency to perform tests and inspections and to submit reports.

C. Inspections:

1. Steel reinforcement placement.
2. Steel reinforcement welding.
3. Headed bolts and studs.
4. Verification of use of required design mixture.
5. Concrete placement, including conveying and depositing.
6. Curing procedures and maintenance of curing temperature.
7. Verification of concrete strength before removal of shores and forms from beams and slabs.
8. Post-installed Anchors.
9. Coating installation.

D. Concrete Tests: Testing of composite samples of fresh concrete obtained according to ASTM C 172/C 172M shall be performed according to the following requirements:

1. Testing Frequency: Obtain one composite sample for each day's pour of each concrete mixture exceeding 5 cu. yd. (4 cu. m), but less than 25 cu. yd. (19 cu. m), plus one set for each additional 50 cu. yd. (38 cu. m) or fraction thereof.
2. Testing Frequency: Obtain at least one composite sample for each 50 cu. yd. (38 cu. m) or fraction thereof of each concrete mixture placed each day.

    a. When frequency of testing provides fewer than five compressive-strength tests for each concrete mixture, testing shall be conducted from at least five randomly selected batches or from each batch if fewer than five are used.

3. Slump: ASTM C 143/C 143M; one test at point of placement for each composite sample, but not less than one test for each day's pour of each concrete mixture. Perform additional tests when concrete consistency appears to change.
4. Air Content: ASTM C 231/C 231M, pressure method, for normal-weight concrete; one test for each composite sample, but not less than one test for each day's pour of each concrete mixture.
5. Concrete Temperature: ASTM C 1064/C 1064M; one test hourly when air temperature is 40 deg F (4.4 deg C) and below or 80 deg F (27 deg C) and above, and one test for each composite sample.
6. Compression Test Specimens: ASTM C 31/C 31M.

a. Cast and laboratory cure two sets of two standard cylinder specimens for each composite sample.

7. Strength of each concrete mixture will be satisfactory if every average of any three consecutive compressive-strength tests equals or exceeds specified compressive strength and no compressive-strength test value falls below specified compressive strength by more than 500 psi (3.4 MPa).
8. Test results shall be reported in writing to Engineer, concrete manufacturer, and Contractor within 48 hours of testing. Reports of compressive-strength tests shall contain Project identification name and number, date of concrete placement, name of concrete testing and inspecting agency, location of concrete batch in Work, design compressive strength at 28 days, concrete mixture proportions and materials, compressive breaking strength, and type of break for both 7- and 28-day tests.
9. Nondestructive Testing: Impact hammer, sonoscope, or other nondestructive device may be permitted by Engineer but will not be used as sole basis for approval or rejection of concrete.
10. Additional Tests: Testing and inspecting agency shall make additional tests of concrete when test results indicate that slump, air entrainment, compressive strengths, or other requirements have not been met, as directed by Engineer. Testing and inspecting agency may conduct tests to determine adequacy of concrete by cored cylinders complying with ASTM C 42/C 42M or by other methods as directed by Engineer.
11. Additional testing and inspecting, at Contractor's expense, will be performed to determine compliance of replaced or additional work with specified requirements.
12. Correct deficiencies in the Work that test reports and inspections indicate do not comply with the Contract Documents.

END OF SECTION 033000

SECTION 04100
MORTAR

PART 1 - GENERAL REQUIREMENTS

1.1 SUMMARY:

A. Description: Provide all mortar required for brick masonry, concrete unit masonry as indicated on plans and specified herein.

B. Related work specified elsewhere:
1. Masonry Reinforcement & Accessories - Section 04160
2. Brick Masonry - Section 04200

1.2 SUBMITTALS: Submit the following to Architect for approval:

A. Submit manufacturers printed product information on all products specified herein, indicating compliance with these specifications. Data shall be accompanied by certificates from manufacturer stating compliance with specifications and be signed and sealed by officer of the corporation.

B. Submit samples as required for testing.

C. Testing laboratory shall perform initial and job-related testing and quality control on mortar. Owner shall bear all costs of testing as required herein to provide and maintain mortar quality specified herein. Contractor shall cooperate and coordinate with testing laboratory for testing and quality controls specified herein.

1.3 DELIVERY, STORAGE AND HANDLING:

A. Deliver, store and handle all materials for mortar to prevent damage or deterioration from weather or other means.

1.4 QUALITY CRITERIA:

A. Comply with all applicable sections of codes, standards and technical data of the following (latest addition).
1. Standard Building Code
2. ASTM
3. BIA

B. Qualifications of Workmen:
1. Mixing of mortar shall be done by persons who are completely familiar with requirements specified herein, equipment to be used, conditions affecting the work.

C. See Brick Masonry, Section 04200, 1.4(c) for sample construction and 1.4.d. for preconstruction conference and Concrete Unit Masonry, Section 04230, 1.4.f for sample panel construction and 1.4(h) for preconstruction conference.

PART 2 - PRODUCTS

2.1 Materials shall comply with requirements indicated herein for materials and related properties as follows:

A. Portland Cement: ASTM C150, Type I

B. Hydrated Lime: ASTM C207, Type M

C. Aggregates: ASTM C144 with 100% passing No. 16 sieve, natural white sand.

D. Water: Clean and potable.

E. Measurements and mixing of mortar ingredients shall be in strict accordance with ASTM 476-71.

PART 3 - EXECUTION

3.1 PREPARATION:

A. Mix no mortar until preconstruction tests are made and approved.

B. Mix no mortar until mixing, batching, measuring, weighing equipment has been inspected and approved by testing laboratory. Contractor shall maintain all equipment in "original approved" condition throughout project.

C. Testing laboratory shall thoroughly instruct person or persons responsible for mortar mixing as to procedures, measurement, etc., prior to mortar production.

3.2 EXECUTION:

A. All cementuous materials, aggregates, water shall be measured, batched and mixed for a period of not less than three (3) minutes nor more than (5) minutes in strict accordance with ASTM C476-71.

B. Maintain clean and operable equipment at all times.

C. Maintain sand storage to exclude any deleterious materials.

D. Control batching, mixing procedures to ensure continued proper proportions and quality mortar specified.

E. Retempering: Mortars that have stiffened because of evaporation of water shall be retempered by adding water as frequently as needed to restore required consistency. Mortar shall be used and placed in final position within 2-1/2 hours after initial mixing.

3.3 CLEANING:

A. See Brick Masonry, Section 04200 for final clean-up.

B. See Concrete Unit Masonry, Section 04230 for final clean-up.

END OF SECTION 04100

SECTION 04160
MASONRY REINFORCEMENT & ACCESSORIES

PART 1 - GENERAL REQUIREMENTS

1.1 SUMMARY:

A. Description: Provide masonry reinforcement and accessories required for this work as indicated on drawings and specified including, but not limited to, the following:
   1. Joint Reinforcement

   B. Related Work Specified Elsewhere:
1. Cast-In-Place Concrete - Section 03300
2. Mortar - Section 04100
3. Brick Masonry - Section 04200
4. Concrete Unit Masonry - Section 04230

1.2 SUBMITTALS:

A. Product Data: Submit manufacturers product data for each item of reinforcement, ties, etc., as specified. Data shall clearly indicate compliance with all items and properties specified herein. Data shall be accompanied by certificates from manufacturer stating compliance with specifications and be signed and sealed by officer of the corporation.

B. Test Reports:

   1. Submit current test reports, performed by independent testing laboratory indicating all properties and performance of items specified herein.

C. Samples: Submit two (2) samples of all items specified herein.

1.3 DELIVERY, STORAGE, AND HANDLING:

A. Deliver, store and handle all reinforcement and accessories to prevent damage or deterioration by corrosion or mechanical means.

1.4 QUALITY CRITERIA:

A. Comply with all applicable sections of codes, standards and technical data of the following (latest addition).

   1. Standard Building Code
   2. ASTM
   3. BIA

B. Qualifications of Workmen:

1. Installation of items specified herein shall be done by persons who are completely familiar with the design requirements indicated in plans and specification, conditions affecting the work and a thorough knowledge of methods and techniques of installation of products specified herein.

C. See Brick Masonry, Section 04200, 1.4.c. for sample panel construction and 1.4.d. for preconstruction conference.

1.5 JOB CONDITIONS:

A. Coordinate and inspect the work under this section with all other trades. Should discrepancies as to any conditions affecting this work be found , do not install items specified herein. Immediately contact Architect for inspection of conditions and resolution of some. Items installed under nonconforming conditions shall be removed and replaced as directed by the Architect at no additional cost to Owner.

PART 2 - PRODUCTS

2.1 MATERIALS:

Materials shall meet or exceed the requirements indicated herein for materials and related properties as follows:

A. Joint Reinforcement:

1. Horizontal joint reinforcement shall be butt welded, truss wire type as follows:

a. Wire: Cold draw, with continuous deformation of longitudinal rod. Longitudinal rods 3/16" diameter; truss rods 9 gauge, welded at 16" o.c.
b. Coating: Hot dip galvanized after fabrication ASTM A153, Class B (1.5 ounces per square foot of wire surface).
c. Width: 2" less than masonry width.
d. Special Shapes: Provide prefabricated corners and tee units.

PART 3 - EXECUTION

3.1 PREPARATION:

A. See 1.5, Job Conditions. Thoroughly inspect all work of other trades prior to installation of all items specified under this section and install all items in strict accordance with manufacturers printed recommendations and as follows:

1. Horizontal joint reinforcement shall be installed as follows:

    a. Continuous with joints lapped minimum of 6" and with full embedment in bed joint as indicated on plan, but at no less than every other course or 1'-4" o.c. vertically.
    b. Horizontal reinforcement for parapets shall be at 8" o.c. vertically maximum.
    c. All masonry openings greater than 1'-0" wide shall have horizontal joint reinforcement in the two courses immediately above and below the opening (8" o.c. vertically) and a minimum of 2'-0" beyond jambs.
    d. Install prefabricated reinforcement at all corners and intersecting walls.
    e. Minimum mortar coverage from exterior shall be 5/8" and ½" elsewhere.
    f. Cut reinforcement at movement joints.

END OF SECTION 04160

SECTION 04200
BRICK MASONRY

PART 1 - GENERAL REQUIREMENTS

1.1 SUMMARY:

A. Description: Provide brick masonry required for this work as indicated on plans and specified herein including, but not limited to, the following:
   1. Brick Pavers

B. Related Work Specified Elsewhere:
   1. Mortar - Section 04100
   2. Masonry Reinforcement and Accessories - Section 04160

1.2 SUBMITTALS: Submit the following to Architect for approval:

A. Submit two (2) sample panels of brick for color/texture approval by Owner and Architect. Samples shall be representative of the widest extremes of variations in color and texture to be experienced.

B. Test Reports:
   1. Submit current test reports, performed by independent testing laboratory, indicating the following properties:
      a. Compressive strength
      b. 24 hour cold water absorption
      c. 4 hour boil absorption
      d. Saturation coefficient
      e. Initial rate of absorption (suction)

C. Prior to delivery, brick manufacturer shall submit to Architect certificates attesting to compliance with test reports, applicable specifications, for grades, types or classes included in the specifications.

1.3 DELIVERY, STORAGE AND HANDLING:

A. Deliver: Transport all brick on wooden pallets. Provide necessary bracing, padding to prevent damage.

B. Load, unload and handle brick to prevent any damage.
C. Store brick off ground to prevent contamination by rain, mud, dust or other materials likely to cause staining or other damaging effects.

1.4 QUALITY CRITERIA:
A. Comply with all applicable sections of codes, standards and technical data of the following (latest addition).
   1. Standard Building Code
   2. ASTM
   3. BIA

B. Qualifications of Workmen:
   1. Cutting, placing of brick masonry shall be done by skilled journeyman masons who are thoroughly experienced with the materials and methods specified and familiar with the design requirements.
   2. Provide one skilled journeyman mason who shall be present at all times during execution of the work of this section and who shall personally direct the execution of this portion of the work.

C. Preconstruction conference shall be held with masons prior to commencing work under this section to review all requirements related to masonry work.

D. See Section 04100 - “Mortar” for field testing and control of mortar quality.

1.5 JOB CONDITIONS:

A. Coordinate the work under this section with all other trades. Should discrepancies as to proper elevations, alignment, plumbness, etc. exist, do not install brick masonry. Immediately contact Architect for inspection of conditions and resolution of same. Brick masonry installed under nonconforming conditions shall be removed and replaced as directed by the Architect at no additional cost to Owner.

PART 2 - PRODUCTS

A. Comply with referenced codes and standards for brick masonry specified herein as follows:
   1. Brick pavers shall match existing size, color, and texture.
   2. Masonry Cleaners Shall be as Follows:
      a. Job mixed detergent solution: Solution of trisodium phosphate (½ cup dry measure) and laundry detergent (½ cup dry measure) dissolved in one gallon of water.
      b. Acidic Cleaners: Manufacturer's standard strength general purpose cleaner designed for new masonry surfaces of type specified; composed of blended organic and inorganic acids combined with special wetting systems and inhibitors; expressly approved for intended use by manufacturer of brick masonry units and mortar colors.

         Submit acid cleaner products to both manufacturers for written approval and application methods, prior to complete product and approval submittal, to Architect for final approval.

PART 3 - EXECUTION

3.1 PREPARATION:

A. See 1.5 Job Conditions. Brick mason shall thoroughly inspect all items affecting his work prior to beginning work under this section.

B. Preconstruction Conference Shall Cover the Following:
   1. Special details
   2. Standards of workmanship
   3. Quality controls of masonry and mortar

4. Attendance mandatory for:
   a. General Contractor Job Superintendent
   b. Masonry Contract and Job Foreman
   c. At least two (2) masons
   d. Representatives from testing laboratory and brick and mortar suppliers

3.2 INSTALLATION:

A. General: Lay all brick masonry in strict accordance with BIA recommendations.

B. Lay no brick unless temperature is 40° and rising and in accordance with BIA recommendations.

C. Lay brick pavers to match existing pattern.

D. Wetting Brick Units: Brick units shall be wetted prior to laying in strict accordance with BIA technical notes #7B, revised.

E. Mortar Joints (Head and Bed) Shall Be Completely Filled and Tooled as Follows:
1. Concrete base should be thoroughly cleaned and slightly dampened, but be surface dry prior to placing mortar bed.
2. Lay setting bed to desired thickness, no more than 2'-0" ahead of laying brick pavers.
3. Butter brick pavers on bottom and edges and shove into bed and adjacent brick. Joints shall be completely filled.
4. Tool joints to match existing when thumbprint hard.
5. Protection: Cover newly laid masonry at the end of each days work to prevent damage from wind or rain.

F. Repair and Pointing:
1. Remove and replace masonry units which are loose, chipped, broken, stained, otherwise damaged or units that do not match adjoining units in color or texture as intended. Provide new units to match adjoining units and install with fresh mortar pointed to eliminate evidence of replacement. 2. Pointing: During tooling of joints, enlarge any voids or holes, completely fill with mortar and point to match existing joints. Prior to Architect's inspection, inspect all joints and point and tool to match adjacent work.

3.3 CLEANING:

A. Generally clean brick at the end of each day.

B. Final Cleaning: Clean masonry after mortar has thoroughly set and cured as follows:
1. Protect adjacent work by covering them with liquid strippable masking agent, polyethylene film, or waterproof masking tape.
2. Remove all mortar particles by hand with wooden paddles or other non-metallic tools.
3. Test cleaning methods on samples wall panel: Leave ½ panel uncleaned for comparison purposes. Obtain Architect's approval of sample cleaning prior to proceeding with cleaning of masonry.

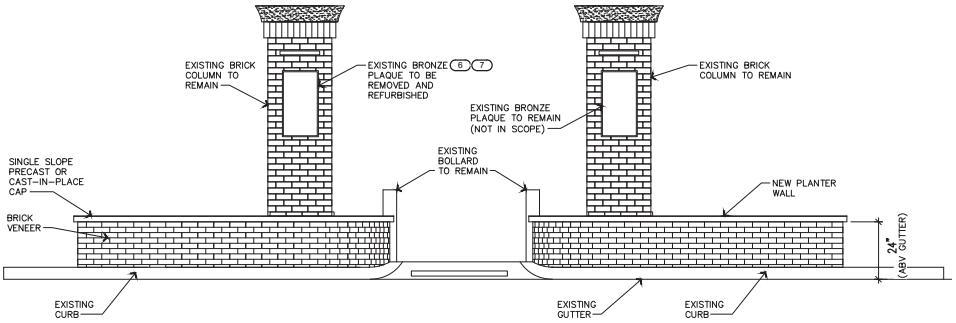
C. Remove all masonry materials and debris from job site upon completion of work described herein, and thoroughly fill, grade to drain and clean all areas used for storage, mixing, etc.

END OF SECTION 04200

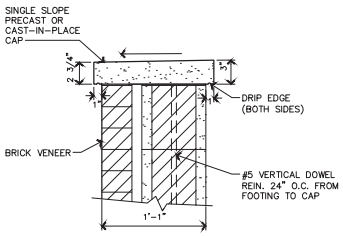
Figures Park
Fortune Entrance
PR-051-25

EXHIBIT 13

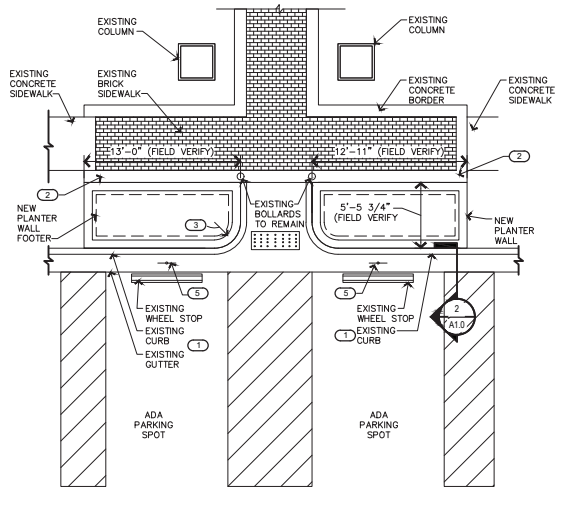
DRAWINGS



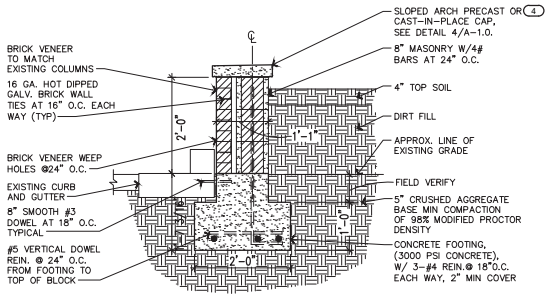
3 ELEVATION
SCALE: 1/8 = 1'-0" (11x17)



4 PLANTER WALL CAP DETAIL
SCALE: 1 = 1'-0" (11x17)



1 PROPOSED PLAN
SCALE: 1/8 = 1'-0" (11x17)



2 PLANTER WALL DETAIL
SCALE: 1/2 = 1'-0" (11x17)

PLAN NOTES:

1. EXCAVATE BELOW EXISTING CURB AND GUTTER.
2. EXCAVATE BELOW EXISTING CONCRETE BORDER.
3. FIELD VERIFY EXISTING RADIUS OF CURB AT RAMP. (TYPICAL)
4. PROVIDE 3" PRECAST CAP SLOPED TO FRONT OF PLANTER WALL. PROVIDE WITH DRIP EDGES. COLOR TO MATCH CAP ON EXISTING COLUMNS.
5. REMOVE EXISTING ADA PARKING SIGN AND POST FOR ADA PARKING SPOT. STORE SIGN FOR REUSE. CORE DRILL EXISTING CONCRETE GUTTER AND REINSTALL SIGN AT LOCATION SHOWN ON PLAN. MOUNT BOTTOM OF SIGN AT 60" MINIMUM ABOVE FINISH GRADE IN COMPLIANCE WITH ADA REQUIREMENTS. CONTRACTOR SHALL REPLACE DAMAGED SIGN IF NECESSARY AND PROVIDE NEW POST AND FOOTING AS REQUIRED FOR A COMPLETE INSTALLATION.
6. REMOVE EXISTING BRONZE PLAQUE. CONTRACTOR IS RESPONSIBLE FOR REPAIRING ANY MASONRY THAT IS DAMAGED BY PLAQUE REMOVAL. PLAQUE TO BE SENT TO BRONZE MEMORIALS INC. (JIM SAVAGE, (772) 924-0083) FOR REFURBISHMENT.
7. INSTALL REFURBISHED PLAQUE WITH NEW COLOR CAST ALUMINUM PHOTO IN ORIGINAL LOCATION. PLAQUE TO BE REFURBISHED BRONZE MEMORIALS INC. COM PARKS DEPARTMENT HAS SUPPLIED PORTRAIT TO VENDOR.

GENERAL NOTES:

1. CONTRACTOR TO FIELD VERIFY DIMENSIONS FOR PLANTER CONSTRUCTION BEFORE COMMENCING PROJECT.
2. TRAFFIC NOT TO BE AFFECTED BY PLANTER CONSTRUCTION.
3. ALL WORK TO BE PERFORMED FROM PROPERTY SIDE.
4. TREES OR ROOTS ARE NOT TO BE AFFECTED BY PLANTER CONSTRUCTION.
5. EXCAVATION AT CURB SHALL BE HAND DUG. AS AN OPTION, CONTRACTOR CAN REMOVE AND REPLACE EXISTING CURB AND GUTTER IN LIEU OF EXCAVATING BELOW EXISTING CURB AND GUTTER. NEW CURB BORDER TO MATCH EXISTING.
6. IF CONTRACTOR IS USING CAST-IN-PLACE (ADD ALTERNATE #1) A MOCK-UP MUST BE PROVIDED FOR APPROVAL BY PROJECT MANAGER BEFORE PRECEDING.

ADD ALTERNATE #1

1. PROVIDE CAST-IN-PLACE CAP INSTEAD OF PRECAST TOP.

CITY OF MOBILE
ARCHITECTURAL ENGINEERING DEPARTMENT
P.O. BOX 1827
MOBILE, ALABAMA 36633
(251) 208-7454

PROJECT
FIGURES PARK
FORTUNE ENTRANCE
658 DONALD STREET D
MOBILE, ALABAMA 36617
COM PROJECT NO. PRO-051-25

ISSUE DATE
APRIL 7, 2026
DRAWN BY
E. MILLER
REVISION SCHEDULE

No.	Date	Description

DRAWING TITLE
PLANTER PLAN & DETAILS
SHEET NUMBER
A1.0

CAPITAL CONTRACT SUMMARY SHEET

AGENDA ITEM SUMMARY SHEET

Agenda of: May 12, 2026

Submitted by:
John Paine, Purchasing Agent

Sponsored by:
Spiro Cheriogotis, INACTIVE

Purpose and Scope of Project:
To approve issuance of purchase order to Crowd Control Industries LCC for 1000 galvanized steel crowd control barricades for Traffic Engineering.

Amount of Contract:
$104,000.00

Funding Source
Capital - Traffic Engineering-Crowd Control Barricades

ATTACHMENTS:
1. 20260506 Crowd Agenda Package POs

REVIEWERS:
Donald Rose
James Barber

AGENDA ITEM SUMMARY SHEET

Print Page | Reset

Agenda of: 12 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 Crowd Control Industries LLC

PURPOSE & SCOPE OF PROJECT:
To approve issuance of purchase order to Crowd Control Industries LCC for 1000 galvanized steel crowd control barricades for Traffic Engineering.
Capital - Traffic Engineering-Crowd Control Barricades

RESOLUTION ☒ ORDINANCE ☐ OTHER ☐

AMOUNT OF CONTRACT: $104,000.00

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 6040

How many bidders received bid packages (if applicable): 16 + web

How many bidders submitted bids (if applicable): 4

If this is not the lowest bid, explain why not:
Low bidder could not provide both types of barricades required.

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
5619	2026	(2060) TRAFFIC ENGINEERING	1000 GALVANIZED STEEL CROWD CONTROL BARRICADES FOR TRAFFIC ENGINEERING (SEALED BID 6040)	$104,000.00	(300353) CROWD CONTROL INDUSTRIES LLC

Adopted:

_____
City Clerk

Bill To	Requisition 00005619-00 FY 2026
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	2000.80.00.0000.0000.0000.0000.0000.47010.
MOBILE, AL	Review:
36601	Buyer: 9105paij
vendorinvoices@cityofmobile.org	Status: Released Page 1

Vendor	Ship To
CROWD CONTROL INDUSTRIES	TRAFFIC ENGINEERING
155 KNICKERBOCKER AVE.	852 GAYLE STREET
	MOBILE, AL 36604
BOHEMIA, NY 11716	JOANNA.ARNETT@CITYOFMOBILE.ORG
Tel#877-623-4279	
	Deliver To
	TRAFFIC ENGINEERING
	852 GAYLE STREET
	MOBILE, AL 36604

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
12/16/25	300353				TRAFFIC ENGINEERING

LN	Description / Account	Qty	Unit Price	Net Price
001	BARRICADE CROWD CONTROL METAL BRIDGE FOOTED. VENDOR TO PROVIDE CROWDMASTER MODEL HD BAR8HD1.5-BF	250.00 EACH	104.00000	26000.00
	1 2000.80.00.0000.0000.0000.0000.0000.47010. E E0042 .CAPEQUIPMT. .			26000.00
	Ship To TRAFFIC ENGINEERING 852 GAYLE STREET MOBILE, AL 36604			
	Deliver To TRAFFIC ENGINEERING 852 GAYLE STREET MOBILE, AL 36604			
002	SINGLE FLAT FOOT HEAVY DUTY CROWD CONTROL BARRICADE VENDOR TO PROVIDE CROWDMASTER HD BAR8HD1. 5-FF FLAT FOOTED BARRICADE AS PERT CITY OF MOBILE BID #6040 AND YOUR QUOTE	750.00 EACH	104.00000	78000.00
	1 2000.80.00.0000.0000.0000.0000.0000.47010. E E0042 .CAPEQUIPMT. .			78000.00

Bill To	Requisition 00005619-00 FY 2026
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	2000.80.00.0000.0000.0000.0000.0000.47010.
MOBILE, AL	Review:
36601	Buyer: 9105paij
vendorinvoices@cityofmobile.org	Status: Released Page 2

Vendor	Ship To
CROWD CONTROL INDUSTRIES	TRAFFIC ENGINEERING
155 KNICKERBOCKER AVE.	852 GAYLE STREET
	MOBILE, AL 36604
BOHEMIA, NY 11716	JOANNA.ARNETT@CITYOFMOBILE.ORG
Tel#877-623-4279	
	Deliver To
	TRAFFIC ENGINEERING
	852 GAYLE STREET
	MOBILE, AL 36604

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
12/16/25	300353				TRAFFIC ENGINEERING

LN	Description / Account	Qty	Unit Price	Net Price

Ship To
TRAFFIC ENGINEERING
852 GAYLE STREET
MOBILE, AL 36604

Deliver To
TRAFFIC ENGINEERING
852 GAYLE STREET
MOBILE, AL 36604

Requisition Link

Requisition Total 104000.00

***** Project Ledger Summary Section *****

Account			Amount	Remaining Budget
E E0042	.CAPEQUIPMT.	.	104000.00	71389.20

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

Account	Amount	Remaining Budget
2000.80.00.0000.0000.0000.0000.0000.47010.	104000.00	

CAPITAL IMPROVEMENTS FUND EXP EQUIPMENT (GREATER $5000)

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

Activity	Date	Clerk	Comment
CCancelled	05/05/26	JOHN PAINE	GL Allocation, GL Allocation c
Approved	12/17/25	ADAM SPENCE	Auto approved by: 91054000
Approved	12/17/25	JENNIFER WHITE	
Approved	05/06/26	ADAM SPENCE	Auto approved by: 91054000
Approved	05/06/26	JENNIFER WHITE	

Bill To	Requisition 00005619-00 FY 2026
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	2000.80.00.0000.0000.0000.0000.0000.47010.
MOBILE, AL	Review:
36601	Buyer: 9105paij
vendorinvoices@cityofmobile.org	Status: Released Page 3

Vendor	Ship To
CROWD CONTROL INDUSTRIES	TRAFFIC ENGINEERING
155 KNICKERBOCKER AVE.	852 GAYLE STREET
	MOBILE, AL 36604
BOHEMIA, NY 11716	JOANNA.ARNETT@CITYOFMOBILE.ORG
Tel#877-623-4279	
	Deliver To
	TRAFFIC ENGINEERING
	852 GAYLE STREET
	MOBILE, AL 36604

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
12/16/25	300353				TRAFFIC ENGINEERING

LN	Description / Account			Qty	Unit Price	Net Price
	Approved	12/17/25	BRENDA RHODES			
	Approved	12/17/25	TIFFANY HOLLINS		Auto approved by: 910511034	
	Approved	12/17/25	RELYA MALLORY		Auto approved by: 910511034	
	Approved	05/06/26	BRENDA RHODES			
	Approved	05/06/26	TIFFANY HOLLINS		Auto approved by: 910511034	
	Queued	05/06/26	DONALD ROSE		Auto approved by: 910511034	
	Queued	05/06/26	SANDRA LEWIS		Auto approved by: 910511034	
	Queued	05/06/26	STEVEN KRONINGER		Auto approved by: 910511034	
	Queued	05/06/26	SAMANTHA COOLEY		Auto approved by: 910511034	
	Queued	05/06/26	JAMES NEESE		Auto approved by: 910511034	
	Queued	05/06/26	PATRICIA KENNEDY-JONES		Auto approved by: 910511034	
	Queued	05/06/26	REBECCA CRUMPLER		Auto approved by: 910511034	
	Queued	05/06/26	ANNE FOLEY		Auto approved by: 910511034	
	Queued	05/06/26	JOHN PAINE		Auto approved by: 910511034	

Authorized By: _____ Date: _____
Signature

BID TABULATION FOR BID #6040

METAL CROWD CONTROL BARRICADES

	FLAT FOOT	BRIDGE FOOT
BARRIER HQ *	93.00	-
ELITE TEXTILE	114.08	115.56
EPIC SOLUTIONS WORL WIDE LLC	118.00	118.00
CROWD OF CONTROL COMPANY	104.00	104.00

ADDENDUM 2

April 14, 2026

RE: City of Mobile Bid #6040 for Metal Crowd Control Barricades

Please consider the following to be Addendum 2 to City of Mobile Bid #6040 for Metal Crowd Control Barricades.

Clarification:

Flat-footed barricade to be 8' 2" in length.

Remove any references to SFI-FF Barricades.

Bridge-footed barricades to be 8' 7" in length.

Flat-footed barricades to have only one (1) foot on one (1) end.

Flat-footed barricade foot is to be stamped COMTE.

Bridge-footed barricades are not stamped.

Add:

Additional Delivery Requirements:

City of Mobile will unload trailer or container. City will provide the necessary equipment and manpower to unload if notified as stated below:

Seller, transporter, or driver to call no less than 48 hours prior to attempting delivery.

City is not responsible for waiting fees if City is not called 48 hours prior to attempting delivery.

No deliveries on Fridays, Saturdays, Sundays, or Mondays.

Deliveries only on Tuesdays, Wednesdays, and Thursdays before 12:01 p.m.

City will not pay waiting fees while truck is being unloaded.

City will not pay re-delivery fees if truck does not arrive on time or is not completely unloaded by the end of the day at 3:00 p.m.

Vendor to notify City of how product will be shipped and how it will be loaded, to enable the City to plan unloading accordingly, and to have the proper equipment for unloading.

CHANGE BID OPENING DATE TO:
12:01 P.M. WEDNESDAY, APRIL 22, 2026.

Thank you for your consideration in this matter.

Sincerely,

John Paine
Purchasing Agent
City of Mobile
JP/lw

ADDENDUM

April 7, 2026

RE: City of Mobile Bid #6040 for Metal Crowd Control Barricades

Please consider the following to be Addendum to City of Mobile Bid #6040 for Metal Crowd Control Barricades.

Add:

For both barricades: Bottom Rail is 1' (12 inches) from the ground.

Bridge Foot Barricade:

The foot on the loop end is smaller than the foot on the hook end of the barricade. See attached/included drawing.

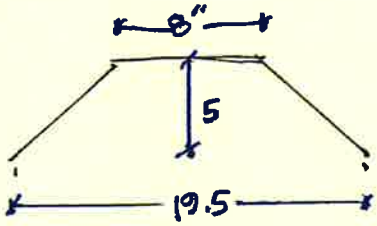
"COMTE" stamp or imprint:

The height and width of the letters shall be such that the stamp is visible once the barricade has been galvanized.

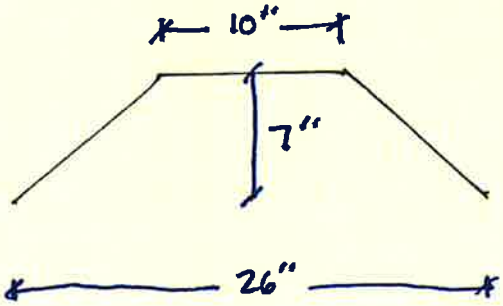
Thank you for your consideration in this matter.

Sincerely,

John Paine
Purchasing Agent
City of Mobile
JP/lw



BRIDGE FOOT ON LOOP SIDE



BRIDGE FOOT ON HOOK SIDE

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	6040	Traffic Engineering	As 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
	METAL CROWD CONTROL BARRICADES						
APPX 700-1200	Crowd-Control Barricades per the Attached Minimum Specifications with 1 bolt on flat foot. Friedrichs Model SF1-FF or equal with one (1) bolt on flat foot. Make_____ Model_____ Upon award the City will purchase a minimum of 700 SF1-FF Barricades with one (1) bolt on flat foot.						
APPX 300-600	Crowd-Control Barricades per the Attached Minimum Specifications with Bridge Feet. Make_____ Model_____ Upon award the City will purchase a minimum of 300 Bridge Footed Barricades. Provide literature and specifications on barricades bid with bid response. All barricades bid must conform to the City of Mobile's existing inventory of Crowd Control Barricades overall height & length, hooking (male & female) placement and length, as well as, the hole placement/height for the bolt-on feet. All Barricades must mate with existing Barricades currently in use by the City of Mobile.						
				TOTAL			

RETURN ONE SIGNED COPY OF THIS BID IN ENCLOSED ENVELOPE

Phone Number _____

Email Address _____

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

Page 2 of 3

All Barricades and components must have permanent identification stamped into the barricade and its component parts, as follows:

This identification installed on the crowd control barricades must take place during fabrication and prior to hot dip galvanizing as follows:

Stamp into the steel as per the following. For the City of Mobile Traffic Engineering stamp with 1/2" Penmanship Print Style all capital letters COMTE. City will approve font prior to production.

All barricade frames are to be stamped on the outer face of the upper female coupling. Stamp COM on the left side and TE on the right side.

All flat fleet (large & small) are to be stamped on the top face COMTE.

At the request of the City prior to award a sample of the identification may need to be evaluated. At the request of the Purchasing Department the vendor shall provide within 7 calendar days a sample of the identification as it would appear on the barricade, as well as, the feet of the barricade, and all hot dipped galvanized prior to being sent to the City of Mobile.

If samples are necessary for evaluation, vendor shall provide a minimum of two (2) samples of a type within 7 calendar days of request of the City of Mobile. If acceptable, the sample barricade will become part of the City's order.

Barricades must gang, or connect, with the existing barricades in use by the City of Mobile.

If barricades are delivered that do not mate with existing barricades, they will be rejected and vendor must remove from City of Mobile property.

All vendors will be required to provide verification of enrollment in the E-Verify program. Additional information may be found at http:// immigration.alabama.gov/

If the successful vendor's principal place of business is out-of-state, vendor may be required to have a Certificate of Authority to do business in the State of Alabama from the Secretary of State prior to issuance of a Purchase Order.

TOTAL

RETURN ONE SIGNED COPY OF THIS QUOTATION IN ENCLOSED ENVELOPE

READ ABOVE INSTRUCTIONS BEFORE QUOTING

Firm Name _____

By _____

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					

Vendors are solely responsible for consulting with the Secretary of State to determine whether a Certificate is required. See: www.sos.alabama.gov/BusinessServices/ForeignCorps.aspx. Please note that the time between application for the issuance of a Certificate of Authority may be several weeks.

Upon notification, vendor will have 10 business days to provide the Certificate of Authority and the E-Verify numbers to the Purchasing Department before award can be completed. (Vendors will possibly need to pay the expedite fee to meet this requirement because application is not sufficient. We must have a copy of the certificate with your Company ID number).

Vendors do not need a City of Mobile Business License or Certificate of Authority from the Alabama Secretary of State, nor the E-Verify for certification to submit a bid, but will need to obtain the Business License and Certificate of Authority verification and/or provide the E-Verify Certification, if applicable, prior to issuance of a Purchase Order.

State of Alabama Local Vendor Preference Law 41-16-50 (a) and (d) will apply to this purchase.

CONE OF SILENCE. From the time of advertising, and until the final award by completion of a signed contract or purchase document issued by the City, there is a prohibition on communication by respondents (or anyone on their behalf) with the City staff and elected officials regarding this request for bids, proposals, or qualifications. This does not apply to communications directly with the Procurement Department staff during authorized question periods, or with designated City staff during pre-bid conferences, interviews, requests for clarification, and written contract negotiations. Breaking the established prohibition on communication, if proven, may result in a disqualification of your submittal.

If you have any questions, please feel free to contact the Purchasing Department at purchasing@cityofmobile.gov.

TO BE AWARDED ON AN ALL OR NONE BASIS.

					TOTAL	

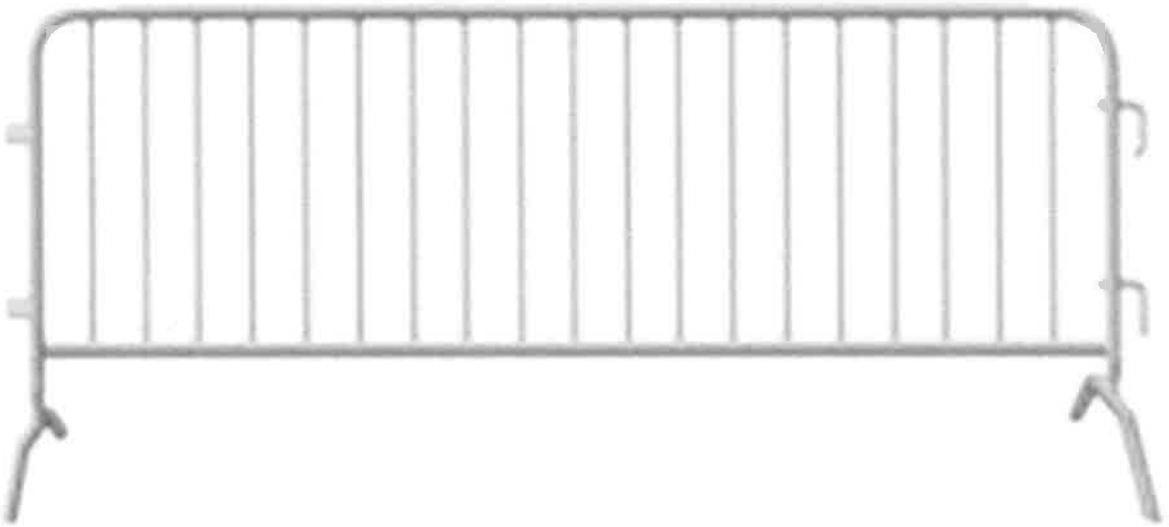
RETURN ONE SIGNED COPY OF THIS QUOTATION IN ENCLOSED ENVELOPE

READ ABOVE INSTRUCTIONS BEFORE QUOTING

Firm Name _____

By _____

Heavy Duty Crowd Control Barricade



Bridge Foot Barricade – Heavy Duty Crowd Control Barricade

Galvanized Finish

Length: 8 ft 7 inches

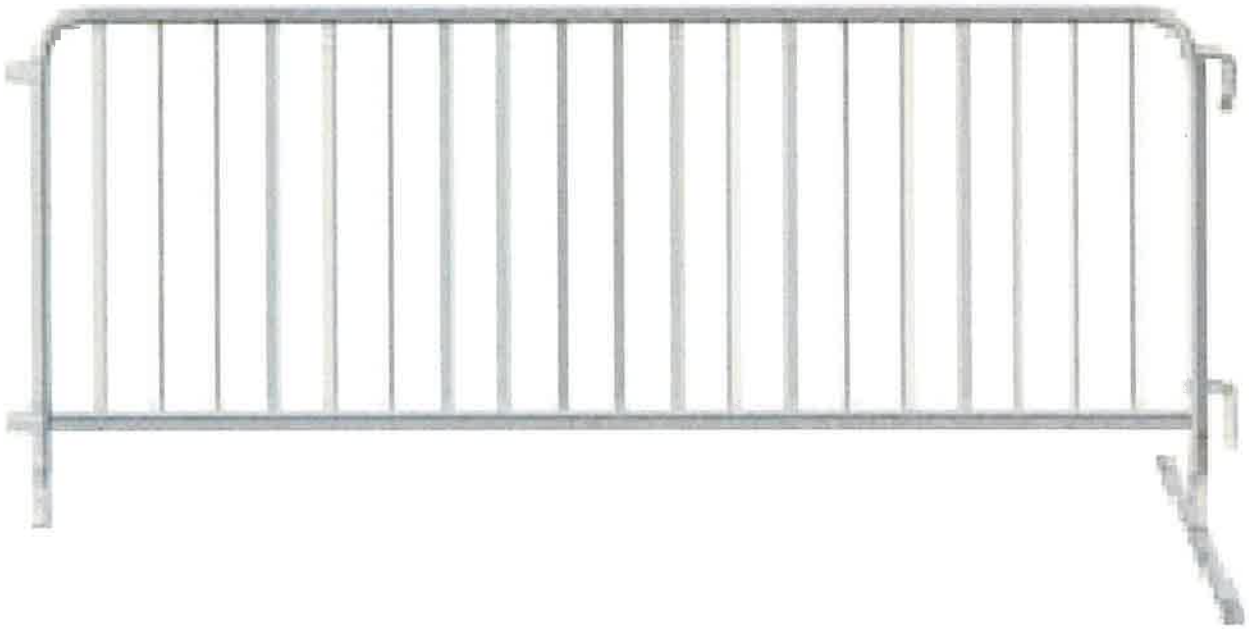
Height: 43 inches

Distance from ground to top hook: 38.5 inches

Distance from ground to bottom hook: 13.5 inches

Distance from ground to top loop: 35.5 inches

Distance from ground to bottom loop: 10.5 inches



Single Flat Foot Heavy Duty Crowd Control Barricade

Galvanized Finish

Length: 8 ft 2 inches

Height: 43 inches

Distance from ground to top hook: 38.5 inches

Distance from ground to bottom hook: 13.5 inches

Distance from ground to top loop: 35.5 inches

Distance from ground to bottom loop: 10.5 inches

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 12, 2026

Submitted by:
John Paine, Purchasing Agent

Sponsored by:
Spiro Cheriogotis, Mayor

Purpose and Scope of Project:
To approve issuance of purchase order to Godwin Land Solutions LLC, for storm drainage vegetation and debris removal - 1501 Satchel Paige Drive to Halls Mill Road.

Amount of Contract:
$23,435.00

Funding Source
General fund.

ATTACHMENTS:
1. 20260501 Godwin Agenda Package POs

REVIEWERS:
Donald Rose
James Barber

AGENDA ITEM SUMMARY SHEET

Print Page | Reset

Agenda of: 12 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 Godwin Land Solutions LLC

PURPOSE & SCOPE OF PROJECT:
To approve issuance of purchase order to Godwin Land Solutions LLC, for storm drainage vegetation and debris removal - 1501 Satchel Paige Drive to Halls Mill Road.
General fund

RESOLUTION ☒ ORDINANCE ☐ OTHER ☐

AMOUNT OF CONTRACT: $23,435.00

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
10953	2026	(2070) PUBLIC SERVICES ADMINISTRATION	STORM DRAINAGE VEGETATION AND DEBRIS REMOVAL – 1501 STACHEL PAIGE DRIVE TO HALLS MILL ROAD (PRICE BELOW BID REQUIREMENT; VENDOR ROTATION POOL)	$23,435.00	(300080) GODWIN LAND SOLUTIONS LLC

Adopted:

_____

City Clerk

Bill To	Requisition 00010953-00 FY 2026
ACCOUNTS PAYABLE	
P O BOX 389	Acct No: 1000.40.20.2070.2096.2070.0000.0000.42155.
MOBILE, AL 36601	Review:
vendorinvoices@cityofmobile.org	Buyer: 9105paij
	Status: Approved Page 1

Vendor
GODWIN LAND SOLUTIONS LLC
1068 PINEMONT DRIVE

MOBILE, AL 36609

Tel#2512726005

Ship To
PUBLIC WORKS ADMIN.
1900 HURTEL STREET
BEFORE 2:30 P.M.
MOBILE, AL 36605
ASHLEY.ADAMS@CITYOFMOBILE.ORG

Deliver To
PUBLIC WORKS ADMIN.
1900 HURTEL STREET
BEFORE 2:30 P.M.
MOBILE, AL 36605

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
04/15/26	300080				PUBLIC SERVICES ADMINISTRAT

LN	Description / Account	Qty	Unit Price	Net Price
001	2026 STORM DRAINAGE DITCH CLEANING PROJECT #VEG-2026-2070-88 1501 SATCHEL PAIGE TO HALLS MILL RD Additional Description Notes --- DISTRICT 3	1.00 EACH	23435.00000	23435.00
	1 1000.40.20.2070.2096.2070.0000.0000.42155.			23435.00

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 23435.00

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

Account	Amount	Remaining Budget
1000.40.20.2070.2096.2070.0000.0000.42155.	23435.00	3137891.46
STORMWATER EXP DITCH MAINTENANCE		

Bill To	Requisition 00010953-00 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
GODWIN LAND SOLUTIONS LLC	PUBLIC WORKS ADMIN.
1068 PINEMONT DRIVE	1900 HURTEL STREET
	BEFORE 2:30 P.M.
	MOBILE, AL 36605
MOBILE, AL 36609	ASHLEY.ADAMS@CITYOFMOBILE.ORG
Tel#2512726005	
	Deliver To
	PUBLIC WORKS ADMIN.
	1900 HURTEL STREET
	BEFORE 2:30 P.M.
	MOBILE, AL 36605

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
04/15/26	300080				PUBLIC SERVICES ADMINISTRAT

LN	Description / Account	Qty	Unit Price	Net Price

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

Activity	Date	Clerk	Comment
Approved	04/15/26	MATTHEW ANDERSON	Auto approved by: 910518244
Approved	04/15/26	SHONNDA SMITH	
Approved	04/15/26	CHERI BOUCHER	Auto approved by: 910518244
Approved	04/15/26	DONALD ROSE	Auto approved by: 9105paij
Approved	04/15/26	SANDRA LEWIS	Auto approved by: 9105paij
Approved	04/15/26	STEVEN KRONINGER	Auto approved by: 9105paij
Approved	04/15/26	SAMANTHA COOLEY	Auto approved by: 9105paij
Approved	04/15/26	JAMES NEESE	Auto approved by: 9105paij
Approved	04/15/26	PATRICIA KENNEDY-JONES	Auto approved by: 9105paij
Approved	04/15/26	REBECCA CRUMPLER	Auto approved by: 9105paij
Approved	04/15/26	ANNE FOLEY	Auto approved by: 9105paij
Approved	04/15/26	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? (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)

INSERT PROJECT NAME; Project Number 20xx-3005-xx

City of Mobile is included as an Additional Insured in respect to all policies (except Workers Compensation and Professional Liability when applicable), which coverage shall be Primary and Non-contributory. Waiver of Subrogation applies in favor of City of Mobile with respect to all policies. Thirty (30) Day Notice of Cancellation, non-renewal or material change shall apply (except 10 days for non-payment).

CERTIFICATE HOLDER	CANCELLATION
City of Mobile P.O. Box 1827 Mobile, Alabama 36633-1827	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE

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EXHIBIT C
E-VERIFY AFFIDAVIT

STATE OF ALABAMA
COUNTY OF MOBILE

AFFIDAVIT OF VENDOR / CONTRACTOR

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

President/CEO of: _____

As a condition for the award of a contract by the City of Mobile to a business entity or employer that employs one or more employees, I hereby attest that in my capacity as _____for _____that said employer shall not knowingly employ, hire for employment, or continue to employ an unauthorized alien.

By signing this contract, the contracting parties affirm, for the duration of the agreement, that they will not violate Federal Immigration Law or knowingly employ, hire for employment, or continue to employ an unauthorized alien within the State of Alabama. Furthermore, a contracting party found to be in violation of this provision shall be deemed in breach of the agreement and shall be responsible for all damages resulting therefrom.

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

CEO of _____

Sworn to and subscribed before me this the _____ day of _____, 20___.

I certify that the affiant is known to me to be the identical party he or she claims to be.

_____
Signature and Seal of Notary Public

EXHIBIT D
RIGHT OF ENTRY AGREEMENT

RIGHT OF ENTRY AGREEMENT

This Right of Entry, ("Agreement") is entered into and effective as of the _____day of _____ 20___ , by and between the City of Mobile, Alabama, a municipal corporation organized and existing under the laws of the State of Alabama (hereinafter, "City"), and:

Property Owner(s):

Mailing Address:

Property Address (if different):

(collectively referred to as "Owner").

RECITALS

WHEREAS, Owner is the lawful owner or authorized representative of the real property located at the address stated above ("the Premises"); and

WHEREAS the City has requested access to the Premises for the limited purpose of performing or facilitating the following work or activity:

Inspection, mowing, trimming, and removal of vegetation and debris within existing storm drainage ditches and easements, including associated documentation and incidental maintenance activities; and

WHEREAS Owner is willing to grant the City temporary access to the Premises subject to the terms and conditions set forth below.

AGREEMENT

1. **Right of Entry.**
   The Owner hereby grants the City, its officers, employees, contractors, and authorized agents the right to enter the Premises at reasonable times for the limited purpose described above, including bringing personnel, vehicles, and equipment as necessary. This right shall extend only for the duration reasonably necessary to complete the activity described and shall not create or imply any permanent interest or easement in the Premises.

   The work will be done in an orderly manner, and any property disturbed by the City will be returned to a condition substantially the same as it was on the date entry was granted upon the above-described property.

2. **No Compensation.**

   Owner acknowledges and agrees that no compensation will be provided by the City in connection with the entry, inspection, or work performed unless otherwise agreed to in writing by the parties.

3. **Entire Agreement.**

   This Agreement represents the entire agreement between the parties regarding the matters described herein and supersedes any prior oral or written understandings. No amendment or modification shall be valid unless in writing and signed by both parties.

4. **Governing Law and Venue.**

   This Agreement shall be governed by the laws of the State of Alabama. Any dispute shall be resolved exclusively in the state or federal courts located in Mobile County, Alabama.

5. **Binding Effect.**

   This Agreement shall be binding upon and inure to the benefit of the parties, their heirs, legal representatives, successors, and assigns.

6. **Photographic Documentation.**

   The City may take photographs or videos of the Premises during its access solely for documentation and public record purposes. Such materials may be retained and used by the City as needed, subject to applicable public records laws.

7. **Records and Public Disclosure.**

   This Agreement and any records created in connection with the work may be subject to public disclosure in accordance with Alabama law, including the Alabama Open Records Act.

8. **Emergency Access Carve-Out.**

   Nothing in this Agreement shall be construed to limit the City's right to enter the Premises without consent in cases of emergency or as otherwise authorized by law.

9. **Environmental Conditions.**

The City shall have no responsibility for pre-existing environmental conditions or contamination on the Premises. If environmental concerns are discovered during the work, the City may suspend activity until further evaluation is conducted.

10. **Assumption of Risk.**

Owner acknowledges that certain activities may pose inherent risks, including temporary disruption of access or minor damage to landscaping or surface features. Owner accepts such risks as reasonably incidental to the limited work authorized herein.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first above written.

OWNER(S):

Signature:

Print Name:

Date:

Signature:

Print Name:

Date:

WITNESSED BY:

Signature:

Print Name:

Address:

Date:

Signature:

Print Name:

Address:

Date:

CITY OF MOBILE, ALABAMA

By:

Name:

Title:

Date:

EXHIBIT E
TRAFFIC CONTROL INFORMATION

Traffic Control Information

The Contractor shall be prepared to assist motorists with flagging operations per MUTCD guidelines, as required. Be aware that if work is being performed close to the roadway, but not actually in the road, that some flagging operations may be needed. This may be the case if motorists' line of sight is blocked due to equipment and/or concrete trucks.

If any construction activities will be performed in the roadway or will affect traffic, a Traffic Control Plan must be submitted by the Contractor to Butch Ladner in the City of Mobile Traffic Engineering Department at least two full working days prior to initiating work. The Traffic Control Plan must show site specific conditions including any cross streets and driveways that are within the traffic control zone. Butch Ladner may be contacted at (251) 208-2972 for questions, assistance, or to discuss traffic control requirements.

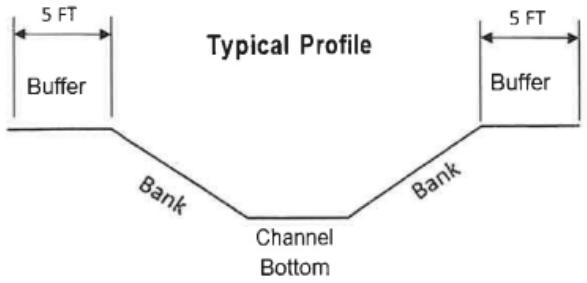
The MUTCD can be found at https://mutcd.fhwa.dot.gov/kno_2009r1r2.htm.

If you are unfamiliar with MUTCD requirements, a local traffic control contractor may be of assistance in preparing a traffic control plan or renting equipment.

EXHIBIT F
DITCH MAINTENCE STANDARDS

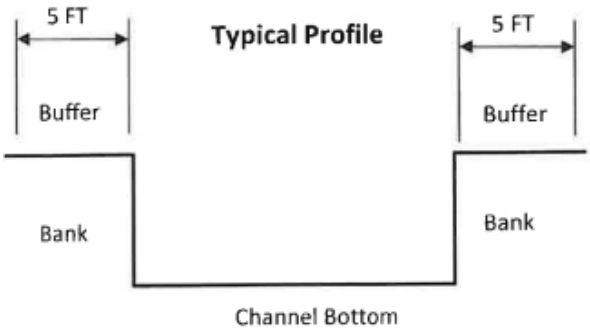
Ditch Maintenance Standards

Trapezoidal Ditch Maintenance Standards



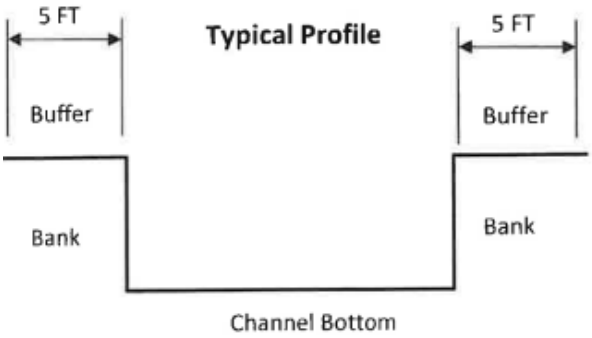
Note: This profile represents a typical concrete trapezoidal ditch. Depth, bank slope and buffer area varies.

Concrete Rectangular Ditch Maintenance Standards



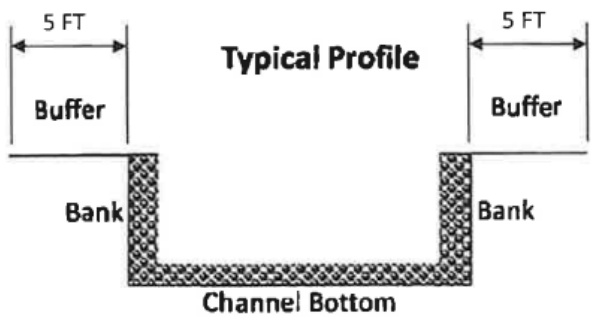
Note: This profile represents a typical rectangular concrete ditch. Depth and buffer area varies.

Concrete Rectangular Ditch Maintenance Standards



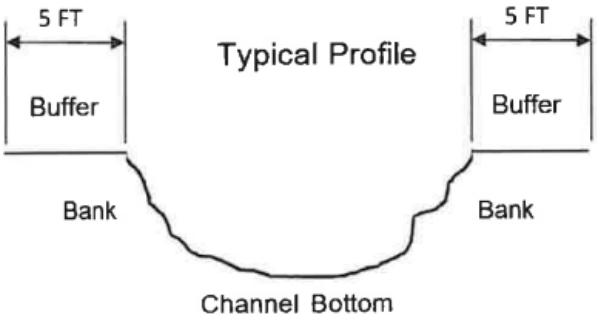
Note: This profile represents a typical rectangular concrete ditch. Depth and buffer area varies.

Gabion Ditch Maintenance Standards



Note: This profile represents a typical Gabion ditch. Depth and buffer area varies.

Earthen Ditch Maintenance Standards



Note: This profile represents a typical Earthen ditch. Depth and buffer area varies.

CAPITAL CONTRACT SUMMARY SHEET

AGENDA ITEM SUMMARY SHEET

Agenda of: May 12, 2026

Submitted by:
John Paine, Purchasing Agent

Sponsored by:
Spiro Cheriogotis, Mayor

Purpose and Scope of Project:
To approve issuance of purchase order to J. J. Quality Homes LLC for storm drainage vegetation and debris removal - 4815 Halls Mill Road

Amount of Contract:
$20,329.98

Funding Source
General fund

ATTACHMENTS:
1. 20260506 JJ Agenda Package POs

REVIEWERS:
Donald Rose
James Barber

AGENDA ITEM SUMMARY SHEET

Print Page | Reset

Agenda of: 12 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 J. J. Quality Homes LLC

PURPOSE & SCOPE OF PROJECT:

To approve issuance of purchase order to J. J. Quality Homes LLC for storm drainage vegetation and debris removal - 4815 Halls Mill Road

General fund

RESOLUTION ☒ ORDINANCE ☐ OTHER ☐

AMOUNT OF CONTRACT: $20,329.98

FUNDING SOURCE:

Budget Item: See Requisitions Discretionary Funds: _____

Budget amendment: REDUCE ☐ INCREASED ☐

Grant funds: _____ Matching funds: _____

Associated Costs:

Current year (itemize)
Type: _____ Amount: _____

Future years
Year: _____ Amount: _____

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

Effective date of contract: On issuance to vendor.

Renewal date of contract (if applicable): _____

If not bid, state reason: Price below bid requirement. 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
12108	2026	(2070) PUBLIC SERVICES ADMINISTRATION	STORM DRAINAGE VEGETATION AND DEBRIS REMOVAL – 4815 HALLS MILL ROAD (PRICE BELOW BID REQUIREMENT; VENDOR ROTATION POOL)	$20,329.98	(298831) J. J. QUALITY HOMES LLC

Adopted:

_____
City Clerk

Bill To	Requisition 00012108-00 FY 2026
ACCOUNTS PAYABLE	
P O BOX 389	Acct No: 1000.40.20.2070.2096.2070.0000.0000.42155.
MOBILE, AL 36601	Review:
vendorinvoices@cityofmobile.org	Buyer: 9105paij
	Status: Approved Page 1

Vendor
J J QUALITY HOMES LLC
358 MCMILLAN AVE

MOBILE, AL 36604
US
Tel#2517215800

Ship To
PUBLIC WORKS ADMIN.
1900 HURTEL STREET
BEFORE 2:30 P.M.
MOBILE, AL 36605
ASHLEY.ADAMS@CITYOFMOBILE.ORG

Deliver To
PUBLIC WORKS ADMIN.
1900 HURTEL STREET
BEFORE 2:30 P.M.
MOBILE, AL 36605

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
05/06/26	298831				PUBLIC SERVICES ADMINISTRAT

LN	Description / Account	Qty	Unit Price	Net Price
001	2026 STORM DRAINAGE DITCH CLEANING PROJECT #VEG-2026-2070-104 4815 HALLS MILL RD Additional Description Notes --- DISTRICT 4	1.00 EACH	20329.98000	20329.98
1	1000.40.20.2070.2096.2070.0000.0000.42155.			20329.98

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 20329.98

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

Account	Amount	Remaining Budget
1000.40.20.2070.2096.2070.0000.0000.42155.	20329.98	2967363.04
STORMWATER EXP DITCH MAINTENANCE		

Bill To	Requisition 00012108-00 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
J J QUALITY HOMES LLC	PUBLIC WORKS ADMIN.
358 MCMILLAN AVE	1900 HURTEL STREET
	BEFORE 2:30 P.M.
	MOBILE, AL 36605
MOBILE, AL 36604	ASHLEY.ADAMS@CITYOFMOBILE.ORG
US	
Tel#2517215800	
	Deliver To
	PUBLIC WORKS ADMIN.
	1900 HURTEL STREET
	BEFORE 2:30 P.M.
	MOBILE, AL 36605

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
05/06/26	298831				PUBLIC SERVICES ADMINISTRAT

LN	Description / Account	Qty	Unit Price	Net Price

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

Activity	Date	Clerk	Comment
Approved	05/06/26	MATTHEW ANDERSON	
Approved	05/06/26	SHONNDA SMITH	Auto approved by: 910516584
Approved	05/06/26	CHERI BOUCHER	Auto approved by: 910516584
Approved	05/06/26	DONALD ROSE	Auto approved by: 9105paij
Approved	05/06/26	SANDRA LEWIS	Auto approved by: 9105paij
Approved	05/06/26	STEVEN KRONINGER	Auto approved by: 9105paij
Approved	05/06/26	SAMANTHA COOLEY	Auto approved by: 9105paij
Approved	05/06/26	JAMES NEESE	Auto approved by: 9105paij
Approved	05/06/26	PATRICIA KENNEDY-JONES	Auto approved by: 9105paij
Approved	05/06/26	REBECCA CRUMPLER	Auto approved by: 9105paij
Approved	05/06/26	ANNE FOLEY	Auto approved by: 9105paij
Approved	05/06/26	JOHN PAINE	

Authorized By: _____ Date: _____
Signature

Company Name	Contact	Email Address	E-Verify	Insurance	COM BL	Vendor Number
A & D Cromwell Concrete	Anthony Cromwell	anthonycromwell768@gmail.com	1768532	received	current	297588
Butler Company	James Butler	butler.servicesLLC@yahoo.com	1722021	Received	Current	297507
Gaines Utility	Jermaine Gaines	JERMAINEGAINES@GAINESUTILITY.COM	539447	Received	Current	295242
Godwin Land Solutions	Harris Godwin	GODWINLANDSOLUTIONS@GMAIL.COM	2923693	Received	Current	300080
H F Glaude	Jordan Glaude	H.FGLAUDECONSTRUCTION@GMAIL.COM	2928917	Received	Current	296705
Hughes 360	Ernest Hughes Jr.	HUGHES360SERVICES@GMAIL.COM	952551	Received	Current	297767
JJ Qualtiy Homes, LLC	Jerry Jones	MRJ.JONES251@GMAIL.COM	2925715	Received	Current	298831
Invasive Management	Hunter Lapointe	HUNTER@INVASIVEMANAGEMENT.COM	1421905	Received	Current	294197
Major League Landscape	Brandon Stokes	MAJORLEAGUELAND@YAHOO.COM	2926332	Received	Current	300091
Prime Professional Concrete	Micheal White	HOSEA_8668@YAHOO.COM	2383108	Received	Current	299670
TAG Homes	Thomas Galloway	TAGALLOWAY99@GMAIL.COM		Received	Current	300085
Safe Haven Co. LLC	Jaleen Hosea	HAVENHOSEA34@GMAIL.COM		Received GL onl	Current	300101
Scott Alan Construction	Matthew Stokes	MATTHEW@SCOTTALANCONSTRUCTION.COM	2546741	Received	Current	299758
Secure Land & Tree Southern	Brian Allen	SECURELANDTREE@YAHOO.COM	2924224	Received	Current	300087
Realty	Rashad Kiel	SOUTHERNREALTYMGMGROUP@GMAIL.COM	1650870	Received	Current	296787
Best Price Services LLC	Anthony Richardson	RichardsonAnthony45@gmail.com				

November 12, 2025

Project: 2026 Ditch Cleaning Program

Project Location: Various Locations

City of Mobile Public Works Department

The City of Mobile Public Works Department will hold a meeting with prospective contractors regarding its 2026 Ditch Cleaning Program. Contractors interested in participating in the program must be present on Monday, November 17, 2025, at the Levon C. Manzie Neighborhood Resource Center, 110 North Lafayette Street, at 3:00 p.m. The contractor must be present for the entire pre-meeting on November 17, 2025, to be eligible to participate in the program.

For more information, please contact Mr. Jason Donovan at (251) 208-1104 or by email at Jason.donovan@cityofmobile.org.

CITY OF MOBILE

REQUEST FOR QUOTE

__ - __- 2025

The City of Mobile will receive a Quote Proposal for the following Project:

Project Name: **[Street Name]**
2026 Storm Drainage Ditch Cleaning

Project Location: **[PROJECT LOCATION]**
Mobile, AL

Project Number: **VEG-2026-2070-00**

A Quote Proposal for the above referenced Project will be received until 11:30 a.m. on [__ - __ - 2025] in the Public Services Department, 1900 Hurtel Street, Mobile, AL 36605. Quote Proposals may be submitted in person or mailed to the address indicated below. Quote Proposals will be reviewed by the Engineering Department and Public Services Department following the time established for receipt of the Quote Proposal.

All Quote Proposals should be placed in a sealed envelope with company's name and address in the top left-hand corner. The envelope should be addressed to the following:

City of Mobile
ATTN: Jason Donovan
Public Services Department
1900 Hurtel Street
Mobile, Alabama 36605
2026 Storm Water Drainage Ditch Cleaning - Quote Proposal
Project No.: VEG-2026-2070-00

For questions please contact: Jason Donovan (251) 421-6689 Jason.donovan@cityofmobile.org
Travis Dunn (251) 721-2994 travis.dunn@cityofmobile.org

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ITEM I

DEFINITIONS

The following terms and their definitions shall apply:

AGREEMENT - Whenever the word "AGREEMENT" is used it shall be held to mean the signed documents comprising this written Request for Quote from the Contractor and executed by the City of Mobile, setting forth the obligations of the parties hereunder for the performance of the prescribed work. The Agreement includes the Definitions, Instructions to Contractors, Quote Proposal, Contract Forms and Contract Bonds, Specifications, Supplemental Specifications, Special Provisions, General and Detailed Plans, Construction Details, Articles of Agreement, and any change orders that are required to complete the construction of the work in an acceptable manner, including authorized extensions thereof, and such other documents as by law or references are made a part thereof, all of which constitute one instrument.

ALDOT - State of Alabama Department of Transportation

CITY - City of Mobile, Alabama

CONTRACT - Whenever the word "CONTRACT" is used it shall be held to mean this "AGREEMENT" comprising this written Request for Quote from the Contractor and executed by the City of Mobile and any and all exhibits and attachments, setting forth the obligations of the parties hereunder for the performance of the prescribed work.

CONTRACTOR - An individual, corporation, partnership, or other entity submitting a Quote Proposal and selected to perform any or all construction services.

INSPECTOR - An authorized representative of the CITY, assigned to make inspections of the PROJECT.

PROJECT – 2026 Storm Drainage Ditch Cleaning (Location), City of Mobile Public Services
Project No: VEG-2026-2070-00**.** This is for mowing and removing vegetation from various types of storm drainage ditches (See Exhibit A for locations.)

STANDARD SPECIFICATIONS - Alabama Department of Transportation Standard Specifications for Highway Construction, 2018 edition, with all latest additions and modifications by the Engineering Department of the City of Mobile.

MUTCD - Manual on Uniform Traffic Control Devices for Streets and Highways, latest edition

WORK – All of the activities required of the Contractor to perform the requirements of this Agreement in full.

QUOTE – The total cost for the Contractor to perform all work for the referenced Project in the Quote Proposal. The Quote is a stipulated sum provided by the Contractor to provide all work in full.

QUOTE PROPOSAL – The portion of this Agreement located in Item IV, including the total cost Quote for the Project.

PUBLIC SERVICES (PS) REPRESENTATIVE – An authorized representative of the city of mobile public services Dept. Authorized by the public services project manager.

ITEM II

INSTRUCTIONS TO CONTRACTORS

The service, term, location, and lump sum cost of the work are as set out in the Request for Quote.

Examination of Documents and Site: Before submitting a Quote Proposal, the Contractor shall carefully examine this Request for Quote, visit the site of the Work, fully inform themselves as to existing conditions and limitations, and include in the Quote Proposal a sum to cover the cost of all items required to perform the work in full. **The submission of the Quote Proposal will be considered as conclusive evidence that the Contractor has made such examination.**

All work performed under this contract shall be in accordance with the State of Alabama Highway Department Standard Specifications for Highway Construction, 2018 Edition, with all latest additions and modifications by the Engineering Department for the City of Mobile, or as amended herein.

Requests for information (RFI's) shall be submitted in writing to the Public Services Project Manager no later than three (3) business days prior to the Quote Proposal Submittal date. Responses shall be in the form of a written Addendum and issued to all Contractors. Receipt of all addenda shall be acknowledged by all Contractors in the Request for Quote package. **Failure to acknowledge Addenda may result in disqualification of the Quote Proposal.**

All papers attached hereto in the Request for Quote Package shall be returned with the Quote Proposal Sheets attached.

This IS a tax-exempt project. Quote Proposals shall EXCLUDE all applicable sales and use taxes.

A City of Mobile Business License is required. It shall be current at the time of submitting a Quote Proposal and throughout the Agreement period.

The Contractor must be registered with the City of Mobile as a vendor. Registration can be found at:**https://mobileselfservice.tylertech.com/Vendors/Registration/Default.aspx**

The Contractor shall submit to the City of Mobile the following documents with the project Quote Proposal:

1. The ENTIRE Quote Proposal Package

2. Certificate of Insurance along with ALL endorsements in accordance with City of Mobile Insurance Requirements as described in Item V (Example in Exhibit B)

3. Proof of enrollment in the Federal E-Verify program (Exhibit C)

4. A Company W-9 Tax Form and Vendor Information Form (if not currently on file with the City of Mobile)

5. Accounting of Sales Tax Form (Item IX)

After the Quote Package has been approved by the City, a Purchase Order (PO) will be issued to the Contractor. Under no circumstances shall any work be performed prior to the issuance of the PO. **Once the PO is received, the Contractor shall contact the Public Services Project Manager (Jason Donovan) at 251-421-6689 or Jason.donovan@cityofmobile.org as well as Travis Dunn at (251) 721-2994 or travis.dunn@cityofmobile.gov in order to confirm the construction start date in writing.**

ITEM III

PROJECT SCOPE

Contractor shall exercise caution when performing work. Proper equipment shall be utilized as to not damage improved ditch sections (concrete ditch sections, gabion basket ditches, etc.). Contractor shall be responsible for repairing damages caused to ditch sections due to contractor negligence or improper use of equipment, at no cost to the City.

If ditches are overrun by vegetation, with no clearly established channel limits, a PS Representative will define the main flow line. The Contractor shall clear the vegetation within five (5) feet on each side of the flow line.

VEGETATION REMOVAL:
Contractor is responsible for the removal of living and dead vegetation within five (5) horizontal feet beyond the top of the ditch bank (see Typical Profiles on following pages) all work shall be done inside the existing easement. Nothing outside these boundaries is to be cut or removed by the Contractor unless otherwise approved or directed by the PS Representative. If unsure of the area, Contractor shall contact the PS Representative for clarification. Overhanging vegetation above ditches shall be cleared up to at least five feet from the bottom of the ditch. Ditches that are deeper than five feet shall be cleared of overhanging vegetation to the top edge of the ditch. The grass and vegetation shall be mowed to a height of 4" to 6". The contractor is responsible for trimming around concrete head walls and should be able to do so from the top of the ditch. Where work is conducted near a Right of Way, no vegetative debris will remain in the concrete or pavement area of the Right of Way after the work is completed or as directed by the P.S. representative. In the areas where the slope of an earthen ditch bank is greater than 1:1, the vegetation will be trimmed by the contractor up to and even with the top of the bank.

FIELD DOCUMENTATION:
The following documentation will be required to be maintained by the contractor:

1. Photos of the ditches, before and after vegetation removal.
2. Document, report, and photograph all ditch damage (ex. Concrete, Gabion, Washout ...), before and after vegetation removal.

ADDITIONAL REQUIREMENTS:
Prior to the start of construction, Contractors may be required to show in writing how they will accomplish their proposed bid.

ITEM IV

QUOTE PROPOSAL

Scope of Work:
Work to be performed by Contractor under this Agreement shall consist of furnishing all labor, materials, insurance, tools, supplies and equipment necessary to provide comprehensive ditch vegetation removal services as described below.

Removal of living and dead vegetation within the ditch and five (5) horizontal feet beyond the top of the ditch bank at [DITCH LOCATION], as shown in Exhibit A. Enclosed herein, the City has estimated the general location and total linear feet (LF) of ditch segments included in this project. Actual Field Conditions may vary. Contractor will provide unit and extended unit prices on the Quote Proposal Sheets. The total price quote based on the government estimated quantities will be used to set the price for award. Contractor will be required to document materials used when invoicing the city. Contractor will be paid the lump sum total price at the completion of the project, unless otherwise agreed to due to project size and complexity. If there is any work for which no pay item is provided, the cost will be considered incidental to the Project.

Company Name (Print):

Company Address:

City: _____ **State:** _____ **Zip Code:**

Owner Name (Print):

Owner Signature: _____ **Date:**

Please complete and return with your Request for Quote package.
Also, attach Contractor's proof of insurance, and other items as listed in Item II.

Quote Proposal sheet

City of Mobile

Public Services Department

Location: [Approximate ditch location]

Quote Due By: [Date]

Project No: VEG-2026-2070-00

District: #

Description: Removal of all vegetation within the ditch and five horizontal feet of the top beyond the ditch bank.

Vegetation Removal

DESCRIPTION	QTY	UNIT	UNIT PRICE	UNIT PRICE (WRITTEN IN WORDS)	TOTAL QUOTE
Removal of all vegetation within the ditch and five horizontal feet of the top beyond the ditch bank.		LF		_____DOLLARS _____CENTS	

Total quote (written in words):

Number of working days to complete: 14

ITEM V

CERTIFICATE OF CONTRACTOR'S INSURANCE

INDEMNIFICATION: CONTRACTOR shall indemnify, defend and hold harmless City and its officers, elected officials, agents, representatives, and employees in respect of any and all claims, injuries, losses, diminution in value, damages, liabilities, whether or not currently due, and related expenses (including without limitation, settlement costs and any legal or other expenses for investigating or defending any actions or threatened actions) arising from or in connection with CONTRACTOR'S performance under this agreement, including but not limited to, environmental laws, regulations, orders and decrees of whatever character or nature and damage or injury to persons or property.

For the term of this Agreement, Contractor shall acquire and maintain, in full force and effect, the following liability and comprehensive insurance issued by a company licensed and qualified to do business in the State of Alabama, ***which such insurance shall name the City of Mobile as an additional insured,*** and shall attach to this Agreement, as proof thereof and as, a certificate of insurance(s) issued by an agent licensed and qualified to do business in the State of Alabama, stating the following:

The City of Mobile, its employees, agents, and all other indemnified parties shall be named as additional insureds on a primary and non-contributory basis for General Liability (including ongoing and completed operations), Automobile Liability, and Umbrella Liability, where required by written contract. A waiver of subrogation in favor of these parties shall apply to General Liability, Automobile Liability, Umbrella Liability, and Workers' Compensation, where required by written contract. The Workers' Compensation policy shall include an Alternate Employer Endorsement and shall provide thirty (30) days' prior written notice of cancellation, where required by written contract.

A. General Liability insurance – public liability including premises, products and complete operations.
   1. Bodily injury liability - $250,000 each person
      $500,000 each occurrence

   2. Property damage liability - $100,000 each occurrence
      Or (in lieu of (1) and (2) above

   3. Bodily injury and property damage combined - $500,000 per occurrence

B. Comprehensive – Automobile Liability Insurance including owned, non-owned, and hired vehicles.

1. Bodily injury liability - $250,000 each person
   $500,000 each occurrence

2. Property damage liability - $100,000 each occurrence.
   Or (in lieu of (1) and (2) above)

3. Bodily injury and property damage combined - $500,000 per occurrence

If the certificate of insurance referenced in this Agreement does not evidence insurance of owned vehicles, said certificate and this sentence shall evidence the Contractor's covenant that it does not own any vehicles and that it will not purchase or obtain any vehicles during the term of this Agreement. Said certificate shall require that said insurance coverage will not be altered or terminated unless the City shall have been given written notice of such alteration or termination delivered to the City not less than thirty (30) days before the effective date of such alteration or termination.

ITEM VI

SPECIAL PROVISIONS

1. Coordinate all work with the Program Manager of the City of Mobile Public Services Department. All Work shall be scheduled to minimize the disturbance and interruption of the flow of traffic and the public.

   If needed (when working in the roadway or performing any activities that will affect traffic), the Contractor shall be required to submit a plan for traffic control to the City Traffic Engineer for approval prior to beginning construction. The Traffic Control Plan must be submitted at least two full working days prior to proceeding. Contractor shall assist motorists using paddles or flagging per the Manual on Uniform Traffic Control Devices for Streets and Highways (MUTCD) guidelines. See Exhibit E for additional information.

2. For all work performed under this Agreement, the Contractor shall use only skilled laborers. Laborers shall be properly supervised.

3. The City shall not prohibit the Contractor from performing the work described herein during a normal workday. For this provision a "normal workday" is defined as any business day between the hours of 7:30 a.m. and 5:00 p.m.

4. The Contractor shall ensure that the jobsite is clear and clean of debris at the end of each workday and at the completion of the project.

5. Contractor shall obtain, at its own expense, all necessary professional licenses, permits, insurance, authorization, and assurances necessary to abide by the terms of this Agreement.

6. Payment for any work incidental to the completion of this contract, for which no item was set up, shall be considered incidental to the project.

ITEM VII

ARTICLES OF AGREEMENT

ENTIRE AGREEMENT:

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

NO AGENCY RELATIONSHIP CREATED:

2. Contractor, in the performance of its operations and obligations hereunder, shall not be deemed to be an agent of the City but shall be deemed to be an independent contractor in every respect and shall take all steps at its own expense, as City may from time to time request, to indicate that it is an independent contractor. City does not and will not assume any responsibility for the means by which or the manner in which the services by Contractor provided for herein are performed, but on the contrary, Contractor shall be wholly responsible, therefore.

ASSERTION OF RIGHTS:

3. Failure by the City to assert a right or remedy shall not be construed as a waiver of that right or remedy.

NON-FUNDING CLAUSE:

4. The City of Mobile will have the right to terminate this Agreement at no additional cost and with no penalty whatsoever by giving thirty (30) days prior written notice documenting the lack of funding. The City will use reasonable efforts to ensure appropriated funds are available.

BREACH OF AGREEMENT:

5. In the event of any breach or apparent breach by Contractor of any of its obligations under the terms of this Agreement, the City has the right to terminate the Agreement and pay only for work successfully performed. In the further event that City shall engage the services of any attorney to protect or to enforce its rights with respect to said breach or apparent breach, then and in those events, Contractor agrees to pay and to reimburse any and all reasonable attorneys' fees and expenses which City may incur with respect to City's enforcement of this Agreement; regardless of whether said attorneys' fees and costs shall be incurred in connection with any litigation or in connection merely with advice and representation provided without litigation.

TERMINATION:

6. The City or Contractor may terminate the Agreement upon thirty (30) days written notice. The City shall pay only for work executed and proven loss with respect to materials, equipment, tools and reasonable overhead. The City shall not be liable

for payment to the Contractor for lost profit or damages, as the result of its termination of the Agreement.
Notice from the City shall be mailed to the address provided by the Contractor on this form. Notice to the City shall be addressed to ATTN: Jason Donovan, Public Services Program Manager, City of Mobile Public Services Department, 1900 Hurtel Street, Mobile, AL 36605.

AUTHORITY OF INSPECTORS:

7. The CITY may appoint such inspectors, assistants, or representatives as it deems necessary, and they shall be granted full access to the work and to the mills and factories in which material is being prepared for use under the contract.

   Inspectors will be authorized to inspect all work done and materials furnished. Such inspection may extend to all or any part of the work and to the preparation, fabrication or manufacture of the materials to be used. The inspector will not be authorized to alter or waive the provisions of this contract. The inspector will not be authorized to issue instructions contrary to the plans and specifications, or to act as foreman for the CONTRACTOR; however, he shall have the authority to reject work or materials.

PAYMENT:

8. The City will pay the Contractor for actual work performed in accordance with the following:
   - Payment will be made upon the satisfactory inspection, completion, and acceptance of the work as specified and verified by written statement from the City.
   - Payment will be based upon the total lump sum quoted price for the completed project, not based on unit prices.
   - An original signed invoice shall be submitted to the Public Services Department Program Manager for review and approval. This invoice shall be marked "FINAL ESTIMATE". It shall be emailed to **travis.dunn@cityofmobile.gov** (251-721-2994) **AND Jason.donovan@cityofmobile.org** (251-421-6689), and a hard copy should also be mailed to:

     City of Mobile
     Public Services Maintenance
     Attn. Jason Donovan
     Program Manager
     1900 Hurtel Street
     Mobile, Alabama 36605

NOTICES:

9. Notice for the City shall be mailed to:

City of Mobile
Public Services Maintenance
Attn. Jason Donovan,
Program Manager
1900 Hurtel Street
Mobile, Alabama 36605

EQUAL OPPORTUNITY:

10. The City of Mobile, Alabama is an Equal Opportunity Employer and requires that all Service Contractors comply with the Equal Employment Opportunity laws and the provisions of the Project Documents in this regard.

    The City of Mobile also encourages and supports the utilization of Minority Business Enterprises on this and all other publicly solicited Quote Proposals.

COMPLIANCE WITH ALABAMA IMMIGRATION LAW:

11. By signing this Agreement, the contracting parties affirm, for the duration of the Agreement, that they will not violate federal immigration law or knowingly employ, hire for employment, or continue to employ an unauthorized alien within the state of Alabama. Furthermore, a contracting party found to be in violation of this provision shall be deemed in breach of the Agreement and shall be responsible for all damages resulting therefrom.

    The Contractor agrees that he/she shall comply with all the requirements of the Beason-Hammond Alabama Taxpayer and Citizen Protection Act, Act No. 2011-535, Alabama Code (1975) Section 31-13.1, et, seq., as amended by Act No. 2012-4-91. Compliance shall be evidenced by verification of enrollment in the E-Verify Program and documentation of enrollment shall be attached to this Agreement in Exhibit C and incorporated herein by reference.

BOYCOTT:

12. By signing this Quote Proposal, the Contractor represents and agrees that it is not currently engaged in, nor will it engage in, any boycott of a person or entity based in or doing business with a jurisdiction with which the State of Alabama can enjoy open trade.

ANTI-DISCRIMINATION CLAUSE:

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

GOVERNING LAW AND VENUE:

14. This Agreement shall be governed by the laws of the State of Alabama, and the appropriate venue for any actions arising out of this Agreement shall be a court of proper jurisdiction in Mobile, Alabama.

ITEM VIII

SUPPLEMENTAL SPECIFICATIONS

ITEM 740-A. *TRAFFIC CONTROL*:

740 A.1

Description

This section shall include the work of furnishing, installing, relocating, re-installing and maintaining Construction Signs, Drums, Cones and Weights as required to maintain traffic and to provide a safe work zone, including signpost and portable supports as necessary.

740 A.2

Materials

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

740 A.3

Basis of Payment

Payment will be included in the project lump sum price and shall be paid in full for all labor, materials, equipment, tools, transporting, installing, removal, re-installing and all incidentals necessary to complete this item.

ITEM IX

REGULATORY REQUIREMENTS AND TAX EXEMPTIONS

A. DESCRIPTION OF REQUIREMENTS

1. This project is being quoted EXCLUDING TAXES and requires the Contractor to comply with applicable provides of the Section 40-9-14.1, Code of Alabama, 1975, as amended; applicable provisions of the Alabama Administrative Code; Alabama Department of Revenue Regulation 810-6-3-.77 and applicable requirements of the Alabama Department of Revenue (ADOR). The Contractor and the Owner will be required to apply for Certificates of Exemption with the ADOR which will handle administration of the Certificates. The Contractor shall account for the tax savings on the Accounting of Sales Tax Form attached herein, in addition to filings and reports required by the Alabama Department of Revenue during the course of the project.

2. The Quote Proposal shall exclude state and local sales and use taxes charged to a contractor licensed by the State Licensing Board for General Contractors or subcontractor for the purchase of construction materials and supplies and other tangible personal property that becomes part of this project.

3. Forms required to be completed and submitted shall be those included in the Request for Proposal Package; those required by the ADOR; and any others as required by the Owner.

4. The purchase of tools, equipment, and similar items, which do not become the Owner's property, are specifically excluded from these sales and use tax exemptions, and any additional exclusions as required by the ADOR's Rules and Regulations.

B. GENERAL PROCEDURES

1. The provisions of this section shall take precedence over applicable portions of the Contract Documents including, in part, "Instructions to Contractors" and "Special Provisions". Unaltered provisions of those documents shall remain in effect.

2. The Contractor, subcontractors, and all material dealers are hereby made aware of the Intent of the Owner to reduce the cost of the Project by the purchase of property, materials, etc., in the manner described herein, and neither they nor the Contractor shall withhold their consent to this arrangement.

3. Any and all administrative costs incurred by Contractors and subcontractors administering the tax savings shall be considered to be included in the Quote Proposal for the Work. No additional amount shall be added to the Agreement because of the service provided by the Contractor in the purchase of property, materials, etc., as described herein, or in reporting exempt purchases to the ADOR, or otherwise complying with the reporting requirements established by the ADOR.

4. The administration of the sales and use tax savings shall be administered as indicated herein and as otherwise required or directed by the ADOR. In the event of conflict, the requirements or directions of the ADOR shall govern.

5. The Contractor, notwithstanding this special purchase arrangement, shall select, describe, order, obtain approvals, submit samples, coordinate, process, prepare shop drawings, pursue, receive, inspect, store, protect, insure, guarantee, warrantee, provide, and otherwise be responsible for all materials and systems, the same as if this tax savings procedure were not implemented.

6. When necessary or required, Purchase Orders shall be used for materials for Work on this project only.

7. The Contractor or subcontractor, as the case may be, shall be liable for any actual sales and use tax due; all assessments; and all civil penalties levied by the ADOR as a result of the failure to implement this procedure; the failure to properly report as required by the ADOR; or any unauthorized purchase or use of purchase orders.

8. The Contractor shall utilize the attached Accounting of Sales Tax Form in submitting its Quote Proposal.

ACCOUNTING OF SALES TAX FORM

To: City of Mobile **Date:** _____

Name of Project: **[Street Name]**
2026 Storm Drainage Ditch Cleaning

Project Number: VEG-2026-2070-00

SALES TAX ACCOUNTING
Pursuant to Act 2021-372, the Contractor accounts for the sales tax NOT included in the Quote Proposal form as follows:

BASE QUOTE	**ESTIMATED SALES TAX AMOUNT**
$	$

Failure to provide an accounting of sales tax shall render the Quote Proposal non-responsive. Other than determining responsiveness, sales tax accounting shall not affect the Quote pricing nor be considered in the determination of a responsible and responsive Quote.

Legal Name of Contractor_____

Mailing Address_____

***By (Legal Signature)** _____

*Name (type or print) _____ (Seal)

*Title_____

Telephone Number_____

EXHIBIT A
LOCATION MAP(S) AND PHOTOS

Location Map

Location Photo	Location Photo
Location Photo	Location Photo

EXHIBIT B
CONTRACTORS INSURANCE CERTIFICATION

ACORD

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

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

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	CONTACT NAME:	
	PHONE (A/C, No, Ext):	FAX (A/C, No):
	E-MAIL ADDRESS:	

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

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE	$
	☐ CLAIMS-MADE ☐ OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$
							MED EXP (Any one person)	$
							PERSONAL & ADV INJURY	$
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$
	☐ POLICY ☐ PRO-JECT ☐ LOC						PRODUCTS - COMP/OP AGG	$
	OTHER:							$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$
	☐ ANY AUTO						BODILY INJURY (Per person)	$
	☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
	UMBRELLA LIAB ☐ OCCUR						EACH OCCURRENCE	$
	EXCESS LIAB ☐ CLAIMS-MADE						AGGREGATE	$
	DED ☐ RETENTION $							$
	WORKERS COMPENSATION AND EMPLOYER'S' LIABILITY Y / N						☐ PER STATUTE ☐ OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? ☐ N / A						E.L. EACH ACCIDENT	$
	(Mandatory in NH)						E.L. DISEASE - EA EMPLOYEE	$
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - POLICY LIMIT	$

SAMPLE

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

INSERT PROJECT NAME; Project Number 20xx-3005-xx

City of Mobile is included as an Additional Insured in respect to all policies (except Workers Compensation and Professional Liability when applicable), which coverage shall be Primary and Non-contributory. Waiver of Subrogation applies in favor of City of Mobile with respect to all policies. Thirty (30) Day Notice of Cancellation, non-renewal or material change shall apply (except 10 days for non-payment).

CERTIFICATE HOLDER	CANCELLATION
City of Mobile P.O. Box 1827 Mobile, Alabama 36633-1827	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE

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EXHIBIT C
E-VERIFY AFFIDAVIT

STATE OF ALABAMA
COUNTY OF MOBILE

AFFIDAVIT OF VENDOR / CONTRACTOR

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

President/CEO of: _____

As a condition for the award of a contract by the City of Mobile to a business entity or employer that employs one or more employees, I hereby attest that in my capacity as _____for _____that said employer shall not knowingly employ, hire for employment, or continue to employ an unauthorized alien.

By signing this contract, the contracting parties affirm, for the duration of the agreement, that they will not violate Federal Immigration Law or knowingly employ, hire for employment, or continue to employ an unauthorized alien within the State of Alabama. Furthermore, a contracting party found to be in violation of this provision shall be deemed in breach of the agreement and shall be responsible for all damages resulting therefrom.

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

CEO of _____

Sworn to and subscribed before me this the _____ day of _____, 20___.

I certify that the affiant is known to me to be the identical party he or she claims to be.

_____
Signature and Seal of Notary Public

EXHIBIT D
RIGHT OF ENTRY AGREEMENT

RIGHT OF ENTRY AGREEMENT

This Right of Entry, ("Agreement") is entered into and effective as of the _____day of _____ 20___ , by and between the City of Mobile, Alabama, a municipal corporation organized and existing under the laws of the State of Alabama (hereinafter, "City"), and:

Property Owner(s):

Mailing Address:

Property Address (if different):

(collectively referred to as "Owner").

RECITALS

WHEREAS, Owner is the lawful owner or authorized representative of the real property located at the address stated above ("the Premises"); and

WHEREAS the City has requested access to the Premises for the limited purpose of performing or facilitating the following work or activity:

Inspection, mowing, trimming, and removal of vegetation and debris within existing storm drainage ditches and easements, including associated documentation and incidental maintenance activities; and

WHEREAS Owner is willing to grant the City temporary access to the Premises subject to the terms and conditions set forth below.

AGREEMENT

1. **Right of Entry.**
   The Owner hereby grants the City, its officers, employees, contractors, and authorized agents the right to enter the Premises at reasonable times for the limited purpose described above, including bringing personnel, vehicles, and equipment as necessary. This right shall extend only for the duration reasonably necessary to complete the activity described and shall not create or imply any permanent interest or easement in the Premises.

   The work will be done in an orderly manner, and any property disturbed by the City will be returned to a condition substantially the same as it was on the date entry was granted upon the above-described property.

2. **No Compensation.**

   Owner acknowledges and agrees that no compensation will be provided by the City in connection with the entry, inspection, or work performed unless otherwise agreed to in writing by the parties.

3. **Entire Agreement.**

   This Agreement represents the entire agreement between the parties regarding the matters described herein and supersedes any prior oral or written understandings. No amendment or modification shall be valid unless in writing and signed by both parties.

4. **Governing Law and Venue.**

   This Agreement shall be governed by the laws of the State of Alabama. Any dispute shall be resolved exclusively in the state or federal courts located in Mobile County, Alabama.

5. **Binding Effect.**

   This Agreement shall be binding upon and inure to the benefit of the parties, their heirs, legal representatives, successors, and assigns.

6. **Photographic Documentation.**

   The City may take photographs or videos of the Premises during its access solely for documentation and public record purposes. Such materials may be retained and used by the City as needed, subject to applicable public records laws.

7. **Records and Public Disclosure.**

   This Agreement and any records created in connection with the work may be subject to public disclosure in accordance with Alabama law, including the Alabama Open Records Act.

8. **Emergency Access Carve-Out.**

   Nothing in this Agreement shall be construed to limit the City's right to enter the Premises without consent in cases of emergency or as otherwise authorized by law.

9. Environmental Conditions.

The City shall have no responsibility for pre-existing environmental conditions or contamination on the Premises. If environmental concerns are discovered during the work, the City may suspend activity until further evaluation is conducted.

10. Assumption of Risk.

Owner acknowledges that certain activities may pose inherent risks, including temporary disruption of access or minor damage to landscaping or surface features. Owner accepts such risks as reasonably incidental to the limited work authorized herein.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first above written.

OWNER(S):

Signature:

Print Name:

Date:

Signature:

Print Name:

Date:

WITNESSED BY:

Signature:

Print Name:

Address:

Date:

Signature:

Print Name:

Address:

Date:

CITY OF MOBILE, ALABAMA

By:

Name:

Title:

Date:

EXHIBIT E
TRAFFIC CONTROL INFORMATION

Traffic Control Information

The Contractor shall be prepared to assist motorists with flagging operations per MUTCD guidelines, as required. Be aware that if work is being performed close to the roadway, but not actually in the road, that some flagging operations may be needed. This may be the case if motorists' line of sight is blocked due to equipment and/or concrete trucks.

If any construction activities will be performed in the roadway or will affect traffic, a Traffic Control Plan must be submitted by the Contractor to Butch Ladner in the City of Mobile Traffic Engineering Department at least two full working days prior to initiating work. The Traffic Control Plan must show site specific conditions including any cross streets and driveways that are within the traffic control zone. Butch Ladner may be contacted at (251) 208-2972 for questions, assistance, or to discuss traffic control requirements.

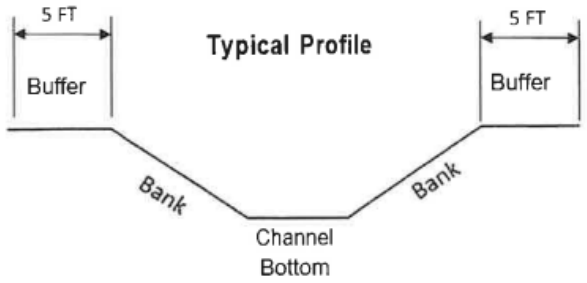
The MUTCD can be found at https://mutcd.fhwa.dot.gov/kno_2009r1r2.htm.

If you are unfamiliar with MUTCD requirements, a local traffic control contractor may be of assistance in preparing a traffic control plan or renting equipment.

EXHIBIT F
DITCH MAINTENCE STANDARDS

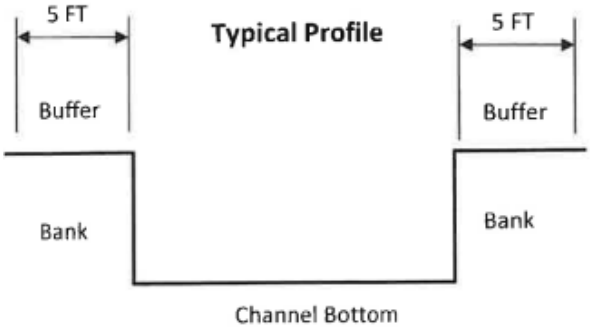
Ditch Maintenance Standards

Trapezoidal Ditch Maintenance Standards



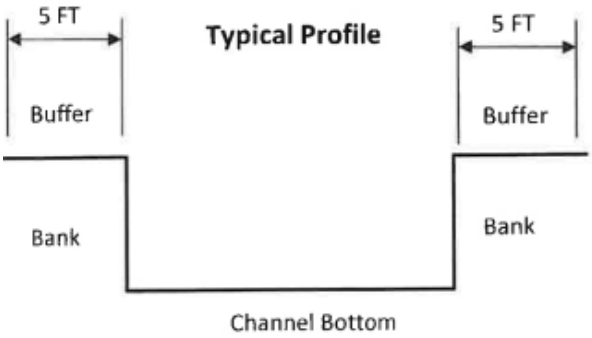
Note: This profile represents a typical concrete trapezoidal ditch. Depth, bank slope and buffer area varies.

Concrete Rectangular Ditch Maintenance Standards



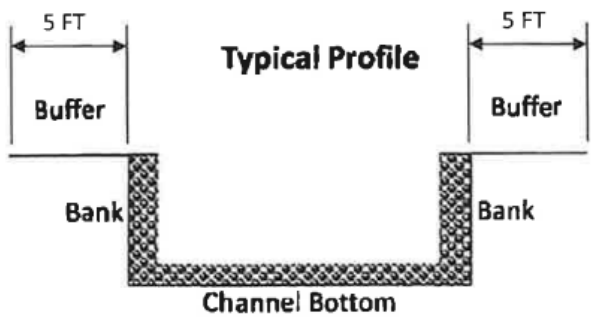
Note: This profile represents a typical rectangular concrete ditch. Depth and buffer area varies.

Concrete Rectangular Ditch Maintenance Standards



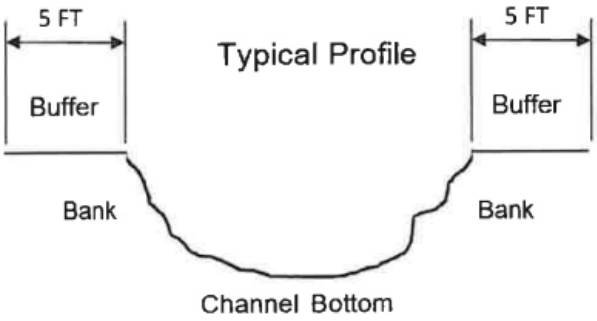
Note: This profile represents a typical rectangular concrete ditch. Depth and buffer area varies.

Gabion Ditch Maintenance Standards



Note: This profile represents a typical Gabion ditch. Depth and buffer area varies.

Earthen Ditch Maintenance Standards



Note: This profile represents a typical Earthen ditch. Depth and buffer area varies.

CAPITAL CONTRACT SUMMARY SHEET

AGENDA ITEM SUMMARY SHEET

Agenda of: May 12, 2026

Submitted by:
John Paine, Purchasing Agent

Sponsored by:
Spiro Cheriogotis, Mayor

Purpose and Scope of Project:
To approve issuance of purchase order to Prime Professional Concrete Pumping & Finishing LLC for storm drainage vegetation and debris removal - Lloyds Lane to 3201 Hillcrest Road

Amount of Contract:
$22,800.00

Funding Source
General fund

ATTACHMENTS:
1. 20260506 Prime Agenda Package POs

REVIEWERS:
Donald Rose
James Barber

AGENDA ITEM SUMMARY SHEET

Print Page | Reset

Agenda of: 12 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 Prime Professional Concrete Pumping & Finishing LLC

PURPOSE & SCOPE OF PROJECT:

To approve issuance of purchase order to Prime Professional Concrete Pumping & Finishing LLC for storm drainage vegetation and debris removal - Lloyds Lane to 3201 Hillcrest Road

General fund

RESOLUTION ☒ ORDINANCE ☐ OTHER ☐

AMOUNT OF CONTRACT: $22,800.00

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
12143	2026	(2070) PUBLIC SERVICES ADMINISTRATION	STORM DRAINAGE VEGETATION AND DEBRIS REMOVAL – LLOYDS LANE TO 3201 HILLCREST ROAD (PRICE BELOW BID REQUIREMENT; VENDOR ROTATION POOL)	$22,800.00	(299670) PRIME PROFESSIONAL CONCRETE PUMPING & FINISHING LLC

Adopted:

_____
City Clerk

Bill To	Requisition 00012143-00 FY 2026
ACCOUNTS PAYABLE	
P O BOX 389	Acct No: 1000.40.20.2070.2096.2070.0000.0000.42155.
MOBILE, AL 36601	Review:
vendorinvoices@cityofmobile.org	Buyer: 9105paij
	Status: Approved Page 1

Vendor
PRIME PROFESSIONAL CONCRETE PUMPING & F
6174 RIVER RUN CIRCLE

THEODORE, AL 36582

Tel#2512983814

Ship To
PUBLIC WORKS ADMIN.
1900 HURTEL STREET
BEFORE 2:30 P.M.
MOBILE, AL 36605
ASHLEY.ADAMS@CITYOFMOBILE.ORG

Deliver To
PUBLIC WORKS ADMIN.
1900 HURTEL STREET
BEFORE 2:30 P.M.
MOBILE, AL 36605

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
05/06/26	299670				PUBLIC SERVICES ADMINISTRAT

LN	Description / Account	Qty	Unit Price	Net Price
001	2026 STORM DRAINAGE DITCH CLEANING PROJECT #VEG-2026-2070-109 LLOYDS LN TO 3201 HILLCREST RD Additional Description Notes --- DISTRICT 6	1.00 EACH	22800.00000	22800.00
	1 1000.40.20.2070.2096.2070.0000.0000.42155.			22800.00

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 22800.00

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

Account	Amount	Remaining Budget
1000.40.20.2070.2096.2070.0000.0000.42155.	22800.00	2967363.04
STORMWATER EXP DITCH MAINTENANCE		

Bill To	Requisition 00012143-00 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
PRIME PROFESSIONAL CONCRETE PUMPING & F	PUBLIC WORKS ADMIN.
6174 RIVER RUN CIRCLE	1900 HURTEL STREET
	BEFORE 2:30 P.M.
	MOBILE, AL 36605
THEODORE, AL 36582	ASHLEY.ADAMS@CITYOFMOBILE.ORG
Tel#2512983814	
	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
05/06/26	299670				PUBLIC SERVICES ADMINISTRAT

LN	Description / Account	Qty	Unit Price	Net Price

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

Activity	Date	Clerk	Comment
Approved	05/06/26	MATTHEW ANDERSON	
Approved	05/06/26	SHONNDA SMITH	Auto approved by: 910516584
Approved	05/06/26	CHERI BOUCHER	Auto approved by: 910516584
Approved	05/06/26	DONALD ROSE	Auto approved by: 9105paij
Approved	05/06/26	SANDRA LEWIS	Auto approved by: 9105paij
Approved	05/06/26	STEVEN KRONINGER	Auto approved by: 9105paij
Approved	05/06/26	SAMANTHA COOLEY	Auto approved by: 9105paij
Approved	05/06/26	JAMES NEESE	Auto approved by: 9105paij
Approved	05/06/26	PATRICIA KENNEDY-JONES	Auto approved by: 9105paij
Approved	05/06/26	REBECCA CRUMPLER	Auto approved by: 9105paij
Approved	05/06/26	ANNE FOLEY	Auto approved by: 9105paij
Approved	05/06/26	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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TRAFFIC CONTROL INFORMATION	EXHIBIT E
DITCH MAINTENANCE STANDARDS	EXHIBIT F

ITEM I

DEFINITIONS

The following terms and their definitions shall apply:

AGREEMENT - Whenever the word "AGREEMENT" is used it shall be held to mean the signed documents comprising this written Request for Quote from the Contractor and executed by the City of Mobile, setting forth the obligations of the parties hereunder for the performance of the prescribed work. The Agreement includes the Definitions, Instructions to Contractors, Quote Proposal, Contract Forms and Contract Bonds, Specifications, Supplemental Specifications, Special Provisions, General and Detailed Plans, Construction Details, Articles of Agreement, and any change orders that are required to complete the construction of the work in an acceptable manner, including authorized extensions thereof, and such other documents as by law or references are made a part thereof, all of which constitute one instrument.

ALDOT - State of Alabama Department of Transportation

CITY - City of Mobile, Alabama

CONTRACT - Whenever the word "CONTRACT" is used it shall be held to mean this "AGREEMENT" comprising this written Request for Quote from the Contractor and executed by the City of Mobile and any and all exhibits and attachments, setting forth the obligations of the parties hereunder for the performance of the prescribed work.

CONTRACTOR - An individual, corporation, partnership, or other entity submitting a Quote Proposal and selected to perform any or all construction services.

INSPECTOR - An authorized representative of the CITY, assigned to make inspections of the PROJECT.

PROJECT – 2026 Storm Drainage Ditch Cleaning (Location), City of Mobile Public Services
Project No: VEG-2026-2070-00**.** This is for mowing and removing vegetation from various types of storm drainage ditches (See Exhibit A for locations.)

STANDARD SPECIFICATIONS - Alabama Department of Transportation Standard Specifications for Highway Construction, 2018 edition, with all latest additions and modifications by the Engineering Department of the City of Mobile.

MUTCD - Manual on Uniform Traffic Control Devices for Streets and Highways, latest edition

WORK – All of the activities required of the Contractor to perform the requirements of this Agreement in full.

QUOTE – The total cost for the Contractor to perform all work for the referenced Project in the Quote Proposal. The Quote is a stipulated sum provided by the Contractor to provide all work in full.

QUOTE PROPOSAL – The portion of this Agreement located in Item IV, including the total cost Quote for the Project.

PUBLIC SERVICES (PS) REPRESENTATIVE – An authorized representative of the city of mobile public services Dept. Authorized by the public services project manager.

ITEM II

INSTRUCTIONS TO CONTRACTORS

The service, term, location, and lump sum cost of the work are as set out in the Request for Quote.

Examination of Documents and Site: Before submitting a Quote Proposal, the Contractor shall carefully examine this Request for Quote, visit the site of the Work, fully inform themselves as to existing conditions and limitations, and include in the Quote Proposal a sum to cover the cost of all items required to perform the work in full. **The submission of the Quote Proposal will be considered as conclusive evidence that the Contractor has made such examination.**

All work performed under this contract shall be in accordance with the State of Alabama Highway Department Standard Specifications for Highway Construction, 2018 Edition, with all latest additions and modifications by the Engineering Department for the City of Mobile, or as amended herein.

Requests for information (RFI's) shall be submitted in writing to the Public Services Project Manager no later than three (3) business days prior to the Quote Proposal Submittal date. Responses shall be in the form of a written Addendum and issued to all Contractors. Receipt of all addenda shall be acknowledged by all Contractors in the Request for Quote package. **Failure to acknowledge Addenda may result in disqualification of the Quote Proposal.**

All papers attached hereto in the Request for Quote Package shall be returned with the Quote Proposal Sheets attached.

This IS a tax-exempt project. Quote Proposals shall EXCLUDE all applicable sales and use taxes.

A City of Mobile Business License is required. It shall be current at the time of submitting a Quote Proposal and throughout the Agreement period.

The Contractor must be registered with the City of Mobile as a vendor. Registration can be found at:**https://mobileselfservice.tylertech.com/Vendors/Registration/Default.aspx**

The Contractor shall submit to the City of Mobile the following documents with the project Quote Proposal:

1. The ENTIRE Quote Proposal Package

2. Certificate of Insurance along with ALL endorsements in accordance with City of Mobile Insurance Requirements as described in Item V (Example in Exhibit B)

3. Proof of enrollment in the Federal E-Verify program (Exhibit C)

4. A Company W-9 Tax Form and Vendor Information Form (if not currently on file with the City of Mobile)

5. Accounting of Sales Tax Form (Item IX)

After the Quote Package has been approved by the City, a Purchase Order (PO) will be issued to the Contractor. Under no circumstances shall any work be performed prior to the issuance of the PO. **Once the PO is received, the Contractor shall contact the Public Services Project Manager (Jason Donovan) at 251-421-6689 or Jason.donovan@cityofmobile.org as well as Travis Dunn at (251) 721-2994 or travis.dunn@cityofmobile.gov in order to confirm the construction start date in writing.**

ITEM III

PROJECT SCOPE

Contractor shall exercise caution when performing work. Proper equipment shall be utilized as to not damage improved ditch sections (concrete ditch sections, gabion basket ditches, etc.). Contractor shall be responsible for repairing damages caused to ditch sections due to contractor negligence or improper use of equipment, at no cost to the City.

If ditches are overrun by vegetation, with no clearly established channel limits, a PS Representative will define the main flow line. The Contractor shall clear the vegetation within five (5) feet on each side of the flow line.

VEGETATION REMOVAL:
Contractor is responsible for the removal of living and dead vegetation within five (5) horizontal feet beyond the top of the ditch bank (see Typical Profiles on following pages) all work shall be done inside the existing easement. Nothing outside these boundaries is to be cut or removed by the Contractor unless otherwise approved or directed by the PS Representative. If unsure of the area, Contractor shall contact the PS Representative for clarification. Overhanging vegetation above ditches shall be cleared up to at least five feet from the bottom of the ditch. Ditches that are deeper than five feet shall be cleared of overhanging vegetation to the top edge of the ditch. The grass and vegetation shall be mowed to a height of 4" to 6". The contractor is responsible for trimming around concrete head walls and should be able to do so from the top of the ditch. Where work is conducted near a Right of Way, no vegetative debris will remain in the concrete or pavement area of the Right of Way after the work is completed or as directed by the P.S. representative. In the areas where the slope of an earthen ditch bank is greater than 1:1, the vegetation will be trimmed by the contractor up to and even with the top of the bank.

FIELD DOCUMENTATION:
The following documentation will be required to be maintained by the contractor:

1. Photos of the ditches, before and after vegetation removal.
2. Document, report, and photograph all ditch damage (ex. Concrete, Gabion, Washout ...), before and after vegetation removal.

ADDITIONAL REQUIREMENTS:
Prior to the start of construction, Contractors may be required to show in writing how they will accomplish their proposed bid.

ITEM IV

QUOTE PROPOSAL

Scope of Work:
Work to be performed by Contractor under this Agreement shall consist of furnishing all labor, materials, insurance, tools, supplies and equipment necessary to provide comprehensive ditch vegetation removal services as described below.

Removal of living and dead vegetation within the ditch and five (5) horizontal feet beyond the top of the ditch bank at [DITCH LOCATION], as shown in Exhibit A. Enclosed herein, the City has estimated the general location and total linear feet (LF) of ditch segments included in this project. Actual Field Conditions may vary. Contractor will provide unit and extended unit prices on the Quote Proposal Sheets. The total price quote based on the government estimated quantities will be used to set the price for award. Contractor will be required to document materials used when invoicing the city. Contractor will be paid the lump sum total price at the completion of the project, unless otherwise agreed to due to project size and complexity. If there is any work for which no pay item is provided, the cost will be considered incidental to the Project.

Company Name (Print):

Company Address:

City: _____ **State:** _____ **Zip Code:**

Owner Name (Print):

Owner Signature: _____ **Date:**

Please complete and return with your Request for Quote package.
Also, attach Contractor's proof of insurance, and other items as listed in Item II.

Quote Proposal sheet

City of Mobile

Public Services Department

Location: [Approximate ditch location]

Quote Due By: [Date]

Project No: VEG-2026-2070-00

District: #

Description: Removal of all vegetation within the ditch and five horizontal feet of the top beyond the ditch bank.

Vegetation Removal

DESCRIPTION	QTY	UNIT	UNIT PRICE	UNIT PRICE (WRITTEN IN WORDS)	TOTAL QUOTE
Removal of all vegetation within the ditch and five horizontal feet of the top beyond the ditch bank.		LF		_____DOLLARS _____CENTS	

Total quote (written in words):

Number of working days to complete: 14

ITEM V

CERTIFICATE OF CONTRACTOR'S INSURANCE

INDEMNIFICATION: CONTRACTOR shall indemnify, defend and hold harmless City and its officers, elected officials, agents, representatives, and employees in respect of any and all claims, injuries, losses, diminution in value, damages, liabilities, whether or not currently due, and related expenses (including without limitation, settlement costs and any legal or other expenses for investigating or defending any actions or threatened actions) arising from or in connection with CONTRACTOR'S performance under this agreement, including but not limited to, environmental laws, regulations, orders and decrees of whatever character or nature and damage or injury to persons or property.

For the term of this Agreement, Contractor shall acquire and maintain, in full force and effect, the following liability and comprehensive insurance issued by a company licensed and qualified to do business in the State of Alabama, ***which such insurance shall name the City of Mobile as an additional insured,*** and shall attach to this Agreement, as proof thereof and as, a certificate of insurance(s) issued by an agent licensed and qualified to do business in the State of Alabama, stating the following:

The City of Mobile, its employees, agents, and all other indemnified parties shall be named as additional insureds on a primary and non-contributory basis for General Liability (including ongoing and completed operations), Automobile Liability, and Umbrella Liability, where required by written contract. A waiver of subrogation in favor of these parties shall apply to General Liability, Automobile Liability, Umbrella Liability, and Workers' Compensation, where required by written contract. The Workers' Compensation policy shall include an Alternate Employer Endorsement and shall provide thirty (30) days' prior written notice of cancellation, where required by written contract.

A. General Liability insurance – public liability including premises, products and complete operations.
   1. Bodily injury liability - $250,000 each person
      $500,000 each occurrence

   2. Property damage liability - $100,000 each occurrence
      Or (in lieu of (1) and (2) above

   3. Bodily injury and property damage combined - $500,000 per occurrence

B. Comprehensive – Automobile Liability Insurance including owned, non-owned, and hired vehicles.

1. Bodily injury liability - $250,000 each person
   $500,000 each occurrence

2. Property damage liability - $100,000 each occurrence.
   Or (in lieu of (1) and (2) above)

3. Bodily injury and property damage combined - $500,000 per occurrence

If the certificate of insurance referenced in this Agreement does not evidence insurance of owned vehicles, said certificate and this sentence shall evidence the Contractor's covenant that it does not own any vehicles and that it will not purchase or obtain any vehicles during the term of this Agreement. Said certificate shall require that said insurance coverage will not be altered or terminated unless the City shall have been given written notice of such alteration or termination delivered to the City not less than thirty (30) days before the effective date of such alteration or termination.

ITEM VI

SPECIAL PROVISIONS

1. Coordinate all work with the Program Manager of the City of Mobile Public Services Department. All Work shall be scheduled to minimize the disturbance and interruption of the flow of traffic and the public.

   If needed (when working in the roadway or performing any activities that will affect traffic), the Contractor shall be required to submit a plan for traffic control to the City Traffic Engineer for approval prior to beginning construction. The Traffic Control Plan must be submitted at least two full working days prior to proceeding. Contractor shall assist motorists using paddles or flagging per the Manual on Uniform Traffic Control Devices for Streets and Highways (MUTCD) guidelines. See Exhibit E for additional information.

2. For all work performed under this Agreement, the Contractor shall use only skilled laborers. Laborers shall be properly supervised.

3. The City shall not prohibit the Contractor from performing the work described herein during a normal workday. For this provision a "normal workday" is defined as any business day between the hours of 7:30 a.m. and 5:00 p.m.

4. The Contractor shall ensure that the jobsite is clear and clean of debris at the end of each workday and at the completion of the project.

5. Contractor shall obtain, at its own expense, all necessary professional licenses, permits, insurance, authorization, and assurances necessary to abide by the terms of this Agreement.

6. Payment for any work incidental to the completion of this contract, for which no item was set up, shall be considered incidental to the project.

ITEM VII

ARTICLES OF AGREEMENT

ENTIRE AGREEMENT:

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

NO AGENCY RELATIONSHIP CREATED:

2. Contractor, in the performance of its operations and obligations hereunder, shall not be deemed to be an agent of the City but shall be deemed to be an independent contractor in every respect and shall take all steps at its own expense, as City may from time to time request, to indicate that it is an independent contractor. City does not and will not assume any responsibility for the means by which or the manner in which the services by Contractor provided for herein are performed, but on the contrary, Contractor shall be wholly responsible, therefore.

ASSERTION OF RIGHTS:

3. Failure by the City to assert a right or remedy shall not be construed as a waiver of that right or remedy.

NON-FUNDING CLAUSE:

4. The City of Mobile will have the right to terminate this Agreement at no additional cost and with no penalty whatsoever by giving thirty (30) days prior written notice documenting the lack of funding. The City will use reasonable efforts to ensure appropriated funds are available.

BREACH OF AGREEMENT:

5. In the event of any breach or apparent breach by Contractor of any of its obligations under the terms of this Agreement, the City has the right to terminate the Agreement and pay only for work successfully performed. In the further event that City shall engage the services of any attorney to protect or to enforce its rights with respect to said breach or apparent breach, then and in those events, Contractor agrees to pay and to reimburse any and all reasonable attorneys' fees and expenses which City may incur with respect to City's enforcement of this Agreement; regardless of whether said attorneys' fees and costs shall be incurred in connection with any litigation or in connection merely with advice and representation provided without litigation.

TERMINATION:

6. The City or Contractor may terminate the Agreement upon thirty (30) days written notice. The City shall pay only for work executed and proven loss with respect to materials, equipment, tools and reasonable overhead. The City shall not be liable

for payment to the Contractor for lost profit or damages, as the result of its termination of the Agreement.
Notice from the City shall be mailed to the address provided by the Contractor on this form. Notice to the City shall be addressed to ATTN: Jason Donovan, Public Services Program Manager, City of Mobile Public Services Department, 1900 Hurtel Street, Mobile, AL 36605.

AUTHORITY OF INSPECTORS:

7. The CITY may appoint such inspectors, assistants, or representatives as it deems necessary, and they shall be granted full access to the work and to the mills and factories in which material is being prepared for use under the contract.

   Inspectors will be authorized to inspect all work done and materials furnished. Such inspection may extend to all or any part of the work and to the preparation, fabrication or manufacture of the materials to be used. The inspector will not be authorized to alter or waive the provisions of this contract. The inspector will not be authorized to issue instructions contrary to the plans and specifications, or to act as foreman for the CONTRACTOR; however, he shall have the authority to reject work or materials.

PAYMENT:

8. The City will pay the Contractor for actual work performed in accordance with the following:
   - Payment will be made upon the satisfactory inspection, completion, and acceptance of the work as specified and verified by written statement from the City.
   - Payment will be based upon the total lump sum quoted price for the completed project, not based on unit prices.
   - An original signed invoice shall be submitted to the Public Services Department Program Manager for review and approval. This invoice shall be marked "FINAL ESTIMATE". It shall be emailed to **travis.dunn@cityofmobile.gov** (251-721-2994) **AND Jason.donovan@cityofmobile.org** (251-421-6689), and a hard copy should also be mailed to:

     City of Mobile
     Public Services Maintenance
     Attn. Jason Donovan
     Program Manager
     1900 Hurtel Street
     Mobile, Alabama 36605

NOTICES:

9. Notice for the City shall be mailed to:

City of Mobile
Public Services Maintenance
Attn. Jason Donovan,
Program Manager
1900 Hurtel Street
Mobile, Alabama 36605

EQUAL OPPORTUNITY:

10. The City of Mobile, Alabama is an Equal Opportunity Employer and requires that all Service Contractors comply with the Equal Employment Opportunity laws and the provisions of the Project Documents in this regard.

    The City of Mobile also encourages and supports the utilization of Minority Business Enterprises on this and all other publicly solicited Quote Proposals.

COMPLIANCE WITH ALABAMA IMMIGRATION LAW:

11. By signing this Agreement, the contracting parties affirm, for the duration of the Agreement, that they will not violate federal immigration law or knowingly employ, hire for employment, or continue to employ an unauthorized alien within the state of Alabama. Furthermore, a contracting party found to be in violation of this provision shall be deemed in breach of the Agreement and shall be responsible for all damages resulting therefrom.

    The Contractor agrees that he/she shall comply with all the requirements of the Beason-Hammond Alabama Taxpayer and Citizen Protection Act, Act No. 2011-535, Alabama Code (1975) Section 31-13.1, et, seq., as amended by Act No. 2012-4-91. Compliance shall be evidenced by verification of enrollment in the E-Verify Program and documentation of enrollment shall be attached to this Agreement in Exhibit C and incorporated herein by reference.

BOYCOTT:

12. By signing this Quote Proposal, the Contractor represents and agrees that it is not currently engaged in, nor will it engage in, any boycott of a person or entity based in or doing business with a jurisdiction with which the State of Alabama can enjoy open trade.

ANTI-DISCRIMINATION CLAUSE:

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

GOVERNING LAW AND VENUE:

14. This Agreement shall be governed by the laws of the State of Alabama, and the appropriate venue for any actions arising out of this Agreement shall be a court of proper jurisdiction in Mobile, Alabama.

ITEM VIII

SUPPLEMENTAL SPECIFICATIONS

ITEM 740-A. *TRAFFIC CONTROL*:

740 A.1

Description

This section shall include the work of furnishing, installing, relocating, re-installing and maintaining Construction Signs, Drums, Cones and Weights as required to maintain traffic and to provide a safe work zone, including signpost and portable supports as necessary.

740 A.2

Materials

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

740 A.3

Basis of Payment

Payment will be included in the project lump sum price and shall be paid in full for all labor, materials, equipment, tools, transporting, installing, removal, re-installing and all incidentals necessary to complete this item.

ITEM IX

REGULATORY REQUIREMENTS AND TAX EXEMPTIONS

A. DESCRIPTION OF REQUIREMENTS

1. This project is being quoted EXCLUDING TAXES and requires the Contractor to comply with applicable provides of the Section 40-9-14.1, Code of Alabama, 1975, as amended; applicable provisions of the Alabama Administrative Code; Alabama Department of Revenue Regulation 810-6-3-.77 and applicable requirements of the Alabama Department of Revenue (ADOR). The Contractor and the Owner will be required to apply for Certificates of Exemption with the ADOR which will handle administration of the Certificates. The Contractor shall account for the tax savings on the Accounting of Sales Tax Form attached herein, in addition to filings and reports required by the Alabama Department of Revenue during the course of the project.

2. The Quote Proposal shall exclude state and local sales and use taxes charged to a contractor licensed by the State Licensing Board for General Contractors or subcontractor for the purchase of construction materials and supplies and other tangible personal property that becomes part of this project.

3. Forms required to be completed and submitted shall be those included in the Request for Proposal Package; those required by the ADOR; and any others as required by the Owner.

4. The purchase of tools, equipment, and similar items, which do not become the Owner's property, are specifically excluded from these sales and use tax exemptions, and any additional exclusions as required by the ADOR's Rules and Regulations.

B. GENERAL PROCEDURES

1. The provisions of this section shall take precedence over applicable portions of the Contract Documents including, in part, "Instructions to Contractors" and "Special Provisions". Unaltered provisions of those documents shall remain in effect.

2. The Contractor, subcontractors, and all material dealers are hereby made aware of the Intent of the Owner to reduce the cost of the Project by the purchase of property, materials, etc., in the manner described herein, and neither they nor the Contractor shall withhold their consent to this arrangement.

3. Any and all administrative costs incurred by Contractors and subcontractors administering the tax savings shall be considered to be included in the Quote Proposal for the Work. No additional amount shall be added to the Agreement because of the service provided by the Contractor in the purchase of property, materials, etc., as described herein, or in reporting exempt purchases to the ADOR, or otherwise complying with the reporting requirements established by the ADOR.

4. The administration of the sales and use tax savings shall be administered as indicated herein and as otherwise required or directed by the ADOR. In the event of conflict, the requirements or directions of the ADOR shall govern.

5. The Contractor, notwithstanding this special purchase arrangement, shall select, describe, order, obtain approvals, submit samples, coordinate, process, prepare shop drawings, pursue, receive, inspect, store, protect, insure, guarantee, warrantee, provide, and otherwise be responsible for all materials and systems, the same as if this tax savings procedure were not implemented.

6. When necessary or required, Purchase Orders shall be used for materials for Work on this project only.

7. The Contractor or subcontractor, as the case may be, shall be liable for any actual sales and use tax due; all assessments; and all civil penalties levied by the ADOR as a result of the failure to implement this procedure; the failure to properly report as required by the ADOR; or any unauthorized purchase or use of purchase orders.

8. The Contractor shall utilize the attached Accounting of Sales Tax Form in submitting its Quote Proposal.

ACCOUNTING OF SALES TAX FORM

To: City of Mobile **Date:** _____

Name of Project: **[Street Name]**
2026 Storm Drainage Ditch Cleaning

Project Number: VEG-2026-2070-00

SALES TAX ACCOUNTING
Pursuant to Act 2021-372, the Contractor accounts for the sales tax NOT included in the Quote Proposal form as follows:

BASE QUOTE	**ESTIMATED SALES TAX AMOUNT**
$	$

Failure to provide an accounting of sales tax shall render the Quote Proposal non-responsive. Other than determining responsiveness, sales tax accounting shall not affect the Quote pricing nor be considered in the determination of a responsible and responsive Quote.

Legal Name of Contractor_____

Mailing Address_____

***By (Legal Signature)** _____

*Name (type or print) _____ (Seal)

*Title_____

Telephone Number_____

EXHIBIT A
LOCATION MAP(S) AND PHOTOS

Location Map

Location Photo	Location Photo
Location Photo	Location Photo

EXHIBIT B
CONTRACTORS INSURANCE CERTIFICATION

ACORD

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

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

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	CONTACT NAME:	
	PHONE (A/C, No, Ext):	FAX (A/C, No):
	E-MAIL ADDRESS:	
	INSURER(S) AFFORDING COVERAGE	NAIC #
INSURED	INSURER A :	
	INSURER B :	
	INSURER C :	
	INSURER D :	
	INSURER E :	
	INSURER F :	

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE	$
	CLAIMS-MADE OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$
							MED EXP (Any one person)	$
							PERSONAL & ADV INJURY	$
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$
	POLICY PRO-JECT LOC						PRODUCTS - COMP/OP AGG	$
	OTHER:							$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$
	ANY AUTO						BODILY INJURY (Per person)	$
	OWNED AUTOS ONLY / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	HIRED AUTOS ONLY / NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
	UMBRELLA LIAB OCCUR						EACH OCCURRENCE	$
	EXCESS LIAB CLAIMS-MADE						AGGREGATE	$
	DED RETENTION $							$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N						PER STATUTE OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? N / A (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.

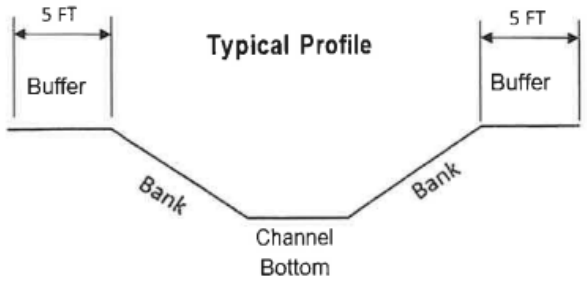
The MUTCD can be found at https://mutcd.fhwa.dot.gov/kno_2009r1r2.htm.

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

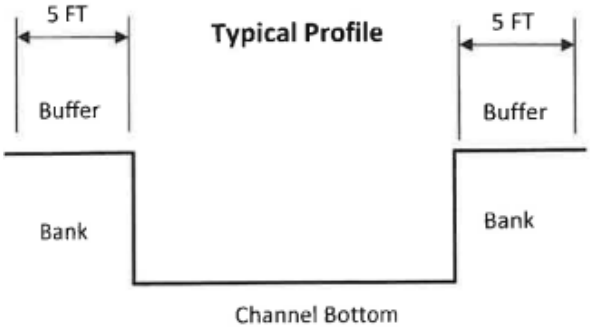
Ditch Maintenance Standards

Trapezoidal Ditch Maintenance Standards



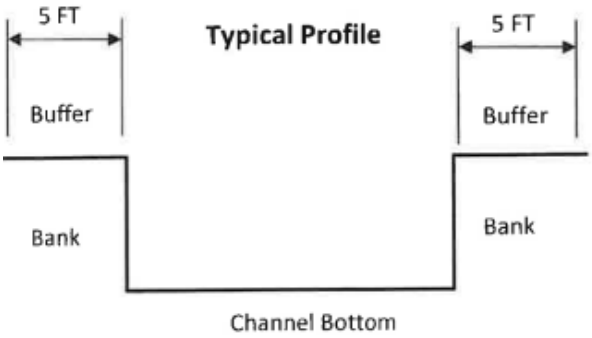
Note: This profile represents a typical concrete trapezoidal ditch. Depth, bank slope and buffer area varies.

Concrete Rectangular Ditch Maintenance Standards



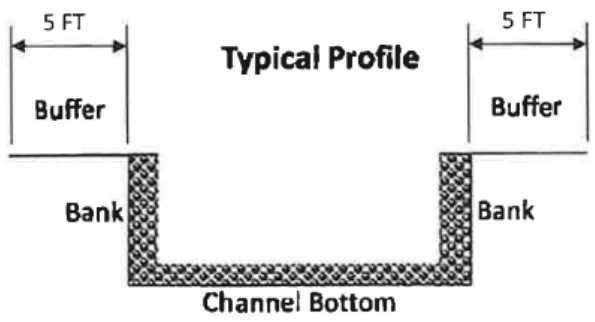
Note: This profile represents a typical rectangular concrete ditch. Depth and buffer area varies.

Concrete Rectangular Ditch Maintenance Standards



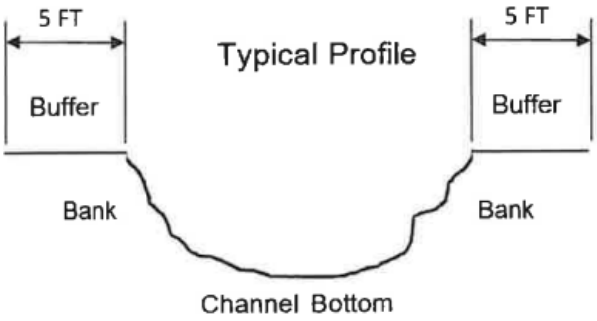
Note: This profile represents a typical rectangular concrete ditch. Depth and buffer area varies.

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

AGENDA ITEM SUMMARY SHEET

Agenda of: May 12, 2026

Submitted by:
John Paine, Purchasing Agent

Sponsored by:
Spiro Cheriogotis, Mayor

Purpose and Scope of Project:
To approve issuance of purchase order toSecure Land & Tree LLC for storm drainage vegetation and debris removal - South University Blvd to junction behind 432 Ridgecrest Court.

Amount of Contract:
$29,200.00

Funding Source
General fund

ATTACHMENTS:
1. 20260506 Secure Agenda Package POs

REVIEWERS:
Donald Rose
James Barber

AGENDA ITEM SUMMARY SHEET

Print Page | Reset

Agenda of: 12 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 Secure Land & Tree LLC

PURPOSE & SCOPE OF PROJECT:

To approve issuance of purchase order toSecure Land & Tree LLC for storm drainage vegetation and debris removal - South University Blvd to junction behind 432 Ridgecrest Court.
General fund

RESOLUTION ☒ ORDINANCE ☐ OTHER ☐

AMOUNT OF CONTRACT: $29,200.00

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
12147	2026	(2070) PUBLIC SERVICES ADMINISTRATION	STORM DRAINAGE VEGETATION AND DEBRIS REMOVAL – SOUTH UNIVERSITY BLVD TO JUNCTION BEHIND 432 RIDGECREST COURT (PRICE BELOW BID REQUIREMENT; VENDOR ROTATION POOL)	$29,200.00	(300087) SECURE LAND & TREE LLC

Adopted:

_____
City Clerk

Bill To	Requisition 00012147-00 FY 2026
ACCOUNTS PAYABLE	
P O BOX 389	Acct No: 1000.40.20.2070.2096.2070.0000.0000.42155.
MOBILE, AL 36601	Review:
vendorinvoices@cityofmobile.org	Buyer: 9105paij
	Status: Approved Page 1

Vendor
SECURE LAND & TREE LLC
10820 CREEK RIDGE DRIVE

PENSACOLA, FL 32506

Tel#850-281-3973

Ship To
PUBLIC WORKS ADMIN.
1900 HURTEL STREET
BEFORE 2:30 P.M.
MOBILE, AL 36605
ASHLEY.ADAMS@CITYOFMOBILE.ORG

Deliver To
PUBLIC WORKS ADMIN.
1900 HURTEL STREET
BEFORE 2:30 P.M.
MOBILE, AL 36605

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
05/06/26	300087				PUBLIC SERVICES ADMINISTRAT

LN	Description / Account	Qty	Unit Price	Net Price
001	2026 STORM DRAINAGE DITCH CLEANING PROJECT #VEG-2026-2070-105 S UNIVERSITY TO JUNCTION BEHIND 432 RIDGECREST CT Additional Description Notes --- DISTRICT 5	1.00 EACH	29200.00000	29200.00
1	1000.40.20.2070.2096.2070.0000.0000.42155.			29200.00

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 29200.00

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

Account	Amount	Remaining Budget
1000.40.20.2070.2096.2070.0000.0000.42155.	29200.00	2967363.04

STORMWATER EXP DITCH MAINTENANCE

Bill To	Requisition 00012147-00 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
SECURE LAND & TREE LLC	PUBLIC WORKS ADMIN.
10820 CREEK RIDGE DRIVE	1900 HURTEL STREET
	BEFORE 2:30 P.M.
	MOBILE, AL 36605
PENSACOLA, FL 32506	ASHLEY.ADAMS@CITYOFMOBILE.ORG
Tel#850-281-3973	
	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
05/06/26	300087				PUBLIC SERVICES ADMINISTRAT

LN	Description / Account	Qty	Unit Price	Net Price

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

Activity	Date	Clerk	Comment
Approved	05/06/26	MATTHEW ANDERSON	
Approved	05/06/26	SHONNDA SMITH	Auto approved by: 910516584
Approved	05/06/26	CHERI BOUCHER	Auto approved by: 910516584
Approved	05/06/26	DONALD ROSE	Auto approved by: 9105paij
Approved	05/06/26	SANDRA LEWIS	Auto approved by: 9105paij
Approved	05/06/26	STEVEN KRONINGER	Auto approved by: 9105paij
Approved	05/06/26	SAMANTHA COOLEY	Auto approved by: 9105paij
Approved	05/06/26	JAMES NEESE	Auto approved by: 9105paij
Approved	05/06/26	PATRICIA KENNEDY-JONES	Auto approved by: 9105paij
Approved	05/06/26	REBECCA CRUMPLER	Auto approved by: 9105paij
Approved	05/06/26	ANNE FOLEY	Auto approved by: 9105paij
Approved	05/06/26	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? (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)

INSERT PROJECT NAME; Project Number 20xx-3005-xx

City of Mobile is included as an Additional Insured in respect to all policies (except Workers Compensation and Professional Liability when applicable), which coverage shall be Primary and Non-contributory. Waiver of Subrogation applies in favor of City of Mobile with respect to all policies. Thirty (30) Day Notice of Cancellation, non-renewal or material change shall apply (except 10 days for non-payment).

CERTIFICATE HOLDER	CANCELLATION
City of Mobile P.O. Box 1827 Mobile, Alabama 36633-1827	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE

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EXHIBIT C
E-VERIFY AFFIDAVIT

STATE OF ALABAMA
COUNTY OF MOBILE

AFFIDAVIT OF VENDOR / CONTRACTOR

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

President/CEO of: _____

As a condition for the award of a contract by the City of Mobile to a business entity or employer that employs one or more employees, I hereby attest that in my capacity as _____for _____that said employer shall not knowingly employ, hire for employment, or continue to employ an unauthorized alien.

By signing this contract, the contracting parties affirm, for the duration of the agreement, that they will not violate Federal Immigration Law or knowingly employ, hire for employment, or continue to employ an unauthorized alien within the State of Alabama. Furthermore, a contracting party found to be in violation of this provision shall be deemed in breach of the agreement and shall be responsible for all damages resulting therefrom.

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

CEO of _____

Sworn to and subscribed before me this the _____ day of _____, 20___.

I certify that the affiant is known to me to be the identical party he or she claims to be.

_____
Signature and Seal of Notary Public

EXHIBIT D
RIGHT OF ENTRY AGREEMENT

RIGHT OF ENTRY AGREEMENT

This Right of Entry, ("Agreement") is entered into and effective as of the _____day of _____ 20___ , by and between the City of Mobile, Alabama, a municipal corporation organized and existing under the laws of the State of Alabama (hereinafter, "City"), and:

Property Owner(s):

Mailing Address:

Property Address (if different):

(collectively referred to as "Owner").

RECITALS

WHEREAS, Owner is the lawful owner or authorized representative of the real property located at the address stated above ("the Premises"); and

WHEREAS the City has requested access to the Premises for the limited purpose of performing or facilitating the following work or activity:

Inspection, mowing, trimming, and removal of vegetation and debris within existing storm drainage ditches and easements, including associated documentation and incidental maintenance activities; and

WHEREAS Owner is willing to grant the City temporary access to the Premises subject to the terms and conditions set forth below.

AGREEMENT

1. **Right of Entry.**
   The Owner hereby grants the City, its officers, employees, contractors, and authorized agents the right to enter the Premises at reasonable times for the limited purpose described above, including bringing personnel, vehicles, and equipment as necessary. This right shall extend only for the duration reasonably necessary to complete the activity described and shall not create or imply any permanent interest or easement in the Premises.

   The work will be done in an orderly manner, and any property disturbed by the City will be returned to a condition substantially the same as it was on the date entry was granted upon the above-described property.

2. **No Compensation.**

   Owner acknowledges and agrees that no compensation will be provided by the City in connection with the entry, inspection, or work performed unless otherwise agreed to in writing by the parties.

3. **Entire Agreement.**

   This Agreement represents the entire agreement between the parties regarding the matters described herein and supersedes any prior oral or written understandings. No amendment or modification shall be valid unless in writing and signed by both parties.

4. **Governing Law and Venue.**

   This Agreement shall be governed by the laws of the State of Alabama. Any dispute shall be resolved exclusively in the state or federal courts located in Mobile County, Alabama.

5. **Binding Effect.**

   This Agreement shall be binding upon and inure to the benefit of the parties, their heirs, legal representatives, successors, and assigns.

6. **Photographic Documentation.**

   The City may take photographs or videos of the Premises during its access solely for documentation and public record purposes. Such materials may be retained and used by the City as needed, subject to applicable public records laws.

7. **Records and Public Disclosure.**

   This Agreement and any records created in connection with the work may be subject to public disclosure in accordance with Alabama law, including the Alabama Open Records Act.

8. **Emergency Access Carve-Out.**

   Nothing in this Agreement shall be construed to limit the City's right to enter the Premises without consent in cases of emergency or as otherwise authorized by law.

9. **Environmental Conditions.**

The City shall have no responsibility for pre-existing environmental conditions or contamination on the Premises. If environmental concerns are discovered during the work, the City may suspend activity until further evaluation is conducted.

10. **Assumption of Risk.**

Owner acknowledges that certain activities may pose inherent risks, including temporary disruption of access or minor damage to landscaping or surface features. Owner accepts such risks as reasonably incidental to the limited work authorized herein.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first above written.

OWNER(S):

Signature:

Print Name:

Date:

Signature:

Print Name:

Date:

WITNESSED BY:

Signature:

Print Name:

Address:

Date:

Signature:

Print Name:

Address:

Date:

CITY OF MOBILE, ALABAMA

By:

Name:

Title:

Date:

EXHIBIT E
TRAFFIC CONTROL INFORMATION

Traffic Control Information

The Contractor shall be prepared to assist motorists with flagging operations per MUTCD guidelines, as required. Be aware that if work is being performed close to the roadway, but not actually in the road, that some flagging operations may be needed. This may be the case if motorists' line of sight is blocked due to equipment and/or concrete trucks.

If any construction activities will be performed in the roadway or will affect traffic, a Traffic Control Plan must be submitted by the Contractor to Butch Ladner in the City of Mobile Traffic Engineering Department at least two full working days prior to initiating work. The Traffic Control Plan must show site specific conditions including any cross streets and driveways that are within the traffic control zone. Butch Ladner may be contacted at (251) 208-2972 for questions, assistance, or to discuss traffic control requirements.

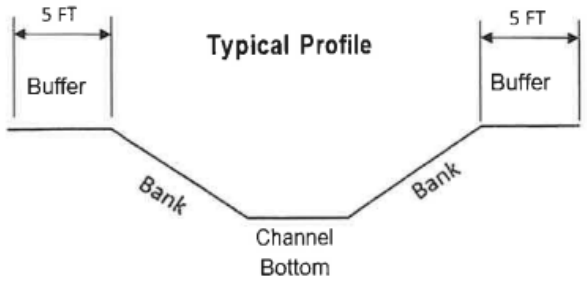
The MUTCD can be found at https://mutcd.fhwa.dot.gov/kno_2009r1r2.htm.

If you are unfamiliar with MUTCD requirements, a local traffic control contractor may be of assistance in preparing a traffic control plan or renting equipment.

EXHIBIT F
DITCH MAINTENCE STANDARDS

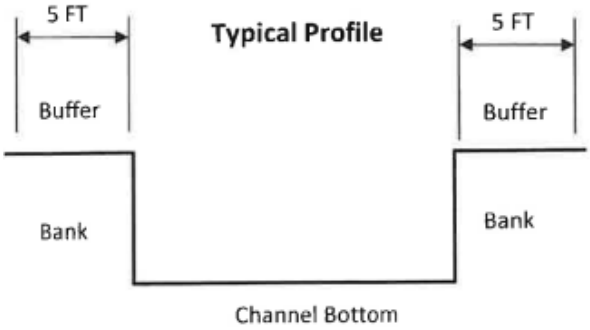
Ditch Maintenance Standards

Trapezoidal Ditch Maintenance Standards



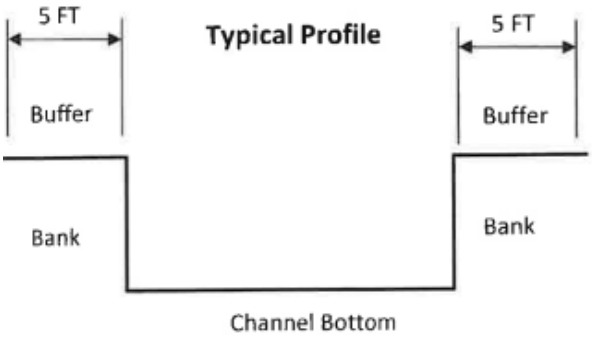
Note: This profile represents a typical concrete trapezoidal ditch. Depth, bank slope and buffer area varies.

Concrete Rectangular Ditch Maintenance Standards



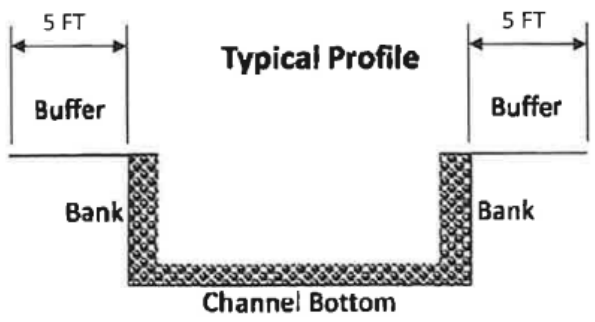
Note: This profile represents a typical rectangular concrete ditch. Depth and buffer area varies.

Concrete Rectangular Ditch Maintenance Standards



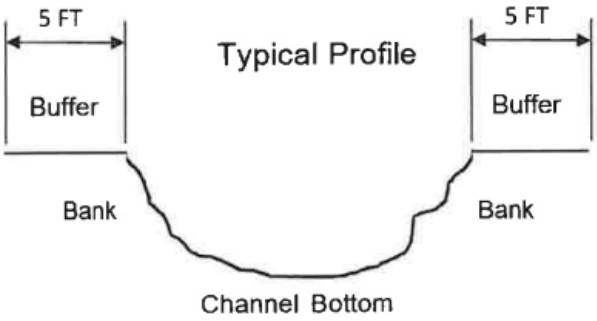
Note: This profile represents a typical rectangular concrete ditch. Depth and buffer area varies.

Gabion Ditch Maintenance Standards



Note: This profile represents a typical Gabion ditch. Depth and buffer area varies.

Earthen Ditch Maintenance Standards



Note: This profile represents a typical Earthen ditch. Depth and buffer area varies.

CAPITAL CONTRACT SUMMARY SHEET

AGENDA ITEM SUMMARY SHEET

Agenda of: May 12, 2026

Submitted by:
John Paine, Purchasing Agent

Sponsored by:
Spiro Cheriogotis, Mayor

Purpose and Scope of Project:
To approve issuance of purchase order to Southern Realty Management Grp, LLC for storm drainage vegetation and debris removal - 857 Downtowner Blvd.

Amount of Contract:
$21,500.00

Funding Source
General fund

ATTACHMENTS:
1. 20260507 Southern Agenda Package POs

REVIEWERS:
Donald Rose
James Barber

AGENDA ITEM SUMMARY SHEET

Print Page | Reset

Agenda of: 12 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 Southern Realty Management Group, LLC

PURPOSE & SCOPE OF PROJECT:
To approve issuance of purchase order to Southern Realty Management Grp, LLC for storm drainage vegetation and debris removal - 857 Downtowner Blvd.
General fund

RESOLUTION ☒ ORDINANCE ☐ OTHER ☐

AMOUNT OF CONTRACT: $21,500.00

FUNDING SOURCE:

Budget Item: See Requisitions Discretionary Funds: _____

Budget amendment: REDUCE ☐ INCREASED ☐

Grant funds: _____ Matching funds: _____

Associated Costs:

Current year (itemize)
Type: _____ Amount: _____

Future years
Year: _____ Amount: _____

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

Effective date of contract: On issuance to vendor.

Renewal date of contract (if applicable): _____

If not bid, state reason: Price below bid requirement. Advertised vendor rotation pool.

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

How many bidders submitted bids (if applicable): na

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

R E S O L U T I O N

Sponsored by: Mayor Spiro N. Cheriogotis

BE IT RESOLVED BY THE CITY COUNCIL OF MOBILE, ALABAMA, that the Purchasing Agent is authorized to execute, for and on behalf of the City of Mobile, a purchase order to the indicated vendor in the approximate amount stated, and to approve the supporting bid award if required, for the following requisition as indicated below and attached herein:

Requisition	Fiscal Year	Department	Description	Amount	Vendor
12153	2026	(2070) PUBLIC SERVICES ADMINISTRATION	STORM DRAINAGE VEGETATION AND DEBRIS REMOVAL – 857 DOWNTOWNER BLVD (PRICE BELOW BID REQUIREMENT; VENDOR ROTATION POOL)	$21,500.00	(296787) SOUTHERN REALTY MANAGEMENT GROUP, LLC

Adopted:

_____
City Clerk

Bill To	Requisition 00012153-00 FY 2026
ACCOUNTS PAYABLE	
P O BOX 389	Acct No: 1000.40.20.2070.2096.2070.0000.0000.42155.
MOBILE, AL 36601	Review:
vendorinvoices@cityofmobile.org	Buyer: 9105paij
	Status: Approved Page 1

Vendor
SOUTHERN REALTY MANAGEMENT GROUP, LLC
217 HERITAGE CIR

MOBILE, AL 36608

Tel#2514237512

Ship To
PUBLIC WORKS ADMIN.
1900 HURTEL STREET
BEFORE 2:30 P.M.
MOBILE, AL 36605
ASHLEY.ADAMS@CITYOFMOBILE.ORG

Deliver To
PUBLIC WORKS ADMIN.
1900 HURTEL STREET
BEFORE 2:30 P.M.
MOBILE, AL 36605

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
05/06/26	296787				PUBLIC SERVICES ADMINISTRAT

LN	Description / Account	Qty	Unit Price	Net Price
001	2026 STORM DRAINAGE DITCH CLEANING PROJECT #VEG-2026-2070-108 857 DOWNTOWNER BLVD Additional Description Notes --- DISTRICT 5	1.00 EACH	21500.00000	21500.00
1	1000.40.20.2070.2096.2070.0000.0000.42155.			21500.00

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 21500.00

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

Account	Amount	Remaining Budget
1000.40.20.2070.2096.2070.0000.0000.42155.	21500.00	2965131.46
STORMWATER EXP DITCH MAINTENANCE		

Bill To	Requisition 00012153-00 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
SOUTHERN REALTY MANAGEMENT GROUP, LLC	PUBLIC WORKS ADMIN.
217 HERITAGE CIR	1900 HURTEL STREET
	BEFORE 2:30 P.M.
	MOBILE, AL 36605
MOBILE, AL 36608	ASHLEY.ADAMS@CITYOFMOBILE.ORG
Tel#2514237512	

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
05/06/26	296787				PUBLIC SERVICES ADMINISTRAT

LN	Description / Account	Qty	Unit Price	Net Price

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

Activity	Date	Clerk	Comment
Approved	05/07/26	MATTHEW ANDERSON	
Approved	05/07/26	SHONNDA SMITH	Auto approved by: 910516584
Approved	05/07/26	CHERI BOUCHER	Auto approved by: 910516584
Approved	05/07/26	DONALD ROSE	Auto approved by: 9105paij
Approved	05/07/26	SANDRA LEWIS	Auto approved by: 9105paij
Approved	05/07/26	STEVEN KRONINGER	Auto approved by: 9105paij
Approved	05/07/26	SAMANTHA COOLEY	Auto approved by: 9105paij
Approved	05/07/26	JAMES NEESE	Auto approved by: 9105paij
Approved	05/07/26	PATRICIA KENNEDY-JONES	Auto approved by: 9105paij
Approved	05/07/26	REBECCA CRUMPLER	Auto approved by: 9105paij
Approved	05/07/26	ANNE FOLEY	Auto approved by: 9105paij
Approved	05/07/26	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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REGULATORY REQUIREMENTS AND TAX EXEMPTIONS	ITEM IX
LOCATION MAP(S) AND PHOTOS	EXHIBIT A
CONTRACTORS INSURANCE CERTIFICATION	EXHIBIT B
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RIGHT OF ENTRY AGREEMENT	EXHIBIT D
TRAFFIC CONTROL INFORMATION	EXHIBIT E
DITCH MAINTENANCE STANDARDS	EXHIBIT F

ITEM I

DEFINITIONS

The following terms and their definitions shall apply:

AGREEMENT - Whenever the word "AGREEMENT" is used it shall be held to mean the signed documents comprising this written Request for Quote from the Contractor and executed by the City of Mobile, setting forth the obligations of the parties hereunder for the performance of the prescribed work. The Agreement includes the Definitions, Instructions to Contractors, Quote Proposal, Contract Forms and Contract Bonds, Specifications, Supplemental Specifications, Special Provisions, General and Detailed Plans, Construction Details, Articles of Agreement, and any change orders that are required to complete the construction of the work in an acceptable manner, including authorized extensions thereof, and such other documents as by law or references are made a part thereof, all of which constitute one instrument.

ALDOT - State of Alabama Department of Transportation

CITY - City of Mobile, Alabama

CONTRACT - Whenever the word "CONTRACT" is used it shall be held to mean this "AGREEMENT" comprising this written Request for Quote from the Contractor and executed by the City of Mobile and any and all exhibits and attachments, setting forth the obligations of the parties hereunder for the performance of the prescribed work.

CONTRACTOR - An individual, corporation, partnership, or other entity submitting a Quote Proposal and selected to perform any or all construction services.

INSPECTOR - An authorized representative of the CITY, assigned to make inspections of the PROJECT.

PROJECT – 2026 Storm Drainage Ditch Cleaning (Location), City of Mobile Public Services
Project No: VEG-2026-2070-00**.** This is for mowing and removing vegetation from various types of storm drainage ditches (See Exhibit A for locations.)

STANDARD SPECIFICATIONS - Alabama Department of Transportation Standard Specifications for Highway Construction, 2018 edition, with all latest additions and modifications by the Engineering Department of the City of Mobile.

MUTCD - Manual on Uniform Traffic Control Devices for Streets and Highways, latest edition

WORK – All of the activities required of the Contractor to perform the requirements of this Agreement in full.

QUOTE – The total cost for the Contractor to perform all work for the referenced Project in the Quote Proposal. The Quote is a stipulated sum provided by the Contractor to provide all work in full.

QUOTE PROPOSAL – The portion of this Agreement located in Item IV, including the total cost Quote for the Project.

PUBLIC SERVICES (PS) REPRESENTATIVE – An authorized representative of the city of mobile public services Dept. Authorized by the public services project manager.

ITEM II

INSTRUCTIONS TO CONTRACTORS

The service, term, location, and lump sum cost of the work are as set out in the Request for Quote.

Examination of Documents and Site: Before submitting a Quote Proposal, the Contractor shall carefully examine this Request for Quote, visit the site of the Work, fully inform themselves as to existing conditions and limitations, and include in the Quote Proposal a sum to cover the cost of all items required to perform the work in full. **The submission of the Quote Proposal will be considered as conclusive evidence that the Contractor has made such examination.**

All work performed under this contract shall be in accordance with the State of Alabama Highway Department Standard Specifications for Highway Construction, 2018 Edition, with all latest additions and modifications by the Engineering Department for the City of Mobile, or as amended herein.

Requests for information (RFI's) shall be submitted in writing to the Public Services Project Manager no later than three (3) business days prior to the Quote Proposal Submittal date. Responses shall be in the form of a written Addendum and issued to all Contractors. Receipt of all addenda shall be acknowledged by all Contractors in the Request for Quote package. **Failure to acknowledge Addenda may result in disqualification of the Quote Proposal.**

All papers attached hereto in the Request for Quote Package shall be returned with the Quote Proposal Sheets attached.

This IS a tax-exempt project. Quote Proposals shall EXCLUDE all applicable sales and use taxes.

A City of Mobile Business License is required. It shall be current at the time of submitting a Quote Proposal and throughout the Agreement period.

The Contractor must be registered with the City of Mobile as a vendor. Registration can be found at:**https://mobileselfservice.tylertech.com/Vendors/Registration/Default.aspx**

The Contractor shall submit to the City of Mobile the following documents with the project Quote Proposal:

1. The ENTIRE Quote Proposal Package

2. Certificate of Insurance along with ALL endorsements in accordance with City of Mobile Insurance Requirements as described in Item V (Example in Exhibit B)

3. Proof of enrollment in the Federal E-Verify program (Exhibit C)

4. A Company W-9 Tax Form and Vendor Information Form (if not currently on file with the City of Mobile)

5. Accounting of Sales Tax Form (Item IX)

After the Quote Package has been approved by the City, a Purchase Order (PO) will be issued to the Contractor. Under no circumstances shall any work be performed prior to the issuance of the PO. **Once the PO is received, the Contractor shall contact the Public Services Project Manager (Jason Donovan) at 251-421-6689 or Jason.donovan@cityofmobile.org as well as Travis Dunn at (251) 721-2994 or travis.dunn@cityofmobile.gov in order to confirm the construction start date in writing.**

ITEM III

PROJECT SCOPE

Contractor shall exercise caution when performing work. Proper equipment shall be utilized as to not damage improved ditch sections (concrete ditch sections, gabion basket ditches, etc.). Contractor shall be responsible for repairing damages caused to ditch sections due to contractor negligence or improper use of equipment, at no cost to the City.

If ditches are overrun by vegetation, with no clearly established channel limits, a PS Representative will define the main flow line. The Contractor shall clear the vegetation within five (5) feet on each side of the flow line.

VEGETATION REMOVAL:
Contractor is responsible for the removal of living and dead vegetation within five (5) horizontal feet beyond the top of the ditch bank (see Typical Profiles on following pages) all work shall be done inside the existing easement. Nothing outside these boundaries is to be cut or removed by the Contractor unless otherwise approved or directed by the PS Representative. If unsure of the area, Contractor shall contact the PS Representative for clarification. Overhanging vegetation above ditches shall be cleared up to at least five feet from the bottom of the ditch. Ditches that are deeper than five feet shall be cleared of overhanging vegetation to the top edge of the ditch. The grass and vegetation shall be mowed to a height of 4" to 6". The contractor is responsible for trimming around concrete head walls and should be able to do so from the top of the ditch. Where work is conducted near a Right of Way, no vegetative debris will remain in the concrete or pavement area of the Right of Way after the work is completed or as directed by the P.S. representative. In the areas where the slope of an earthen ditch bank is greater than 1:1, the vegetation will be trimmed by the contractor up to and even with the top of the bank.

FIELD DOCUMENTATION:
The following documentation will be required to be maintained by the contractor:

1. Photos of the ditches, before and after vegetation removal.
2. Document, report, and photograph all ditch damage (ex. Concrete, Gabion, Washout ...), before and after vegetation removal.

ADDITIONAL REQUIREMENTS:
Prior to the start of construction, Contractors may be required to show in writing how they will accomplish their proposed bid.

ITEM IV

QUOTE PROPOSAL

Scope of Work:
Work to be performed by Contractor under this Agreement shall consist of furnishing all labor, materials, insurance, tools, supplies and equipment necessary to provide comprehensive ditch vegetation removal services as described below.

Removal of living and dead vegetation within the ditch and five (5) horizontal feet beyond the top of the ditch bank at [DITCH LOCATION], as shown in Exhibit A. Enclosed herein, the City has estimated the general location and total linear feet (LF) of ditch segments included in this project. Actual Field Conditions may vary. Contractor will provide unit and extended unit prices on the Quote Proposal Sheets. The total price quote based on the government estimated quantities will be used to set the price for award. Contractor will be required to document materials used when invoicing the city. Contractor will be paid the lump sum total price at the completion of the project, unless otherwise agreed to due to project size and complexity. If there is any work for which no pay item is provided, the cost will be considered incidental to the Project.

Company Name (Print):

Company Address:

City: _____ **State:** _____ **Zip Code:**

Owner Name (Print):

Owner Signature: _____ **Date:**

Please complete and return with your Request for Quote package.
Also, attach Contractor's proof of insurance, and other items as listed in Item II.

Quote Proposal sheet

City of Mobile

Public Services Department

Location: [Approximate ditch location]

Quote Due By: [Date]

Project No: VEG-2026-2070-00

District: #

Description: Removal of all vegetation within the ditch and five horizontal feet of the top beyond the ditch bank.

Vegetation Removal

DESCRIPTION	QTY	UNIT	UNIT PRICE	UNIT PRICE (WRITTEN IN WORDS)	TOTAL QUOTE
Removal of all vegetation within the ditch and five horizontal feet of the top beyond the ditch bank.		LF		_____DOLLARS _____CENTS	

Total quote (written in words):

Number of working days to complete: 14

ITEM V

CERTIFICATE OF CONTRACTOR'S INSURANCE

INDEMNIFICATION: CONTRACTOR shall indemnify, defend and hold harmless City and its officers, elected officials, agents, representatives, and employees in respect of any and all claims, injuries, losses, diminution in value, damages, liabilities, whether or not currently due, and related expenses (including without limitation, settlement costs and any legal or other expenses for investigating or defending any actions or threatened actions) arising from or in connection with CONTRACTOR'S performance under this agreement, including but not limited to, environmental laws, regulations, orders and decrees of whatever character or nature and damage or injury to persons or property.

For the term of this Agreement, Contractor shall acquire and maintain, in full force and effect, the following liability and comprehensive insurance issued by a company licensed and qualified to do business in the State of Alabama, ***which such insurance shall name the City of Mobile as an additional insured,*** and shall attach to this Agreement, as proof thereof and as, a certificate of insurance(s) issued by an agent licensed and qualified to do business in the State of Alabama, stating the following:

The City of Mobile, its employees, agents, and all other indemnified parties shall be named as additional insureds on a primary and non-contributory basis for General Liability (including ongoing and completed operations), Automobile Liability, and Umbrella Liability, where required by written contract. A waiver of subrogation in favor of these parties shall apply to General Liability, Automobile Liability, Umbrella Liability, and Workers' Compensation, where required by written contract. The Workers' Compensation policy shall include an Alternate Employer Endorsement and shall provide thirty (30) days' prior written notice of cancellation, where required by written contract.

A. General Liability insurance – public liability including premises, products and complete operations.
   1. Bodily injury liability - $250,000 each person
      $500,000 each occurrence

   2. Property damage liability - $100,000 each occurrence
      Or (in lieu of (1) and (2) above

   3. Bodily injury and property damage combined - $500,000 per occurrence

B. Comprehensive – Automobile Liability Insurance including owned, non-owned, and hired vehicles.

1. Bodily injury liability - $250,000 each person
   $500,000 each occurrence

2. Property damage liability - $100,000 each occurrence.
   Or (in lieu of (1) and (2) above)

3. Bodily injury and property damage combined - $500,000 per occurrence

If the certificate of insurance referenced in this Agreement does not evidence insurance of owned vehicles, said certificate and this sentence shall evidence the Contractor's covenant that it does not own any vehicles and that it will not purchase or obtain any vehicles during the term of this Agreement. Said certificate shall require that said insurance coverage will not be altered or terminated unless the City shall have been given written notice of such alteration or termination delivered to the City not less than thirty (30) days before the effective date of such alteration or termination.

ITEM VI

SPECIAL PROVISIONS

1. Coordinate all work with the Program Manager of the City of Mobile Public Services Department. All Work shall be scheduled to minimize the disturbance and interruption of the flow of traffic and the public.

   If needed (when working in the roadway or performing any activities that will affect traffic), the Contractor shall be required to submit a plan for traffic control to the City Traffic Engineer for approval prior to beginning construction. The Traffic Control Plan must be submitted at least two full working days prior to proceeding. Contractor shall assist motorists using paddles or flagging per the Manual on Uniform Traffic Control Devices for Streets and Highways (MUTCD) guidelines. See Exhibit E for additional information.

2. For all work performed under this Agreement, the Contractor shall use only skilled laborers. Laborers shall be properly supervised.

3. The City shall not prohibit the Contractor from performing the work described herein during a normal workday. For this provision a "normal workday" is defined as any business day between the hours of 7:30 a.m. and 5:00 p.m.

4. The Contractor shall ensure that the jobsite is clear and clean of debris at the end of each workday and at the completion of the project.

5. Contractor shall obtain, at its own expense, all necessary professional licenses, permits, insurance, authorization, and assurances necessary to abide by the terms of this Agreement.

6. Payment for any work incidental to the completion of this contract, for which no item was set up, shall be considered incidental to the project.

ITEM VII

ARTICLES OF AGREEMENT

ENTIRE AGREEMENT:

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

NO AGENCY RELATIONSHIP CREATED:

2. Contractor, in the performance of its operations and obligations hereunder, shall not be deemed to be an agent of the City but shall be deemed to be an independent contractor in every respect and shall take all steps at its own expense, as City may from time to time request, to indicate that it is an independent contractor. City does not and will not assume any responsibility for the means by which or the manner in which the services by Contractor provided for herein are performed, but on the contrary, Contractor shall be wholly responsible, therefore.

ASSERTION OF RIGHTS:

3. Failure by the City to assert a right or remedy shall not be construed as a waiver of that right or remedy.

NON-FUNDING CLAUSE:

4. The City of Mobile will have the right to terminate this Agreement at no additional cost and with no penalty whatsoever by giving thirty (30) days prior written notice documenting the lack of funding. The City will use reasonable efforts to ensure appropriated funds are available.

BREACH OF AGREEMENT:

5. In the event of any breach or apparent breach by Contractor of any of its obligations under the terms of this Agreement, the City has the right to terminate the Agreement and pay only for work successfully performed. In the further event that City shall engage the services of any attorney to protect or to enforce its rights with respect to said breach or apparent breach, then and in those events, Contractor agrees to pay and to reimburse any and all reasonable attorneys' fees and expenses which City may incur with respect to City's enforcement of this Agreement; regardless of whether said attorneys' fees and costs shall be incurred in connection with any litigation or in connection merely with advice and representation provided without litigation.

TERMINATION:

6. The City or Contractor may terminate the Agreement upon thirty (30) days written notice. The City shall pay only for work executed and proven loss with respect to materials, equipment, tools and reasonable overhead. The City shall not be liable

for payment to the Contractor for lost profit or damages, as the result of its termination of the Agreement.
Notice from the City shall be mailed to the address provided by the Contractor on this form. Notice to the City shall be addressed to ATTN: Jason Donovan, Public Services Program Manager, City of Mobile Public Services Department, 1900 Hurtel Street, Mobile, AL 36605.

AUTHORITY OF INSPECTORS:

7. The CITY may appoint such inspectors, assistants, or representatives as it deems necessary, and they shall be granted full access to the work and to the mills and factories in which material is being prepared for use under the contract.

   Inspectors will be authorized to inspect all work done and materials furnished. Such inspection may extend to all or any part of the work and to the preparation, fabrication or manufacture of the materials to be used. The inspector will not be authorized to alter or waive the provisions of this contract. The inspector will not be authorized to issue instructions contrary to the plans and specifications, or to act as foreman for the CONTRACTOR; however, he shall have the authority to reject work or materials.

PAYMENT:

8. The City will pay the Contractor for actual work performed in accordance with the following:
   - Payment will be made upon the satisfactory inspection, completion, and acceptance of the work as specified and verified by written statement from the City.
   - Payment will be based upon the total lump sum quoted price for the completed project, not based on unit prices.
   - An original signed invoice shall be submitted to the Public Services Department Program Manager for review and approval. This invoice shall be marked "FINAL ESTIMATE". It shall be emailed to **travis.dunn@cityofmobile.gov** (251-721-2994) **AND Jason.donovan@cityofmobile.org** (251-421-6689), and a hard copy should also be mailed to:

     City of Mobile
     Public Services Maintenance
     Attn. Jason Donovan
     Program Manager
     1900 Hurtel Street
     Mobile, Alabama 36605

NOTICES:

9. Notice for the City shall be mailed to:

City of Mobile
Public Services Maintenance
Attn. Jason Donovan,
Program Manager
1900 Hurtel Street
Mobile, Alabama 36605

EQUAL OPPORTUNITY:

10. The City of Mobile, Alabama is an Equal Opportunity Employer and requires that all Service Contractors comply with the Equal Employment Opportunity laws and the provisions of the Project Documents in this regard.

    The City of Mobile also encourages and supports the utilization of Minority Business Enterprises on this and all other publicly solicited Quote Proposals.

COMPLIANCE WITH ALABAMA IMMIGRATION LAW:

11. By signing this Agreement, the contracting parties affirm, for the duration of the Agreement, that they will not violate federal immigration law or knowingly employ, hire for employment, or continue to employ an unauthorized alien within the state of Alabama. Furthermore, a contracting party found to be in violation of this provision shall be deemed in breach of the Agreement and shall be responsible for all damages resulting therefrom.

    The Contractor agrees that he/she shall comply with all the requirements of the Beason-Hammond Alabama Taxpayer and Citizen Protection Act, Act No. 2011-535, Alabama Code (1975) Section 31-13.1, et, seq., as amended by Act No. 2012-4-91. Compliance shall be evidenced by verification of enrollment in the E-Verify Program and documentation of enrollment shall be attached to this Agreement in Exhibit C and incorporated herein by reference.

BOYCOTT:

12. By signing this Quote Proposal, the Contractor represents and agrees that it is not currently engaged in, nor will it engage in, any boycott of a person or entity based in or doing business with a jurisdiction with which the State of Alabama can enjoy open trade.

ANTI-DISCRIMINATION CLAUSE:

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

GOVERNING LAW AND VENUE:

14. This Agreement shall be governed by the laws of the State of Alabama, and the appropriate venue for any actions arising out of this Agreement shall be a court of proper jurisdiction in Mobile, Alabama.

ITEM VIII

SUPPLEMENTAL SPECIFICATIONS

ITEM 740-A. *TRAFFIC CONTROL*:

740 A.1

Description

This section shall include the work of furnishing, installing, relocating, re-installing and maintaining Construction Signs, Drums, Cones and Weights as required to maintain traffic and to provide a safe work zone, including signpost and portable supports as necessary.

740 A.2

Materials

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

740 A.3

Basis of Payment

Payment will be included in the project lump sum price and shall be paid in full for all labor, materials, equipment, tools, transporting, installing, removal, re-installing and all incidentals necessary to complete this item.

ITEM IX

REGULATORY REQUIREMENTS AND TAX EXEMPTIONS

A. DESCRIPTION OF REQUIREMENTS

1. This project is being quoted EXCLUDING TAXES and requires the Contractor to comply with applicable provides of the Section 40-9-14.1, Code of Alabama, 1975, as amended; applicable provisions of the Alabama Administrative Code; Alabama Department of Revenue Regulation 810-6-3-.77 and applicable requirements of the Alabama Department of Revenue (ADOR). The Contractor and the Owner will be required to apply for Certificates of Exemption with the ADOR which will handle administration of the Certificates. The Contractor shall account for the tax savings on the Accounting of Sales Tax Form attached herein, in addition to filings and reports required by the Alabama Department of Revenue during the course of the project.

2. The Quote Proposal shall exclude state and local sales and use taxes charged to a contractor licensed by the State Licensing Board for General Contractors or subcontractor for the purchase of construction materials and supplies and other tangible personal property that becomes part of this project.

3. Forms required to be completed and submitted shall be those included in the Request for Proposal Package; those required by the ADOR; and any others as required by the Owner.

4. The purchase of tools, equipment, and similar items, which do not become the Owner's property, are specifically excluded from these sales and use tax exemptions, and any additional exclusions as required by the ADOR's Rules and Regulations.

B. GENERAL PROCEDURES

1. The provisions of this section shall take precedence over applicable portions of the Contract Documents including, in part, "Instructions to Contractors" and "Special Provisions". Unaltered provisions of those documents shall remain in effect.

2. The Contractor, subcontractors, and all material dealers are hereby made aware of the Intent of the Owner to reduce the cost of the Project by the purchase of property, materials, etc., in the manner described herein, and neither they nor the Contractor shall withhold their consent to this arrangement.

3. Any and all administrative costs incurred by Contractors and subcontractors administering the tax savings shall be considered to be included in the Quote Proposal for the Work. No additional amount shall be added to the Agreement because of the service provided by the Contractor in the purchase of property, materials, etc., as described herein, or in reporting exempt purchases to the ADOR, or otherwise complying with the reporting requirements established by the ADOR.

4. The administration of the sales and use tax savings shall be administered as indicated herein and as otherwise required or directed by the ADOR. In the event of conflict, the requirements or directions of the ADOR shall govern.

5. The Contractor, notwithstanding this special purchase arrangement, shall select, describe, order, obtain approvals, submit samples, coordinate, process, prepare shop drawings, pursue, receive, inspect, store, protect, insure, guarantee, warrantee, provide, and otherwise be responsible for all materials and systems, the same as if this tax savings procedure were not implemented.

6. When necessary or required, Purchase Orders shall be used for materials for Work on this project only.

7. The Contractor or subcontractor, as the case may be, shall be liable for any actual sales and use tax due; all assessments; and all civil penalties levied by the ADOR as a result of the failure to implement this procedure; the failure to properly report as required by the ADOR; or any unauthorized purchase or use of purchase orders.

8. The Contractor shall utilize the attached Accounting of Sales Tax Form in submitting its Quote Proposal.

ACCOUNTING OF SALES TAX FORM

To: City of Mobile **Date:** _____

Name of Project: **[Street Name]**
2026 Storm Drainage Ditch Cleaning

Project Number: VEG-2026-2070-00

SALES TAX ACCOUNTING
Pursuant to Act 2021-372, the Contractor accounts for the sales tax NOT included in the Quote Proposal form as follows:

BASE QUOTE	**ESTIMATED SALES TAX AMOUNT**
$	$

Failure to provide an accounting of sales tax shall render the Quote Proposal non-responsive. Other than determining responsiveness, sales tax accounting shall not affect the Quote pricing nor be considered in the determination of a responsible and responsive Quote.

Legal Name of Contractor_____

Mailing Address_____

***By (Legal Signature)** _____

*Name (type or print) _____ (Seal)

*Title_____

Telephone Number_____

EXHIBIT A
LOCATION MAP(S) AND PHOTOS

Location Map

Location Photo	Location Photo
Location Photo	Location Photo

EXHIBIT B
CONTRACTORS INSURANCE CERTIFICATION

ACORD

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

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

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	CONTACT NAME:	
	PHONE (A/C, No, Ext):	FAX (A/C, No):
	E-MAIL ADDRESS:	
	INSURER(S) AFFORDING COVERAGE	NAIC #
INSURED	INSURER A :	
	INSURER B :	
	INSURER C :	
	INSURER D :	
	INSURER E :	
	INSURER F :	

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE	$
	CLAIMS-MADE OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$
							MED EXP (Any one person)	$
							PERSONAL & ADV INJURY	$
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$
	POLICY PRO-JECT LOC						PRODUCTS - COMP/OP AGG	$
	OTHER:							$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$
	ANY AUTO						BODILY INJURY (Per person)	$
	OWNED AUTOS ONLY / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	HIRED AUTOS ONLY / NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
	UMBRELLA LIAB OCCUR						EACH OCCURRENCE	$
	EXCESS LIAB CLAIMS-MADE						AGGREGATE	$
	DED RETENTION $							$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N						PER STATUTE OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (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)

INSERT PROJECT NAME; Project Number 20xx-3005-xx

City of Mobile is included as an Additional Insured in respect to all policies (except Workers Compensation and Professional Liability when applicable), which coverage shall be Primary and Non-contributory. Waiver of Subrogation applies in favor of City of Mobile with respect to all policies. Thirty (30) Day Notice of Cancellation, non-renewal or material change shall apply (except 10 days for non-payment).

CERTIFICATE HOLDER	CANCELLATION
City of Mobile P.O. Box 1827 Mobile, Alabama 36633-1827	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE

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EXHIBIT C
E-VERIFY AFFIDAVIT

STATE OF ALABAMA
COUNTY OF MOBILE

AFFIDAVIT OF VENDOR / CONTRACTOR

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

President/CEO of: _____

As a condition for the award of a contract by the City of Mobile to a business entity or employer that employs one or more employees, I hereby attest that in my capacity as _____for _____that said employer shall not knowingly employ, hire for employment, or continue to employ an unauthorized alien.

By signing this contract, the contracting parties affirm, for the duration of the agreement, that they will not violate Federal Immigration Law or knowingly employ, hire for employment, or continue to employ an unauthorized alien within the State of Alabama. Furthermore, a contracting party found to be in violation of this provision shall be deemed in breach of the agreement and shall be responsible for all damages resulting therefrom.

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

CEO of _____

Sworn to and subscribed before me this the _____ day of _____, 20___.

I certify that the affiant is known to me to be the identical party he or she claims to be.

_____
Signature and Seal of Notary Public

EXHIBIT D
RIGHT OF ENTRY AGREEMENT

RIGHT OF ENTRY AGREEMENT

This Right of Entry, ("Agreement") is entered into and effective as of the _____day of _____ 20___ , by and between the City of Mobile, Alabama, a municipal corporation organized and existing under the laws of the State of Alabama (hereinafter, "City"), and:

Property Owner(s):

Mailing Address:

Property Address (if different):

(collectively referred to as "Owner").

RECITALS

WHEREAS, Owner is the lawful owner or authorized representative of the real property located at the address stated above ("the Premises"); and

WHEREAS the City has requested access to the Premises for the limited purpose of performing or facilitating the following work or activity:

Inspection, mowing, trimming, and removal of vegetation and debris within existing storm drainage ditches and easements, including associated documentation and incidental maintenance activities; and

WHEREAS Owner is willing to grant the City temporary access to the Premises subject to the terms and conditions set forth below.

AGREEMENT

1. **Right of Entry.**
   The Owner hereby grants the City, its officers, employees, contractors, and authorized agents the right to enter the Premises at reasonable times for the limited purpose described above, including bringing personnel, vehicles, and equipment as necessary. This right shall extend only for the duration reasonably necessary to complete the activity described and shall not create or imply any permanent interest or easement in the Premises.

   The work will be done in an orderly manner, and any property disturbed by the City will be returned to a condition substantially the same as it was on the date entry was granted upon the above-described property.

2. **No Compensation.**

   Owner acknowledges and agrees that no compensation will be provided by the City in connection with the entry, inspection, or work performed unless otherwise agreed to in writing by the parties.

3. **Entire Agreement.**

   This Agreement represents the entire agreement between the parties regarding the matters described herein and supersedes any prior oral or written understandings. No amendment or modification shall be valid unless in writing and signed by both parties.

4. **Governing Law and Venue.**

   This Agreement shall be governed by the laws of the State of Alabama. Any dispute shall be resolved exclusively in the state or federal courts located in Mobile County, Alabama.

5. **Binding Effect.**

   This Agreement shall be binding upon and inure to the benefit of the parties, their heirs, legal representatives, successors, and assigns.

6. **Photographic Documentation.**

   The City may take photographs or videos of the Premises during its access solely for documentation and public record purposes. Such materials may be retained and used by the City as needed, subject to applicable public records laws.

7. **Records and Public Disclosure.**

   This Agreement and any records created in connection with the work may be subject to public disclosure in accordance with Alabama law, including the Alabama Open Records Act.

8. **Emergency Access Carve-Out.**

   Nothing in this Agreement shall be construed to limit the City's right to enter the Premises without consent in cases of emergency or as otherwise authorized by law.

9. Environmental Conditions.

The City shall have no responsibility for pre-existing environmental conditions or contamination on the Premises. If environmental concerns are discovered during the work, the City may suspend activity until further evaluation is conducted.

10. Assumption of Risk.

Owner acknowledges that certain activities may pose inherent risks, including temporary disruption of access or minor damage to landscaping or surface features. Owner accepts such risks as reasonably incidental to the limited work authorized herein.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first above written.

OWNER(S):

Signature:

Print Name:

Date:

Signature:

Print Name:

Date:

WITNESSED BY:

Signature:

Print Name:

Address:

Date:

Signature:

Print Name:

Address:

Date:

CITY OF MOBILE, ALABAMA

By:

Name:

Title:

Date:

EXHIBIT E
TRAFFIC CONTROL INFORMATION

Traffic Control Information

The Contractor shall be prepared to assist motorists with flagging operations per MUTCD guidelines, as required. Be aware that if work is being performed close to the roadway, but not actually in the road, that some flagging operations may be needed. This may be the case if motorists' line of sight is blocked due to equipment and/or concrete trucks.

If any construction activities will be performed in the roadway or will affect traffic, a Traffic Control Plan must be submitted by the Contractor to Butch Ladner in the City of Mobile Traffic Engineering Department at least two full working days prior to initiating work. The Traffic Control Plan must show site specific conditions including any cross streets and driveways that are within the traffic control zone. Butch Ladner may be contacted at (251) 208-2972 for questions, assistance, or to discuss traffic control requirements.

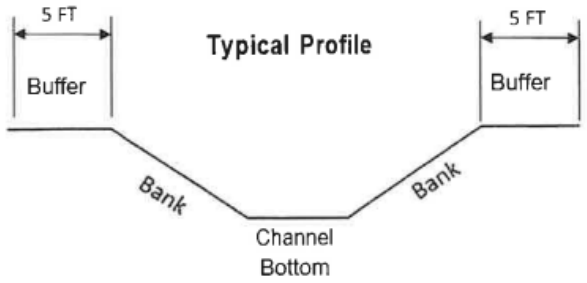
The MUTCD can be found at https://mutcd.fhwa.dot.gov/kno_2009r1r2.htm.

If you are unfamiliar with MUTCD requirements, a local traffic control contractor may be of assistance in preparing a traffic control plan or renting equipment.

EXHIBIT F
DITCH MAINTENCE STANDARDS

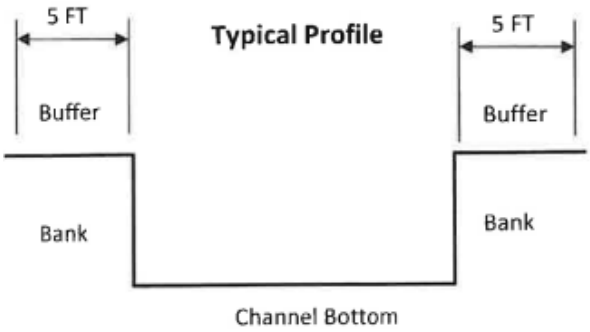
Ditch Maintenance Standards

Trapezoidal Ditch Maintenance Standards



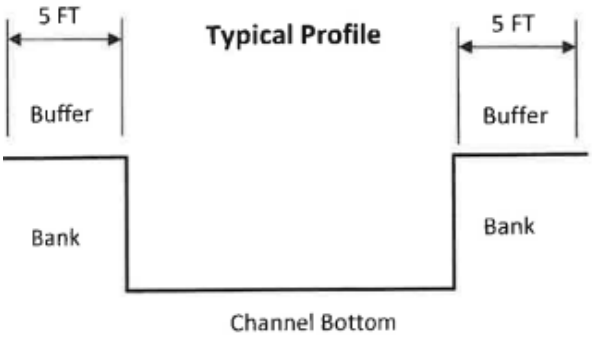
Note: This profile represents a typical concrete trapezoidal ditch. Depth, bank slope and buffer area varies.

Concrete Rectangular Ditch Maintenance Standards



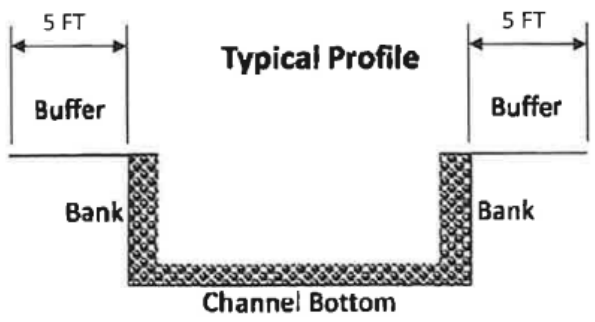
Note: This profile represents a typical rectangular concrete ditch. Depth and buffer area varies.

Concrete Rectangular Ditch Maintenance Standards



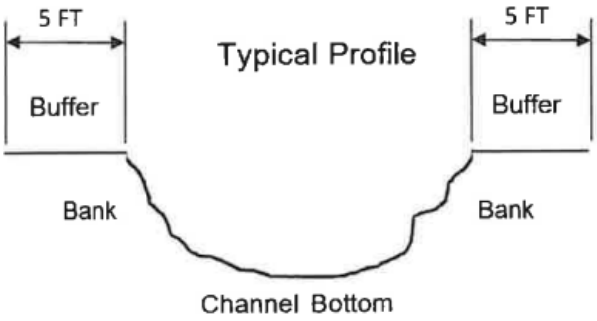
Note: This profile represents a typical rectangular concrete ditch. Depth and buffer area varies.

Gabion Ditch Maintenance Standards



Note: This profile represents a typical Gabion ditch. Depth and buffer area varies.

Earthen Ditch Maintenance Standards



Note: This profile represents a typical Earthen ditch. Depth and buffer area varies.

CAPITAL CONTRACT SUMMARY SHEET

AGENDA ITEM SUMMARY SHEET

Agenda of: May 12, 2026

Submitted by:
John Paine, Purchasing Agent

Sponsored by:
Spiro Cheriogotis, Mayor

Purpose and Scope of Project:
To approve issuance of purchase order to Thomas A. Galloway for storm drainage vegetation and debris removal - Fenwick Road to 40 Ashley Drive

Amount of Contract:
$26,035.00

Funding Source
General fund

ATTACHMENTS:
1. 20260506 Thomas Agenda Package POs

REVIEWERS:
Donald Rose
James Barber

AGENDA ITEM SUMMARY SHEET

Print Page | Reset

Agenda of: 12 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 Thomas A. Galloway

PURPOSE & SCOPE OF PROJECT:

To approve issuance of purchase order to Thomas A. Galloway for storm drainage vegetation and debris removal - Fenwick Road to 40 Ashley Drive

General fund

RESOLUTION ☒ ORDINANCE ☐ OTHER ☐

AMOUNT OF CONTRACT: $26,035.00

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
12118	2026	(2070) PUBLIC SERVICES ADMINISTRATION	STORM DRAINAGE VEGETATION AND DEBRIS REMOVAL – FENWICK ROAD TO 40 ASHLEY DRIVE (PRICE BELOW BID REQUIREMENT; VENDOR ROTATION POOL)	$26,035.00	(300085) THOMAS A GALLOWAY

Adopted:

_____
City Clerk

Bill To	Requisition 00012118-00 FY 2026
ACCOUNTS PAYABLE	
P O BOX 389	Acct No: 1000.40.20.2070.2096.2070.0000.0000.42155.
MOBILE, AL 36601	Review:
vendorinvoices@cityofmobile.org	Buyer: 9105paij
	Status: Approved Page 1

Vendor
THOMAS A. GALLOWAY
33064 STABLES DR. UNIT B

DAPHNE, AL 36527

Tel#251.232.1151

Ship To
PUBLIC WORKS ADMIN.
1900 HURTEL STREET
BEFORE 2:30 P.M.
MOBILE, AL 36605
ASHLEY.ADAMS@CITYOFMOBILE.ORG

Deliver To
PUBLIC WORKS ADMIN.
1900 HURTEL STREET
BEFORE 2:30 P.M.
MOBILE, AL 36605

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
05/06/26	300085				PUBLIC SERVICES ADMINISTRAT

LN	Description / Account	Qty	Unit Price	Net Price
001	2026 STORM DRAINAGE DITCH CLEANING PROJECT #VEG-2026-2070-106 FENWICK RD TO 40 ASHLEY DR Additional Description Notes --- DISTRICT 5	1.00 EACH	26035.00000	26035.00
	1 1000.40.20.2070.2096.2070.0000.0000.42155.			26035.00

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 26035.00

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

Account	Amount	Remaining Budget
1000.40.20.2070.2096.2070.0000.0000.42155.	26035.00	2967363.04
STORMWATER EXP DITCH MAINTENANCE		

Bill To	Requisition 00012118-00 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
THOMAS A. GALLOWAY	PUBLIC WORKS ADMIN.
33064 STABLES DR. UNIT B	1900 HURTEL STREET
	BEFORE 2:30 P.M.
	MOBILE, AL 36605
DAPHNE, AL 36527	ASHLEY.ADAMS@CITYOFMOBILE.ORG
Tel#251.232.1151	
	Deliver To
	PUBLIC WORKS ADMIN.
	1900 HURTEL STREET
	BEFORE 2:30 P.M.
	MOBILE, AL 36605

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
05/06/26	300085				PUBLIC SERVICES ADMINISTRAT

LN	Description / Account	Qty	Unit Price	Net Price

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

Activity	Date	Clerk	Comment
Approved	05/06/26	MATTHEW ANDERSON	
Approved	05/06/26	SHONNDA SMITH	Auto approved by: 910516584
Approved	05/06/26	CHERI BOUCHER	Auto approved by: 910516584
Approved	05/06/26	DONALD ROSE	Auto approved by: 9105paij
Approved	05/06/26	SANDRA LEWIS	Auto approved by: 9105paij
Approved	05/06/26	STEVEN KRONINGER	Auto approved by: 9105paij
Approved	05/06/26	SAMANTHA COOLEY	Auto approved by: 9105paij
Approved	05/06/26	JAMES NEESE	Auto approved by: 9105paij
Approved	05/06/26	PATRICIA KENNEDY-JONES	Auto approved by: 9105paij
Approved	05/06/26	REBECCA CRUMPLER	Auto approved by: 9105paij
Approved	05/06/26	ANNE FOLEY	Auto approved by: 9105paij
Approved	05/06/26	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? (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)

INSERT PROJECT NAME; Project Number 20xx-3005-xx

City of Mobile is included as an Additional Insured in respect to all policies (except Workers Compensation and Professional Liability when applicable), which coverage shall be Primary and Non-contributory. Waiver of Subrogation applies in favor of City of Mobile with respect to all policies. Thirty (30) Day Notice of Cancellation, non-renewal or material change shall apply (except 10 days for non-payment).

CERTIFICATE HOLDER	CANCELLATION
City of Mobile P.O. Box 1827 Mobile, Alabama 36633-1827	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE

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EXHIBIT C
E-VERIFY AFFIDAVIT

STATE OF ALABAMA
COUNTY OF MOBILE

AFFIDAVIT OF VENDOR / CONTRACTOR

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

President/CEO of: _____

As a condition for the award of a contract by the City of Mobile to a business entity or employer that employs one or more employees, I hereby attest that in my capacity as _____for _____that said employer shall not knowingly employ, hire for employment, or continue to employ an unauthorized alien.

By signing this contract, the contracting parties affirm, for the duration of the agreement, that they will not violate Federal Immigration Law or knowingly employ, hire for employment, or continue to employ an unauthorized alien within the State of Alabama. Furthermore, a contracting party found to be in violation of this provision shall be deemed in breach of the agreement and shall be responsible for all damages resulting therefrom.

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

CEO of _____

Sworn to and subscribed before me this the _____ day of _____, 20___.

I certify that the affiant is known to me to be the identical party he or she claims to be.

_____
Signature and Seal of Notary Public

EXHIBIT D
RIGHT OF ENTRY AGREEMENT

RIGHT OF ENTRY AGREEMENT

This Right of Entry, ("Agreement") is entered into and effective as of the _____day of _____ 20___ , by and between the City of Mobile, Alabama, a municipal corporation organized and existing under the laws of the State of Alabama (hereinafter, "City"), and:

Property Owner(s):

Mailing Address:

Property Address (if different):

(collectively referred to as "Owner").

RECITALS

WHEREAS, Owner is the lawful owner or authorized representative of the real property located at the address stated above ("the Premises"); and

WHEREAS the City has requested access to the Premises for the limited purpose of performing or facilitating the following work or activity:

Inspection, mowing, trimming, and removal of vegetation and debris within existing storm drainage ditches and easements, including associated documentation and incidental maintenance activities; and

WHEREAS Owner is willing to grant the City temporary access to the Premises subject to the terms and conditions set forth below.

AGREEMENT

1. **Right of Entry.**
   The Owner hereby grants the City, its officers, employees, contractors, and authorized agents the right to enter the Premises at reasonable times for the limited purpose described above, including bringing personnel, vehicles, and equipment as necessary. This right shall extend only for the duration reasonably necessary to complete the activity described and shall not create or imply any permanent interest or easement in the Premises.

   The work will be done in an orderly manner, and any property disturbed by the City will be returned to a condition substantially the same as it was on the date entry was granted upon the above-described property.

2. **No Compensation.**

   Owner acknowledges and agrees that no compensation will be provided by the City in connection with the entry, inspection, or work performed unless otherwise agreed to in writing by the parties.

3. **Entire Agreement.**

   This Agreement represents the entire agreement between the parties regarding the matters described herein and supersedes any prior oral or written understandings. No amendment or modification shall be valid unless in writing and signed by both parties.

4. **Governing Law and Venue.**

   This Agreement shall be governed by the laws of the State of Alabama. Any dispute shall be resolved exclusively in the state or federal courts located in Mobile County, Alabama.

5. **Binding Effect.**

   This Agreement shall be binding upon and inure to the benefit of the parties, their heirs, legal representatives, successors, and assigns.

6. **Photographic Documentation.**

   The City may take photographs or videos of the Premises during its access solely for documentation and public record purposes. Such materials may be retained and used by the City as needed, subject to applicable public records laws.

7. **Records and Public Disclosure.**

   This Agreement and any records created in connection with the work may be subject to public disclosure in accordance with Alabama law, including the Alabama Open Records Act.

8. **Emergency Access Carve-Out.**

   Nothing in this Agreement shall be construed to limit the City's right to enter the Premises without consent in cases of emergency or as otherwise authorized by law.

9. **Environmental Conditions.**

The City shall have no responsibility for pre-existing environmental conditions or contamination on the Premises. If environmental concerns are discovered during the work, the City may suspend activity until further evaluation is conducted.

10. **Assumption of Risk.**

Owner acknowledges that certain activities may pose inherent risks, including temporary disruption of access or minor damage to landscaping or surface features. Owner accepts such risks as reasonably incidental to the limited work authorized herein.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first above written.

OWNER(S):

Signature:

Print Name:

Date:

Signature:

Print Name:

Date:

WITNESSED BY:

Signature:

Print Name:

Address:

Date:

Signature:

Print Name:

Address:

Date:

CITY OF MOBILE, ALABAMA

By:

Name:

Title:

Date:

EXHIBIT E
TRAFFIC CONTROL INFORMATION

Traffic Control Information

The Contractor shall be prepared to assist motorists with flagging operations per MUTCD guidelines, as required. Be aware that if work is being performed close to the roadway, but not actually in the road, that some flagging operations may be needed. This may be the case if motorists' line of sight is blocked due to equipment and/or concrete trucks.

If any construction activities will be performed in the roadway or will affect traffic, a Traffic Control Plan must be submitted by the Contractor to Butch Ladner in the City of Mobile Traffic Engineering Department at least two full working days prior to initiating work. The Traffic Control Plan must show site specific conditions including any cross streets and driveways that are within the traffic control zone. Butch Ladner may be contacted at (251) 208-2972 for questions, assistance, or to discuss traffic control requirements.

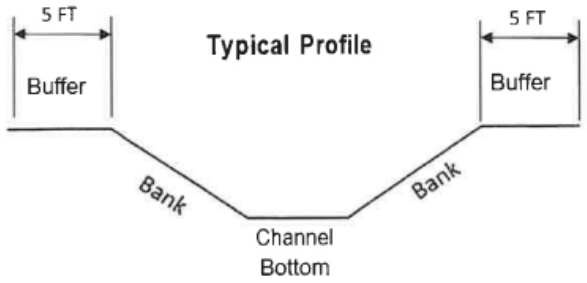
The MUTCD can be found at https://mutcd.fhwa.dot.gov/kno_2009r1r2.htm.

If you are unfamiliar with MUTCD requirements, a local traffic control contractor may be of assistance in preparing a traffic control plan or renting equipment.

EXHIBIT F
DITCH MAINTENCE STANDARDS

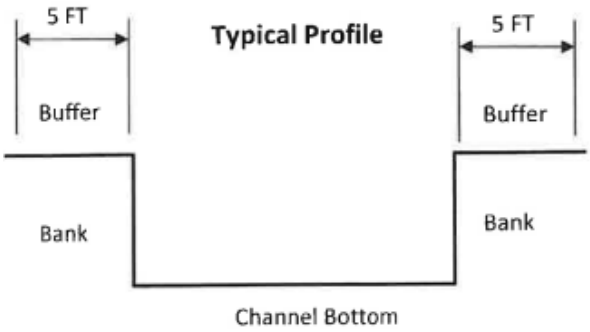
Ditch Maintenance Standards

Trapezoidal Ditch Maintenance Standards



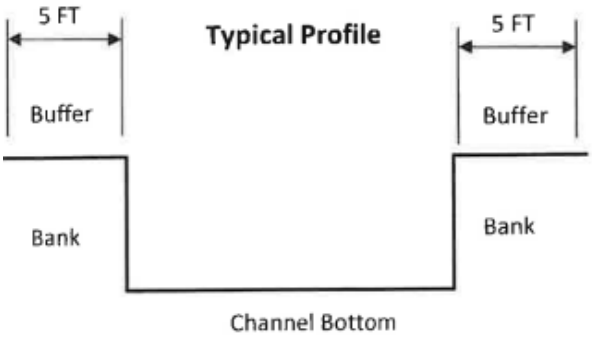
Note: This profile represents a typical concrete trapezoidal ditch. Depth, bank slope and buffer area varies.

Concrete Rectangular Ditch Maintenance Standards



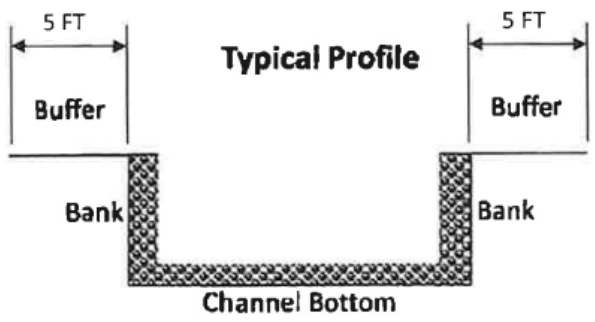
Note: This profile represents a typical rectangular concrete ditch. Depth and buffer area varies.

Concrete Rectangular Ditch Maintenance Standards



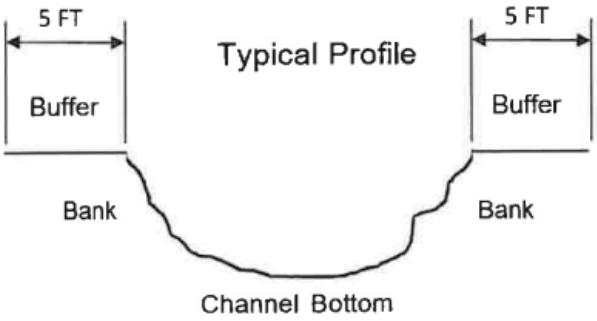
Note: This profile represents a typical rectangular concrete ditch. Depth and buffer area varies.

Gabion Ditch Maintenance Standards



Note: This profile represents a typical Gabion ditch. Depth and buffer area varies.

Earthen Ditch Maintenance Standards



Note: This profile represents a typical Earthen ditch. Depth and buffer area varies.

CAPITAL CONTRACT SUMMARY SHEET

AGENDA ITEM SUMMARY SHEET

Agenda of: May 12, 2026

Submitted by:
John Paine, Purchasing Agent

Sponsored by:
Spiro Cheriogotis, Mayor

Purpose and Scope of Project:
To approve issuance of purchase order to Graybar Electric Co Inc for 15 30-foot round tapered aluminum light poles with arms for Traffic Engineering.

Amount of Contract:
$33,900.60

Funding Source
General fund.

ATTACHMENTS:
1. 20260505 Graybar Agenda Package POs

REVIEWERS:
Donald Rose
James Barber

AGENDA ITEM SUMMARY SHEET

Print Page | Reset

Agenda of: 12 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 Graybar Electric Co Inc

PURPOSE & SCOPE OF PROJECT:
To approve issuance of purchase order to Graybar Electric Co Inc for 15 30-foot round tapered aluminum light poles with arms for Traffic Engineering.
General fund.

RESOLUTION ☒ ORDINANCE ☐ OTHER ☐

AMOUNT OF CONTRACT: $33,900.60

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: 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
11920	2026	(2060) TRAFFIC ENGINEERING	15 30FT ROUND TAPERED ALUMINUM LIGHT POLES WITH ARMS FOR TRAFFIC ENGINEERING (OMNIA COOPERATIVE PURCHASING AGREEMENT, NOT ON STATE CONTRACT)	$33,900.60	(75199) GRAYBAR ELECTRIC CO INC

Adopted:

_____

City Clerk

Bill To	Requisition 00011920-00 FY 2026
ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Acct No: 1000.40.20.3005.2060.3005.0000.0000.44020. Review: Buyer: 910518227 Status: Approved Page 1

Vendor	Ship To
GRAYBAR ELECTRIC CO INC 4359 HALLS MILL RD MOBILE, AL 36691 Tel#251-706-5605 Fax 251-666-6293	ELECTRICAL 854 GAYLE STREET MOBILE, AL 36604 DLOVE@CITYOFMOBILE.ORG Delivery Reference DIANNA LOVE Deliver To TRAFFIC ENGINEERING 852 GAYLE STREET MOBILE, AL 36604

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
05/01/26	075199				TRAFFIC ENGINEERING

LN	Description / Account	Qty	Unit Price	Net Price
	General Notes ----------			
	AS PER YOUR QUOTE 2002018862 AND THE OMNIA PARTNERS MASTER AGREEMENT EV2370			
001	HAPCO RTA30C7B4M16-01 Hapco 30ft Alum pole with 6ft arm Vendor Item	15.00 EACH	2260.04000	33900.60
1	1000.40.20.3005.2060.3005.0000.0000.44020.			33900.60
	Ship To ELECTRICAL 854 GAYLE STREET MOBILE, AL 36604 Delivery Reference DIANNA LOVE Deliver To TRAFFIC ENGINEERING 852 GAYLE STREET MOBILE, AL 36604			

Requisition Link

Requisition Total 33900.60

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

Account	Amount	Remaining Budget
1000.40.20.3005.2060.3005.0000.0000.44020.	33900.60	215349.56

Bill To	Requisition 00011920-00 FY 2026
ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Acct No: 1000.40.20.3005.2060.3005.0000.0000.44020. Review: Buyer: 910518227 Status: Approved Page 2

Vendor	Ship To
GRAYBAR ELECTRIC CO INC 4359 HALLS MILL RD MOBILE, AL 36691 Tel#251-706-5605 Fax 251-666-6293	ELECTRICAL 854 GAYLE STREET MOBILE, AL 36604 DLOVE@CITYOFMOBILE.ORG Delivery Reference DIANNA LOVE Deliver To TRAFFIC ENGINEERING 852 GAYLE STREET MOBILE, AL 36604

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
05/01/26	075199				TRAFFIC ENGINEERING

Account		Amount	Remaining Budget
TRAFFIC ENGINEERING EXP	OPERATING SUPPLIES		

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

Activity	Date	Clerk	Comment
Approved	05/04/26	DONALD ROSE	Auto approved by: 910518227
Approved	05/04/26	SANDRA LEWIS	
Approved	05/04/26	STEVEN KRONINGER	Auto approved by: 910518227
Approved	05/04/26	SAMANTHA COOLEY	Auto approved by: 910518227
Approved	05/04/26	JAMES NEESE	Auto approved by: 910518227
Approved	05/04/26	PATRICIA KENNEDY-JONES	Auto approved by: 910518227
Approved	05/04/26	REBECCA CRUMPLER	Auto approved by: 910518227
Approved	05/04/26	ANNE FOLEY	Auto approved by: 910518227
Approved	05/04/26	JOHN PAINE	Auto approved by: 910518227

Authorized By: _____ Date: _____
Signature

Graybar

Electrical, Lighting, Data Communications and Security

OMNIA Partners works to connect members to collective buying power. Graybar's contracts provides agencies with cost-saving solutions for any data/communication, networking, wireless, security, electrical and lighting needs. When organizations choose the Graybar cooperative contract through OMNIA Partners, they will receive savings and value that go beyond costs. This contract allows your organization to maximize savings on the products you need while reducing procurement time.



The Bronze Partnership Excellence Award is a testament to the commendable dedication of our valued suppliers. This esteemed medallion is presented to those who have demonstrated a steadfast commitment to our partnership.

Click Your Industry

- Education | Government
- Nonprofit
- Corporate | Enterprise
- Private Equity

Public Sector

- K-12 Education
- Higher Education
- State & Local Government

OMNIA Partners works to connect the public sector to collective buying power. Our Graybar cooperative contract provides public sector agencies with cost-saving solutions for any data/communication, networking, wireless, security, electrical and lighting needs. When organizations choose the Graybar cooperative contract through OMNIA Partners, they will receive savings and value that go beyond costs. This cooperative contract allows your organization to maximize savings on the products you need while reducing procurement time.

- **Electrical, Lighting, Data Communications and Security Products and Related Products, Services and Solutions**
  City of Kansas City, MO | EV2370


Serving State & Local Government, Education, Special Districts, and Non-Profits

VIEW CONTRACT DOCUMENTATION | CONTACT US

BUY NOW ON OMNIA Partners OPUS

Graybar 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.

Electrical, Lighting, Data Communications and Security Products and Related Products, Services and Solutions

City of Kansas City, MO
Contract Number: EV2370

Initial Term: February 1, 2018 through January 31, 2023
Renewal Options: Option to renew for three (3) additional two-year periods through January 31, 2029
RENEWED THROUGH January 31, 2029

Executive Summary

- Executive Summary
- Pricing
- Uniform Guidance
- Due Diligence

Master Agreement Documents

- EV2370 Master Agreement Graybar
- New Jersey Disclosure
- Notice of Intent to Renew
- Contract Renewal
- Contract Amendment 1
- Contract Amendment 2

Solicitation Process

- EV2370 RFP
- EV2370 RFP Postings

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 12, 2026

Submitted by:
John Paine, Purchasing Agent

Sponsored by:
Spiro Cheriogotis, Mayor

Purpose and Scope of Project:
To approve issuance of purchase order to Sunbelt Fire Inc for a self-contained breathing apparatus breathing air trailer with Bauer air compressor and fill stations for MFRD.

Amount of Contract:
$139,309.38

Funding Source
General fund.

ATTACHMENTS:
1. 20260506 Sunbelt Agenda Package POs

REVIEWERS:
Donald Rose
James Barber

AGENDA ITEM SUMMARY SHEET

Print Page | Reset

Agenda of: 12 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 Sunbelt Fire Inc

PURPOSE & SCOPE OF PROJECT:
To approve issuance of purchase order to Sunbelt Fire Inc for a self-contained breathing apparatus breathing air trailer with Bauer air compressor and fill stations for MFRD.
General fund.

RESOLUTION ☒ ORDINANCE ☐ OTHER ☐

AMOUNT OF CONTRACT: $139,309.38

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 6044.

How many bidders received bid packages (if applicable): 14 + web

How many bidders submitted bids (if applicable): 1

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
8508	2026	(1510) FIRE ADMINISTRATION	ONE SCBA BREATHING AIR TRAILER WITH BAUER AIR COMPRESSOR AND FILL STATIONS FOR MFRD (SEALED BID 6044)	$139.309.38	(198904) SUNBELT FIRE INC

Adopted:

_____

City Clerk

Bill To	Requisition 00008508-00 FY 2026
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	1000.30.15.1510.1510.1510.0000.0000.45040.
MOBILE, AL	Review:
36601	Buyer: 910521901
vendorinvoices@cityofmobile.org	Status: Approved Page 1

Vendor	Ship To
SUNBELT FIRE INC	AUCTION FACILITY - BODY SHOP
8050 MCGOWIN DRIVE	901 KELLY STREET
	MOBILE, AL 36604
FAIRHOPE, AL 36532	ADAM.LYNN@CITYOFMOBILE.ORG
Tel#251-928-9917	Delivery Reference
Fax 251-928-9933	VICTORIA RICHARDSON
	Deliver To
	AUCTION FACILITY - BODY SHOP
	901 KELLY STREET
	MOBILE, AL 36604

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
02/24/26	198904				FIRE ADMINISTRATION

LN	Description / Account	Qty	Unit Price	Net Price
	General Notes			
	PER BID# 6044 PER NPP.GOV CONTRACT FOR BAUER PLEASE MAKE AN APPOINTMENT FOR DELIVERY - (251) 208-2906 and Contact Jason Browne upon arrival: (251) 510-3926.			
001	BREATHING EQUIP FIREMEN; trailer: SBF1410 SUNBELT FIRE BASIC TRAILER SYSTEM: BAUER'S CONTTRACT # ON NPP. GOV-P 7X14 TRAILER INTERIOR LIGHTS, BASIC SYSTEM COLOR, RED SIDE DOOR ENTRANCE; RAMP, ETC. BUILT TO SPECIFICATIONS 22 KW GENERATOR; SLIDE OUT TRAY; GENERATOR BOX(SPECIAL) ELECTRICAL PKG DUAL DRIVE CAPABILITY W/ONSCENE GENERATOR WIRING, TRANSFER BOX; ETC. LED LIGHTING PKG WITH FOUR LIGHTS ON EACH CORNER AND WIRING FT-MB-12-TR-FT-B LED SCENE LIGHT DUAL FUNCTION CASCADE PANEL FOR FOUR CYL.; SIDE MOUNTED BAUER CFS5. 5-2S FILL STATION WITH TWO POSITIONS; TOP MOUNT VEC10-E1 BAUER COMPRESSOR WITH 7.5 HP	1.00 EACH	136509.38000	136509.38

Bill To	Requisition 00008508-00 FY 2026
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	1000.30.15.1510.1510.1510.0000.0000.45040.
MOBILE, AL	Review:
36601	Buyer: 910521901
vendorinvoices@cityofmobile.org	Status: Approved Page 2

Vendor	Ship To
SUNBELT FIRE INC	AUCTION FACILITY - BODY SHOP
8050 MCGOWIN DRIVE	901 KELLY STREET
	MOBILE, AL 36604
FAIRHOPE, AL 36532	ADAM.LYNN@CITYOFMOBILE.ORG
Tel#251-928-9917	Delivery Reference
Fax 251-928-9933	VICTORIA RICHARDSON
	Deliver To
	AUCTION FACILITY - BODY SHOP
	901 KELLY STREET
	MOBILE, AL 36604

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
02/24/26	198904				FIRE ADMINISTRATION

LN	Description / Account	Qty	Unit Price	Net Price
	MOTOR; 9.7SCFM CHARGING REMOTE FILL CONNECTION DOUBLE BANDED WALL RETAINERS; MOUNTED VERTICALLY FILL STORAGE INCLUDES FOUR UN 6000PSI CYLINDERS; 702 FITTINGS DUAL FUNCTION CASCADE PANEL FOR FOUR CYL.; SIDE MOUNTED BAUER CFS5.5-2S FILL STATION WITH TWO POSITIONS; TOP MOUNT VEC10-E1 BAUER COMPRESSOR WITH 7.5 HP MOTOR; 9. 7SCFM CHARGING RATE; 4 STAGE; 6000PSI SYSTEM WITH OPEN VERTICAL FRAME; AUTOMATIC CONDENSATE DRAIN SYSTEM; P2S PURIFICATION SYS. ELECTRONIC CO MONITOR WITH CAL KIT;SINGLE PHASE; 230V PARKER HIGH PRESSURE HOSE TO CONNECT FROM FILL STATION TO COMPRESSOR; REMOTE FILL HOSE; ETC. WITH OPTIONS INCLUDED IN PRICE OF REINFORCED FENDERS; ADDITIONAL $18,509.38 BATTERY SYSTEM;GRAPHIX; STORAGE OF SCBA CYL.-42; UPGRADE ON FILL STATION FROM 2-POSITION TO 3 POSITION. BAUER'S CONTRACT # ON NPP.GOV-P Vendor Item			
1	1000.30.15.1510.1510.1510.0000.0000.45040.			136509.38

Bill To	Requisition 00008508-00 FY 2026
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	1000.30.15.1510.1510.1510.0000.0000.45040.
MOBILE, AL	Review:
36601	Buyer: 910521901
vendorinvoices@cityofmobile.org	Status: Approved Page 3

Vendor	Ship To
SUNBELT FIRE INC	AUCTION FACILITY - BODY SHOP
8050 MCGOWIN DRIVE	901 KELLY STREET
	MOBILE, AL 36604
FAIRHOPE, AL 36532	ADAM.LYNN@CITYOFMOBILE.ORG
Tel#251-928-9917	Delivery Reference
Fax 251-928-9933	VICTORIA RICHARDSON
	Deliver To
	AUCTION FACILITY - BODY SHOP
	901 KELLY STREET
	MOBILE, AL 36604

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
02/24/26	198904				FIRE ADMINISTRATION

LN	Description / Account	Qty	Unit Price	Net Price
	Ship To FIRE CENTRAL SUPPLY 2851 OLD SHELL ROAD MOBILE, AL 36607 Delivery Reference VICTORIA RICHARDSON Deliver To AUCTION FACILITY - BODY SHOP 901 KELLY STREET MOBILE, AL 36604			
002	FREIGHT	1.00 EACH	2800.00000	2800.00
	Additional Description Notes --- PER QUOTE 22026A Vendor Item Inventory Item/Loc 14009			
1	1000.30.15.1510.1510.1510.0000.0000.45040.			2800.00
	Ship To FIRE CENTRAL SUPPLY 2851 OLD SHELL ROAD MOBILE, AL 36607 Delivery Reference VICTORIA RICHARDSON			

Bill To	Requisition 00008508-00 FY 2026
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	1000.30.15.1510.1510.1510.0000.0000.45040.
MOBILE, AL	Review:
36601	Buyer: 910521901
vendorinvoices@cityofmobile.org	Status: Approved Page 4

Vendor	Ship To
SUNBELT FIRE INC	AUCTION FACILITY - BODY SHOP
8050 MCGOWIN DRIVE	901 KELLY STREET
	MOBILE, AL 36604
FAIRHOPE, AL 36532	ADAM.LYNN@CITYOFMOBILE.ORG
Tel#251-928-9917	Delivery Reference
Fax 251-928-9933	VICTORIA RICHARDSON
	Deliver To
	AUCTION FACILITY - BODY SHOP
	901 KELLY STREET
	MOBILE, AL 36604

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
02/24/26	198904				FIRE ADMINISTRATION

LN	Description / Account	Qty	Unit Price	Net Price
	Deliver To AUCTION FACILITY - BODY SHOP 901 KELLY STREET MOBILE, AL 36604			

Requisition Link

Requisition Total 139309.38

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

Account	Amount	Remaining Budget
1000.30.15.1510.1510.1510.0000.0000.45040.	139309.38	199932.32
FIRE ADMINISTRATION EXP FLEET VEHICLES		

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

Activity	Date	Clerk	Comment
Approved	02/27/26	MATTHEW ANDERSON	
Approved	02/27/26	SHONNDA SMITH	Auto approved by: 910516584
Approved	02/27/26	CHERI BOUCHER	Auto approved by: 910516584
Approved	05/06/26	DONALD ROSE	Auto approved by: 910521901
Approved	05/06/26	SANDRA LEWIS	Auto approved by: 910521901
Approved	05/06/26	STEVEN KRONINGER	Auto approved by: 910521901
Approved	05/06/26	SAMANTHA COOLEY	Auto approved by: 910521901
Approved	05/06/26	JAMES NEESE	Auto approved by: 910521901
Approved	05/06/26	PATRICIA KENNEDY-JONES	
Approved	05/06/26	REBECCA CRUMPLER	Auto approved by: 910521901
Approved	05/06/26	ANNE FOLEY	Auto approved by: 910521901
Approved	05/06/26	JOHN PAINE	Auto approved by: 910521901

Bill To	Requisition 00008508-00 FY 2026
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	1000.30.15.1510.1510.1510.0000.0000.45040.
MOBILE, AL	Review:
36601	Buyer: 910521901
vendorinvoices@cityofmobile.org	Status: Approved Page 5

Vendor	Ship To
SUNBELT FIRE INC	AUCTION FACILITY - BODY SHOP
8050 MCGOWIN DRIVE	901 KELLY STREET
	MOBILE, AL 36604
FAIRHOPE, AL 36532	ADAM.LYNN@CITYOFMOBILE.ORG
Tel#251-928-9917	Delivery Reference
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	Deliver To
	AUCTION FACILITY - BODY SHOP
	901 KELLY STREET
	MOBILE, AL 36604

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
02/24/26	198904				FIRE ADMINISTRATION

LN	Description / Account	Qty	Unit Price	Net Price

Authorized By: _____ Date: _____
Signature

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: sy Buyer: 004

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:
04/16/2026	6044	VARIOUS	TO BE SPECIFIED

This bid must be received and stamped by the Purchasing office not later than: 12:01 P.M. TUESDAY, MAY 5, 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
Approx 1-2	**TRAILER MOUNTED 6000 PSI BREATHING AIR COMPRESSOR SYSTEM** TRAILER MAKE_____ COMPRESSOR MODEL_____ Upon award, the City will purchase Approximately one (1)- two (2) Trailer Mounted 6000 PSI Breathing Air Compressor System Provide literature and specifications on product bid. Quote delivered pricing FOB MOBILE.					
				TOTAL		

Page 1 of 3

RETURN ONE SIGNED COPY OF THIS BID IN ENCLOSED ENVELOPE

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

Phone Number _____

Email Address _____

Firm Name _____

Signature _____

Type or Print Name _____

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

City of Mobile Business License Required – See Item 14 (on reverse side).

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.

Pricing to be firm for a six (6) month period following the award of this bid.

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 _____

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					

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.

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 _____

TRAILER MOUNTED 6000 PSI BREATHING AIR COMPRESSOR SYSTEM

COMPRESSOR:
Specification for a high-pressure compressor and purification system to supply breathing air that meets or exceeds the requirements of CGA Pamphlet G-7, Compressed Air for Human Respiration, the requirements of ANSI/CGA G-7.1, Commodity Specification for Air, Grade E, and all other recognized standards for respirable air. The compressor and the purification system shall be designed and produced by the same Manufacturer. The Manufacturer shall operate under a Quality Management System which complies with the requirements of ISO 9001:2015 for the design, manufacture, inspection, test, and service of air & gas compressors and associated spare parts for commercial and military applications. The system shall be designed for a maximum working pressure of 6,000 PSIG. All equipment shall be new and of current design and manufacture. Used or refurbished equipment is unacceptable. Specifications are subject to change without notice.

Open Vertical 6000 PSI SERVICE

The system shall be supplied on a vertical steel frame designed for both the static and dynamic loads of the system and of sufficient size to adequately accommodate all of the system's components. The integral base helps eliminate guesswork and insure correct placement / installation allowing for unrestricted cooling airflow to the compressor and prime mover, and providing access for operation and maintenance.

All piping and tubing shall be properly supported and protected to prevent damage from vibration during shipment, operation, or maintenance. Piping and tubing shall be installed in a neat and orderly arrangement, adapting to the contours of the system. All instrument tubing shall be either 300 series stainless steel or pressure rated hose.

The system shall be warranted free from defects in material and workmanship for a period of twenty four months from date of shipment or twelve months from date of start-up, whichever expires first. The warranty shall not impose limitations on the system's accumulated operating hours during the warranty period.

Performance Table

Electrical	FAD[2] SCFM	Charging Rate[3] SCFM	HP	RPM	Block	Purification System	Air Processing Capability[4] (cu ft)
E1/dual drive	8.1	9.7	7.5	1180	K12.14 II	P2S	67,000

[2] Based on standard inlet conditions.
[3] Based on recharging an 80 cu ft cylinder from 500 to 3000 PSIG.
[4] Based on an inlet temperature of 68°F.

Compressor

The compressor shall be an air-cooled, oil lubricated, four stage, three cylinder, reciprocating compressor. The 3rd stage and most importantly the final stage of compression shall be of a single acting design. The crankcase shall be cast of aluminum magnesium alloy and engineered for superior strength, reduced weight, and exceptional heat rejection. In addition, it shall offer a generous 2.96 quart oil capacity. The crankshaft shall be of a single piece Nodular Graphite Iron construction and supported in the crankcase by two long-life roller bearings. The connecting rods shall be of single piece design with stages one and two being of a high strength aluminum alloy construction and the third/final stage being of forged steel construction. Each connecting rod shall incorporate a roller bearing at the crank end and needle bearing at the pin end. The pistons shall be constructed of an aluminum alloy. Piston rings on the second and third stage are of cast iron; first and fourth stage rings shall be of a high strength polymide. The final stage shall incorporate a ringed, free-floating, aluminum piston, which is driven by a guide piston and third stage discharge pressure. The cylinders shall be of cast iron construction with deep cooling fins on the external surface for optimum heat dissipation. The cylinders shall be arranged in a dynamically balanced, "W" configuration with each cylinder located directly in the cooling fan's blast. The cylinders shall be removable from the crankcase. The compressor's flywheel shall be cast iron. A multi-wing, high velocity cooling fan shall be integral to the flywheel – no auxiliary cooling fan(s) shall be necessary.

Inter-stage pressures shall be monitored via mounted pressure gauges.

An intercooler shall be provided after each stage of compression, and an aftercooler shall be provided after the final stage of compression. The coolers shall be individually detachable from the compressor, located directly in the cooling fan's blast and made of stainless steel. The aftercooler shall be designed to cool the discharge air to within 18°F of ambient temperature. A cool-down cycle shall not be required prior to stopping the compressor.

A separator shall be supplied after each stage of compression, excluding the first stage, and a coalescing separator shall be supplied at the discharge of the compressor. A unique "zero loss" automatic condensate drain (ACD) system shall be supplied for all of the separators. The system shall purge the separators on a timed event, approximately every fifteen minutes yet significantly decrease the interstage and final separator pressure drop as found on other brands. The reduction in pressure loss shall allow the compressor to reach maximum operating pressure quicker.

Additionally, during the blow down cycle, radiant noise levels shall be significantly reduced and tubing to the ACD manifold and collection reservoir are significantly reduced. The ACD system shall unload the compressor on shutdown for unloaded restart. An exhaust muffler and condensate reservoir shall be supplied. Manually operated valves shall be supplied to override the automatic operation of the ACD system for test and maintenance purposes.

The compressor shall be lubricated by a low-pressure lubrication system. The final stage of compression shall be lubricated by a pressurized lubrication circuit. The other stages and the driving gear shall be splash lubricated. The low-pressure lubrication circuit shall include a positive displacement low-pressure oil pump, gear driven by the crankshaft, a non-adjustable oil pressure regulator, and full-flow replaceable cartridge type oil filter element. Two highly visible sight glasses shall be included to check the oil level; one on each side of the crankcase. The oil drain for the compressor shall be extended to the outside of the frame to ease fluid draining.

The compressor shall be equipped with an inlet filter with replaceable particulate element.

Prime Mover and V-Belt Drive

The three-phase electric motor shall be of the T.E.F.C. (Totally Enclosed Fan Cooled) design and the single-phase shall be of O.D.P. (Open Drip Proof) design. The motor voltage, phase and frequency shall be specified by the purchaser. The compressor and motor shall be mounted on a common frame. The compressor and motor shall be arranged in a vertical design. Power from the motor shall be transmitted to the compressor by a v-belt drive. The v-belt drive shall be designed to tighten the drive belts automatically. Rotation arrows shall be affixed in a conspicuous place on the compressor.

Electrical Control & Instrumentation

The compressor control panel (CCP) shall include an across-the-line magnetic motor starter, industrial power supply and PLC controller. The CCP shall be built in accordance with UL 508A, the standard for Industrial Control Panels and shall be affixed with a UL label.

The PLC compressor control system consists of a programmable logic controller for the monitoring, protection and control of the compressor systems.

Standard features of the CCP include:

- A NEMA type 4 electrical enclosure
- UL electrical panel
- Human Machine Interface (HMI) with 4-Line Back Lit Text Display and Emergency Stop.

- Home screen customizable with distributor contact information
- Real Time Clock (time and date)
- Compressor on / off
- Digital Display of Compressor Final Pressure
- Digital Display of Compressor Oil Pressure
- Digital Display of current Compressor Run Time
- Digital Display of Final Separator Cycle Count
- Compressor High Temperature Shutdown and Alarm
- Full support of the Automatic Condensate Drain system (interval and duration set points adjustable thru the HMI - password protected)
  - Digital Display of time to next ACD Cycle
  - Condensate Drain Reservoir full alarm
- Full support of CO monitor alarm functions
- Full support of SECURUS or equal purification system moisture monitor warning and alarm functions
- Built in overtime timer set at 5 hours - optional times available
- Maintenance Timer (selectable between real time or compressor run time) to give Digital Display of all needed Preventative Maintenance Evolutions
- Motor overload alarm
- Nonresettable hourmeter
- Recoverable Run History (last 5 run periods)
- Recoverable Alarm History (last 5 fault shutdowns)
- Operator choice of display in BAR or PSI for ease of Maintenance

Repair:

- PLC has removable Terminal Blocks for all functions
- Diagnostic EEPROM (Electrically Erasable Programmable Read-Only Memory) Capability
- Support of Two (2) Communication Protocols
  - Ethernet Connection
  - Analog Phone Modem
- Wiring shall be encapsulated within a split corrugated type loom. Each wire end connection shall be machine crimped and numbered.

The HMI shall have 22 adjustable system parameters secured by password protection. The HMI will provide display of all safety / fault shutdowns with a scrolling text of up to three potential causes for the fault / shutdown.

The compressor oil pressure shall be monitored by a pressure transmitter and digitally displayed on the HMI. The compressor shall shut down and a fault will be indicated on the HMI should the compressor's oil pressure drop below the factory preset value during operation. The oil pressure transmitter shall be by-passed during start-up to permit the oil pump to achieve the normal operating pressure.

The low oil pressure and final air pressure transmitters shall be equipped with sealed electrical connectors. The analog pressure sensors for oil pressure and final pressure shall have adjustable set point and dead-band thru the HMI (password protected).

A temperature switch shall be supplied on the head of the final stage of compression. The compressor shall shutdown and a fault will be indicated on the HMI should the final stage temperature exceed the tamper-proof set point during operation.

Purification System

The purification system shall purify high pressure air to a quality that meets or exceeds the requirements of CGA Pamphlet G-7, Compressed Air for Human Respiration, ANSI/CGA G-7.1, Commodity Specification for Air, Grade E, and all other recognized standards for breathing air. Purification shall be achieved by mechanical separation of condensed oil and water droplets, adsorption of vaporous water by a desiccant, adsorption of oil vapor and elimination of noxious odors by activated carbon and conversion of carbon monoxide to respirable levels of carbon dioxide by catalyst.

The high-pressure purification chamber shall have a working pressure of 6000 PSIG with a 4:1 safety factor. The purification system shall utilize a replaceable cartridge. The purification system shall be designed so that the replacement of the cartridge can be accomplished without disconnecting system piping. The design of the chamber shall preclude the possibility of operating the system without a cartridge installed or with an improperly installed cartridge. A bleed valve shall be provided to vent the purification system to facilitate replacing the cartridge. A pressure maintaining valve and a check valve shall be supplied downstream of the purification system to increase the efficiency of the purification system by maintaining a positive back pressure. A check valve shall be supplied between the coalescing separator on the compressor's discharge line and the purification system to maintain the positive pressure in the purification system when the compressor shuts down.

Bauer P2S or equal purification shall process an average of 67,000 cu ft of air to Grade E Standards at standard atmospheric conditions.

Testing and Preparation for Shipment

The system shall be tested by the manufacturer prior to shipment. A copy of the manufacturer's
test report shall be available upon request.

A manufacturer's nameplate shall be securely affixed to the inside of the electrical box. The nameplate shall include, at a minimum, manufacturer's name, model number and serial number, compressor block number, voltage, frequency and date of manufacture.
Offered with the compressor system are the following:

- Automatic condensate drain system,
- Inter-Stage- Gauges
- Electronic carbon monoxide monitor with calibration kit

FILL STATION

Specification for containment fill station to refill self-contained breathing apparatus (SCBA). The fill station shall be designed for a maximum working pressure of 6,000 PSIG. All equipment shall be new and of current design and manufacture. Used or refurbished equipment is unacceptable. Specifications are subject to change without notice.

The fill station shall be built and tested to the rigorous testing standards as outlined by
NFPA 1900, 2024 Edition. Additionally, the fill station shall be proof tested utilizing the largest, by volume, 5500 psi SCBA cylinders available at the time of the fill station manufacturers' third-party testing. All vendors must provide an independent third-party test certificate in accordance with **NFPA-1900**. Fill stations not tested to the current edition of **NFPA-1900 shall not be accepted.**

The fill station shall be designed for stationary applications. The fill station shall be constructed of formed plate steel and shall be fully enclosed.

The fill station shall be warranted free from defects in material and workmanship for a period of eighteen months from date of shipment or twelve months from date of start-up, whichever expires first.

The front-loading, three position; containment fill station shall totally enclose the SCBA or SCUBA[5] cylinders during the refilling process. [5] SCUBAs up to 31" maximum overall length including valve, boot and fill yoke.

The fill station's outer enclosure and door assemblies shall be constructed of formed ¼ inch thick plate steel. Venting shall be provided at the bottom of the fill station to allow the rapidly expanding air from a ruptured cylinder to escape from the fill station. The fill station shall be ergonomically designed for maximum operator convenience and safety for refilling cylinders. The fill station door and cylinder holder assembly shall tilt out towards the operator 45 degrees, providing unobstructed access to the cylinder holder to load and unload the cylinders. A handle and heavy-duty gas spring shall be incorporated into the design of the fill station to assist the operator in opening and closing the fill station door. It shall take no more than approximately eighteen pounds of force to open or close the fill station door thereby eliminating operator fatigue.

Each cylinder holder shall consist of a thick-walled polymer tube which will surround and cradle the SCBA cylinder during the filling process. This type design shall eliminate the need for SCBA cylinder scuff protection and will allow for concussive flexure in the event of a ruptured cylinder thus maximizing operator protection. Designs that do not cradle the cylinder or allow unsupported pressurized cylinders to hang outside the fill enclosure shall be deemed unacceptable as they expose the operator to greater risk of accidental mishandling of a pressurized cylinder during the disconnection process.

For complete operator protection, the fill station shall include a safety interlock system that will prevent refilling SCBA cylinders unless the fill station door is closed and secured in the locked position. The automatic interlock will require no actuation of secondary latching mechanism on the outside of the fill station.

Three fill hoses shall be located within the fill station. Each fill hose shall be equipped with a bleed valve and SCBA fill adapter of choice. Fill hose retainers shall be provided to anchor the fill hoses when not in use.

The fill control panel shall be installed on the front of the fill station. The control panel shall be factory piped and designed to fill three SCBA or SCUBA[6] cylinders either independently or simultaneously. [6] SCUBAs up to 31" maximum overall length including valve and boot.

The control panel shall include the following standard features:

- Inlet pressure gauge
- Adjustable pressure regulator
- Regulated pressure gauge
- Three (3) fill control valves
- Three (3) fill pressure gauges
- One (1) relief valve for regulated fill pressure
- Provisions for factory or field modification to allow a different fill pressure at each fill position

All piping and tubing shall be properly supported and protected to prevent damage from vibration during shipment, operation or maintenance. Piping and tubing shall be installed in a neat and orderly arrangement, adapting to the contours of the station. All instrument tubing shall be 300 series stainless steel.

All control panel mounted pressure gauges shall be 2 ½" diameter and be liquid filled. All panel mounted components shall be labeled with a nameplate.

The fill station shall be provided on its own free standing base and shall not exceed the following approximate dimensions: 52-1/4" high, 40-3/4" wide, and 21-1/4" deep. The weight shall approximately 920 # including base and side panel.

Prior to shipment, the manufacturer shall test the fill station. A copy of the manufacturer's test report shall be available upon request. An operator's instruction and maintenance manual shall be supplied with the unit. The manual shall be as detailed as possible, outlining all operating and maintenance instructions. The manual shall include detailed illustrated drawings along with complete parts listing for all illustrated components. Warnings and safety precautions shall be included in the manual.

A manufacturer's nameplate shall be securely affixed to station's frame in a conspicuous location.

- Regulated Remote Fill; this option shall include a panel mounted bulkhead fitting, adjustable pressure regulator for up to 6000 PSI service, pressure gauge, isolation valve and quick connect/disconnect fitting- hose not included.

Cascade Panels

The following factory installed cascade panel offering shall be designed for four bank cascading. Each shall be equipped with one (1) compressor inlet bulkhead fitting, four (4) bank valves and four (4) bank pressure gauges. This cascade panel shall be designed to be either mounted on top or on the side of the fill station and be designed for Dual Function applications.

Top Mount cascade panel shall be designed for installation on top of the fill station.

Dual Function cascade panels shall allow the simultaneous accomplishment of "refilling a storage bank" while "filling an SCBA from another storage bank" without the equalization of the storage bank pressures. Strategically placed tees and check valves shall allow the filling of a storage bank even though that storage bank's corresponding "bank valve" on the cascade panel is in the closed position. In addition, Dual Function panels shall be equipped with an air directional valve to allow the operator to select "Fill From Storage" or "Fill From Compressor". The Dual Function option shall allow optimal use of the customer's stored air and is ideal for larger facilities that require multiple rapid fills.

SCBA CYLINDER STORAGE FOR TRAILER

Ziamatic SCBA cylinder storage, model number PACSR-B (42 units)
Plastic quic-storage rack-black are rugged, molded plastic units are stackable for maximum usage of available space. Fits any air cylinder, most common 20lb or smaller, can be mounted horizontally or vertically. Strategically placed holes allow for air flow and water runoff, measures 8" by 24" in length and holds one cylinder. Includes the restraint straps, model-PACSR-RS. The NFPA 1901-96 requires restraint straps for SCBA air cylinder storage racks. The straps are designed to keep the air cylinder in place in the event of an accident or roll-over. The strap assembly bolts into place utilizing the four corner mounting slots.

FILL STORAGE FOR TRAILER

The air storage rack shall be in a vertical configuration that is mounted to the side of the trailer wall with two bands per cylinder. The rack shall be designed and equipped with four (4) 6000 psi rated UN(ISO 9809) air storage receivers. Each receiver shall be built to accommodate 509 cubic feet of air at maximum pressure. Additionally, each receiver shall include a service valve and burst disc. The rack shall be designed to support the receivers in a secure manner and permit visual inspection of the receivers' external surface. The hydrostatic test date for the UN cylinders is 10 years then every five years after. The connecting hose shall be HP 6000psi Parker hose with connecting fittings to fill station.

GENERATOR FOR TRAILER

Winco (EC22000VE), Honda or Equal 22kw gas generator mounted externally with protective metal housing and slide out tray that functions with safety feature to run when pulled out of housing only. With a shut off safety mechanism if generator that will not allow system to start if still inside metal cabinet, with battery and battery box.

EXTERIOR SCENE LIGHTING FOR TRAILER

Scene lighting consists of 4-FT-MB-9-TR-FT-B 9LED Mini Brow w/trunnion 14" length. FireTech or equal combination spot and flood optic configuration. Black housing. Note placed at the two sides of trailer at each corner side. Note: Minimum Raw Lumens-4752; Effective lumens-33265.4; Wattage-45W; Amperage @ 12v DC 3.75A; Beam pattern-combo.

TRAILER 7x14 Enclosed Base Trailer Specifications:	COMPLY	
	YES	NO
-Tandem 3500lb Freedom Electric Brake Axle with 4in drop -White .024 aluminum exterior with matching screws\		
-7 Way Plug -Ball coupler – 2-5/16in -12 Volt LED dome light with switch		
-All LED exterior lights -Fender lights -Aluminum teardrop fenders -Aluminum tread plate (ATP) stone guard on front-24in -Galvalume roof		
-Exterior trim		
-High tech roof sealant		
-Manual crank roof vent		
-Screwed exterior -1in x 1.5in tube walls and rafters -2000lbs tongue jack		
-2in x 4in tubing main rail		
-Additional height- +3in		
-A-frame style tongue		
-Floor cross members- 16in on center		
-Roof bows- 24in on center		
-Safety chains		
-Wall members- 16in on center -V-nose front with vertical aluminum tread plate (ATP) trim		
-3/4in Plywood floors		
-3/8 Grade A Plywood walls		
-Thermo ply ceiling liner		
-Medium duty ramp with 3/4in plywood, spring assist, and bottom flap		
-32in RV side door		
-Approximate interior height 75in (6ft +3in extra height)		
-Three-year manufacturer limited warranty		
-4 x ST205/75/R15 15in radial tires		
-4 x black powder coated modular style steel rims and one (1) spare tire and rim (note the below spec replace any of the standard spec listed above.)		
-1 upgrade tandem axles 3500 leaf spring to 5200 leaf spring (includes ST225 tire upgrade)		
-1 x 6in I-beam frame		
-1 x triple tube tongue on 7 wide		
-Additional height—7 feet inside (colored metal) (Please allow for about 1in tolerance)		
-Red .030 aluminum exterior with matching screws		

-1 x 100-amp electrical package- 100-amp panel box (12/2 wire on separate circuits), 2x receptacles, 2x3ft LED lights and 25ft shore power line		
-1 x 50-amp motor base plug w/twist lock ILO shore power receptacle		
-Luan ceiling liner -1 x remove roof vent -1 x extended tongue--+24in		
-Upgrade flooring crossmembers—16in on center to 12in on center		
-1 x flat front in lieu of v-front -1 x ramp and flap liner-coin rubberized tread plate (RTP) on rear ramp and bottom flap		
-Floor liner-coin rubberized tread plate (RTP) -1 x 3ft (H) by 5ft (W) lift up door (no glass)		
-One piece aluminum roof		
-1 x converter with battery & charger		
-Reinforced fenders, black in color		
LOCATION DIMENSIONS ARE APPROXIMATE. ADJUSTMENTS ARE ACCEPTABLE BUT MUST MATCH THE LAYOUT OF THE PROPOSED ELECTRICAL COMPRESSOR. ***Note breaker box*** will be on the (flat front) part drivers' side 8" from corner 13" from floor motor base plug will be driver side (not flat front) 20" from bottom trim and 6" from corner 1 st 110v receptacle. Flat front on passenger side 12" from corner and 50" off floor 2nd 110v receptacle drivers side rear 9" from rear door and 36" from floor 1st LED strip light will be 20" from flat front centered 2nd LED strip light with be 32: from front light towards rear centered side concession door will be centered over drivers side fender and axles and 24 to 25" from the fender to bottom of concession door.		
GRAPHIX FOR TRAILER Includes rear trailer wrap printed with gloss overlaminate, reflective vinyl-7' x 7' chevroning; side lettering 84" by 36" for trailer sides with gloss overlaminate, done to customer request. SCBA		
CYLINDER STORAGE FOR TRAILER Ziamatic SCBA cylinder storage, model number PACSR-B (42 units) Plastic quic-storage rack-black are rugged, molded plastic units are stackable for maximum usage of available space. Fits any air cylinder, most common 20lb or smaller, can be mounted horizontally or vertically. Strategically placed holes allow for air flow and water runoff, measures 8" by 24" in length and holds one cylinder. Includes the restraint straps, model-PACSR-RS. The NFPA 1901-96 requires restraint straps for SCBA air cylinder storage racks. The straps are designed to keep the air cylinder in place in the event of an accident or roll-over. The strap assembly bolts into place utilizing the four corner mounting slots.		

CAPITAL CONTRACT SUMMARY SHEET

AGENDA ITEM SUMMARY SHEET

Agenda of: May 12, 2026

Submitted by:
John Paine, Purchasing Agent

Sponsored by:
Spiro Cheriogotis, Mayor

Purpose and Scope of Project:
To approve issuance of purchase order to Vulcan Construction Materials LP for 900 tons of Limestone Type A for Public Services.

Amount of Contract:
$45,000.00

Funding Source
General fund

ATTACHMENTS:
1. 20260505 Vulcan Agenda Package POs

REVIEWERS:
Donald Rose
James Barber

AGENDA ITEM SUMMARY SHEET

Print Page | Reset

Agenda of: 12 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 Vulcan Construction Materials LP

PURPOSE & SCOPE OF PROJECT:
To approve issuance of purchase order to Vulcan Construction Materials LP for 900 tons of Limestone Type A for Public Services.
General fund.

RESOLUTION ☒ ORDINANCE ☐ OTHER ☐

AMOUNT OF CONTRACT: $45,000.00

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 5943

How many bidders received bid packages (if applicable): 7 + web

How many bidders submitted bids (if applicable): 2

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, purchase orders to the indicated vendor in the approximate amount stated, and to approve the supporting bid award if required, for the following requisitions as indicated below and attached herein:

Requisitions	Fiscal Year	Department	Description	Amount	Vendor
11763, 11764	2026	(2096) STORMWATER (2086B) CONCRETE/CAVE-IN	900 TONS OF LIMESTONE TYPE A FOR PUBLIC SERVICES (SEALED BID 5943)	$45,000.00	(228600) VULCAN CONSTRUCTION MATERIALS LP

Adopted:

_____
City Clerk

Bill To	Requisition 00011763-00 FY 2026
ACCOUNTS PAYABLE	PO 26008571
P O BOX 389	Acct No: 1000.40.20.2070.2096.2070.0000.0000.44020.
MOBILE, AL	Review:
36601	Buyer: 910518227
vendorinvoices@cityofmobile.org	Status: Converted Page 1

Vendor
VULCAN CONSTRUCTION MATERIALS LP
1767 COCHRANE BRIDGE CAUSEWAY

MOBILE, AL 36660

Tel#251-583-9690

Ship To
PUB WORKS-STORM DRAIN & H E
1900 HURTEL STREET
BEFORE 2:30 PM
MOBILE, AL 36604

Deliver To
PUB WORKS-STORM DRAIN & H E
1900 HURTEL STREET
BEFORE 2:30 PM
MOBILE, AL 36604

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
04/29/26	228600				STORMWATER

LN	Description / Account	Qty	Unit Price	Net Price
	General Notes --- AS PER BID 5943 AND YOUR BID RESPONSE.			
001	LIMESTONE TYPE A, DENSE GRADED BASE, (PICK-UP BY CITY TRUCK). AS PER BID 5943 AND YOUR BID RESPONSE. Vendor Item Inventory Item/Loc 10979	600.00 TON	50.00000	30000.00
1	1000.40.20.2070.2096.2070.0000.0000.44020.			30000.00

Ship To
PUB WORKS-STORM DRAIN & H E
1900 HURTEL STREET
BEFORE 2:30 PM
MOBILE, AL 36604

Deliver To
PUB WORKS-STORM DRAIN & H E
1900 HURTEL STREET
BEFORE 2:30 PM
MOBILE, AL 36604

Requisition Link

Requisition Total 30000.00

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

Account	Amount	Remaining Budget

Bill To	Requisition 00011763-00 FY 2026
ACCOUNTS PAYABLE	PO 26008571
P O BOX 389	Acct No:
	1000.40.20.2070.2096.2070.0000.0000.44020.
MOBILE, AL	Review:
36601	Buyer: 910518227
vendorinvoices@cityofmobile.org	Status: Converted Page 2

Vendor
VULCAN CONSTRUCTION MATERIALS LP
1767 COCHRANE BRIDGE CAUSEWAY

MOBILE, AL 36660

Tel#251-583-9690

Ship To
PUB WORKS-STORM DRAIN & H E
1900 HURTEL STREET
BEFORE 2:30 PM
MOBILE, AL 36604

Deliver To
PUB WORKS-STORM DRAIN & H E
1900 HURTEL STREET
BEFORE 2:30 PM
MOBILE, AL 36604

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
04/29/26	228600				STORMWATER

Account		Amount	Remaining Budget
1000.40.20.2070.2096.2070.0000.0000.44020.		30000.00	3105116.00
STORMWATER EXP	OPERATING SUPPLIES		

***** 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: 910521222
Approved	04/30/26	LAURIE WILLIAMS	OKAY TO APPROVE
Approved	04/30/26	SOPHIA YORK	Auto approved by: 910521222
Approved	04/30/26	JOHN PAINE	Auto approved by: 910521222

Authorized By: _____ Date: _____
Signature

Bill To	Requisition 00011764-00 FY 2026
ACCOUNTS PAYABLE	PO 26008570
P O BOX 389	Acct No:
	1000.40.20.2070.2086.2070.0000.0000.44020.
MOBILE, AL	Review:
36601	Buyer: 910518227
vendorinvoices@cityofmobile.org	Status: Converted Page 1

Vendor
VULCAN CONSTRUCTION MATERIALS LP
1767 COCHRANE BRIDGE CAUSEWAY

MOBILE, AL 36660

Tel#251-583-9690

Ship To
PUB WORKS-CONCRETE & SIDEWALK
770 GAYLE STREET
BEFORE 2:30 PM
MOBILE, AL 36604

Deliver To
PUB WORKS-CONCRETE & SIDEWALK
770 GAYLE STREET
BEFORE 2:30 PM
MOBILE, AL 36604

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
04/29/26	228600				CONCRETE/CAVE-IN

LN	Description / Account	Qty	Unit Price	Net Price
	General Notes			
	AS PER BID 5943 AND YOUR BID RESPONSE.			
001	LIMESTONE TYPE A, DENSE GRADED BASE, (PICK-UP BY CITY TRUCK). AS PER BID 5943 AND YOUR BID RESPONSE. Vendor Item Inventory Item/Loc 10979	300.00 TON	50.00000	15000.00
1	1000.40.20.2070.2086.2070.0000.0000.44020.			15000.00

Ship To
PUB WORKS-CONCRETE & SIDEWALK
770 GAYLE STREET
BEFORE 2:30 PM
MOBILE, AL 36604

Deliver To
PUB WORKS-CONCRETE & SIDEWALK
770 GAYLE STREET
BEFORE 2:30 PM
MOBILE, AL 36604

Requisition Link

Requisition Total 15000.00

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

Account	Amount	Remaining Budget

Bill To	Requisition 00011764-00 FY 2026
ACCOUNTS PAYABLE	PO 26008570
P O BOX 389	Acct No:
	1000.40.20.2070.2086.2070.0000.0000.44020.
MOBILE, AL	Review:
36601	Buyer: 910518227
vendorinvoices@cityofmobile.org	Status: Converted Page 2

Vendor
VULCAN CONSTRUCTION MATERIALS LP
1767 COCHRANE BRIDGE CAUSEWAY

MOBILE, AL 36660

Tel#251-583-9690

Ship To
PUB WORKS-CONCRETE & SIDEWALK
770 GAYLE STREET
BEFORE 2:30 PM
MOBILE, AL 36604

Deliver To
PUB WORKS-CONCRETE & SIDEWALK
770 GAYLE STREET
BEFORE 2:30 PM
MOBILE, AL 36604

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
04/29/26	228600				CONCRETE/CAVE-IN

Account	Amount	Remaining Budget
1000.40.20.2070.2086.2070.0000.0000.44020.	15000.00	1332941.10
PUBLIC SERVICE MAINTENANCE EXP OPERATING SUPPLIES		

***** 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: 910521222
Approved	04/30/26	LAURIE WILLIAMS	OKAY TO APPROVE
Approved	04/30/26	SOPHIA YORK	Auto approved by: 910521222
Approved	04/30/26	JOHN PAINE	Auto approved by: 910521222

Authorized By: _____ Date: _____
Signature

BID TABULATION FOR BID #5943
AGGREGATE

Line	Vendor	BID	LIMESTONE TYPE A DENSE GRADED BASE PICK UP BY CITY TRUCK	LIMESTONE TYPE A DENSE GRADED BASE DELIVERED TO A DESIGNATED LOCATION	LIMESTONE TYPE B GRADED BASE PICK UP BY CITY TRUCK	LIMESTONE TYPE B GRADED BASE DELIVERED TO A DESIGNATED LOCATION
1	MARTIN MARIETTA	YES	$ 54.00	$ 63.00	$ 54.00	$ 63.00
2	VULCAN CONSTRUCTION MATERIALS	YES	$ 50.00	$ 62.00	$ 50.00	$ 62.00

SEALED BID

Do Not Return Via Email or Fax

Mailing Address:
P. O. Box 1948
Mobile, Alabama 36633
(251) 208-7434

CITY OF MOBILE

Purchasing Department and Package Delivery:

Government Plaza
4th Floor, Room S-408
205 Government St.
Mobile, Alabama 36644
Postal Service Does Not Deliver to This Street Address

BID SHEET

This is Not an Order

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

Typed by: lw Buyer: 005

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:
04/03/2025	5943	Public Works	To Be Picked Up

This bid must be received and stamped by the Purchasing office not later than: 12:01 PM, Friday, April 11, 2025

QUANTITY	ARTICLES	UNIT	UNIT PRICE Dollars	UNIT PRICE Cents	EXTENSION Dollars	EXTENSION Cents
	Bid on this form ONLY. Make no changes on this form. Attach any additional information required to this form.					
	AGGREGATE					
	The City of Mobile is requesting bids for Aggregate.					
APPX 1-30,000	LIMESTONE, TYPE A, DENSE GRADED BASE (PICK-UP BY CITY TRUCK) $_____/TON					
	LIMESTON, TYPE A, DENSE GRADED BASE (TO BE DELIVERED TO NEEDED LOCATION) $_____/TON					
APPX 0-10,000	LIMESTONE, TYPE B, GRADED BASE (PICK-UP BY CITY TRUCK) $_____/TON					
	LIMESTON, TYPE B, DENSE GRADED BASE (TO BE DELIVERED TO NEEDED LOCATION) $_____/TON					
TONS	Prices quoted on this bid are to be held firm for 1 YEAR from bid award.					
	Page 1 of 3		TOTAL			

RETURN ONE SIGNED COPY OF THIS BID IN ENCLOSED ENVELOPE

Phone Number _____

Email Address _____

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

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
	At the option of the successful bidder and the City of Mobile, the prices may be extended for a THREE (3) more YEAR period. STATE ALL PRICING ON THIS SHEET. State any special conditions or ordering instructions. Material must be available within five (5) working days ARO. Please remember to sign this original bid sheet. **Vendor must have local availability within the County of Mobile for city trucks to pick up aggregate where stated.** No bid bond is required. 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). Page 2 of 3					
			TOTAL			

RETURN ONE SIGNED COPY OF THIS QUOTATION IN ENCLOSED ENVELOPE

READ ABOVE INSTRUCTIONS BEFORE QUOTING

Firm Name _____

By _____

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

BID CONTINUATION SHEET

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
	Vendors do not need a City of Mobile Business License or Certificate of Authority from the Alabama Secretary of State, nor the E-Verify for certification to submit a bid, but will need to obtain the Business License and Certificate of Authority verification and/or provide the E-Verify Certification, if applicable, prior to issuance of a Purchase Order.					
	State of Alabama Local Vendor Preference Law 41-16-50 (a) and (d) will apply to this purchase.					
	Be sure to sign and return this page including the terms and conditions on the reverse of page 1.					
	THE CITY OF MOBILE DOES NOT ACCEPT VENDOR'S TERMS AND CONDITIONS.					
	Please Note: In an effort to update our bid files, vendor(s) who fail to bid may be removed from bid list.					
	City of Mobile Business License Required for Delivery within the City Limits.					
	See Item 14 on Reverse of Page 1.					
	If you have any questions, please contact the Purchasing Department at purchasing@cityofmobile.org.					
	CONE OF SILENCE. From the time of advertising, and until the final award by completion of a signed contract or purchase document issued by the City, there is a prohibition on communication by respondents (or anyone on their behalf) with the City staff and elected officials regarding this request for bids, proposals, or qualifications. This does not apply to communications directly with the Procurement Department staff during a uthorized 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.					
	Page 3 of 3					
			TOTAL			

RETURN ONE SIGNED COPY OF THIS QUOTATION IN ENCLOSED ENVELOPE

READ ABOVE INSTRUCTIONS BEFORE QUOTING

Firm Name _____

By _____

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

PROCUREMENT DEPARTMENT

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

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

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

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

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

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

Be sure to sign your bid!

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

(Request First Delivery)

CAPITAL CONTRACT SUMMARY SHEET

AGENDA ITEM SUMMARY SHEET

Agenda of: May 12, 2026

Submitted by:
Jennifer Greene, Dir of Programs & Project Mgmt

Sponsored by:
Spiro Cheriogotis, Mayor

Purpose and Scope of Project:
Attached for your review is Change Order No. 3 to the contract between the City of Mobile (Owner) and PL Russell LLC. (Contractor) for the Mobile Riverfront Redevelopment – Cooper Riverside Park (Great Lawn Upgrades), COM Project No. PR-029-22. This Change Order covers the scope of work required to complete the necessary improvements to the restroom facility within Cooper Riverside Park's footprint and extends the contract's Substantial Completion date to July 2, 2026. This restroom is an integral part of the Park's infrastructure, and will create an ADA compliant structure. The total net increase to the contract amount is $283,295.94, reflecting the costs of materials and labor for the listed tasks, as detailed in the attachments.

Amount of Contract:
$283,295.94

Funding Source
G-GOMESA

ATTACHMENTS:
1. 00 - CO No.3 Cover Letter
2. - CO No.3 Resolution
3. 01 - CO No.3 Form
4. 02 - City PM Justification Memo for Change Order
5. 03 - Great Lawn Upgrades_Letter of Justification COR 3_26.04.23
6. 04 - PLRussell_CO3_Proposal
7. 05 - Cost Summary
8. 07 - PL Russell Great Lawn Contract_FULLY EXECUTED
9. 08 - Change Order 1 - PL Russell LLC - Great Lawn Upgrades

10. Change Order 2-PL Russell LLC-Great Lawn_FULLY EXECUTED
11. 09 - COI-PL Russell-Great Lawn Cooper Riverside

REVIEWERS:
Jennifer Greene
Nicholas Amberger
Donna Bryars
Cherlina Monteiro
James Barber

May 12, 2026

Dear Councilmembers,

Attached for your review is Change Order No. 3 to the contract between the City of Mobile (Owner) and PL Russell LLC. (Contractor) for the Mobile Riverfront Redevelopment – Cooper Riverside Park (Great Lawn Upgrades), COM Project No. PR-029-22.

This Change Order covers the scope of work required to complete the necessary improvements to the restroom facility within Cooper Riverside Park's footprint and extends the contract's Substantial Completion date to July 2, 2026. This restroom is an integral part of the Park's infrastructure, and will create an ADA compliant structure.

The total net increase to the contract amount is $283,295.94, reflecting the costs of materials and labor for the listed tasks, as detailed in the attachments.

We appreciate your continued support and communication on this important infrastructure project. Should you have any questions, please contact Jennifer Greene at (251) 208-7199 or via email at jennifer.greene@cityofmobile.org.

Respectfully,

Jennifer Greene
Director of Programs and Project Management
Public Works

2026

RESOLUTION

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, Change Order No.3 to the contract, by and between the City of Mobile, and the company listed below, for work as outlined in the Change Order No.3 attached hereto and made a part hereof as though set forth in full. A copy of said executed Change Order No.3 is on file in the office of the City Clerk

NAME OF COMPANY:	PL Russell, LLC.
PROJECT NAME:	Mobile Riverfront Redevelopment, Cooper Riverside Park, Great Lawn Upgrades
PROJECT NO:	PR-029-22
AMOUNT:	$283,295.94 (Increase)

Adopted:

_____
City Clerk

_____
Date

MOBILE
ALABAMA

CITY OF MOBILE
Programs and Project Management
205 Government Street, 2nd Floor
Mobile, AL 36602

PROJECT: Mobile Riverfront Redevelopment, Cooper Riverside Park, Great Lawn Upgrades

CHANGE ORDER NO: THREE (3)

PROJECT NO: PR-029-22

DATE: April 27, 2026

TO CONTRACTOR: PL Russell, LLC.

CONTRACT DATE: November 24, 2025

ADDRESS: 251 Saint Anthony St.,
Mobile, AL 36603

TERMS: You are hereby authorized to make the following changes hereto:

1. Increase the contract amount to $3,227,354.24.
2. Complete the scope of work as referenced in the attachments.
3. Extend contract Substantial Completion date to July 2, 2026 (9 calendar days).

THE CONTRACT HAS CHANGED AS FOLLOWS:

Original Contract Sum	$2,759,500.00
Net change by previously authorized Change Orders	$184,558.30
Contract Sum prior to Change Order No.3	$2,944,058.30
Contract Sum will be INCREASED by Change Order No.3 in the amount of	$283,295.94
New Contract Sum including this Change Order will be	$3,227,354.24
Contract Substantial Completion date prior to Change Order No.3	June 22, 2026
Contract Substantial Completion date will EXTEND to	July 2, 2026

As of this Change Order No.3, the Contract Sum is $3,227,354.24 and the Substantial Completion date is July 2, 2026.

NOT VALID UNTIL SIGNED BY THE CONTRACTOR AND OWNER

ATTEST:

PL Russell, LLC. / Responsible Official

4/29/26
Date

ATTEST:

Spiro N. Cheriogotis, Mayor

City Clerk

JUSTIFICATION FOR CHANGE ORDER

PROJECT:	MOBILE RIVERFRONT REDEVELOPMENT, COOPER RIVERSIDE PARK, GREAT LAWN UPGRADES RESTROOM FACILITY IMPROVEMENTS
CHANGE ORDER NO:	THREE (3)
CONTRACTOR:	PL RUSSELL, LLC.
PROJECT NO:	PR-029-22
MUNIS PROJECT NO.:	G-GOMESA
CONTRACT NO:	5566
VENDOR NO:	299374

The attached Change Order number three (3) to contract with PL Russell, LLC., dated April 27, 2026, is required because of the following:

[ ] 1. Unusual and difficult circumstances which arose during the course of the execution of the contraction with could not have been reasonable 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 memos.

[X] 6. Other: See attached detailed summary.

This memorandum supports the need to include the Restroom Facility Improvements into Great Lawn Upgrades contract with PL Russell, LLC. through Change Order rather than Competitive Bidding:

1. Within the "General Scope" of PL Russell's contract

The Restroom work falls within the general scope of the Great Lawn Upgrades contract and is most efficiently and cost-effectively performed by the Contractor (PL Russell) because:

- The Restroom footprint is within Cooper Riverside Park (same project site / same park) where the contractor is already working.
- The Restroom work involves similar trades (concrete, utilities, finishes, site coordination)
- The Great Lawn (Park) utilities and hardscape interface with the building.

2. Logical Integration with Existing Work

The Restroom work is necessary to complete the Great Lawn Upgrades project because the restroom work is tied to:

- Utility upgrades (water, sewer, electrical)
- ADA compliance improvements
- Drainage and grading modifications
- Hardscape tie-ins and foundation interfaces

3. Feasibility and Foreseeability

- The Contractor is already on site, saving the City from paying additional mobilization cost by having another general contractor onsite.
- The City did not have the funds to investigate / incorporate the Restroom work into the Great Lawn Upgrades project at the time of bidding but now has the approved funds to do so.
- The extent of the present condition / issue prompting the Restroom work was not foreseeable at the time of the Great Lawn Upgrades contract execution. It arose during the normal course of design and investigation work and could not reasonably have been anticipated by the design team or City staff without subject matter experts.

4. Project Completion and Phasing

- Aligning Restroom and Park elements to be performed simultaneously is necessary to ensure the proper and complete execution of Cooper Riverside Park and is necessary to achieve substantial completion of the overall Cooper Riverside Park projects.
- The reopening of Cooper Riverside Park depends on a functional restroom facility, utility activation, and proper final inspections. Failure to perform this work would result in non-compliance with overall Cooper Riverside Park project goals and would compromise project integrity or safety.

5. Recommendation

Based on above information, and review of the conditions:

- It is **not** in the City's best interest to pursue competitive bidding due to urgency, integration with existing work, and minimal cost.
- It **is** in City's best interest to incorporate the Restroom Improvements scope of work into the Great Lawn Upgrades project (via Change Order to PL Russell, LLC. contract) in the interest of project coherence, efficiency, completion time frame, and cost conservation.

Signature:	
Name:	Jake Clements
Title:	Project Manager
Firm / Company:	City of Mobile

MAURINARCHITECTURE P.C.

Karrie Maurin, RA, CSI-CDT
karrie@maurinarch.com
C: 850-221-0670
Robert Maurin, RA, CSI-CDT
robert@maurinarch.com
C:850-485-4803

April 23, 2026

Mr. Jake Clements
Project Manager
Programs & Project Management
City of Mobile
205 Government Street
Mobile, AL 36633
O: 251-208-1138
C: 251-431-4290
jake.clements@cityofmobile.gov

Re : Great Lawn Upgrades Project - Review Change Order Request #3

Dear Jake:

Maurin Architecture, P.C. (MAPC) has reviewed the following Change Order Request from the Contractor:

1. Description of Change Order
This Change Order covers the following work:
This Change Order adds the renovation of the existing park restroom facility to the Contract. Work includes architectural upgrades, plumbing fixture replacement, electrical and mechanical upgrades, ADA compliance modifications, permitting, and all associated labor, materials, equipment, and supervision necessary to complete the work in accordance with attached drawings and specifications.

2. Origin of Change Order
This Change Order was initiated by: The City of Mobile Project Manager (Jake Clements) and the Architect of Record (Karrie Maurin)

3. Necessity or Desirability of Change
This Change Order is necessary and/or desirable because:
Renovation of the park restroom facility is necessary to address deterioration, ensure public health and safety, achieve ADA and code compliance, preserve public assets, and provide a functional and welcoming amenity consistent with community standards and expectations.

Inclusion of the restroom renovation within the existing park construction contract is necessary to ensure coordinated utility integration, cost efficiency, schedule optimization, regulatory compliance, and delivery of a complete and functional park facility to the public. Executing this work under the current contract avoids additional procurement time and expense while ensuring the restroom facility meets current safety, accessibility, and operational standards.

4. Justification for Change Order Rather Than Competitive Bidding
The additional work falls within the general scope of the original contract and is most efficiently and cost-effectively performed by the Contractor who will be on site. Competitive bidding was not pursued due to urgency, integration with existing work, and minimal cost.

Project: Great Lawn Upgrades
COR #3

5. Statement of Price Review and Recommendation
The proposed pricing for this Change Order has been reviewed in detail and found to be fair, reasonable, and consistent with industry standards and prior rates established in the original contract. I therefore recommend approval of this Change Order in the amount of:
$283,295.94

Please let me know if you have any questions or require additional information.

Respectfully,

Karrie Maurin, RA, CSI-CDT
Maurin Architecture, P.C.

Cc: Jake Clements, *Attachments: COR #3*

Cooper Riverside Park - Bathroom Repairs

PL RUSSELL

PL Russell LLC

251 Saint Anthony Street
Mobile, AL 36603
Contact:
Phone:
Fax:

Quote To:

Phone:
Fax:

Job Name:
Date of Plans:
Revision Date:

ITEM	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	AMOUNT
10	General Requirements	1.00	LS	22,467.04	22,467.04
20	ADA Drinking Fountain	1.00	LS	11,195.71	11,195.71
30	Demolition	1.00	LS	24,805.58	24,805.58
40	CMU Wall	1.00	LS	9,413.33	9,413.33
50	Epoxy Flooring - Resurface and epoxy paint	1.00	LS	13,883.15	13,883.15
60	Electrical - removing outdoor color changing light	1.00	LS	75,991.96	75,991.96
70	Plumbing	1.00	LS	43,082.67	43,082.67
80	Fixtures/Doors	1.00	LS	20,271.83	20,271.83
90	Prep/Prime/Paint	1.00	LS	27,802.33	27,802.33
100	Gates	1.00	LS	6,089.10	6,089.10
110	Amenities	1.00	LS	6,413.55	6,413.55
120	Cap Repairs	1.00	LS	8,433.16	8,433.16
130	Gutter Replacement	1.00	LS	1,826.73	1,826.73
140	Backwater Gate Valve	1.00	LS	3,052.55	3,052.55
150	Flood vents in walls	5.00	EA	1,713.45	8,567.25
GRAND TOTAL					**$283,295.94**

NOTES:

1. Price includes all work associated with plans and specifications for bathroom repairs.
2. Price includes additional bond price for PL Russell under current contract.
3. Price excludes sales tax and amterial testing.
4. Price excludes all work relating to security cameras.

Ben Russell

PROJECT NO: PR-029-22

TITLE: Mobile Riverfront Redevelopment
Cooper Riverside Park - Great Lawn Upgrades

CONTRACT NO: 5566

FIN. PROJECT NO: G-GOMESA

CONTRACTOR: PL Russell, LLC.

DATE: 4/22/2026

CURRENT CONTRACT AMOUNT:	$ 2,759,500.00
TOTAL CONTRACT INCREASE:	$ 283,295.94
NEW CONTRACT AMOUNT AFTER CHANGE ORDER NO.3	**$ 3,227,354.24**

			SCHEDULE			
Scope	**Item #**	**Description**	**Unit**	**Quantity**	**Unit Price**	**Bid Amount**
GENERAL CONDITIONS	1.1	General requirements (Mobilization / Demobilization), bonds, insurances, project administration and management, temporary facilities, construction surveying, record drawing (as-builts) (Not to Exceed 6% of base bid)	Lump Sum	1	$ 180,000.00	$ 180,000.00
Removals/Demolitions	2.1	Demolish luminaires, light pole foundations and electrical lighting conductors as specified on Demo plans. Remove and salvage specified luminaires and light poles. See electrical demolition sheet ED101 and electrical schedule sheet E-601.	Lump Sum	1	$ 1,500.00	$ 1,500.00
	2.2	Remove and salvage for reuse existing site furnishings, wrought iron fencing and gates, cable guardrail and other remaining site furnishings not listed specifically. Refer to sheet G-101.	Lump Sum	1	$ 9,000.00	$ 9,000.00
	2.3	Demolish masonry seat-walls, planter walls, and flagpole foundations. See plans and details.	Lump Sum	1	$ 17,000.00	$ 17,000.00
	2.4	Demolish existing concrete pavement, includes sawcutting pavement where indicated, salvage base material for reuse.	Lump Sum	1	$ 30,000.00	$ 30,000.00
	2.5	Remove existing trees, clearing and grubbing existing lawn, shrubbery and other existing ground covered areas shown on plans.	Lump Sum	1	$ 5,000.00	$ 5,000.00
Temporary Fencing and Erosion Control Measures	3.1	Furnish, install, and maintain temporary 6' chain-link construction security fencing throughout construction. Gates include (if applicable) See plans for location.	Lump Sum	1	$ 6,000.00	$ 6,000.00
	3.2	Furnish, install and maintain sediment & erosion control measures per plans and CBMPP, ADEM and CITY land disturbance requirements. See plan sheet CE101.	Lump Sum	1	$ 45,000.00	$ 45,000.00
	3.3	Furnish, install and maintain tree protection. See Plans and Details.	Lump Sum	1	$ 6,000.00	$ 6,000.00
Site Preparation	4.1	Earthwork, grading and excavation, fine grading.	Lump Sum	1	$ 110,000.00	$ 110,000.00
	4.2	Planting soil, topsoil, and fiber soils per planting schedule and specifications. See plans and details.	Lump Sum	1	$ 7,000.00	$ 7,000.00
Concrete Pavement	5.1	6" Concrete pavement with reinforcement, includes thickened edge, joints and aggregate sub-base shown on plans and details.	Lump Sum	1	$ 707,000.00	$ 707,000.00
	5.2	Concrete topping coat to be installed over existing beam supported concrete deck. Includes roughening existing deck and delegated topping coat concrete design mix to be provided by contractor. See plans and details for location.	Lump Sum	1	$ 27,000.00	$ 27,000.00
	5.3	Concrete bench pads, dimensions vary, includes reinforcement and aggregate sub-base shown on plans and details.	Lump Sum	1	$ 21,000.00	$ 21,000.00
	5.4	Concrete foundation pad for Iberville statue, dimensions vary, includes reinforced concrete pad and pedestal reinforcement and aggregate sub-base shown on plans and details.	Lump Sum	1	$ 18,000.00	$ 18,000.00
	5.5	Concrete light pole pedestals, includes reinforced concrete pad and pedestal reinforcement and aggregate sub-base shown on plans and details.	Lump Sum	1	$ 37,000.00	$ 37,000.00
	5.6	Concrete flag pole foundations, includes reinforcement and aggregate sub-base shown on plans and details.	Lump Sum	1	$ 16,000.00	$ 16,000.00
Concrete Steps and Walls	6.1	Curved concrete integral seat wall with architectural concrete, form liner detailing, reinforcement, and aggregate base. Includes integral concrete steps that bisect the seat wall and its handrails. Backfill behind wall to be included in bid item 5.1 above.	Lump Sum	1	$ 87,000.00	$ 87,000.00
	6.2	Concrete steps and adjacent cheek walls that bisect existing planter walls, includes handrails, reinforcement, and aggregate sub-base shown on plans and details. Upper landings to be included in bid item 6.1 above	Lump Sum	1	$ 67,000.00	$ 67,000.00
	6.3	Concrete access ramp and integral cheek walls, includes reinforcement, aggregate sub-base, pavement joints as shown on plans and details. Backfill behind walls to be included in 5.1 above.	Lump Sum	1	$ 24,000.00	$ 24,000.00
	6.4	Concrete planter wall at northeast park entrance, includes reinforcement, aggregate base, and dowels to connect into existing planter walls at two ends. Backfill behind walls to be included in 5.1 above.	Lump Sum	1	$ 34,000.00	$ 34,000.00
	6.5	Concrete planter wall and integral steps at south project area by amphitheater.	Lump Sum	1	$ 50,000.00	$ 50,000.00
Masonry	7.1	Entrance columns with brick masonry, includes new concrete footings and mounting hardware required to connect refurbished wrought iron gates and fence panels to new entrance columns.	Lump Sum	1	$ 47,000.00	$ 47,000.00
	7.2	Cleaning of existing concrete pavement and masonry within park. See plans for locations.	Lump Sum	1	$ 15,000.00	$ 15,000.00
Site Furnishings	8.1	Installation of Owner Furnished statues. Includes necessary hardware and cleaning of statues installed on new concrete statue pedestals and/or foundation pads. See plans and details.	Lump Sum	1	$ 10,000.00	$ 10,000.00
	8.2	Installation of Owner Furnished benches and waste receptacles. Includes necessary hardware to mount furnishings to pads or concrete pavement. See plans and details. Refurbishment of salvaged benches and waste receptables shall be included in bid item 9.6 below.	Lump Sum	1	$ 17,000.00	$ 17,000.00
	8.3	Installation of Owner Furnished historic sign and bronze plaque.	Lump Sum	1	$ 3,000.00	$ 3,000.00
	8.4	Installation of salvaged wrought iron fencing and gates. Includes gate widening (for northeast entrance) and furnishing new mounting hardware and brackets. Refurbishment of salvaged fencing and gates shall be included in bid item 9.6 below.	Lump Sum	1	$ 24,000.00	$ 24,000.00
	8.5	Install six new aluminum flagpoles. Provide all labor, materials, and equipment required to furnish and as shown on the plans. Work includes pole sleeves, flagpole assemblies, cleats, halyards, finials, flash collars, and all necessary fittings and accessories. Flagpoles shall match height, finish, and style indicated in the contract documents.	Lump Sum	1	$ 142,000.00	$ 142,000.00
Site Furnishings	8.6	Metal product refurbishing. Contractor shall inspect salvaged metal furnishings at CITY Yard. Refurbishment of metal products includes repairing damaged sections with new materials, welding repairs and/or reinforcement. Contractor shall include in bid sand blasting all salvaged metal materials with new application powder coat paint system. Bidding Contractor may elect to replace salvaged metal materials with new furnishings as part of this bid item in lieu of refurbishing them. This bid item includes benches, waste receptacles, and wrought iron fencing and gates. Guardrail refurbishment shall be included in bid item 10.1 below. Light poles refurbishment shall be included in bit item 13.1.	Lump Sum	1	$ 24,000.00	$ 24,000.00

PROJECT NO: PR-029-22
TITLE: Mobile Riverfront Redevelopment
Cooper Riverside Park - Great Lawn Upgrades
CONTRACT NO: 5566
FIN. PROJECT NO: G-GOMESA
CONTRACTOR: PL Russell, LLC.

DATE: 4/22/2026

CURRENT CONTRACT AMOUNT:	$ 2,759,500.00
TOTAL CONTRACT INCREASE:	$ 283,295.94
NEW CONTRACT AMOUNT AFTER CHANGE ORDER NO.3	**$ 3,227,354.24**

			SCHEDULE			
Scope	**Item #**	**Description**	**Unit**	**Quantity**	**Unit Price**	**Bid Amount**
Guardrail Systems	9.1	Installation of salvaged cable guardrail to be located along river bulkheads. Contractor shall inspect salvaged cable guardrail components located at CITY yard. Bid shall include utilizing existing guardrail cables, support posts, tensioners, etc... Contractor shall include new post support brackets in bid to flush mount the guardrail onto concrete pavement. Refurbishment of metal products includes repairing damaged sections with new materials, welding repairs, and or/reinforcement. Contractor shall include in bid sand blasting all salvaged metal materials with new application of powder coat paint system. Bidding Contractor may elect to replace salvaged guardrail with new cable guardrail system as described in bid item 10.2 as part of this bid item in lieu of refurbishing the existing salvaged guardrails.	Lump Sum	1	$ 284,000.00	$ 284,000.00
	9.2	Fabrication and installation of new cable guardrail system to be located along lower level and transition levels of river bulkhead. See plans and details	Lump Sum	1	$ 111,000.00	$ 111,000.00
Landscaping	10.1	Furnish and Install trees, shrubs, perennials, and groundcover. See planting schedule on sheet LP501 for quantity and information. Include furnishing and installing mulch and root barrier. Includes maintenance through warranty period. Planting bed preparation and soils to be included in bid item 5.2 above.	Lump Sum	1	$ 53,000.00	$ 53,000.00
	10.2	Furnish and install turf grass. See planting schedule on sheet LP501 for information. Includes maintenance through warranty period. Topsoil and fiber soil to be included in bid item 5.2.	Lump Sum	1	$ 67,000.00	$ 67,000.00
	10.3	Repair, reconnect, and expand existing irrigation system to include new lawn and planting areas. Includes design and construction of system.	Lump Sum	1	$ 35,000.00	$ 35,000.00
Site Drainage	11.1	Remove existing drainage inlet, provide new drainage inlet or reuse existing if suitable. (includes backfill)	Lump Sum	1	$ 8,000.00	$ 8,000.00
	11.2	Wall underdrain systems. Repair existing wall underdrains where impacted by new step locations. Provide complete system with fittings, filter sock to reconnect new underdrains to existing pipes. Provide new underdrains, geotextile fabric and washed drainage stone behind new planter walls per plans and details. Provide connection to existing storm line with solid PVC drain line.	Lump Sum	1	$ 23,000.00	$ 23,000.00
Electrical	12.1	Furnish and install light poles, luminaires, and mounting arms. See plan sheet E-101 and fixture schedule sheet E-601. Include refurbishment of salvaged light poles and fixtures. Refurbishment of metal light poles includes repairing damaged sections with new materials, welding repairs, and/or reinforcement. Contractor shall include in bid sand blasting all salvaged materials with new application of powder coat paint system. Bidding Contractor may elect to replace salvaged metal materials with new furnishings in lieu of refurbishing them.	Lump Sum	1	$ 350,000.00	$ 350,000.00
	12.2	Electrical conduits, conductors, with trenching, backfill, and handholes for complete site electrical integration with existing electrical infrastructure.	Lump Sum	1	$ 42,000.00	$ 42,000.00
					Bid Contract total:	**$ 2,759,500.00**
					Change Order No.1 total:	$ 120,219.68
					Change Order No.2 total:	$ 64,338.62

CHANGE ORDER NO.3

	Item #	**Description**	**Unit**	**Quantity**	**Unit Price**	**Amount**
CHANGE ORDER NO.3	1010	General Requirements	Lump Sum	1	$ 22,467.04	$ 22,467.04
	1011	ADA Drinking Fountain	Lump Sum	1	$ 11,195.71	$ 11,195.71
	1012	Demolition	Lump Sum	1	$ 24,805.58	$ 24,805.58
	1013	CMU Wall	Lump Sum	1	$ 9,413.33	$ 9,413.33
	1014	Flooring - Resurface and Epoxy Paint	Lump Sum	1	$ 13,883.15	$ 13,883.15
	1015	Electrical - Removing Outdoor Color Changing Lights	Lump Sum	1	$ 75,991.96	$ 75,991.96
	1016	Plumbing	Lump Sum	1	$ 43,082.67	$ 43,082.67
	1017	Fixtures/Doors	Lump Sum	1	$ 20,271.83	$ 20,271.83
	1018	Prep/Prime/Paint	Lump Sum	1	$ 27,802.33	$ 27,802.33
	1019	Gates	Lump Sum	1	$ 6,089.10	$ 6,089.10
	1020	Amenities	Lump Sum	1	$ 6,413.55	$ 6,413.55
	1021	Cap Repairs	Lump Sum	1	$ 8,433.16	$ 8,433.16
	1022	Gutter Repleacement	Lump Sum	1	$ 1,826.73	$ 1,826.73
	1023	Backwater Gate Valve	Lump Sum	1	$ 3,052.55	$ 3,052.55
	1024	Flood Vents in Walls	Each	5	$ 1,713.45	$ 8,567.25
					Change Order No.3 total:	**$ 283,295.94**
					Contract Amount after Change Order:	**$ 3,227,354.24**

MOBILE
ALABAMA

MOBILE RIVERFRONT REDEVELOPMENT
COOPER RIVERSIDE PARK
GREAT LAWN UPGRADES

PROJECT NO. PR-029-22

SEPTEMBER 2025



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ITEM I
INVITATION TO BID

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, Wednesday, AUGUST 27, 2025, and then publicly opened and read in the Atrium, 1st Floor, for constructing:

Project No:	PR-029-22
Project:	Mobile Riverfront Redevelopment, Cooper Riverside Park, Great Lawn Upgrades
Project Description:	Landscaping, Hardscaping

Use of Gender. The use of any gender herein shall be deemed or include the other genders, and the use of the singular herein shall be deemed to be or include the plural (and vice versa), wherever appropriate.

Plans and Conract Documents are available and may be obtained by prime contractor bidders by emailing the Project Administrator at qsmith@moffattnichol.com. Printed copies of the Bidding Documents may be obtained from the Issuing Office (address: 11N Water Street, Suite 20220, Mobile, AL 36602, Ph 225-610-1933) with 24-hour notice (send notice to: qsmith@moffattnichol.com), during the hours indicated above, upon payment of a deposit of $175.00 for each set. Said cost represents the cost of printing, reproduction, handling, and distribution, therefore no refund will be granted. Cashier's checks for Bidding Documents shall be payable to "Moffatt & Nichol." Partial sets of Bidding Documents will not be available from the Issuing Office. Neither Owner nor the Engineer will be responsible for full or partial sets of Bidding Documents, including Addenda if any, obtained from sources other than the Issuing Office.

No Bid Packages and no Specifications 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 Wednesday, AUGUST 20, 2025.

A Mandatory Pre-Bid Conference will be held in the Commission Conference Chamber, 1st Floor, Mobile Government Plaza, 205 Government Street, Mobile, Alabama, on Wednesday, AUGUST 13, 2025 at 11:00 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 (e.g. entire bid package) are returned with the bid and the Proposal sheet attached.

Bidders are advised to carefully and thoroughly review the bid documents for the specific federal provisions that must be met over the course of the Project. The awarding of a contract

will require the Contractor to pay the prevailing wage rates for this district that are applicable to the trades engaged in this project.

Any contract awarded under this Invitation for Bids may be paid for in whole or in part with grant funding from the Gulf of Mexico Energy Security Act ("GOMESA Council", also "Council") and the Alabama Department of Conservation and Natural Resources ("ADCNR") under the Gulf Coast states Act of 2006 (GOMESA Act). Any contract resulting from this solicitation will be subject to the terms and conditions of the funding award, the GOMESA Council Financial Assistance Standard Terms and Conditions, including any Special Award funding from the Gulf Of Mexico Energy Security Act ("GOMESA Council", also "Council") and the Alabama Department of Conservation and Natural Resources ("ADCNR") under the Gulf Coast States Act of 2006 (GOMESA Act). Any contract resulting from this solicitation will be subject to the terms and conditions of the funding award, the GOMESA Council Financial Assistance Standard Terms and Conditions, including any Special Award Conditions, the Standard Sub-Award Terms and Conditions. Notwithstanding the above, neither ADCNR nor the GOMESA Council, or any of their agents, representatives, or employees, is or will be a party to this Invitation for Bids or any resulting contract. Further, any contractor awarded a contract under this Invitation for Bids shall not be deemed to be an agent, representative, employee or servant of ADCNR or the GOMESA Council.

All bidders must make positive efforts to use small and minority owned business and women business enterprises. Minority and women's business enterprises are solicited to bid on this contract as prime contractors and are encouraged to make inquiries regarding potential subcontracting opportunities and equipment, material and/or supply needs. Bidders must pay special attention to the requirements of the City of Mobile Subcontractor and Major Supplier Plan. The City of Mobile requires that bidders comply with City Ordinance 4-034-2018 Chapter. Refer to 2 CFR 200.321 and the City of Mobile's Subcontractor and Major Supplier Plan included in the bid package for detailed language.

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 of Mobile, 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 registered to do business in Alabama 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 2022 Edition.

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).

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 one of the following: MU (Municipal & Utility) Major Classification; MU-S with Recreation Areas, Site Work Grading, and Concrete; HS (Highways & Streets) Major Classification; or HS-S with Site Work, Earthwork, and Concrete 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 **MOBILE RIVERFRONT REDEVELOPMENT, COOPER RIVERSIDE PARK, GREAT LAWN UPGRADES**, City of Mobile Project No. **PR-029-22**, in the City of Mobile, Alabama".

Bid schedule - Subject to change with notice on www.cityofmobile.org/bids
Advertisement: Wednesday, 7/16/25 - Wednesday, 7/30/25
Mandatory Pre-Bid Meeting: Wednesday, 8/13/25 at 11am, Commission Conference Chamber, Govt. Plaza
Pre-Bid Questions Due: Wednesday, 8/20/25 at 12pm
Bid Opening: Wednesday, 8/27/25 at 2:30pm, Commission Conference Chamber, Govt. Plaza

PLEASE PUBLISH IN THE ISSUES OF: LAGNIAPPE JULY 16, 2025, JULY 23, 2025, & JULY 30, 2025.

ITEM II
INSTRUCTIONS TO BIDDERS

1. PREPARATION OF BIDS:

Forms furnished, or copies thereof shall be used, and strict compliance with the requirements of the advertisement, these instructions, and the instructions printed on the forms is necessary. Special care shall be exercised in the preparation of Bids. Bidders must make their own estimates of the facilities and difficulties attending the performance of the proposed Contract, including local conditions, uncertainty of weather, and all other contingencies. All designations and prices shall be fully and clearly set forth. The proper spaces in the Bid and guaranty forms shall be suitably filled. A City of Mobile Subcontracting Plan must be submitted with the bid documents. BIDS SHALL REMAIN VALID FOR 90 DAYS AFTER BID OPENING.

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, 2022 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 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. Bid bond shall remain valid for 90 days after bid opening.

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 **Mobile Riverfront Redevelopment, Cooper Riverside Park, Great Lawn Upgrades**, City of Mobile Project No. **PR-029-22**, in the City of Mobile, Alabama".

10. TIME FOR RECEIVING BIDS:

Bids received prior to the time of opening will be securely stored, unopened. The Owner will decide when the specified time has arrived; no Bid will be considered if received thereafter. When a Bid arrives by mail after time for opening, but before award is made, and it is shown to the Owner's satisfaction that the late arrival was due solely to mail delays, beyond the Bidder's responsibility, the Bid will be received and considered. Non-responsibility will be attached to the City of Mobile for the premature opening of a Bid not properly addressed and identified. Unless specifically authorized, telegraphic Bids will not be considered; however, modifications to previously submitted Bids will be considered if received prior to the hour set for opening.

11. WITHDRAWAL OF BIDS:

Bids may be withdrawn by written or telegraphic requests received from Bidders prior to the time fixed for opening. Negligence on the part of the Bidder in preparing the Bid confers no right for the withdrawal of Bid after it has been opened.

12. BIDDERS PRESENT:

At the time fixed for opening Bids, Bid contents will be made public for the information of Bidders and others properly interested, who may be present either in person or by representation.

13. AWARD OR REJECTION OF BIDS:

The Contract will be awarded to the lowest responsible Bidder, complying with the conditions of the Invitation for Bids, provided his Bid is reasonable and in the best interest of the Owner for acceptance. The Bidder to whom the award is made will be notified at the earliest possible date. The Owner, however, reserves the right to reject any and all Bids and to waive any informality in Bids received whenever such rejection or waiver is in the best interest of the Owner. The Owner also reserves the right to reject the Bidder who has previously failed to perform properly or complete projects on time; to complete Contracts of a similar nature; or a Bidder who is not, in the judgment of the Owner, in a position to perform the Contract.

14. PRE-QUALIFICATION OF BIDDERS:

Unless otherwise specified, a bidder must submit evidence that he is pre-qualified to bid State of Alabama Department of Transportation (ALDOT) projects. The bidder must 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 one of the following: MU (Municipal & Utility) Major Classification; MU-S with Recreation Areas, Site Work Grading, and Concrete; HS (Highways & Streets) Major Classification; or HS_S with Site Work, Earthwork, and Concrete 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 of Mobile.

Clarification will be made only by written Addenda sent to all prospective bidders. Neither the Engineer nor the City Project Manager 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 Project Manager 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 Project Manager 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 Project Manager 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 Project Manager. 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 Project Manager 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 Project Manager 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.

22. GRANT INFORMATION:

Any contract awarded under this Invitation for Bids may be paid for in whole or in part with grant funding from the Gulf Of Mexico Energy Security Act ("GOMESA Council", also "Council") and the Alabama Department of Conservation and Natural Resources ("ADCNR") under the Gulf Coast states Act of 2006 (GOMESA Act). Any contract resulting from this solicitation will be subject to the terms and conditions of the funding award, the GOMESA Council Financial Assistance Standard Terms and Conditions, including any Special Award Conditions, the Standard Sub-Award Terms and Conditions. Notwithstanding the above, neither ADCNR nor the GOMESA Council, or any of their agents, representatives, or employees, is or will be a party to this Invitation for Bids or any resulting contract. Further, any contractor awarded a contract under this Invitation for Bids shall not be deemed to be an agent, representative, employee or servant of ADCNR or the GOMESA Council.

INFORMATION FOR BIDDERS RELATED TO GOMESA ACT FUNDING

A. MINORITY BUSINESS ENTERPRISE AND WOMEN'S BUSINESS ENTERPRISE (MBE/WBE) REQUIREMENTS: Documentation of compliance with the MBE/WBE requirements is a matter of contractor responsibility. When subcontracting, the contractor must submit documentation of good faith efforts to meet the project's MBE/WBE requirements before contracted work can commence; MBE/WBE requirements and

required documentation are outlined in ADCNR Required Attachments Section of the Contract Documents. Failure on the part of the contractor to submit proper documentation may cause the Owner to not execute or to terminate the contract.

Project Name: MOBILE RIVERFRONT REDEVELOPMENT, COOPER RIVERSIDE PARK, GREAT LAWN UPGRADES, COM PROJECT NO. PR-029-22

Bid Opening Date: 8/27/25

Required Items Checklist

The following items are required with your bid proposal in order for it to be deemed responsive. For more information, please see Invitation to Bid and Instructions to Bidders. Please fill out this checklist and acknowledge that each item is present by initialing each line. This form must be included as the first page in your bid proposal.

Note: We ask that Contractors TAB and LABEL each required item to increase efficiency at bid opening.

Initial	*Required Item*
BR	(1) Attendance at Pre-Bid Meeting
BR	(2) Correct project name and information on sealed envelope (see pg. 5)
BR	(3) Proof of required State of Alabama Contractor's License (see pg. 5)
BR	(4) Entire bound bid contract as received from consultant engineer (see pg. 3)
BR	(5) Each addendum signed and acknowledged (see City of Mobile Bid Website for links)
BR	(6) Bid Bond or Check for 5% of amount bid (max $10,000) (see pg. 4, 22)
BR	(7) DBE Subcontracting and Major Supplier Plan (form - pgs. 62-67)
BR	(8) E-Verify Affidavit (Form – pg. 68)
BR	(9) Accounting of Sales Tax form (pg. 78)
BR	(10) Federal-Aid Funded Projects (form – pg. 175)
BR	(11) UEI Documentation and SAM.gov Verification (see pg. 4, 12; form – pg. 243)
BR	(12) FFATA Disclosure Statement (form – pg. 244)
BR	(13) Proposal Form (pgs. 13-21)

Helpful reminders:

1. Each required form must be filled out correctly for the bid to be considered responsive.
2. The subcontractors on your DBE Subcontracting Plan must match the UEI and SAM.gov verification form.
3. Note all changes released in addendums, including any form replacements or updated bid contract language. Errors or omissions may result your bid being considered unresponsive.
4. Proposals must be returned on the appropriate form provided by the City of Mobile. Do not create your own proposal form.
5. Make sure the numbers on your bid form match the written version of the number. The written number will be used if there is a discrepancy.

Prepared by: BEN RUSSELL Job Title: PRESIDENT

ITEM III
PROPOSAL

TO: Honorable Mayor
City of Mobile
Mobile, Alabama

Date 8/27/2025

The undersigned, as Bidder, hereby declares that he has examined the site of the work and is fully aware of conditions pertaining to the place where the work is to be done. The Bidder also declares that he has carefully examined the Instructions to Bidders, the General Conditions of the Specifications and the drawings, as prepared by the City Project Manager, as well as the premises

Project No: PR-029-22
Project Name: Mobile Riverfront Redevelopment, Cooper Riverside Park, Great Lawn Upgrades
Project Description: Landscape and Hardscape.
Major work items include: Concrete

The Bidder further agrees to construct the improvements in **180 working days (Base Bid)** as chosen by the City.

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, 2022 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 Moffatt & Nichol, Project Manager - Sai Kiran Duvvuri, PE, Email – sduvvuri@moffattnichol.com. In order to receive consideration, the request must be received before 12:00 p.m. on August 20, 2025. Any such interpretation, any supplemental instructions will be mailed or delivered to all prospective bidders.

BASE BID
Project No. PR-029-22
MOBILE RIVERFRONT REDEVELOPMENT, COOPER RIVERSIDE PARK
GREAT LAWN UPGRADES
ITEMS FOR BID

BID ITEM	BID ITEM NO.	BID QTY	BID UNIT	DESCRIPTION	UNIT PRICE WRITTEN IN WORDS	BID UNIT PRICE	BID AMOUNT
GENERAL CONDITIONS	1.1	1	LUMP SUM	General requirements (Mobilization / Demobilization), bonds, insurances, project administration and management, temporary facilities, construction surveying, record drawing (as-builts) (Not to Exceed 6% of base bid)	ONE HUNDRED For EIGHTY THOUSAND Dollars And ZERO Cents	180,000.00	180,000.00
GENERAL CONDITIONS SUBTOTAL					For ONE HUNDRED EIGHTY- THOUSAND Dollars And ZERO Cents		180,000.00

BID ITEM	BID ITEM NO.	BID QTY	BID UNIT	DESCRIPTION	UNIT PRICE WRITTEN IN WORDS	BID UNIT PRICE	BID AMOUNT
REMOVALS / DEMOLITIONS	2.1	1	LUMP SUM	Demolish luminaires, light pole foundations and electrical lighting conductors as specified on Demo plans. Remove and salvage specified luminaires and light poles. See electrical demolition sheet ED101 and electrical schedule sheet E-601.	ONE THOUSAND For FIVE HUNDRED Dollars And ZERO Cents	1,500.00	1500.00
	2.2	1	LUMP SUM	Remove and salvage for reuse existing site furnishings, wrought iron fencing and gates, cable guardrail, and flag poles, and other remaining site furnishings not listed specifically. Refer to sheet G-101.	For NINE THOUSAND Dollars And ZERO Cents	9000.00	9000.00
	2.3	1	LUMP SUM	Demolish masonry seat-walls, planter walls, and flagpole foundations. See plans and details.	For SEVENTEEN THOUSAND Dollars And ZERO Cents	17,000.00	17000.00
	2.4	1	LUMP SUM	Demolish existing concrete pavement, includes sawcutting pavement where indicated, salvage base material for reuse.	For THIRTY THOUSAND Dollars And ZERO Cents	30,000.00	30000.00
	2.5	1	LUMP SUM	Remove existing trees, clearing and grubbing existing lawn, shrubbery and other existing ground covered areas shown on plans.	For FIVE THOUSAND Dollars And ZERO Cents	5,000.00	5000.00
REMOVALS / DEMOLITIONS SUBTOTAL					SIXTY-TWO THOUSAND For FIVE HUNDRED Dollars And ZERO Cents		62,500.00

BID ITEM	BID ITEM NO.	BID QTY	BID UNIT	DESCRIPTION	UNIT PRICE WRITTEN IN WORDS	BID UNIT PRICE	BID AMOUNT
TEMPORARY FENCING AND EROSION CONTROL MEASURES	3.1	1	LUMP SUM	Furnish, install, and maintain temporary 6' chain-link construction security fencing throughout construction. Gates include (if applicable) See plans for location.	For SIX THOUSAND Dollars And ZERO Cents	6000.00	6000.00
	3.2	1	LUMP SUM	Furnish, install and maintain sediment & erosion control measures per plans and CBMPP, ADEM and CITY land disturbance requirements. See plan sheet CE101.	FORTY-FIVE For THOUSAND Dollars And ZERO Cents	45000.00	45000.00

	3.3	1	LUMP SUM	Furnish, install and maintain tree protection. See Plans and Details.	For SIX THOUSAND Dollars And ZERO Cents	6000.00	6000.00
TEMPORARY FENCING AND EROSION CONTROL MEASURES SUBTOTAL					For FIFTY-SEVEN THOUSAND Dollars And ZERO Cents		57,000.00

BID ITEM	BID ITEM NO.	BID QTY	BID UNIT	DESCRIPTION	UNIT PRICE WRITTEN IN WORDS	BID UNIT PRICE	BID AMOUNT
SITE PREPARATION	4.1	1	LUMP SUM	Earthwork, grading and excavation, fine grading.	For ONE HUNDRED TEN THOUSAND Dollars And ZERO Cents	110000.00	110000.00
	4.2	1	LUMP SUM	Planting soil, topsoil, and fiber soils per planting schedule and specifications. See plans and details.	For SEVEN THOUSAND Dollars And ZERO Cents	7000.00	7000.00
SITE PREPARATION SUBTOTAL					For ONE HUNDRED SEVENTEEN THOUSAND Dollars And ZERO Cents		117,000.00

BID ITEM	BID ITEM NO.	BID QTY	BID UNIT	DESCRIPTION	UNIT PRICE WRITTEN IN WORDS	BID UNIT PRICE	BID AMOUNT
CONCRETE PAVEMENT	5.1	1	LUMP SUM	6" Concrete pavement with reinforcement, includes thickened edge, joints and aggregate sub-base shown on plans and details.	For SEVEN HUNDRED SEVEN THOUSAND Dollars And ZERO Cents	707000.00	707000.00
	5.2	1	LUMP SUM	Concrete topping coat to be installed over existing beam supported concrete deck. Includes roughening existing deck and delegated topping coat concrete design mix to be provided by contractor. See plans and details for location.	For TWENTY-SEVEN THOUSAND Dollars And ZERO Cents	27000.00	27000.00
	5.3	1	LUMP SUM	Concrete bench pads, dimensions vary, includes reinforcement and aggregate sub-base shown on plans and details.	For TWENTY-ONE THOUSAND Dollars And ZERO Cents	21000.00	21000.00
	5.4	1	LUMP SUM	Concrete foundation pad for Iberville statue, dimensions vary, includes reinforced concrete pad and pedestal reinforcement and aggregate sub-base shown on plans and details.	For EIGHTEEN THOUSAND Dollars And ZERO Cents	18000.00	18000.00
	5.5	1	LUMP SUM	Concrete light pole pedestals, includes reinforced concrete pad and pedestal reinforcement and aggregate sub-base shown on plans and details.	For THIRTY-SEVEN THOUSAND Dollars And ZERO Cents	37000.00	37000.00
	5.6	1	LUMP SUM	Concrete flag pole foundations, includes reinforcement and aggregate sub-base shown on plans and details.	For SIXTEEN THOUSAND Dollars And ZERO Cents	16000.00	16000.00
CONCRETE PAVEMENT SUBTOTAL					For EIGHT HUNDRED TWENTY-SIX THOUSAND Dollars And ZERO Cents		826,000.00

BID ITEM	BID ITEM NO.	BID QTY	BID UNIT	DESCRIPTION	UNIT PRICE WRITTEN IN WORDS	BID UNIT PRICE	BID AMOUNT
CONCRETE STEPS AND WALLS	6.1	1	LUMP SUM	Curved concrete integral seat wall with architectural concrete, form liner detailing, reinforcement, and aggregate base. Includes integral concrete steps that bisect the seat wall and its handrails. Backfill behind wall to be included in bid item 5.1 above.	EIGHTY-SEVEN For THOUSAND Dollars And ZERO Cents	87000.00	87000.00
	6.2	1	LUMP SUM	Concrete steps and adjacent cheek walls that bisect existing planter walls, includes handrails, reinforcement, and aggregate sub-base shown on plans and details. Upper landings to be included in bid item 6.1 above.	SIXTY-SEVEN For THOUSAND Dollars And ZERO Cents	67000.00	67000.00
	6.3	1	LUMP SUM	Concrete access ramp and integral cheek walls, includes reinforcement, aggregate sub-base, pavement joints as shown on plans and details. Backfill behind walls to be included in 5.1 above.	TWENTY-FOUR For THOUSAND Dollars And ZERO Cents	24000.00	24000.00
	6.4	1	LUMP SUM	Concrete planter wall at northeast park entrance, includes reinforcement, aggregate base, and dowels to connect into existing planter walls at two ends. Backfill behind walls to be included in 5.1 above.	THIRTY-FOUR For THOUSAND Dollars And Cents	34000.00	34000.00
	6.5	1	LUMP SUM	Concrete planter wall and integral steps at south project area by amphitheater.	FIFTY For THOUSAND Dollars And ZERO Cents	50000.00	50000.00
CONCRETE STEPS AND WALLS SUBTOTAL					TWO HUNDRED SIXTY-TWO For THOUSAND Dollars And ZERO Cents		262,050.00

BID ITEM	BID ITEM NO.	BID QTY	BID UNIT	DESCRIPTION	UNIT PRICE WRITTEN IN WORDS	BID UNIT PRICE	BID AMOUNT
MASONRY	7.1	1	LUMP SUM	Entrance columns with brick masonry, includes new concrete footings and mounting hardware required to connect refurbished wrought iron gates and fence panels to new entrance columns.	FORTY-SEVEN For THOUSAND Dollars And ZERO Cents	47000.00	47000.00
	7.2	1	LUMP SUM	Cleaning of existing concrete pavement and masonry within park. See plans for locations.	For FIFTEEN THOUSAND Dollars And ZERO Cents	15000.00	15000.00
MASONRY SUBTOTAL					For SIXTY-TWO THOUSAND Dollars And ZERO Cents		62,000.00

BID ITEM	BID ITEM NO.	BID QTY	BID UNIT	DESCRIPTION	UNIT PRICE WRITTEN IN WORDS	BID UNIT PRICE	BID AMOUNT
SITE FURNISHINGS	8.1	1	LUMP SUM	Installation of Owner Furnished statues. Includes necessary hardware and cleaning of statues installed on new concrete statue pedestals and/or foundation pads. See plans and details.	For TEN THOUSAND Dollars And ZERO Cents	10000.00	10000.00
	8.2	1	LUMP SUM	Installation of Owner Furnished benches and waste receptacles. Includes necessary hardware to mount furnishings to pads or concrete pavement. See plans and details. Refurbishment of salvaged benches and waste receptables shall be included in bid item 9.6 below.	For SEVENTEEN THOUSAND Dollars And ZERO Cents	17000.00	17000.00
	8.3	1	LUMP SUM	Installation of Owner Furnished historic sign and bronze plaque.	For THREE THOUSAND Dollars And ZERO Cents	3000.00	3000.00
	8.4	1	LUMP SUM	Installation of salvaged wrought iron fencing and gates. Includes gate widening (for northeast entrance) and furnishing new mounting hardware and brackets. Refurbishment of salvaged fencing and gates shall be included in bid item 9.6 below.	For TWENTY-FOUR THOUSAND Dollars And ZERO Cents	24000.00	24000.00
	8.5	1	LUMP SUM	Installation of new flag poles.	For ONE HUNDRED FORTY-TWO THOUSAND Dollars And ZERO Cents	142000.00	142000.00
	8.6	1	LUMP SUM	Metal product refurbishing. Contractor shall inspect salvaged metal furnishings at CITY Yard. Refurbishment of metal products includes repairing damaged sections with new materials, welding repairs and/or reinforcement. Contractor shall include in bid sand blasting all salvaged metal materials with new application powder coat paint system. Bidding Contractor may elect to replace salvaged metal materials with new furnishings as part of this bid item in lieu of refurbishing them. This bid item includes benches, waste receptacles, and wrought iron fencing and gates. Guardrail refurbishment shall be included in bid item 10.1 below. Light poles refurbishment shall be included in bit item 13.1.	For TWENTY-FOUR THOUSAND Dollars And ZERO Cents	24000.00	24000.00
SITE FURNISHINGS SUBTOTAL					For TWO HUNDRED TWENTY THOUSAND Dollars And ZERO Cents		220,000.00

BID ITEM	BID ITEM NO.	BID QTY	BID UNIT	DESCRIPTION	UNIT PRICE WRITTEN IN WORDS	BID UNIT PRICE	BID AMOUNT
GUARDRAIL SYSTEMS	9.1	1	LUMP SUM	Installation of salvaged cable guardrail to be located along river bulkheads. Contractor shall inspect salvaged cable guardrail components located at CITY yard. Bid shall include utilizing existing guardrail cables, support posts, tensioners, etc. Contractor shall include new post support brackets in bid to flush mount the guardrail onto concrete pavement. Refurbishment of metal products includes repairing damaged sections with new materials, welding repairs, and or/reinforcement. Contractor shall include in bid sand blasting all salvaged metal materials with new application of powder coat paint system. Bidding Contractor may elect to replace salvaged guardrail with new cable guardrail system as described in bid item 10.2 as part of this bid item in lieu of refurbishing the existing salvaged guardrails.	Two Hundred Eighty-Four For THOUSAND Dollars And ZERO Cents	284,000.00	284,000.00
	9.2	1	LUMP SUM	Fabrication and installation of new cable guardrail system to be located along lower level and transition levels of river bulkhead. See plans and details.	One Hundred Eleven For THOUSAND Dollars And ZERO Cents	111,000.00	111,000.00
GUARDRAIL SYSTEMS SUBTOTAL					Three Hundred Ninety-Five For THOUSAND Dollars And ZERO Cents		395,000.00

BID ITEM	BID ITEM NO.	BID QTY	BID UNIT	DESCRIPTION	UNIT PRICE WRITTEN IN WORDS	BID UNIT PRICE	BID AMOUNT
LANDSCAPING	10.1	1	LUMP SUM	Furnish and Install trees, shrubs, perennials, and groundcover. See planting schedule on sheet LP501 for quantity and information. Include furnishing and installing mulch and root barrier. Includes maintenance through warranty period. Planting bed preparation and soils to be included in bid item 5.2 above.	Fifty-Three For THOUSAND Dollars And ZERO Cents	53,000.00	53000.00
	10.2	1	LUMP SUM	Furnish and install turf grass. See planting schedule on sheet LP501 for information. Includes maintenance through warranty period. Topsoil and fiber soil to be included in bid item 5.2.	Sixty-Seven For THOUSAND Dollars And ZERO Cents	67,000.00	67,000.00
	10.3	1	LUMP SUM	Repair, reconnect, and expand existing irrigation system to include new lawn and planting areas. Includes design and construction of system.	Thirty-Five For THOUSAND Dollars And ZERO Cents	35000.00	35000.00
LANDSCAPING SUBTOTAL					One Hundred Fifty-Five For THOUSAND Dollars And ZERO Cents		155 000.00

BID ITEM	BID ITEM NO.	BID QTY	BID UNIT	DESCRIPTION	UNIT PRICE WRITTEN IN WORDS	BID UNIT PRICE	BID AMOUNT
SITE DRAINAGE	11.1	1	LUMP SUM	Remove existing drainage inlet, provide new drainage inlet or reuse existing if suitable. (includes backfill)	For Eight Thousand Dollars And ZERO Cents	8000.00	8000.00

	11.2	1	LUMP SUM	Wall underdrain systems. Repair existing wall underdrains where impacted by new step locations. Provide complete system with fittings, filter sock to reconnect new underdrains to existing pipes. Provide new underdrains, geotextile fabric and washed drainage stone behind new planter walls per plans and details. Provide connection to existing storm line with solid PVC drain line.	For TWENTY-THREE THOUSAND Dollars And ZERO Cents	23000.00	23000.00
SITE DRAINAGE SUBTOTAL					For THIRTY-ONE THOUSAND Dollars And ZERO Cents		31,000.00

BID ITEM	BID ITEM NO.	BID QTY	BID UNIT	DESCRIPTION	UNIT PRICE WRITTEN IN WORDS	BID UNIT PRICE	BID AMOUNT
ELECTRICAL	12.1	1	LUMP SUM	Furnish and install light poles, luminaires, and mounting arms. See plan sheet E-101 and fixture schedule sheet E-601. Include refurbishment of salvaged light poles and fixtures. Refurbishment of metal light poles includes repairing damaged sections with new materials, welding repairs, and/or reinforcement. Contractor shall include in bid sand blasting all salvaged materials with new application of powder coat paint system. Bidding Contractor may elect to replace salvaged metal materials with new furnishings in lieu of refurbishing them.	For THIRTY-FIVE THOUSAND Dollars And ZERO Cents	350000.00	350 000.00
	12.2	1	LUMP SUM	Electrical conduits, conductors, with trenching, backfill, and handholes for complete site electrical integration with existing electrical infrastructure.	For FORTY-TWO Dollars And ZERO Cents	42000.00	42000.00
ELECTRICAL SUBTOTAL					For THREE HUNDRED NINTY-TWO THOUSAND Dollars And ZERO Cents		392,000.00
BASE BID					For TWO MILLION SEVEN HUNDRED FIFTY-NINE THOUSAND FIVE HUNDRED Dollars And ZERO Cents		2,759,500.00

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 PL RUSSELL

SIGNATURE

DATE 8/27/25

UNIT PRICES

The following unit prices will be used to establish costs for changes to the contract. Provide the following unit prices based on the plans, details and specifications.

1.	Surplus and or unsuitable soil material hauled off site.	50	cubic yard	$45.00
2.	Remove hose bib, cap existing connection. Install new hose-bib. Assume 20 feet of 5/8" diameter new PVC water service, connect to existing and provide hose bib attached to wood post.	1	each	$1500.00
3.	Furnish and place borrow material meeting classification of imported structural fill.	50	cubic yard	$35.00
4.	Aggregate Base with Geotextile – 6" thick aggregate base course, including installation of geotextile fabric beneath the base. Work shall be inclusive of all labor, materials, equipment, and incidentals required for complete installation.	500	Square yard	$45.00

Bidders must acknowledge all addenda. The Bidder acknowledges receipt of the following ADDENDA: (Enter the number the Designer has assigned to each of the addenda that the Bidder is acknowledging)

1, 2, and 3

BASE BID: $2,759,500.00

CONTINGENCY ALLOWANCE: + $50,000.00

TOTAL BASE BID: $2,809,500.00
(Fill in here and in Total Bid below)

TOTAL BASE BID: $ 2,809,500.00

ALTERNATES: For any and all work required by the Bidding Documents for Alternates including any and all unit prices designated as alternates in the unit price description.

Alternate No. 1 *(Owner to provide description of alternate and state whether add or deduct)* for the lump sum of:

N/A Dollars ($ N/A)

Alternate No. 2 *(Owner to provide description of alternate and state whether add or deduct)* for the lump sum of:

N/A Dollars ($ N/A)

(Note: Show amount in both words and figures. In case of discrepancy, the amount in words shall govern). **Bids shall be provided in whole dollar amount with no cents.**

Base Bid

Total (All items listed in Proposal) 2,809,500.00

Written in words TWO MILLION EIGHT HUNDRED NINE THOUSAND FIVE HUNDRED DOLLARS AND ZERO CENTS.

Number of calendar days to complete 180

Signature of Bidder _____
(If a firm or individual)

Address of Bidder _____

_____

By _____

Signature of Bidder _____
(If a Corporation)

By _____
President

BEN RUSSELL
Print

_____
Secretary

_____
Print

_____
Treasurer

_____
Print

Business Address 251 SAINT ANTHONY ST MOBILE, AL 36603

Business Address _____

Business Address _____

(Corporate Seal)

ATTEST: _____
Secretary

Name of State under the Laws of which the Corporation was chartered:

5754
State License Number

Corporate Seal

STATE OF ALABAMA

BID LIMIT: U

AMOUNT: UNLIMITED

LICENSE NO.: 57754

TYPE: RENEWAL

State Licensing Board for General Contractors

THIS IS TO CERTIFY THAT

PL RUSSELL LLC

MOBILE, AL 36603

is hereby licensed a General Contractor in the State of Alabama and is authorized to perform the following type(s) of work:

HS: HIGHWAYS AND STREETS, MU-S: DRAINAGE AND CULVERT, SC: CONCRETE

until May 31, 2026 when this Certificate expires.

Witness our hands and seal of the Board, dated Montgomery, Ala.

8th day of May, 2025

216871

Michael B. Tew SECRETARY-TREASURER

CHAIRMAN

ITEM IV
BID BOND

KNOW ALL MEN BY THESE PRESENT:

That PL Russell, LLC
(Name of Contractor)
251 Saint Anthony St., Mobile, AL 36603
(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 ***Mobile Riverfront Redevelopment, Cooper Riverside Park, Great Lawn Upgrades***, **City of Mobile Project No. *PR-029-22.***

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 August 27, 2025 (Date)
PL Russell, 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

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, Lydia Nations, 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 11th day of August, 2024.

WESTERN SURETY COMPANY

Larry Kasten, Vice President

State of South Dakota }
County of Minnehaha } ss

On this 11th day of August, 2024, 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, Paula Kolsrud, 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 27th day of August, 2025.

WESTERN SURETY COMPANY

Paula Kolsrud, 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

BIDS WILL NOT BE CONSIDERED UNLESS BID BOND IS SIGNED BY PRINCIPAL AND SURETY.

ITEM V
LABOR AND MATERIALS BOND

KNOW ALL MEN BY THESE PRESENT, that we PL Russell, LLC 251 Saint Anthony Street, Mobile, Alabama 36603 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 Two Million, Seven Hundred Fifty-Seven Thousand, Five Hundred & 00 Dollars ($ 2,757,500.00) lawful money of the United States, for the payment of which sum and truly to be made, we bind ourselves, our heirs, personal representatives, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, said Principal has entered into a certain Contract with said Obligee, dated _____, 20____ (hereinafter called the Contract) for Mobile Riverfront Redevelopment Cooper Riverside Park, Great Lawn Upgrades, PR-029-22 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)

PL Russell, LLC
(Corporate Name)

BY: _____
(Signature)

ATTEST: _____ BEN RUSSELL
(Signature) (Print)

Gwen Logan (Print) ITS: PRESIDENT
ITS: Secretary (Title)

Western Surety Company
(Surety sign here) (Corporate name)

BY: _____
(Signature)

Renee Ellis
(Print)

ATTEST: _____ ITS: Attorney in Fact
(Signature) (Title)

Kathryn Hilton (Print)

ITS: Witness

Corporate Seal

ITEM VI
PERFORMANCE BOND

KNOW ALL MEN: That we PL Russell, 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 Two Million, Seven Hundred Fifty-Seven Thousand, Five Hundred and 00 dollars ($ 2,757,500.00), for the payment whereof the Principal and the Surety or Sureties bond themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has, by means of a written agreement dated _____, 20__, entered into a Contract with the Owner for Mobile Riverfront Development, Cooper Riverside Park, Great Lawn Upgrades, City of Mobile 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_____.

In the presence of:

_____

_____

Individual Principals sign here

_____(SEAL)

_____(Print)

_____(SEAL)

_____(Print)

_____(SEAL)

_____(Print)

PL Russell, LLC
(Corporate Name)

BY: _____
(Signature)

BEN RUSSELL
(Print)

ITS: PRESIDENT
(Title)

ATTEST:
_____
(Signature)

Gwen Logan (Print)

ITS: Secretary
(Title)

Western Surety Company
(Surety sign here) (Corporate name)

BY: _____
(Signature)

Renee Ellis
(Print)

ITS: Attorney in Fact
(Title)

ATTEST:
_____
(Signature)

Kathryn Hilton (Print)

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, Lydia Nations, 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 11th day of August, 2024.

WESTERN SURETY COMPANY

Larry Kasten, Vice President

State of South Dakota }
County of Minnehaha } ss

On this 11th day of August, 2024, 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, Paula Kolsrud, 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 _____, 2025.

WESTERN SURETY COMPANY

Paula Kolsrud, 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.

Turner Insurance & Bonding Co.

PATRIOT | PARTNER AGENCY

445 Dexter Avenue, Suite 5030 Montgomery, AL 36104	PO Drawer 230789 Montgomery, AL 36123	**Office** (334) 244-0004	**Fax** (334) 244-0350	**Web** Turnerfirst.com

September 9, 2025

City of Mobile
P.O. Box 1827
Mobile, Alabama 36603

Re: PL Russell, LLC
Mobile Riverfront Redevelopment, Cooper Riverside Park, Great Lawn Upgrades
Project Number: PR-029-22

To whom it may concern:

As a representative of Western Surety Company regarding the above-mentioned performance and payment bonds for PL Russell, LLC. I give City of Mobile the authority to date the Power of Attorney for the above referenced project that is attached to each bond the same date the bonds and contracts are executed.

If you would be so kind, please let me know what date you use. If you would like, you can email this information to me at rellis@turnerfirst.com.

If you need anything further, please do not hesitate to contact me.

Regards,

Renee Ellis

Renee Ellis

INSTRUCTIONS

1. The full name (given, initial, surname) and residence of each individual party to the Bond must be inserted in the first paragraph.
2. If the Principal is a partnership, the full name of all partners must be inserted in the first paragraph which must recite that they are the partners composing the partnership (to be named), and all partners must execute the Bond as individuals.
3. The State of Incorporation of each corporate party to bond must be inserted in the first paragraph, and the Bond must be executed under the Corporate Seal of each party attested by its Secretary or other appropriate Officer.
4. The date of the Bond must not be prior to the date of the Contract.
5. All bonds must be originals.

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:

1. Workers' Compensation/Employer's Liability:

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

   b. Employer's Liability with limits of not less than:

Bodily Injury by Accident	$1,000,000 each accident
Bodily Injury by Disease	$1,000,000 policy limit
Bodily Injury by Disease	$1,000,000 each employee

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

2. Comprehensive General Liability Insurance:

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

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

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

3. Automobile Liability Insurance:

   a. Automobile Liability Insurance to cover any auto, including all owned, non-owned, and hired vehicles, with a $1,000,000 combined single limit of liability each accident for bodily injury and/or property damage.

4. Excess/Umbrella Liability Insurance:

   a. Providing following form coverage for Employer's Liability, Comprehensive General Liability, and Automobile Liability.

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

5. Certificate of Liability Insurance Endorsement Page:

The policy endorsements listed below are required and must be listed in the "Descriptions of Operations" box on the Certificate of Liability Insurance or listed separately on an attachment to the certificate of insurance (ACORD 101, Additional Remarks Schedule).

a. Waiver of Subrogation - All policies of insurance shall be endorsed to waive rights of subrogation in favor of City of Mobile.

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

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

d. Notice of Cancellation - Certificates of Insurance shall provide that such insurance shall not be subject to cancellation, non-renewal nor material change without 30 days or more (except 10 days for non-payment) prior written notice thereof to the City of Mobile.

e. Certificates of Insurance - General – Within ten (10) calendar days from the date of issuance of Contract forms for execution, Contractor shall deliver to the City of Mobile, certificates of insurance (standard ACORD format) certifying the existence and limits of the insurance coverages along with separate policy endorsements as described above. Contractor shall also be responsible for delivering policy renewal certificates to the City of Mobile.

ITEM VIII
SPECIAL PROVISIONS

1. Subletting or Assigning of Contract:

(a) Limitations: The Contractor shall not sublet, assign, transfer, convey, sell or otherwise dispose of any portion of the contract, his right, title or interest therein, or his power to execute such contract, to any person, firm or corporation without written consent of the City and such written consent shall not be construed to relieve the Contractor of any responsibility for the fulfillment of the contract. Unless otherwise stipulated in the proposal or special provisions, the Contractor shall perform with his own organization, and with the assistance of workmen under his immediate supervision and reported on his payroll, all contract work of a value not less than 50 percent of the total contract amount, except that any items designated in the contract as "Specialty Items" may be performed by subcontract, and the cost of any such "Specialty Items" so performed by subcontract may be deducted from the total contract amount before computing the amount of work required to be performed by the Contractor, with his own organization.

(b) Subcontractor's Status: A subcontractor shall be recognized only in the capacity of an employee or agent of the Contractor and the Contractor will be responsible to the City for all subcontractors' work, including failures or omissions; and his removal may be required by the City Project Manager, 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 Project Manager. 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 Programs and Project Management and/or 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 Programs and Project Management 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, 2022 Edition, with all latest additions and modifications of the Programs and Project Management 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, 2022 Edition, with all latest additions and modifications of the Programs and Project Management 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 Programs and Project Management Department of the City of Mobile in accordance with the Alabama Department of Transportation Standard Specifications for Highway Construction, 2022 Edition, with all latest additions and modifications of the Programs and Project Management 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, 2022 Edition, with all latest additions and modifications of the Programs and Project Management 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 Programs and Project Management 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, 2022 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 Project Manager.

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, 2022 Edition, with all latest additions and modifications of the Programs and Project Management 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 and/or Reclaimed/Recycled Asphalt 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 Project Manager or his authorized representatives. The Superintendent shall have full authority to execute orders or directions of the City Project Manager 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 Project Manager unless provided for in this contract, shall undertake any relocation and/or adjustments of utilities. The Contractor shall cooperate with the utility companies and provide assistance in excavation for such adjustments and relocation work, if requested. This work will be paid for under the appropriate items of work for excavation and borrow.

    If any private utility line, including but not limited to irrigation lines, are encountered within the right-of-way, it is the Contractor's responsibility to make the necessary adjustments of said facilities and coordinate with the property owner or private company. Such adjustments are considered incidental to the project (no said pay item).

19. It shall be the Contractor's responsibility to determine if the required construction can be performed within the area provided and comply with requirements of the Occupational Safety and Health Regulations (OSHA) for construction projects of this type. Any safety measures or methods of construction that are necessary in the construction of this project to comply with these regulations are the Contractor's responsibility and shall be provided with all costs to be included in the various pay items of the contract (no direct payment).

20. The Contractor shall submit a Traffic Control Scheme for the City Traffic Engineer's approval prior to commencement of any work on this project. The scheme shall be in full compliance with all the provisions and requirements as designated in Item 740 and Article 104.04 of the Standard Specifications, the Federal MUTCD Manual, Millennium Edition, and other requirements set forth by the Traffic Engineer. [There shall be no direct payment for said traffic control plan preparation or for items in Section 740. All materials, signage, lights, hardware, drums, equipment, labor, handling and maintenance until project

completion and any other incidentals necessary to complete the job shall be considered incidental to the project Item 740 Traffic Control. The Contractor shall restore existing traffic mechanisms to original condition. [OR] Payment for items in Section 740 shall be full compensation for all materials, signage, lights, hardware, drums, equipment, labor, handling and maintenance until project completion and any other incidentals necessary to complete the job. The Contractor shall restore existing traffic mechanisms to original condition.]

21. All equipment shall be in good mechanical working order. If not, the Project Inspector can require removal from the project.

22. The Contractor at no direct payment will support any utilities encountered during construction, requiring support. Contractor is responsible for securing and supporting all utilities located adjacent to or within the limits of excavation. The cost associated with this work will be a subsidiary obligation of clearing & grubbing (no direct payment).

23. Maintenance roads, haul roads, laydown yards, staging areas, and detours constructed for the Contractor's use and convenience, shall be constructed at the Contract's expense, and shall be absorbed in other bid items. All construction entrances to the site of work shall have aggregate surfacing placed over filter fabric for a minimum of fifty (50) linear feet from the adjacent connecting roadway, by an appropriate width, in an effort to minimize the transportation of sediment onto existing roadways. All areas shall be restored to their preconstruction condition after project completion. Any damage to the asphalt wearing surface beyond or within the limits of construction, as determined by the Engineer or Owner, shall be repaired at no cost to the Owner. Any traffic control required to complete such repairs shall be in accordance with Federal MUTCD manual, Latest Edition and at no cost to the Owner.

24. Any damage caused by the Contractor or his subcontractors to the existing bituminous asphalt surface and/or base structure on local streets leading to or associated with this project shall be repaired by the Contractor at no cost to the owner.

25. It shall be the responsibility of the contractor to provide a substantial stand of grass at the time of the Final Inspection. Any sod that is not living and/or viable in the opinion of the Engineer shall be replaced at no additional cost to the project. The Contractor shall provide a one year warranty period from the time of final payment.

26. Contactor shall remove and dispose of all waste and unsuitable material, from the project site. The Contractor will be held responsible for disposal of debris and construction materials in an appropriate manner and at an approved, permitted location. The Contractor will be responsible for compliance with applicable laws or ordinances regarding material type and disposal site. **Disposal of construction materials and debris is specified in Subarticles 206.4(c) and 201.03(d) of the Standard Specifications.**

    The Contractor will submit a plan for the disposal of construction materials, indicating proposed disposal location, type of debris and quantity of material. City Engineering staff will monitor the disposal of construction materials for compliance with applicable laws and ordinances. There will be no additional compensation for disposing of such material off the project site.

27. All salvageable material from the project shall be stored on the project at locations designated by the City Project Manager. 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 Programs and Project Management 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 Project Manager shall retain one set. Prints and/or tapes shall be delivered to the City Project Manager 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. Work/payment may be halted by the City Project Manager, until control measures are properly addressed. Contractor shall be held for any resulting delays.

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 Best Management Practices (BMP) 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.

49. 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.
50. 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.
51. Working hours on certain streets will be limited. All working times, closures, etc., will be coordinated with the City of Mobile Traffic Engineering Department.
52. Workmen shall wear reflectorized vests, shirts or jackets.
53. The Contractor shall not commence with milling, tacking, resurfacing, or striping until all vehicles are removed from the street.
54. 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.
55. 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, 2022 Edition, with all latest additions and modifications of the Programs and Project Management Department for the City of Mobile.
56. Contractor shall use a mechanical broom with blower in operating condition for cleaning streets prior to tacking and resurfacing operations.
57. 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.
58. 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.
59. 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.
60. All traffic control configurations shall be restored to their original patterns, unless

otherwise directed by the Traffic Engineering Director.

61. 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.
62. 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.
63. 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.
64. 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.
65. Gutter cleaning will be a subsidiary obligation of 429-A1 Improved Bituminous Concrete Wearing Surface.
66. All permanent striping on the final surface that is required to be removed shall be removed by hydraulic means only or as directed by the Engineer.

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 PL Russell, 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: Mobile Riverfront Redevelopment, Cooper Riverside Park, Great Lawn Upgrades
Project No: PR-029-22
Project Description: Landscaping and Hardscaping
Major work items include: Concrete

City of Mobile Project Number **PR-029-22**, all complete in place with all appurtenances for the consideration of unit prices set forth in CONTRACTOR's Proposal (estimated to total $2,767,500.00) in strict accordance with this contract. The advertisement, proposal, special provisions, plans and specifications are all made a part of this agreement.

CITY:

(2) Wherever the word "CITY" is used, it shall refer to the City of Mobile, Alabama.

COUNCIL:

(3) Whenever the word "COUNCIL" is used in the Specifications, it shall refer to the governing body of the City of Mobile, Alabama, the party of the first part of the Agreement.

CONTRACT:

(4) Whenever the word "CONTRACT" is used it shall be held to mean the executed documents comprising the written agreement between the City of Mobile and the Contractor setting forth the obligations of the parties hereunder for the performance of the prescribed work. The Contract includes the invitation for bids, proposal, contract forms and contract bonds, specifications, supplemental specifications, special provisions, general and detailed plans, these

Articles of Agreement, notice to proceed, and any change orders that are required to complete the construction of the work in an acceptable manner, including authorized extensions thereof, and such other documents as by law or references are made a part thereof, all of which constitute one instrument.

CONTRACTOR:

(5) Whenever the word "CONTRACTOR" is used it shall be held to mean any individual, corporation, partnership, or other entity selected to perform any or all construction services. The contractor shall be eligible to bid Alabama Department of Transportation projects at the time of the prebid conference to be considered a valid bidder for this project.

CITY ENGINEER:

(6) Whenever the word "CITY ENGINEER" is used, it shall refer to the CITY ENGINEER for the City of Mobile or appointed assistants.

CITY PROJECT MANAGER:

(7) Whenever the word "City Project Manager" is used, it shall refer to the City Project Manager for the City of Mobile or appointed assistants.

ENGINEER:

(8) The engineering company assigned to perform engineering design and construction inspection services for this project. The engineering company so assigned to this project is **Moffatt & Nichol.**

AUTHORITY OF THE CITY PROJECT MANAGER AND CITY ENGINEER:

(9) The City Project Manager and/or 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 Project Manager and/or 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:

(10) 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", 2022 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 Project Manager and/or CITY ENGINEER or as noted herein.

ARBITRATOR:

(11) Both parties to this contract hereby agree that the City Project Manager and/or 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 Project Manager and/or CITY ENGINEER in all such cases shall be final.

STANDARD SPECIFICATIONS:

(12) Whenever the word "STANDARD SPECIFICATIONS" is used, it shall refer to State of 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, a copy of which is on file in the office of the City Project Manager and/or CITY ENGINEER.

WAGE SCALE:

(13) 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:

(14) The City Project Manager and/or 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 Project Manager and/or CITY ENGINEER.

The City Project Manager and/or CITY ENGINEER reserves the right to require replacement of any inspector considered to be unqualified for the work.

INSPECTION:

(15) 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 Project Manager and/or CITY ENGINEER at any time prior to the completion of the work and its acceptance by the City Project Manager and/or CITY ENGINEER.

INCOMPETENT EMPLOYEES TO BE DISCHARGED:

(16) If the work of any person employed by the CONTRACTOR should appear to the City Project Manager and/or CITY ENGINEER to be incompetent or disorderly, he shall be immediately discharged upon the request of the City Project Manager and/or CITY ENGINEER.

CHANGES AND EXTRA WORK PRECAUTIONS TO PREVENT ACCIDENT:

(17) 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 Project Manager and/or 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:

(18) 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:

(19) All work shall be done according to the direction of the City Project Manager and/or CITY ENGINEER or his authorized assistant.

GENERAL COMPLIANCE WITH LAWS:

(20) 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:

(21) If, in the opinion of the City Project Manager and/or 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 Project Manager and/or 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 Project Manager and/or 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:

(22) 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 Project Manager and/or CITY ENGINEER, it becomes necessary to insure the completion within the limit of time specified to this contract, the City Project Manager and/or 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 Project Manager and/or CITY ENGINEER, to ensue, the City Project Manager and/or 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:

(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 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:

(24) 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:

(25) 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 Project Manager 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 Project Manager 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:

(26) 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:

(27) The source of funds for payment by City under this contract is GOMESA. Said funds are on hand at the time of the execution of this contract.

PROHIBITION OF BOYCOTTING:

(28) 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:

(29) 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.

NON-DISCRIMINATION REQUIREMENTS:

(30) No person in the United States shall, on the ground of race, color, national origin, handicap, age, religion, or sex, be excluded from participation in, be denied the benefits of, or be subject to discrimination under any program or activity receiving federal financial assistance. The recipient is required to comply with all non-discrimination requirements summarized in this section, and to ensure that all subawards and contracts contain these nondiscrimination requirements.

1. Statutory Provisions

    a. Title VI of the Civil Rights Act of 1964 (42 U.S.C. §§ 2000d et seq.) prohibits discrimination on the grounds of race, color, or national origin under programs or activities receiving federal financial assistance;

    b. Title IX of the Education Amendments of 1972 (20 U.S.C. §§1681 et seq.) prohibits discrimination on the basis of sex under federally assisted education programs or activities;

    c. Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794) prohibits discrimination on the basis of handicap under any program or activity receiving or benefitting from federal assistance;

    d. The Age Discrimination Act of 1975, as amended (42 U.S.C. §§ 6101 et seq.), prohibits discrimination on the basis of age in programs or activities receiving federal financial assistance;

    e. The Americans with Disabilities Act of 1990, as amended (42 U.S.C. §§12101 et seq.) ("ADA"), including the ADA Amendments Act of 2008 (Public Law 110-325, ("ADAAA"}, prohibits discrimination on the basis of disability under programs, activities, and services provided or made available by state and local

governments or instrumentalities or agencies thereto, as well as public or private entities that provide public transportation;

f. Any other applicable non-discrimination law(s).

2. Regulatory Provisions

a. Treasury Title VI regulations, 31 C.F.R. Part 22, implement Title VI of the Civil Rights Act of 1964, as amended (42 U.S.C. §§ 2000d, et seq.) which prohibits discrimination on the grounds of race, color, or national origin under programs or activities receiving federal financial assistance;

b. Treasury Title IX regulations, 31C.F.R. Part 28, implement Title IX of the Education Amendments of 1972 (20 U.S.C. §§1681 et seq.) which prohibits discrimination on the basis of sex under federally assisted education programs or activities;

c. Treasury Age Discrimination regulations, 31 C.F.R. Part 23, implement the Age Discrimination Act of 1975, which prohibits discrimination on the basis of age in programs and activities receiving federal financial assistance.

3. Other Provisions

a. Parts II and Ill of EO 11246 (30 Fed. Reg. 12319, 1965), "Equal Employment Opportunity," as amended by EO11375 (32 Fed. Reg. 14303, 1967) and 12086 (43 Fed. Reg. 46501, 1978), require federally assisted construction contracts to include the nondiscrimination provisions of§§ 202 and 203 of EO 11246 and Department of Labor regulations implementing EO11246 (41 C. F.R. § 60-l.4(b), 1991).

b. EO 13166 (August 11, 2000), "Improving Access to Services for Persons With Limited English Proficiency," requires federal agencies to examine the services provided, identify any need for services to those with limited English proficiency (LEP), and develop and implement a system to provide those services so LEP persons can have meaningful access to them.

4. Title VII Exemption for Religious Organizations

Generally, Title VII of the Civil Rights Act of 1964, 42 U.S.C. §§ 2000e et seq., provides that it shall be an unlawful employment practice for an employer to discharge any individual or otherwise to discriminate against an individual with respect to compensation, terms, conditions, or privileges of employment because of such individual's race, color, religion, sex, or national origin. However, Title VII, 42 U.S.C. § 2000e-l(a), expressly exempts from the prohibition against discrimination on the basis of religion, a religious corporation, association, educational institution, or society with respect to the employment of individuals of a particular religion to perform work connected with the carrying on by such corporation, association, educational institution, or society of its activities.

5. Protections for Whistleblowers

In accordance with 41 U.S.C. § 4712, neither the recipient nor any of its subrecipients, contractors (vendors), or subcontractors may discharge, demote, or otherwise discriminate against an employee as a reprisal for disclosing information to a person or entity listed below that the employee reasonably believes is evidence of gross mismanagement of a federal contract or grant, a gross waste of federal funds, an abuse of authority relating to a federal contract or grant, a substantial and specific danger to public health or safety, or a

violation of law, rule, or regulation related to a federal contract {including the competition for or negotiation of a contract) or grant:

a. A Member of Congress or a representative of a committee of Congress;

b. An Inspector General;

c. The Government Accountability Office;

d. A Treasury employee responsible for contract or grant oversight or management;

e. An authorized official of the Department of Justice or other law enforcement agency;

f. A court or grand jury; and/or

g. A management official or other employee of the recipient, subrecipient, vendor, contractor (vendor), or subcontractor who has the responsibility to investigate, discover, or address misconduct.

GOVERNING LAW AND VENUE:

(31) 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:

(32) 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.

RECORDS RETENTION REQUIREMENTS:

(33) The contractor must retain all records pertinent to this Award for a period of three years, beginning on a date as described in 2 C.F.R. § 200.334. While electronic storage of records (backed up as appropriate) is preferable, the contractor has the option to store records in hardcopy (paper) format. For the purposes of this section, the term "records" includes but is not limited to:

a. Copies of all contracts and all documents related to a contract, including the Request for Proposal (RFP), all proposals/bids received, all meeting minutes or other documentation of the evaluation and selection of contractors and subcontractors, any disclosed conflicts of interest regarding a contract, all signed conflict of interest forms, all conflict of interest and other procurement rules governing a particular contract, and any bid protests;

b. Copies of all subawards and all documents related to a subaward. For competitively selected subawards, documents may include those relevant to and required by the recipient's or subrecipient's selection process such as the funding opportunity announcement or equivalent, all applications received, all meeting minutes or other documentation of the evaluation and selection of subrecipients, any disclosed conflicts of interest regarding a subaward, and all signed conflict of interest forms;

c. All documentation of site visits, reports, audits, and other monitoring of contractors

(vendors) and subrecipients;

d. All financial and accounting records, including records of disbursements to contractors (vendors) and subrecipients, and documentation of the allowability of Administrative Costs charged to this Award;

e. Any reports, publications, and data sets from any research conducted under this Award.

(34) If any litigation, claim, investigation, or audit relating to this Award or an activity funded with Award funds is started before the expiration of the three year period, the records must be retained until all litigation, claims, investigations, or audit findings involving the records have been resolved and final action taken.

(35) If the contractor is authorized to enter into contracts to complete the approved scope of work, the contractor must include in its legal agreement with the contractor a requirement that the contractor retain all records in compliance with 2 C.F.R. § 200.334.

(36) If the contractor is authorized to make subawards, the contractor must include in its legal agreement with the subrecipient a requirement that the subrecipient retain all records in compliance with 2 C.F.R. § 200.334.

TERMINATION FOR "CAUSE" AND "CONVENIENCE" CLAUSE:

(37) For Cause

In the event that any of the provisions of this Contract are violated by Contractor, or by any of his Subcontractors, the Owner may serve written notice the Contractor and Surety of its intention to terminate the Contract, such notices contain the reasons for such intention to terminate the Contract, and unless within (10) days after the serving of such notice upon the Contractor, such violation shall cease and satisfactory arrangement of correction be made, the Contract shall, the expiration of said ten (10) days, cease and terminate. In the event of any termination, the Owner shall immediately serve notice thereof upon the Surety and Contractor and the Surety shall have the right to take over and perform the provided, however, that if the Surety does not commence performance thereof within ten (10) days from the date of the mailing to such Surety of notice of termination, Owner may take over the work and prosecute the same to completion by contract force account for the account and at the expense of the Contractor and the and his Surety shall be liable to the Owner for any excess cost occasioned thereby, and in such event the Owner may take possession of and utilize in the work, such materials, appliances and plant as may be on the site of the necessary therefore.

(38) For Convenience

The Owner may terminate this contract at any time by giving at least ten (10) days' notice in writing to the Contractor. If the contract is terminated by the provided herein, the Contractor will be paid for the time provided and expenses up to the termination date.

NOTICE OF AWARD AND NOTICE TO PROCEED:

(39) The award of the Contract, if it is to be awarded, will be by the Owner to the lowest responsible Bidder whose Proposal shall comply with all the requirements necessary to render it formal. The successful Bidder will be notified by letter, mailed to the address shown on his Proposal, that his bid has been accepted and that he has been awarded the Contract. Award will be

made within 90 days after bids are received unless otherwise stated in the Special Provisions. This period may be extended if mutually agreeable to Owner and Contractor.

The Owner, before awarding the Contract, may require a reviewed financial statement. If, in the opinion of the Owner, this statement does not justify the award, the Owner reserves the right to reject the low bid. The reviewed financial statement shall contain, as a minimum, a review of financial statements including performing inquiry and analytical procedures that provide the Owner with a reasonable basis for expressing limited assurance that there are not material modifications that should be made to the statements in order for them to be in conformity with generally accepted accounting principles or, if applicable, with any other comprehensive basis of accounting. The financial statement shall be submitted within 10 days of the Owner's request.

Should it be necessary to eliminate part of the Work in order to award the Contract within the funds available for construction, the Owner reserves the right to designate the portion of the Work to be omitted. The amount of deduction will be determined by multiplying the quantity of items omitted by the unit price or lump sum bid for such items, or by negotiation. The Contract shall be signed by the successful Bidder and returned to the Engineer with satisfactory Contract Bonds within 10 days after the date of Notice of Award.

CHANGE ORDERS:

(40) As Outlined

A. Extra Work as herein before defined, when authorized and accepted will be paid for in accordance with the following:

   1. The Contractor shall submit to the Owner or its authorized representative a written agreement for the Work to be done and basis of payment (lump sum, force account or unit price), and submit the same to the Owner for authorization to perform such Extra Work.

      a. When Extra Work is authorized to be paid for on a lump sum basis, the Contractor shall compute the percentage done each month and submit with the monthly estimate, a detail sheet showing this percentage and the amount due.

      b. When Extra Work is authorized to be paid for on a unit price basis, the Contractor shall include on each monthly estimate the amount of Work done that month.

      c. When Extra Work is authorized to be paid for on a Force Account basis, the Contractor shall furnish itemized statements to the Engineer of the cost of all Force Account work, which shall include a certified copy of the weekly payroll and original receipted bills for all materials used and freight charges paid on same, provided that where materials used are not specifically purchased for use on Extra Work but are taken from the Contractor's stock, the Contractor shall submit an affidavit of the quantity, price, and freight on such materials in lieu of original bills and invoices, which affidavit must be approved by Engineer.

B. With each monthly estimate on Work paid for on a Force Account basis, the Contractor shall submit in duplicate a detailed statement showing the following:

1. Name, class, date, number of hours worked each day, total hours, rate and extension for each laborer and foreman engaged.
2. Designation, number of hours worked each day, total hours, rental rate and extension for each truck, and unit of machinery engaged.
3. Quantity of materials, price and extension.
4. Freight on materials.
5. When the Extra Work is complete, the cost of Property Damages, Liability, Worker's Compensation and Unemployment Insurance.

C. All Extra Work done by Force Account will be paid for in the following manner:

1. For all labor, and foreman in direct charge of the specific work, the Contractor shall receive the current local rate of wage, to be agreed upon in writing before beginning work, for each and every hour that said labor, teams and foreman are actually engaged in such work; to which shall be added an amount equal to 10 percent thereof. No allowance shall be made for general superintendent and use of small tools and ordinary equipment.
2. For the cost of Property Damage, Liability, Worker's Compensation and Unemployment Insurance required for Force Account Work, the Contractor shall receive the actual cost to which no percentage shall be added. The Contractor shall furnish satisfactory evidence of the rate or rates paid for such insurance.
3. For materials, the Contractor shall receive the actual cost of such material delivered to the Work, including the freight charges, as shown by original receipted bills; to which shall be added an amount equal to 10 percent of the sum thereof.
4. For any machinery or special equipment other than small tools, including pertinent fuel and lubricants, which it may be deemed necessary or desirable to use, the Contractor shall be allowed a reasonable rental price to be agreed upon in writing before such work is begun, for the time that such equipment is in use on the Work and to which sum no percentage shall be added.
5. No Extra Work will be paid for unless unit prices or wages have been agreed upon in writing before such work is started. The compensation as above provided in 1, 2, 3, and 4 shall be accepted by the Contractor as payment in full for Extra Work done on a Force Account basis including superintendence, general expense, overhead, use of tools and equipment for which no rental is allowed, Contract Bonds and profit.

EQUAL EMPLOYMENT:

(41) During the performance of this contract, the CONTRACTOR agrees as follows:

1. The CONTRACTOR will not discriminate against any employee or applicant for employment because of race, creed, color, or national origin. The CONTRACTOR will take affirmative action to insure that applicants are employed, and that employees are treated during employment, without regard to their race, creed, color or national origin. Such shall include but not be limited to the following:

Employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation, and selection for training, include apprenticeship. The CONTRACTOR agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting agency of the municipality setting forth the provisions of this nondiscrimination clause.

2. The CONTRACTOR will, in all solicitations or advertisements for employees placed by or on behalf of the CONTRACTOR, state that all qualifying applicants will receive consideration for employment without regard to race, creed, color, or national origin.
3. The CONTRACTOR will send to each labor union or representative of workers with which he has a collective bargaining agreement or other Contract or understanding, a notice to be provided by the municipal contracting agency, advising the labor union or workers' representative of the CONTRACTOR's commitments under this ordinance. Copies of the notice shall be posted in conspicuous places available to employees and applicants for employment.
4. In the event of the CONTRACTOR's non-compliance with the non-discrimination clauses of this Contract, this Contract may be canceled, terminated or suspended in whole or in part and the CONTRACTOR may be declared ineligible for further municipal contracts.
5. CONTRACTOR will include the provisions of this ordinance in every subcontract or purchase order unless exempted by written orders of the governing body of the City of Mobile so that provisions will be binding upon each subcontractor or vendor.

INDEMNIFICATION

(42) 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.

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.

CONTRACTOR:

_____

WITNESSES:

AN INDIVIDUAL

_____ _____(Print)

_____(Print)

_____

CONTRACTOR: **(IF CORPORATION)**

PL Russell (Print)

BY: _____

ITS PRESIDENT

Ben Russell (Print)

Corporate Seal

ATTEST:

Gwen Logan

ITS SECRETARY

Gwen Logan (Print)

9/15/25

DATE

CITY OF MOBILE

BY: _____

ITS MAYOR

ATTEST:

BY: _____

CITY CLERK

William S. Stimpson (Print)

Lisa C. Lambert (Print)

10/21/25

DATE

STATE OF ALABAMA
CITY OF MOBILE

I, the undersigned, a Notary Public in and for said County and State, hereby certify that Ben Bussell, whose name is signed to the foregoing instrument in the capacity of President of PL Bussell 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 notarial seal on this the 15 day of Sept, 2025.

NOTARY PUBLIC

My Commission Expires: 4/28/29

ITEM X
SUPPLEMENTAL SPECIFICATIONS

Alabama Department of Transportation Standard Specifications for Highway Construction, 2022 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 Project Manager, 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.

ATTACHMENT "A"

LOCATION

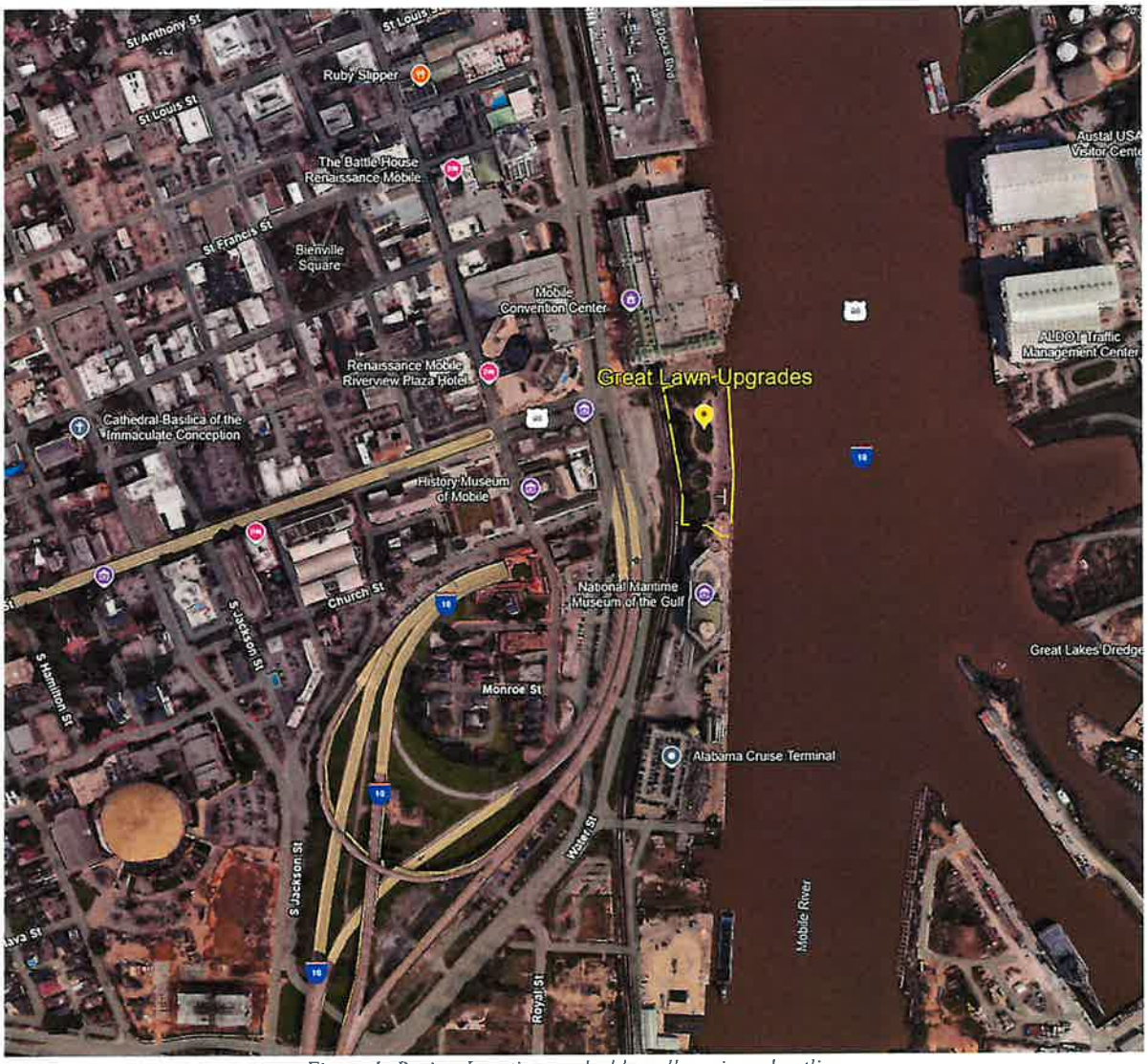

Figure 1: Project Location marked by yellow pin and outline.

ATTACHMENT "B"

CONTRACTORS INSURANCE CERTIFICTIONS

PLRUSSE-01 ABROWNLEE

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 9/9/2025

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

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER PGIS, LLC dba Turner Insurance & Bonding Co. PO Drawer 230789 Montgomery, AL 36123	CONTACT NAME: Allison G Brownlee PHONE (A/C, No, Ext): (334) 386-3602 FAX (A/C, No): E-MAIL ADDRESS: abrownlee@turnerfirst.com
	INSURER(S) AFFORDING COVERAGE — NAIC #
	INSURER A : Benchmark Insurance Co. — 41394
INSURED PL Russell LLC P.O. Box 1623 Mobile, AL 36606	INSURER B : Ala Branch of AGC of Amer Inc SIF #0100R A-VI — 055028
	INSURER C : Lloyd's of London — 32727
	INSURER D : RSUI Indemnity Company — 22314
	INSURER E :
	INSURER F :

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: X POLICY X PRO-JECT LOC OTHER:	X	X	CPP02292	7/15/2025	7/15/2026	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 $ 100,000 $ 5,000 $ 1,000,000 $ 2,000,000 $ 2,000,000
A	AUTOMOBILE LIABILITY X ANY AUTO OWNED AUTOS ONLY X SCHEDULED AUTOS X HIRED AUTOS ONLY X NON-OWNED AUTOS ONLY	X	X	BAP02293	7/15/2025	7/15/2026	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 X RETENTION $ 10,000	X	X	XLP02294	7/15/2025	7/15/2026	EACH OCCURRENCE AGGREGATE Aggregate	$ 2,000,000 $ $ 2,000,000
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N / A	X	MA690-2025-AL	1/1/2025	1/1/2026	X PER STATUTE OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ 1,000,000 $ 1,000,000 $ 1,000,000
C	Professional Liabili			ANE520221625	7/15/2025	7/15/2026	Professional/Polluti	1,000,000
D	Commercial Umbrella	X	X	NHA607946	7/15/2025	7/15/2026	Excess Umbrella	3,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Mobile Riverfront Redevelopment, Cooper Riverside Park, Great Lawn Upgrades
City of Mobile Project No. PR-029-22
City of Mobile is included as an Additional Insured as respects General Liability, Auto Liability, and Umbrella Liability on a primary and non-contributory basis where required by written contract. A Waiver of Subrogation applies in favor of City of Mobile as respects General Liability, Auto Liability, Umbrella, and Workers' Compensation/Employer's Liability. General Liability limits apply on a per project basis. Thirty (30) day notice of cancellation applies where required by written contract. Coverage includes Workers' Compensation/Employer's Liability, General Liability, Automobile Liability, and Excess/Umbrella Liability as required by contract.

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

David J Brush

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ATTACHMENT "C"

SUBCONTRACTING PLAN, E-VERIFY AFFIDAVIT, AND DBE UTILIZATION REPORT

OFFICE OF SUPPLIER DIVERSITY

CITY OF MOBILE

DBE Compliance

DBE UTILIZATION REPORT

Return to Office of Supplier Diversity
Via email: archnique.kidd@cityofmobile.org
or
P.O. Box 1948
Mobile, AL 36633

CONTRACTOR: PL Russell	Certified DBE: YES (NO)	Contract Start Date: 1/1/2026
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)

OFFICE OF SUPPLIER DIVERSITY

CITY OF MOBILE

Subcontracting and Major Supplier Plan

Contact Office of Supplier Diversity for questions on completing this form.
Valerie 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: Archnequa.kidd@cityofmobile.org
251.208.7967
205 Government Street, 5th Floor

FORM 1: Background and Plan

Section I. Information about your company

Company	PL Russell LLC
Address	251 Saint Anthony St Mobile, AL 36603
Telephone	251-385-6091
E-Mail	info@plrussell.com

RFP/RFQ Solicitation Number	PR 029-22
Project Description	Mobile Riverfront Redevelopment
Is your company a DBE company?	Yes ☐ No ☒
Work force demographics	Male 14 Female 2 Minority 8 Non-minority 8 SDVO _____ Total #of Employees 16

Subcontractor/Major Supplier Plan submitted by:

Printed Name: Ben Russell

Signature: _____ Date: 8/22/25

Title: President

The following employee will be designated as the **DBE Liaison** for all communication regarding DBE participation including documentation for DBE participation and maintenance of records of Good Faith Efforts for this contract award:

Name: Ben Russell Title: President

Email: ben@plrussell.com Phone: 251-385-6091

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 PL RUSSELL Your Bid/Proposal Amount $ 2757,500.00 Date: 8/27/25

8/27/25 Description MOBILE RIVERFRONT REDEVELOPMENT

Name of Bidder/Proposer: PL RUSSELL

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
HOG CONCRETE		CONCRETE SUPPLIER	$207530.00	8%	YES	
HUGHES COMPANIES		TRUCKING/AGGREGATES	$81,000.00	3%	YES	
WHITE CAP		MATERIAL SUPPLIER	$172,200.00	6%	YES	

OFFICE OF SUPPLIER DIVERSITY

CITY OF MOBILE

Subcontracting and Major Supplier Plan

Form 2: Good Faith Effort Documentation

Name of Bidder: PL Russell

Contact Person: Ben Russell Phone 251-599-1146 Email benerussell.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. _____

_____

_____

STATE OF ALABAMA
COUNTY OF MOBILE

AFFIDAVIT OF VENDOR / CONTRACTOR

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

President/CEO of PL RUSSELL.

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 PL RUSSELL 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 COMPANY is enrolled in the E-Verify program. The Company ID Number in the E-Verify program is as follows: 2306613.

CEO of PL RUSSELL

Sworn to and subscribed before me this the 27 day of AUGUST, 2021

I certify that the affiant is known to me to be the identical party he/she claims to be.

Signature and Seal of Notary Public

AMELIA RUSSELL NOTARY PUBLIC ALABAMA STATE AT LARGE

E-VERIFY IS A SERVICE OF DHS AND SSA

Company ID Number: 381201 **Client Company ID Number:** 2306613

THE E-VERIFY MEMORANDUM OF UNDERSTANDING FOR EMPLOYERS USING AN E-VERIFY EMPLOYER AGENT

ARTICLE I PURPOSE AND AUTHORITY

The parties to this agreement are the Department of Homeland Security (DHS), the PL Russell, LLC (Employer), and the E-Verify Employer Agent. The purpose of this agreement is to set forth terms and conditions which the Employer and the E-Verify Employer Agent will follow while participating in E-Verify.

E-Verify is a program that electronically confirms an employee's eligibility to work in the United States after completion of Form I-9, Employment Eligibility Verification (Form I-9). This Memorandum of Understanding (MOU) explains certain features of the E-Verify program and describes specific responsibilities of the Employer, the E-Verify Employer Agent, the Social Security Administration (SSA), and DHS.

Authority for the E-Verify program is found in Title IV, Subtitle A, of the Illegal Immigration Reform and Immigrant Responsibility Act of 1996 (IIRIRA), Pub. L. 104-208, 110 Stat. 3009, as amended (8 U.S.C. § 1324a note). The Federal Acquisition Regulation (FAR) Subpart 22.18, "Employment Eligibility Verification" and Executive Order 12989, as amended, provide authority for Federal contractors and subcontractors (Federal contractor) to use E-Verify to verify the employment eligibility of certain employees working on Federal contracts.

ARTICLE II RESPONSIBILITIES

A. RESPONSIBILITIES OF THE EMPLOYER

1. The Employer agrees to display the following notices supplied by DHS in a prominent place that is clearly visible to prospective employees and all employees who are to be verified through the system:

   a. Notice of E-Verify Participation

   b. Notice of Right to Work

2. The Employer agrees to provide to the SSA and DHS the names, titles, addresses, and telephone numbers of the Employer representatives to be contacted about E-Verify. The Employer also agrees to keep such information current by providing updated information to SSA and DHS whenever the representatives' contact information changes.

3. The Employer shall become familiar with and comply with the most recent version of the E-Verify User Manual. The Employer will obtain the E-Verify User Manual from the E-Verify Employer Agent.

4. The Employer agrees to comply with current Form I-9 procedures, with two exceptions:

a. If an employee presents a "List B" identity document, the Employer agrees to only accept "List B" documents that contain a photo. (List B documents identified in 8 C.F.R. 274a.2(b)(1)(B)) can be presented during the Form I-9 process to establish identity.) If an employee objects to the photo requirement for religious reasons, the Employer should contact E-Verify at 1-888-464-4218.

b. If an employee presents a DHS Form I-551 (Permanent Resident Card), Form I-766 (Employment Authorization Document), or U.S. Passport or Passport Card to complete I-Form I-9, the Employer agrees to make a photocopy of the document and to retain the photocopy with the employee's Form I-9. The Employer will use the photocopy to verify the photo and to assist DHS with its review of photo mismatches that employees contest. DHS may in the future designate other documents that activate the photo screening tool.

Note: Subject only to the exceptions noted previously in this paragraph, employees still retain the right to present any List A, or List B and List C, document(s) to complete the Form I-9.

5. The Employer agrees to record the case verification number on the employee's Form I-9 or to print the screen containing the case verification number and attach it to the employee's Form I-9.

6. The Employer agrees that, although it participates in E-Verify, the Employer has a responsibility to complete, retain, and make available for inspection Forms I-9 that relate to its employees, or from other requirements of applicable regulations or laws, including the obligation to comply with the antidiscrimination requirements of section 274B of the INA with respect to Form I-9 procedures.

a. The following modified requirements are the only exceptions to an Employer's obligation to not employ unauthorized workers and comply with the anti-discrimination provision of the INA: (1) List B identity documents must have photos, as described in paragraph 5 above; (2) When an Employer confirms the identity and employment eligibility of newly hired employee using E-Verify procedures, the Employer establishes a rebuttable presumption that it has not violated section 274A(a)(1)(A) of the Immigration and Nationality Act (INA) with respect to the hiring of that employee; (3) If the Employer receives a final nonconfirmation for an employee, but continues to employ that person, the Employer must notify DHS and the Employer is subject to a civil money penalty between $550 and $1,100 for each failure to notify DHS of continued employment following a final nonconfirmation; (4) If the Employer continues to employ an employee after receiving a final nonconfirmation, then the Employer is subject to a rebuttable presumption that it has knowingly employed an unauthorized alien in violation of section 274A(a)(1)(A); and (5) no E-Verify participant is civilly or criminally liable under any law for any action taken in good faith based on information provided through the E-Verify.

b. DHS reserves the right to conduct Form I-9 compliance inspections, as well as any other enforcement or compliance activity authorized by law, including site visits, to ensure proper use of E-Verify

7. The Employer is strictly prohibited from creating an E-Verify case before the employee has been hired, meaning that a firm offer of employment was extended and accepted and Form I-9 was completed. The Employer agrees to create an E-Verify case for new employees within three Employer business days after each employee has been hired (after both Sections 1 and 2 of Form I-9 have been completed), and to complete as many steps of the E-Verify process as are necessary according to the E-Verify User Manual. If E-Verify is temporarily unavailable, the three-day time period will be extended until it is again operational in order to accommodate the Employer's attempting, in good faith, to make inquiries during the period of unavailability.

8. The Employer agrees not to use E-Verify for pre-employment screening of job applicants, in support of any unlawful employment practice, or for any other use that this MOU or the E-Verify User Manual does not authorize.

9. The Employer must use E-Verify (through its E-Verify Employer Agent) for all new employees. The Employer will not verify selectively and will not verify employees hired before the effective date of this MOU. Employers who are Federal contractors may qualify for exceptions to this requirement as described in Article II.B of this MOU.

10. The Employer agrees to follow appropriate procedures (see Article III below) regarding tentative nonconfirmations. The Employer must promptly notify employees in private of the finding and provide them with the notice and letter containing information specific to the employee's E-Verify case. The Employer agrees to provide both the English and the translated notice and letter for employees with limited English proficiency to employees. The Employer agrees to provide written referral instructions to employees and instruct affected employees to bring the English copy of the letter to the SSA. The Employer must allow employees to contest the finding, and not take adverse action against employees if they choose to contest the finding, while their case is still pending. Further, when employees contest a tentative nonconfirmation based upon a photo mismatch, the Employer must take additional steps
(see Article III.B below) to contact DHS with information necessary to resolve the challenge.

11. The Employer agrees not to take any adverse action against an employee based upon the employee's perceived employment eligibility status while SSA or DHS is processing the verification request unless the Employer obtains knowledge (as defined in 8 C.F.R. § 274a.1(l)) that the employee is not work authorized. The Employer understands that an initial inability of the SSA or DHS automated verification system to verify work authorization, a tentative nonconfirmation, a case in continuance
(indicating the need for additional time for the government to resolve a case), or the finding of a photo mismatch, does not establish, and should not be interpreted as, evidence that the employee is not work authorized. In any of such cases, the employee must be provided a full and fair opportunity to contest the finding, and if he or she does so, the employee may not be terminated or suffer any adverse employment consequences based upon the employee's perceived employment eligibility status
(including denying, reducing, or extending work hours, delaying or preventing training, requiring an employee to work in poorer conditions, withholding pay, refusing to assign the employee to a Federal contract or other assignment, or otherwise assuming that he or she is unauthorized to work) until and unless secondary verification by SSA or DHS has been completed and a final nonconfirmation has been issued. If the employee does not choose to contest a tentative nonconfirmation or a photo mismatch or if a secondary verification is completed and a final nonconfirmation is issued, then the Employer can find the employee is not work authorized and terminate the employee's employment.
Employers or employees with questions about a final nonconfirmation may call E-Verify at 1-888-464-4218 (customer service) or 1-888-897-7781 (worker hotline).

12. The Employer agrees to comply with Title VII of the Civil Rights Act of 1964 and section 274B of the INA as applicable by not discriminating unlawfully against any individual in hiring, firing, employment eligibility verification, or recruitment or referral practices because of his or her national origin or citizenship status, or by committing discriminatory documentary practices. The Employer understands that such illegal practices can include selective verification or use of E-Verify except as provided in part D below, or discharging or refusing to hire employees because they appear or sound "foreign" or have received tentative nonconfirmations. The Employer further understands that any violation of the immigration-related unfair employment practices provisions in section 274B of the INA could subject the Employer to civil penalties, back pay awards, and other sanctions, and violations of Title VII could subject the Employer to back pay awards, compensatory and punitive damages. Violations of either section 274B of the INA or Title VII may also lead to the termination of its participation in E-Verify. If the Employer has any questions relating to the anti-discrimination provision, it should contact OSC at 1-800-255-8155 or 1-800-237-2515 (TDD).

13. The Employer agrees that it will use the information it receives from E-Verify (through its E-Verify Employer Agent) only to confirm the employment eligibility of employees as authorized by this MOU. The Employer agrees that it will safeguard this information, and means of access to it (such as PINS and passwords), to ensure that it is not used for any other purpose and as necessary to protect its confidentiality, including ensuring that it is not disseminated to any person other than employees of the Employer who are authorized to perform the Employer's responsibilities under this MOU, except for such dissemination as may be authorized in advance by SSA or DHS for legitimate purposes.

14. The Employer agrees to notify DHS immediately in the event of a breach of personal information. Breaches are defined as loss of control or unauthorized access to E-Verify personal data. All suspected or confirmed breaches should be reported by calling 1-888-464-4218 or via email a E-Verify@uscis.dhs.gov. Please use "Privacy Incident – Password" in the subject line of your email when sending a breach report to E-Verify.

15. The Employer acknowledges that the information it receives through the E-Verify Employer Agent from SSA is governed by the Privacy Act (5 U.S.C. § 552a(i)(1) and (3)) and the Social Security Act (42 U.S.C. 1306(a)). Any person who obtains this information under false pretenses or uses it for any purpose other than as provided for in this MOU may be subject to criminal penalties.

16. The Employer agrees to cooperate with DHS and SSA in their compliance monitoring and evaluation of E-Verify (whether directly or through their E-Verify Employer Agent), which includes permitting DHS, SSA, their contractors and other agents, upon reasonable notice, to review Forms I-9 and other employment records and to interview it and its employees regarding the Employer's use of E-Verify, and to respond in a prompt and accurate manner to DHS requests for information relating to their participation in E-Verify.

17. The Employer shall not make any false or unauthorized claims or references about its participation in E-Verify on its website, in advertising materials, or other media. The Employer shall not describe its services as federally-approved, federally-certified, or federally-recognized, or use language with a similar intent on its website or other materials provided to the public. Entering into this MOU does not mean that E-Verify endorses or authorizes your E-Verify services and any claim to that effect is false.

18. The Employer shall not state in its website or other public documents that any language used therein has been provided or approved by DHS, USCIS or the Verification Division, without first obtaining the prior written consent of DHS.

19. The Employer agrees that E-Verify trademarks and logos may be used only under license by DHS/USCIS (see M-795 (Web)) and, other than pursuant to the specific terms of such license, may not be used in any manner that might imply that the Employer's services, products, websites, or publications are sponsored by, endorsed by, licensed by, or affiliated with DHS, USCIS, or E-Verify.

20. The Employer understands that if it uses E-Verify procedures for any purpose other than as authorized by this MOU, the Employer may be subject to appropriate legal action and termination of its participation in E-Verify according to this MOU.

21. The Employer agrees that it will notify its E-Verify Employer Agent immediately if it is awarded a federal contract with the FAR clause. Your E-Verify Employer Agent needs this information so that it can update your company's E-Verify profile within 30 days of the contract award date.

B. RESPONSIBILITIES OF E-VERIFY EMPLOYER AGENT

1. The E-Verify Employer Agent agrees to provide to the SSA and DHS the names, titles, addresses, and telephone numbers of the E-Verify Employer Agent representatives who will be accessing information under E-Verify and shall update them as needed to keep them current.

2. The E-Verify Employer Agent agrees to become familiar with and comply with the E-Verify User Manual and provide a copy of the most current version of the E-Verify User Manual to the Employer so that the Employer can become familiar with and comply with E-Verify policy and procedures. The E-Verify Employer Agent agrees to obtain a revised E-Verify User Manual as it becomes available and to provide a copy of the revised version to the Employer no later than 30 days after the manual becomes available.

3. The E-Verify Employer Agent agrees that any person accessing E-Verify on its behalf is trained on the most recent E-Verify policy and procedures.

4. The E-Verify Employer Agent agrees that any E-Verify Employer Agent Representative who will perform employment verification cases will complete the E-Verify Tutorial before that individual initiates any cases.

   a. The E-Verify Employer Agent agrees that all E-Verify Employer Agent representatives will take the refresher tutorials initiated by the E-Verify program as a condition of continued use of E-Verify, including any tutorials for Federal contractors, if any of the Employers represented by the E-Verify Employer Agent is a Federal contractor.

   b. Failure to complete a refresher tutorial will prevent the E-Verify Employer Agent and Employer from continued use of E-Verify.

5. The E-Verify Employer Agent agrees to grant E-Verify access only to current employees who need E-Verify access. The E-Verify Employer Agent must promptly terminate an employee's E-Verify access if the employee is separated from the company or no longer needs access to E-Verify.

6. The E-Verify Employer Agent agrees to obtain the necessary equipment to use E- Verify as required by the E-Verify rules and regulations as modified from time to time.

7. The E-Verify Employer Agent agrees to, consistent with applicable laws, regulations, and policies, commit sufficient personnel and resources to meet the requirements of this MOU.

8. The E-Verify Employer Agent agrees to provide its clients with training on E-Verify processes, policies, and procedures. The E-Verify Employer Agent also agrees to provide its clients with ongoing E-Verify training as needed. E-Verify is not responsible for providing training to clients of E-Verify Employer Agents.

9. The E-Verify Employer Agent agrees to provide the Employer with the notices described in Article II.B.1 below.

10. The E-Verify Employer Agent agrees to create E-Verify cases for the Employer it represents in accordance with the E-Verify Manual, the E-Verify Web-Based Tutorial and all other published E-Verify rules and procedures. The E-Verify Employer Agent will create E-Verify cases using information provided by the Employer and will immediately communicate the response back to the Employer. If E-Verify is temporarily unavailable, the three-day time period will be extended until it is again operational in order to accommodate the E-Verify Employer Agent's attempting, in good faith, to make inquiries on behalf of the Employer during the period of unavailability

11. When the E-Verify Employer Agent receives notice from a client company that it has received a contract with the FAR clause, then the E-Verify Employer Agent must update the company's E-Verify profile within 30 days of the contract award date.

12. If data is transmitted between the E-Verify Employer Agent and its client, then the E-Verify Employer Agent agrees to protect personally identifiable information during transmission to and from the E-Verify Employer Agent.

13. The E-Verify Employer Agent agrees to notify DHS immediately in the event of a breach of personal information. Breaches are defined as loss of control or unauthorized access to E-Verify personal data. All suspected or confirmed breaches should be reported by calling 1-888-464-4218 or via email at E-Verify@uscis.dhs.gov. Please use "Privacy Incident – Password" in the subject line of your email when sending a breach report to E-Verify.

14. The E-Verify Employer Agent agrees to fully cooperate with DHS and SSA in their compliance monitoring and evaluation of E-Verify, including permitting DHS, SSA, their contractors and other agents, upon reasonable notice, to review Forms I-9, employment records, and all records pertaining to the E-Verify Employer Agent's use of E-Verify, and to interview it and its employees regarding the use of E-Verify, and to respond in a timely and accurate manner to DHS requests for information relating to their participation in E-Verify.

15. The E-Verify Employer Agent shall not make any false or unauthorized claims or references about its participation in E-Verify on its website, in advertising materials, or other media. The E-Verify Employer Agent shall not describe its services as federally-approved, federally-certified, or federally-recognized, or use language with a similar intent on its website or other materials provided to the public. Entering into this MOU does not mean that E-Verify endorses or authorizes your E-Verify Employer Agent services and any claim to that effect is false.

16. The E-Verify Employer Agent shall not state in its website or other public documents that any language used therein has been provided or approved by DHS, USCIS or the Verification Division, without first obtaining the prior written consent of DHS.

17. The E-Verify Employer Agent agrees that E-Verify trademarks and logos may be used only under license by DHS/USCIS (see M-795 (Web)) and, other than pursuant to the specific terms of such license, may not be used in any manner that might imply that the E-Verify Employer Agent's services, products, websites, or publications are sponsored by, endorsed by, licensed by, or affiliated with DHS, USCIS, or E-Verify.

18. The E-Verify Employer Agent understands that if it uses E-Verify procedures for any purpose other than as authorized by this MOU, the E-Verify Employer Agent may be subject to appropriate legal action and termination of its participation in E-Verify according to this MOU.

C. RESPONSIBILITIES OF FEDERAL CONTRACTORS

The E-Verify Employer Agent shall ensure that the E-Verify Employer Agent and the Employers represented by the E-Verify Employer Agent carry out the following responsibilities if the Employer is a Federal contractor or becomes a federal contractor. The E-Verify Employer Agent should instruct the client to keep the E-Verify Employer Agent informed about any changes or updates related to federal contracts. It is the E-Verify Employer Agent's responsibility to ensure that its clients are in compliance with all E-Verify policies and procedures.

1. If the Employer is a Federal contractor with the FAR E-Verify clause subject to the employment verification terms in Subpart 22.18 of the FAR, it will become familiar with and comply with the most current version of the E-Verify User Manual for Federal Contractors as well as the E-Verify Supplemental Guide for Federal Contractors.

2. In addition to the responsibilities of every employer outlined in this MOU, the Employer understands that if it is a Federal contractor subject to the employment verification terms in Subpart 22.18 of the FAR it must verify the employment eligibility of any "employee assigned to the contract" (as defined in FAR 22.1801). Once an employee has been verified through E-Verify by the Employer, the Employer may not reverify the employee through E-Verify.

    a. An Employer that is not enrolled in E-Verify as a Federal contractor at the time of a contract award must enroll as a Federal contractor in the E-Verify program within 30 calendar days of contract award and, within 90 days of enrollment, begin to verify employment eligibility of new hires using E-Verify. The Employer must verify those employees who are working in the United States, whether or not they are assigned to the contract. Once the Employer begins verifying new hires, such verification of new hires must be initiated within three business days after the hire date. Once enrolled in E-Verify as a Federal contractor, the Employer must begin verification of employees assigned to the contract within 90 calendar days after the date of enrollment or within 30 days of an employee's assignment to the contract, whichever date is later.

b. Employers enrolled in E-Verify as a Federal contractor for 90 days or more at the time of a contract award must use E-Verify to begin verification of employment eligibility for new hires of the Employer who are working in the United States, whether or not assigned to the contract, within three business days after the date of hire. If the Employer is enrolled in E-Verify as a Federal contractor for 90 calendar days or less at the time of contract award, the Employer must, within 90 days of enrollment, begin to use E-Verify to initiate verification of new hires of the contractor who are working in the United States, whether or not assigned to the contract. Such verification of new hires must be initiated within three business days after the date of hire. An Employer enrolled as a Federal contractor in E-Verify must begin verification of each employee assigned to the contract within 90 calendar days after date of contract award or within 30 days after assignment to the contract, whichever is later.

c. Federal contractors that are institutions of higher education (as defined at 20 U.S.C. 1001(a)), state or local governments, governments of Federally recognized Indian tribes, or sureties performing under a takeover agreement entered into with a Federal agency under a performance bond may choose to only verify new and existing employees assigned to the Federal contract. Such Federal contractors may, however, elect to verify all new hires, and/or all existing employees hired after November 6, 1986. Employers in this category must begin verification of employees assigned to the contract within 90 calendar days after the date of enrollment or within 30 days of an employee's assignment to the contract, whichever date is later.

d. Upon enrollment, Employers who are Federal contractors may elect to verify employment eligibility of all existing employees working in the United States who were hired after November 6, 1986, instead of verifying only those employees assigned to a covered Federal contract. After enrollment, Employers must elect to verify existing staff following DHS procedures and begin E-Verify verification of all existing employees within 180 days after the election.

e. The Employer may use a previously completed Form I-9 as the basis for creating an E-Verify case for an employee assigned to a contract as long as:

i. That Form I-9 is complete (including the SSN) and complies with Article II.A.6,

ii. The employee's work authorization has not expired, and

iii. The Employer has reviewed the information reflected in the Form I-9 either in person or in communications with the employee to ensure that the employee's Section 1, Form I-9 attestation has not changed (including, but not limited to, a lawful permanent resident alien having become a naturalized U.S. citizen).

f. The Employer shall complete a new Form I-9 consistent with Article II.A.6 or update the previous Form I-9 to provide the necessary information if:

i. The Employer cannot determine that Form I-9 complies with Article II.A.6,

ii. The employee's basis for work authorization as attested in Section 1 has expired or changed, or

iii. The Form I-9 contains no SSN or is otherwise incomplete.

Note: If Section 1 of Form I-9 is otherwise valid and up-to-date and the form otherwise complies with Article II.C.5, but reflects documentation (such as a U.S. passport or Form I-551) that expired after completing Form I-9, the Employer shall not require the production of additional documentation, or use the photo screening tool described in Article II.A.5, subject to any additional or superseding instructions that may be provided on this subject in the E-Verify User Manual.

g. The Employer agrees not to require a second verification using E-Verify of any assigned employee who has previously been verified as a newly hired employee under this MOU or to authorize verification of any existing employee by any Employer that is not a Federal contractor based on this Article.

3. The Employer understands that if it is a Federal contractor, its compliance with this MOU is a performance requirement under the terms of the Federal contract or subcontract, and the Employer consents to the release of information relating to compliance with its verification responsibilities under this MOU to contracting officers or other officials authorized to review the Employer's compliance with Federal contracting requirements.

D. RESPONSIBILITIES OF SSA

1. SSA agrees to allow DHS to compare data provided by the Employer (through the E-Verify Employer Agent) against SSA's database. SSA sends DHS confirmation that the data sent either matches or does not match the information in SSA's database.

2. SSA agrees to safeguard the information the Employer provides (through the E-Verify Employer Agent) through E-Verify procedures. SSA also agrees to limit access to such information, as is appropriate by law, to individuals responsible for the verification of Social Security numbers or responsible for evaluation of E-Verify or such other persons or entities who may be authorized by SSA as governed by the Privacy Act (5 U.S.C. § 552a), the Social Security Act (42 U.S.C. 1306(a)), and SSA regulations (20 CFR Part 401).

3. SSA agrees to provide case results from its database within three Federal Government work days of the initial inquiry. E-Verify provides the information to the E-Verify Employer Agent.

4. SSA agrees to update SSA records as necessary if the employee who contests the SSA tentative nonconfirmation visits an SSA field office and provides the required evidence. If the employee visits an SSA field office within the eight Federal Government work days from the date of referral to SSA, SSA agrees to update SSA records, if appropriate, within the eight-day period unless SSA determines that more than eight days may be necessary. In such cases, SSA will provide additional instructions to the employee. If the employee does not visit SSA in the time allowed, E-Verify may provide a final nonconfirmation to the E-Verify Employer Agent.

Note: If an Employer experiences technical problems, or has a policy question, the employer should contact E-Verify at 1-888-464-4218.

E. RESPONSIBILITIES OF DHS

1. DHS agrees to provide the Employer with selected data from DHS databases to enable the Employer (through the E-Verify Employer Agent) to conduct, to the extent authorized by this MOU:

   a. Automated verification checks on alien employees by electronic means, and

   b. Photo verification checks (when available) on employees.

2. DHS agrees to assist the E-Verify Employer Agent with operational problems associated with its participation in E-Verify. DHS agrees to provide the E-Verify Employer Agent names, titles, addresses, and telephone numbers of DHS representatives to be contacted during the E-Verify process.

3. DHS agrees to provide to the E-Verify Employer Agent with access to E-Verify training materials as well as an E-Verify User Manual that contain instructions on E-Verify policies, procedures, and requirements for both SSA and DHS, including restrictions on the use of E-Verify.

4. DHS agrees to train E-Verify Employer Agents on all important changes made to E-Verify through the use of mandatory refresher tutorials and updates to the E-Verify User Manual. Even without changes to E-Verify, DHS reserves the right to require E-Verify Employer Agents to take mandatory refresher tutorials.

5. DHS agrees to provide to the Employer (through the E-Verify Employer Agent) a notice, which indicates the Employer's participation in E-Verify. DHS also agrees to provide to the Employer anti-discrimination notices issued by the Office of Special Counsel for Immigration-Related Unfair Employment Practices (OSC), Civil Rights Division, U.S. Department of Justice.

6. DHS agrees to issue each of the E-Verify Employer Agent's E-Verify users a unique user identification number and password that permits them to log in to E-Verify.

7. HS agrees to safeguard the information the Employer provides (through the E-Verify Employer Agent), and to limit access to such information to individuals responsible for the verification process, for evaluation of E-Verify, or to such other persons or entities as may be authorized by applicable law. Information will be used only to verify the accuracy of Social Security numbers and employment eligibility, to enforce the INA and Federal criminal laws, and to administer Federal contracting requirements.

8. DHS agrees to provide a means of automated verification that provides (in conjunction with SSA verification procedures) confirmation or tentative nonconfirmation of employees' employment eligibility within three Federal Government work days of the initial inquiry.

9. DHS agrees to provide a means of secondary verification (including updating DHS records) for employees who contest DHS tentative nonconfirmations and photo mismatch tentative nonconfirmations. This provides final confirmation or nonconfirmation of the employees' employment eligibility within 10 Federal Government work days of the date of referral to DHS, unless DHS determines that more than 10 days may be necessary. In such cases, DHS will provide additional verification instructions.

ARTICLE III
REFERRAL OF INDIVIDUALS TO SSA AND DHS

A. REFERRAL TO SSA

1. If the Employer receives a tentative nonconfirmation issued by SSA, the Employer must print the notice as directed by E-Verify. The Employer must promptly notify employees in private of the finding and provide them with the notice and letter containing information specific to the employee's E-Verify case. The Employer also agrees to provide both the English and the translated notice and letter for employees with limited English proficiency to employees. The Employer agrees to provide written referral instructions to employees and instruct affected employees to bring the English copy of the letter to the SSA. The Employer must allow employees to contest the finding, and not take adverse action against employees if they choose to contest the finding, while their case is still pending.

2. The Employer agrees to obtain the employee's response about whether he or she will contest the tentative nonconfirmation as soon as possible after the Employer receives the tentative nonconfirmation. Only the employee may determine whether he or she will contest the tentative nonconfirmation.

3. After a tentative nonconfirmation, the Employer will refer employees to SSA field offices only as directed by E-Verify. The Employer must record the case verification number, review the employee information submitted to E-Verify to identify any errors, and find out whether the employee contests the tentative nonconfirmation. The Employer will transmit the Social Security number, or any other corrected employee information that SSA requests, to SSA for verification again if this review indicates a need to do so.

4. The Employer will instruct the employee to visit an SSA office within eight Federal Government work days. SSA will electronically transmit the result of the referral to the Employer within 10 Federal Government work days of the referral unless it determines that more than 10 days is necessary.

5. While waiting for case results, the Employer agrees to check the E-Verify system regularly for case updates.

6. The Employer agrees not to ask the employee to obtain a printout from the Social Security Administration number database (the Numident) or other written verification of the SSN from the SSA.

B. REFERRAL TO DHS

1. If the Employer receives a tentative nonconfirmation issued by DHS, the Employer must promptly notify employees in private of the finding and provide them with the notice and letter containing information specific to the employee's E-Verify case. The Employer also agrees to provide both the English and the translated notice and letter for employees with limited English proficiency to employees. The Employer must allow employees to contest the finding, and not take adverse action against employees if they choose to contest the finding, while their case is still pending.

2. The Employer agrees to obtain the employee's response about whether he or she will contest the tentative nonconfirmation as soon as possible after the Employer receives the tentative nonconfirmation. Only the employee may determine whether he or she will contest the tentative nonconfirmation.

3. The Employer agrees to refer individuals to DHS only when the employee chooses to contest a tentative nonconfirmation.

4. If the employee contests a tentative nonconfirmation issued by DHS, the Employer will instruct the employee to contact DHS through its toll-free hotline (as found on the referral letter) within eight Federal Government work days.

5. If the Employer finds a photo mismatch, the Employer must provide the photo mismatch tentative nonconfirmation notice and follow the instructions outlined in paragraph 1 of this section for tentative nonconfirmations, generally.

6. The Employer agrees that if an employee contests a tentative nonconfirmation based upon a photo mismatch, the Employer will send a copy of the employee's Form I-551, Form I-766, U.S. Passport, or passport card to DHS for review by:

   a. Scanning and uploading the document, or

   b. Sending a photocopy of the document by express mail (furnished and paid for by the employer).

7. The Employer understands that if it cannot determine whether there is a photo match/mismatch, the Employer must forward the employee's documentation to DHS as described in the preceding paragraph. The Employer agrees to resolve the case as specified by the DHS representative who will determine the photo match or mismatch.

8. DHS will electronically transmit the result of the referral to the Employer within 10 Federal Government work days of the referral unless it determines that more than 10 days is necessary.

9. While waiting for case results, the Employer agrees to check the E-Verify system regularly for case updates.

ARTICLE IV
SERVICE PROVISIONS

A. NO SERVICE FEES

1. SSA and DHS will not charge the Employer for verification services performed under this MOU. The Employer is responsible for providing equipment needed to make inquiries. To access E-Verify, an Employer will need a personal computer with Internet access.

ARTICLE V
MODIFICATION AND TERMINATION

A. MODIFICATION

1. This MOU is effective upon the signature of all parties and shall continue in effect for as long as the SSA and DHS operates the E-Verify program unless modified in writing by the mutual consent of all parties.

2. Any and all E-Verify system enhancements by DHS or SSA, including but not limited to E-Verify checking against additional data sources and instituting new verification policies or procedures, will be covered under this MOU and will not cause the need for a supplemental MOU that outlines these changes.

B. TERMINATION

1. The Employer may terminate this MOU and its participation in E-Verify at any time upon 30 days prior written notice to the other parties. In addition, any Employer represented by the E-Verify Employer Agent may voluntarily terminate this MOU upon giving DHS 30 days' written notice.

2. Notwithstanding Article V, part A of this MOU, DHS may terminate this MOU, and thereby the Employer's participation in E-Verify, with or without notice at any time if deemed necessary because of the requirements of law or policy, or upon a determination by SSA or DHS that there has been a breach of system integrity or security by the Employer, or a failure on the part of the Employer to comply with established E-Verify procedures and/or legal requirements. The Employer understands that if it is a Federal contractor, termination of this MOU by any party for any reason may negatively affect the performance of its contractual responsibilities. Similarly, the Employer understands that if it is in a state where E-Verify is mandatory, termination of this by any party MOU may negatively affect the Employer's business.

3. An Employer that is a Federal contractor may terminate this MOU when the Federal contract that requires its participation in E-Verify is terminated or completed. In such cases, the Federal contractor must provide written notice to DHS. If an Employer that is a Federal contractor fails to provide such notice, then that Employer will remain an E-Verify participant, will remain bound by the terms of this MOU that apply to non-Federal contractor participants, and will be required to use the E-Verify procedures to verify the employment eligibility of all newly hired employees.

4. The Employer agrees that E-Verify is not liable for any losses, financial or otherwise, if the Employer is terminated from E-Verify.

5. Upon termination of the relationship between an Employer and their E-Verify Employer Agent, E-Verify cannot provide the Employer with its records. The Employer agrees to seek its records from the E-Verify Employer Agent.

ARTICLE VI
PARTIES

A. Some or all SSA and DHS responsibilities under this MOU may be performed by contractor(s), and SSA and DHS may adjust verification responsibilities between each other as necessary. By separate agreement with DHS, SSA has agreed to perform its responsibilities as described in this MOU.

B. Nothing in this MOU is intended, or should be construed, to create any right or benefit, substantive or procedural, enforceable at law by any third party against the United States, its agencies, officers, or employees, or against the Employer, its agents, officers, or employees.

C. The Employer may not assign, directly or indirectly, whether by operation of law, change of control or merger, all or any part of its rights or obligations under this MOU without the prior written consent of

DHS, which consent shall not be unreasonably withheld or delayed. Any attempt to sublicense, assign, or transfer any of the rights, duties, or obligations herein is void.

D. Each party shall be solely responsible for defending any claim or action against it arising out of or related to E-Verify or this MOU, whether civil or criminal, and for any liability wherefrom, including (but not limited to) any dispute between the Employer and any other person or entity regarding the applicability of Section 403(d) of IIRIRA to any action taken or allegedly taken by the Employer.

E. The Employer understands that its participation in E-Verify is not confidential information and may be disclosed as authorized or required by law and DHS or SSA policy, including but not limited to, Congressional oversight, E-Verify publicity and media inquiries, determinations of compliance with Federal contractual requirements, and responses to inquiries under the Freedom of Information Act (FOIA).

F. The individuals whose signatures appear below represent that they are authorized to enter into this MOU on behalf of the Employer, the E-Verify Employer Agent, and DHS respectively. The Employer understands that any inaccurate statement, representation, data or other information provided to DHS may subject the Employer, its subcontractors, its employees, or its representatives to: (1) prosecution for false statements pursuant to 18 U.S.C. 1001 and/or; (2) immediate termination of its MOU and/or; (3) possible debarment or suspension.

G. The foregoing constitutes the full agreement on this subject between DHS, the Employer, and the E-Verify Employer Agent. PL Russell, LLC (Employer) hereby designates and appoints Employee Liability Management, Inc. (E- Verify Employer Agent), including its officers and employees, as the E-Verify Employer Agent for the purpose of carrying out (Employer) responsibilities under the MOU between the Employer, the E-Verify Employer Agent, and DHS. If you have any questions, contact E-Verify at 1-888-464-4218.

E-VERIFY IS A SERVICE OF DHS AND SSA

Company ID Number: 381201 **Client Company ID Number:** 2306613

Approved by:

Employer PL Russell, LLC	
Name (Please Type or Print) Benjamin Russell	**Title**
Signature Electronically Signed	**Date** 10/25/2023
E-Verify Employer Agent Employee Liability Management, Inc.	
Name (Please Type or Print) Haley Quinn	**Title**
Signature Electronically Signed	**Date** 10/25/2023
Department of Homeland Security – Verification Division	
Name (Please Type or Print) USCIS Verification Division	**Title**
Signature Electronically Signed	**Date** 10/25/2023

E-VERIFY IS A SERVICE OF DHS AND SSA

Company ID Number: 381201 **Client Company ID Number:** 2306613

Information Required for the E-Verify Program Information relating to your Company:	
Company Name	PL Russell, LLC
Company Facility Address	251 Saint Anthony St Mobile, AL 36603
Company Alternate Address	
County or Parish	MOBILE
Employer Identification Number	882868528
North American Industry Classification Systems Code	238
Parent Company	
Number of Employees	10 to 19
Number of Sites Verified for	1 site(s)

Company ID Number: 381201 **Client Company ID Number:** 2306613

Are you verifying for more than 1 site? If yes, please provide the number of sites verified for in each State:

AL	1

Company ID Number: 381201 **Client Company ID Number:** 2306613

Information relating to the Program Administrator(s) for your Company on policy questions or operational problems:

Name	Beniamin Russell
Phone Number	2514700700
Fax	
Email	hquinn@elminfo.com

Company ID Number: 381201

Client Company ID Number: 2306613

This list represents the first 20 Program Administrators listed for this company.

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. PR-029-22
CITY PROJECT NAME: Mobile Riverfront Redevelopment, Cooper Riverside Park, Great Lawn Upgrades

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. PR-029-22
CITY PROJECT NAME: Mobile Riverfront Redevelopment, Cooper Riverside Park, Great Lawn Upgrades

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.

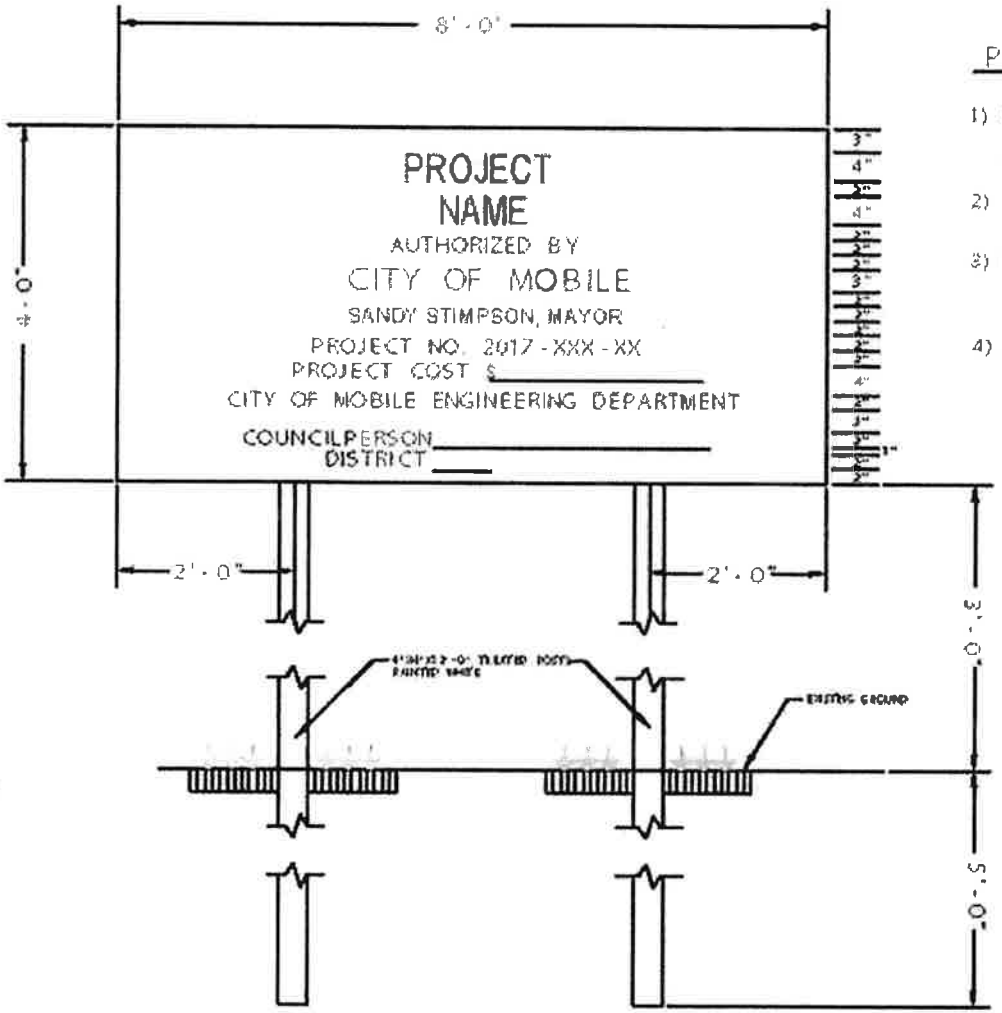
6. Contractor must provide a Maintenance Agreement for the grassing for a period of one (1) year commencing on the date that final payment is received.

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 "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:** 8/27/25

Name of Project: Mobile Riverfront Redevelopment, Cooper Riverside Park, Great Lawn Upgrades

Project Number: PR-029-22

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:	$ 44,500.00
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 PL Russell LLC

Mailing Address 251 Saint Anthony St Mobile, AL 36603

***By (Legal Signature)** [signature]

*Name (type or print) Ben Russell (Seal)

*Title President

Telephone Number 251-385-6091

PL Russell LLC Corporate Seal 2022 Alabama

ATTACHMENT "H"

GOMESA COMPONENTS, AWARD TASKS, TERMS AND CONDITIONS

The following list is not all inclusive of all the tasks, terms and conditions required. Please see the GRANT AGREEMENTS in Exhibits I and J for tasks, terms and conditions.

1. PROJECT PERFORMANCE PERIOD: The Project Performance Period for the GRANT AGREEMENTS began on May 4, 2022, and will end November 15, 2026.

2. REPORTS: The Recipient agrees to submit semi-annual financial and performance reports no later than April 30 and October 30 of each year following the execution of the GRANT AGREEMENTS. The semi-annual reports shall provide supporting documentation detailing Allowable Cost expenditures and Project activities during the reporting period. The Recipient further agrees to submit a Completion Report no later than ninety (90) days after the end of the Project Performance Period. The Completion Report must include a summary financial report detailing Project Services and that all expenditures by Recipient of funds received pursuant to the GRANT AGREEMENTS constituted Allowable Costs. The Completion Report shall include supporting documentation establishing the Allowable Costs as to all expenditures, documents necessary to evidence successful Project completion, and any other documents to be maintained by ADCNR for purposes of recordkeeping and audit compliance. Additionally, if requested by ADCNR, data and reports generated or compiled within the scope of the GRANT AGREEMENTS shall be provided in digital format as may be specified by ADCNR. The recipient agrees that failure to submit such reports in a timely manner may result in the termination of the GRANT AGREEMENTS. All reports and correspondence submitted to ADCNR in connection with the Agreement shall be identified by the Grant Number identified above and shall be sent to the following:

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

3. PRE-CONSTRUCTION REQUIREMENTS:

Federal funds for construction costs shall not be released by the Council until the following information and documentation is received and accepted in writing by the Grants Office:

a. Engineering and design plans. The Recipient must provide the Council Grants Office with all design and engineering plans and specifications for all construction activities funded under this award. All design and engineering plans and specifications must be stamped/signed by a professional engineer currently licensed in accordance with State requirements.

The Council's review is to ensure compliance with the terms and conditions of the award and does not attest to the accuracy or completeness of design, dimensions, details, proper selection of materials, or compliance with required code(s) or ordinances. As for, and between, the Council and the Recipient, these responsibilities rest solely with the Recipient. For clarity, nothing in the foregoing is intended to limit or otherwise affect any of the Recipient's rights or remedies in connection with any third party, including any of the Recipient's subrecipients or contractors.

b. Permitting requirements. The Recipient must furnish evidence, satisfactory to the

Council, that the Recipient or Subrecipient has received all Federal, state, and local permits necessary for construction, completion and operation of the Project.

c. Updated construction schedules and cost estimates. The Recipient must furnish updated construction schedules and cost estimates based upon the completed engineering and design plans and/or other information that has become available since the last update.

d. Written approval to commence construction. The Recipient must make a written request to the Council Grants Office and receive written approval from the Grants Office before authorizing the commencement of construction. If construction commences prior to the Council Grants Office approval, the Recipient and/or Subrecipient proceeds at their own risk.

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

5. CLOSEOUT PROCESS: The closeout process is the final reconciliation and reporting of program expenses and activities. This involves reviewing program expenditures and completion of deliverables, resolving any open commitments, collecting subrecipient documents, and submitting the required final reports, adhering to the schedule developed by ADCNR. The Recipient shall promptly finalize the closeout process upon the conclusion of the Project Performance Period. Any remaining payments or amounts otherwise due to the Recipient may be withheld until all closeout documents and deliverables have been received by ADCNR.

ATTACHMENT "I"

ADCNR SUB-WARD GOMESA GRANT AGREEMENT #G-CMRPE/21/CM

STATE OF ALABAMA)

MOBILE COUNTY)

Grant: G-CMRPE/21/CM
Amendment No. 1

GOMESA GRANT AGREEMENT
AMENDMENT No. 1

This GOMESA Grant Agreement Amendment No. 1 (hereinafter "Amendment") is made by and entered into between the State of Alabama Department of Conservation and Natural Resources (hereinafter "ADCNR") and the City of Mobile (hereinafter "Grantee") (ADCNR and Grantee collectively hereafter as "Parties").

WHEREAS, ADCNR and Grantee entered into an Agreement effective May 4, 2022, the "Original Agreement" (attached hereto as "Exhibit No. 1"); and

WHEREAS, by this Amendment No. 1, ADCNR and Grantee now desire to extend the project period and amend certain terms and conditions of the Original Agreement;

Pursuant to this Amendment, ADCNR and Grantee agree as follows:

1. Paragraph 3 of the Original Agreement shall be deleted and replaced with the following:

   PROJECT PERFORMANCE PERIOD: The Project Performance Period shall begin as of May 4, 2022 ("Project Commencement Date"), and end May 4, 2026.

2. Paragraph 29 of the Original Agreement shall be deleted and replaced with the following:

   BOYCOTT: In compliance with Act 2016-312, Coalition hereby certifies that it is not currently engaged in, and will not engage in, the boycott of a person or an entity based in or doing business with a jurisdiction with which the State can enjoy open trade.

   In compliance with Ala. Act No. 2023-409, by signing this Agreement, Coalition provides written verification that Coalition, without violating controlling law or regulation, does not and will not, during the term of the Agreement engage in economic boycotts as the term "economic boycott" is defined in Section 1 of the Act.

3. Exhibit A shall be deleted and replaced with the Amended and Restated Exhibit A, attached hereto as Exhibit No. 2.

4. All other terms and conditions of the Original Agreement remain in full force and effect.

[Signatures on the next page]

IN WITNESS WHEREOF, ADCNR and the Grantee have executed this Amendment No. 1 as of the date of the ADCNR Commissioner's signature below:

RECOMMENDED:

Patricia Powell McCurdy
Director
State Lands Division

STATE OF ALABAMA
Department of Conservation
and Natural Resources

Christopher M. Blankenship
Commissioner

Date: 11-6-24

City of Mobile

William S. Stimpson
2024.10.28 14:15:50
-05'00'

William S. "Sandy" Stimpson, Mayor
City of Mobile

STATE OF ALABAMA)

MOBILE COUNTY)

ADCNR GRANT#: G-CMRPE/21/CM

GOMESA GRANT AGREEMENT

THIS GOMESA GRANT AGREEMENT, ("Agreement") is made and entered by and between the State of Alabama Department of Conservation and Natural Resources hereinafter, referred to as "ADCNR", and the City of Mobile, hereinafter referred to as "Grantee" (ADCNR and Grantee collectively hereinafter "Parties").

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

1. **PROJECT PURPOSE AND IDENTITY:** The purpose of the Agreement is to provide funding under the Gulf of Mexico Energy Security Act of 2006 (GOMESA) to Grantee in accordance with the authorized uses and purposes set forth in GOMESA to provide the planning, engineering, design administration, and construction improvements at Riverfront Park in Mobile, AL as described in the Disbursement Justification attached as Exhibit A ("Project").

2. **PROJECT SERVICES:** Grantee warrants and represents that it will use the GOMESA funds provided under this Agreement in accordance with approved GOMESA and consistent with all applicable state and federal laws. Furthermore, Grantee shall provide, in accordance with all applicable laws, executive orders, codes, regulations, etc., all the necessary labor, materials, services, and facilities to successfully complete the Project and fulfill all requirements of this Agreement including, but not limited to, requirements as set forth in Paragraphs 9 and 18.

3. **PROJECT PERFORMANCE PERIOD:** The Project Performance Period shall begin as of March 15, 2022, or the date of the Commissioner's signature, whichever occurs later ("Project Commencement Date"), and end March 14, 2025.

4. **AGREEMENT TERM:** The Agreement Term for the fulfillment of all Project Services shall begin on the Project Commencement Date and end ninety (90) days after the end of the Project Performance Period, unless extended in writing by ADCNR by amendment as provided herein.

5. **NOTICE TO PROCEED:** Grantee shall proceed with performing Project Services upon receipt of a fully executed Agreement which has been approved by the appropriate State of Alabama officials.

6. **FUNDING AMOUNT/PAYMENT:** ADCNR agrees to provide advance disbursement of GOMESA funds to Grantee for payment of Allowable Costs pursuant to two (2) payments in an amount not to exceed EIGHT MILLION AND 00/100 ($8,000,000.00) to allow satisfactory completion of all Project Services following full execution of this Agreement and submission by Grantee of an invoice for payment which shall include a reference to the Grant Number identified above. In the event these funds are not fully expended before the end of the Project Performance Period, the Grantee shall return the remaining funds to the ADCNR prior to the end of the Agreement Term in such manner as specified by ADCNR.

7. **CONTINGENCY/ FUNDING AVAILABILITY:** Grantee acknowledges and agrees that the commencement and continuation of funding pursuant to this Agreement shall be specifically contingent upon the receipt and availability of GOMESA funding for this Project.

8. **ALLOWABLE COSTS:** Allowable Costs allowed under this Agreement shall be determined in accordance with Exhibit A, subject to all requirements of GOMESA; local, state, and federal laws; and other applicable requirements including the following:

    a. Grantee agrees that any expenditure related to any type of lower tier contract or subaward support prior to execution of a written agreement for such purpose shall not qualify as an Allowable Cost.

    b. Grantee shall immediately notify ADCNR in writing in the event, subsequent to execution of this Agreement, it receives other financial assistance to support or fund any activity related to Project Services. Grantee further agrees that no costs funded by such other sources constitute Allowable Costs.

    c. Grantee acknowledges that no pre-award costs or other costs incurred prior to the Effective Date of this Agreement shall constitute Allowable Costs.

    d. Grantee agrees that all disbursed funds shall be expended solely for Allowable Cost and that the amount of any expenditure determined by ADCNR not to constitute an Allowable Cost shall be immediately returned to ADCNR in such manner as specified by ADCNR.

9. **REPORTS:** Grantee agrees to submit semi-annual financial and performance reports no later than April 30 and October 30 of each year following execution of this Agreement.

The semi-annual reports shall provide supporting documentation detailing Allowable Cost expenditures and Project activities during the reporting period. The Grantee further agrees to submit a Completion Report no later than ninety (90) days after the end of the Project Performance Period. The Completion Report must include a summary financial report detailing Project expenditures and a certification confirming both that Grantee has completed all Project Services and that all expenditures by Grantee of funds received pursuant to this Agreement constituted Allowable Costs. The Completion Report shall include supporting documentation establishing the Allowable Costs as to all expenditures, documents necessary to evidence successful Project completion, and any other documents to be maintained by ADCNR for purposes of recordkeeping and audit compliance. Additionally, if requested by ADCNR, data and reports generated or compiled within the scope of this Agreement shall be provided in digital format as may be specified by ADCNR. Grantee agrees failure to submit such reports in a timely manner may result in the termination of this Agreement. All reports and correspondence submitted to ADCNR in connection with this Agreement shall be identified by the Grant Number identified above and shall be sent to the following:

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

10. **INDEMNIFICATION AND HOLD HARMLESS:**

a. Subject to the limitations stated hereinbelow, Grantee agrees to protect, defend, indemnify, save and hold harmless the State of Alabama and ADCNR, and any and all of their officers, agents, and employees, from and against any and all claims, demands, expense and liability arising out of injury or death to any person, or the damage, loss or destruction of any property, which may occur or in any way grow out of, any act or omission of ADCNR, its officers, agents, and employees, the Grantee, and the Grantee's agents, servants, employees, and subcontractors. Grantee's obligation and duty to protect, defend, indemnify, save and hold harmless ADCNR and its agents and employees shall include and extend to any and all costs, expenses, attorney fees, judgements, awards, and settlements incurred by the parties or their agents or employees as a result of any claims, demands, and/or causes of action arising out of the performance of the obligations or objectives set forth herein. Grantee agrees to investigate, handle, respond to, provide defense for and defend any such claims, demand, or suit at its sole expense and agrees to bear all other costs and expenses related thereto, even if the claims are groundless, false or fraudulent. Nothing contained in this agreement shall be deemed to constitute, either as to the State of Alabama or as to third parties, a waiver of any statutory damages caps set forth in Sections 11-47-190 and 11-93-2, Code of Alabama

(1975), as the same may be amended from time to time, and in any other statutes and case law otherwise available to the City.

b. Grantee further agrees it releases from liability and waives its right to sue the State of Alabama and ADCNR, and their officers, agents, and employees, regarding any and all claims resulting in any physical injury, economic loss, or other damage or loss as a result of or related in any way to the Agreement.

c. The provisions of this Paragraph 10 shall survive the Agreement Term and remain a continuing obligation of Grantee.

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

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

13. **CLOSEOUT PROCESS:** The closeout process is the final reconciliation and reporting of program expenses and activities. This involves reviewing program expenditures and completion of deliverables, resolving any open commitments, collecting subrecipient documents, and submitting the required final reports, adhering to the schedule developed by ADCNR. Grantee shall promptly finalize the closeout process upon the conclusion of the Project Performance Period. Any remaining payments or amounts otherwise due to Grantee may be withheld until all closeout documents and deliverables have been received by ADCNR.

14. **TITLE VI AND EQUAL EMPLOYMENT OPPORTUNITY:** The Grantee will comply with Title VI of the Civil Rights Act of 1964 (88-352) and all requirements issued pursuant to that title. In accordance with Title VI of that Act, no person in the United States shall, on the ground of race, color, or national origin be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity funded by this Agreement.

15. **SUCCESSORS AND ASSIGNS:** This Agreement shall be binding upon the successors and assigns of the respective Parties hereto.

16. **COMPLIANCE WITH LAWS:** The Grantee shall comply with all applicable laws, ordinances, regulations, and codes of the federal, state, and local governments in the performance of this Agreement. Grantee shall procure all applicable federal, state, and local permits and shall pay all said fees. Grantee further agrees and acknowledges that the ADCNR is relying upon the Grantee to maintain compliance with all provisions of GOMESA in connection with Project Services and related activities and expenditures.

17. **TAX / ASSESSMENT RESPONSIBILITY:** Grantee hereby agrees that the responsibility for payment of any taxes or assessments associated with the Project shall be the Grantee's obligation and shall be identified under the appropriate Tax Identification Number.

18. **ACCESS TO RECORDS:** The State of Alabama, through ADCNR auditors and/or Alabama Examiners of Public Accounts, and the Federal Government, through any of their duly authorized representatives, shall be entitled to audit the books, documents, papers, records of the Grantee, and any lower tier recipients which are reasonably related to this Agreement. Grantee agrees to assist with any such audit as requested by ADCNR and further agrees to the following:

    a. Grantee shall maintain all books, documents, papers, accounting records, and other evidence pertaining to costs incurred and shall make such materials available at their respective offices at all reasonable times during the Agreement period and for six (6) years after date of final payment under this Agreement or as otherwise required pursuant the Department of Conservation and Natural Resources Records Disposition Authority (requirements current as of date of this Agreement available at: https://archives.alabama.gov/officials/rdas/conservation_rda.pdf), whichever period expires later, for inspection by any of the above entities, and copies thereof shall be furnished, if requested.

    b. Pursuant to Act 94-414, Grantee must forward a copy of every audit report issued in connection with funding provided under this Agreement where public funds are received and/or disbursed to: Department of Examiners of Public Accounts, P. O. Box 302251, Montgomery, Alabama 36130-2251, ATTN: Audit Report Repository; or to Central.Records@Examiners.Alabama.gov. Grantee shall also simultaneously therewith forward a copy of same to ADCNR.

    c. The provisions of this Paragraph 18 shall survive the Agreement Term and remain a continuing obligation of Grantee.

19. **INSURANCE:** Grantee is self-insured for general liability purposes. Grantee shall, at all times during the term of this lease, maintain sufficient cash reserves dedicated to the payment of claims, and maintain the present financial ability to pay claims, in the amount

of $100,000.00 for injury to or death of one person; $300,000.00 for injury or death to more than one person growing out of one accident; and $100,000.00 for property damage loss.

20. **TERMINATION:** In addition to terms of Paragraphs 7 and 24, this Agreement may be terminated as follows:

    a. If, in the determination of ADCNR, Grantee fails to fulfill in timely and proper manner its obligations under this Agreement or violates any of the covenants, agreements or stipulations of this Agreement, ADCNR, in addition to all other available remedies, shall thereupon have the right to terminate this Agreement by giving written notice to Grantee, pursuant to Paragraph 30, of such termination and specifying the effective date thereof, at least fifteen (15) days before the effective date. In that event, at the option of ADCNR, all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs, and reports or other material prepared by Grantee under this Agreement shall become the property of ADCNR.

    b. ADCNR may terminate this Agreement at any time without cause by giving written notice to Grantee, pursuant to Paragraph 30, of such termination and specifying the effective date thereof, at least thirty (30) days before the effective date. In that event, at the option of ADCNR, all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs, and reports or other material prepared by Grantee under this Agreement shall become the property of ADCNR.

    c. If the Agreement is terminated by ADCNR, as provided herein, Grantee shall promptly submit a statement detailing the actual services performed and associated Allowable Costs to date of termination. The Grantee shall immediately return any remaining funds to ADCNR in such manner as specified by ADCNR.

21. **PRESS / EVENTS:** Grantee shall notify the ADCNR of the location, date, and time of any press conferences, press releases, etc. related to this Project at least five (5) working days prior to the scheduled event or release.

22. **CONFLICT OF INTEREST CERTIFICATION:** The Grantee by his/her/its signature, certifies to the best of his/her/its knowledge and belief, no conflicts of interest existed or now exist which have, may have or have had any effect on this Agreement or any expenditure of funds associated with this Agreement. In addition, in the event Grantee cannot maintain this certification at any point during the Agreement Term, Grantee shall immediately notify ADCNR in writing at the address set forth in Paragraph 30 and suspend performance of services under this Agreement as well as any expenditure of funds under this Agreement until the potential conflict of interest is resolved to ADCNR's satisfaction.

23. **NONDISCRIMINATION:** Grantee agrees to comply with all federal and state laws which prohibit discrimination, including on the basis of race, color, religion, age, sex, pregnancy, national origin, genetic information, veteran status or disability.

24. **PRORATION:** In the event of the proration of the fund from which payment under this Agreement is to be made, the Agreement will be subject to termination.

25. **NOT A DEBT OF THE STATE:** It is agreed that the terms and commitments contained herein shall not be constituted as a debt of the State of Alabama in violation of Article 11, Section 213 of the Constitution of Alabama, 1901, as amended by Amendment Number 26. It is further agreed that if any provision of this Agreement shall contravene any statute or constitutional provision or amendment, either now in effect or which may, during the course of this Agreement, be enacted, then that conflicting provision in the Agreement shall be deemed null and void.

26. **ALTERNATIVE DISPUTE RESOLUTION:** In the event of any dispute between the Parties, senior officials of both Parties shall meet and engage in a good faith attempt to resolve the dispute. Should that effort fail and the dispute involves the payment of money, a party's sole remedy is the filing of a claim with the Board of Adjustment of the State of Alabama. For any and all other disputes arising under the terms of this Agreement which are not resolved by negotiation, the Parties agree to utilize appropriate forms of non-binding alternative dispute resolution including, but not limited to, mediation. Such dispute resolution shall occur in Montgomery, Alabama, utilizing where appropriate, mediators selected from the roster of mediators maintained by the Center For Dispute Resolution of the Alabama State Bar.

27. **IMMIGRATION:** By signing this Agreement, the Grantee affirms, for the duration of the Agreement, that it will not violate federal immigration law or knowingly employ, hire for employment, or continue to employ an unauthorized alien within the State of Alabama. Furthermore, if found to be in violation of this provision, Grantee shall be deemed in breach of the Agreement and shall be responsible for all damages resulting therefrom.

28. **NOT ENTITLED TO MERIT SYSTEM:** Grantee understands and agrees that nothing in this Agreement entitles Grantee to any benefits of the Alabama State Merit System.

29. **BOYCOTT:** In compliance with Act 2016-312, Grantee hereby certifies that it is not currently engaged in, and will not engage in, the boycott of a person or an entity based in or doing business with a jurisdiction with which the State can enjoy open trade.

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

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

To ADCNR:

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

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

To Grantee:

Attention: William S. "Sandy" Stimpson, Mayor
City of Mobile
P.O. Box 1827
Mobile, AL 36633-1827

31. **SEVERABILITY:** In the event any terms or provisions of this Agreement are deemed to be invalid or unenforceable, such invalidity or unenforceability shall not affect the validity or enforceability of the remaining terms or provisions hereof.

32. **GOVERNING LAW / SOVEREIGN IMMUNITY:** This Agreement and related matters shall be construed in accordance with and governed by the substantive and adjective laws of the State of Alabama, including but not limited to the State's right of immunity from suit as provided by Article 1 Section 14 of the Official Recompilation of the Constitution of Alabama of 1901, as amended, without regard to its conflicts of law provisions.

33. **CHOICE OF LAW / VENUE:** Grantee agrees that the laws of the State of Alabama shall govern and be controlling and binding over the provisions of the rights herein granted, and that, notwithstanding any provision to the contrary, the venue of any legal action brought in connection herewith shall be the Circuit Court of Montgomery County, Alabama.

34. **ENFORCEMENT OF RIGHTS AND OBLIGATIONS:** Failure of ADCNR to strictly or promptly enforce the rights and obligations herein shall not operate as a waiver thereof.

35. **FORCE MAJEURE:** In the case of a Force Majeure Event as defined herein, ADCNR reserves the right to immediately terminate the Agreement without prior notice to Grantee. Should this occur, neither party shall be liable for or be considered in breach of this Agreement due to any failure to perform its obligations as a result of a cause beyond its

control, including, without limitation: (i) acts of God; (ii) flood, fire or explosion; (iii) actions, embargoes, quarantines, or blockades in effect on or after the date of this Agreement; (iv) national, state, or regional emergency whether ongoing or occurring on or after the date of this Agreement; (v) public health emergencies, outbreak, epidemic, or pandemic, whether ongoing or occurring on or after the date of this Agreement, including, without limitation, COVID-19; or (vi) any other event which is beyond the reasonable control of such party (each of the foregoing, a "Force Majeure Event").

36. **COUNTERPARTS:** This Agreement may be executed in two or more counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument.

37. **NO AGENCY:** By entering into this Agreement, Grantee understands and agrees it is not an agent of the State, its officers, employees, agents or assigns. The Grantee is an independent entity from the State and nothing in this Agreement creates an agency relationship between the Parties.

38. **SUPERSEDES:** ADCNR and grantee represent that this agreement supersedes all proposals, oral and written, all previous contracts, agreements, negotiations, and all other communications between the parties with respect to the subject matter hereof.

39. **REVIEW AND EXECUTION:** Grantee acknowledges and agrees that it has had the opportunity to seek legal counsel in connection with reviewing and executing this Agreement. Accordingly, any rule of law or legal decision potentially requiring interpretation of any claimed ambiguity in this Agreement against the drafting party shall have no application and is expressly waived by Grantee.

[Signatures on following page]

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed by their respective officers thereunto duly authorized as of the date entered below (herein referred to as "Effective Date").

ADCNR:

Christopher M. Blankenship
Commissioner

Date: 5-4-22

APPROVED LEGAL

GRANTEE:

Signature

William S. Stimpson
Printed Name

Mayor
Title

Reviewed By Accounting

DCNR Accounting Director

EXHIBIT A

State of Alabama
GOMESA Disbursement Justification

Background:

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

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

Project Description:

City of Mobile Riverfront Park Enhancements: Reconnect with the River

A vision for the Riverfront Revitalization, to showcase the Mobile River as a natural resource to the public and bring the community downtown to the Mobile Riverfront, can now be realized with the allocation of GOMESA funding for 2022. This investment can be utilized to complete the first phase of the Mobile Riverfront Revitalization to ensure riverfront infrastructure provides the foundation for obtaining this vision and compliments completed and on-going efforts such as the Water Street improvements, Cooper Park updates, Hall of Fame Statue Plaza, and strategic riverside events.

The funding will allow for the implementation of major project components identified in the conceptual plan (Figure 1). Foundational infrastructure elements, critical to meet the fundamental goals of public usability and safety of the Riverfront, will be prioritized. The GOMESA project scope focuses on the planning, engineering, design, and construction for several elements identified below within (A) Northern Riverfront Plaza, (B) Riverfront Connection, and (C) Great Lawn. The Water Street elements are funded separately and represented within this document to show the connectivity of project elements.

Foundational infrastructure elements will be developed to meet the fundamental goals and to allocate the awarded GOMESA funding):

A. Lay the foundation for public-private partnerships for riverfront development (**Northern Riverfront Plaza**).

B. Enhance safety and waterfront access around the Convention Center from the Northern Riverfront Plaza to Cooper Riverside Park (creating the loop), while connecting people to the River (**Riverfront Connection**).
C. Create a functional riverfront park space on which to grow future amenities for revitalization (**Great Lawn**).

A. Northern Riverfront Plaza

The Northern Riverfront Plaza vision is to attract developers to foster public-private partnerships for riverfront attractions such as restaurants and shops. Important infrastructure improvements are required to prepare the site for commercial development and increase attractiveness for developers.

The following are required features in the element:

- **Locate and stub out utilities (water, sewer, and electric) for commercial development (#2)**
- **Reclaim approximately 550 SF of submerged lands along the river (#3)**
- **Install new bulkhead along approximately 174 linear feet of shoreline to support land reclamation (#3)**
- **Preliminary grading**

B. Riverfront Connection

Access to the riverfront becomes easier with the proposed bulkhead addition for the Northern Riverfront Plaza area which provides riverfront access at the north end of the Convention Center. Currently, access has been limited to a narrow walkway along the south end of the Convention Center or through the ground-level parking garage in the north end of the Convention Center. There is currently no direct waterfront access to the second-floor balcony of the Convention Center. A riverfront promenade expansion and a multi-level access feature would allow pedestrians to traverse along the riverfront easily and with a better space to experience the river from multiple vantage points. These improvements would allow use of the riverfront for exercising, recreating, sitting, walking, etc. while enhancing the connection from the Northern Riverfront Plaza to the Cooper Riverside Park. These features can be scaled appropriately for the budget but at a minimum are required to create the much-needed connectivity around this riverfront area from Water Street.

The following are required features in the element:

- **Lighting and architectural improvements along the Convention Center riverfront to enhance user experience and safety (#4)**
- **Stair feature connecting the first and second floor of the Convention Center, offering multi-level riverfront access (#5)**
- **Fixed overwater platform to expand footprint of Convention Center riverfront promenade, support the stair feature, and creating a widened pedestrian path and ground level overlook (#5)**

C. Great Lawn

There is an existing bulkhead south of the Convention Center along the Cooper Riverside Park. The bulkhead was constructed in 1995 and a deck rehabilitation occurred in 2004 according to City-provided documents. The bulkhead requires inspection and potential corresponding rehabilitation based on the results of the inspection. The Great Lawn area behind the bulkhead includes a vision to accommodate larger events, ensuring lines of site for stage events and updated restroom facilities. Daily use of this area would include connectivity to a walking/exercise loop around the Convention Center as well as utilization of the lawn for enjoying the river view. It's imperative to the City that this

area is designed to host special and seasonal events, that become riverside annual traditions.

The following are required features in the element:

- **800 linear feet of bulkhead inspection and improvements (#7)**
- **Multi-purpose event lawn enhancements including the removal of sidewalks to create additional greenspace where future events can be hosted (#8)**

Project Duration:

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

Project Costs

Funding will be provided as two (2) installments. The first (1) installment will be disbursed following execution of the Grant Agreement for this project and submission of an invoice for payment of Allowable Costs. The second (2) installment will be disbursed following receipt of satisfactory verification that all previously disbursed funds were or are being used for Allowable Costs.

Anticipated Costs:

Installment	Category	Estimated Cost
1	Planning, Engineering and Design and Construction Administration	$ 1,000,000.00
2	Construction	$ 7,000,000.00
	Total GOMESA Funding Not to Exceed	**$ 8,000,000.00**

Category line items above are general descriptions of the type of activities anticipated to be necessary in order to achieve project completion. These categories may include itemized personnel time and/or contract services associated with project activities. In addition, the final costs of project activities may vary from the individual line-item estimates set forth above. However, funding shall in no event exceed the total amount of approved funding for Allowable Costs as set forth pursuant to the Grant Agreement.

Nexus to Authorized Use:

This project meets the criteria set forth in authorized use (a) Projects and activities for the purposes of coastal protection, including conservation, coastal restoration, hurricane protection, and infrastructure directly affected by coastal wetland losses; and (d) Mitigation of the impact of outer Continental Shelf activities through the funding of onshore infrastructure projects.

****

Submitted and Approved By: _____
William S. "Sandy" Sumpson, Mayor
City of Mobile

Figure 1: Mobile Riverfront Conceptual Plan

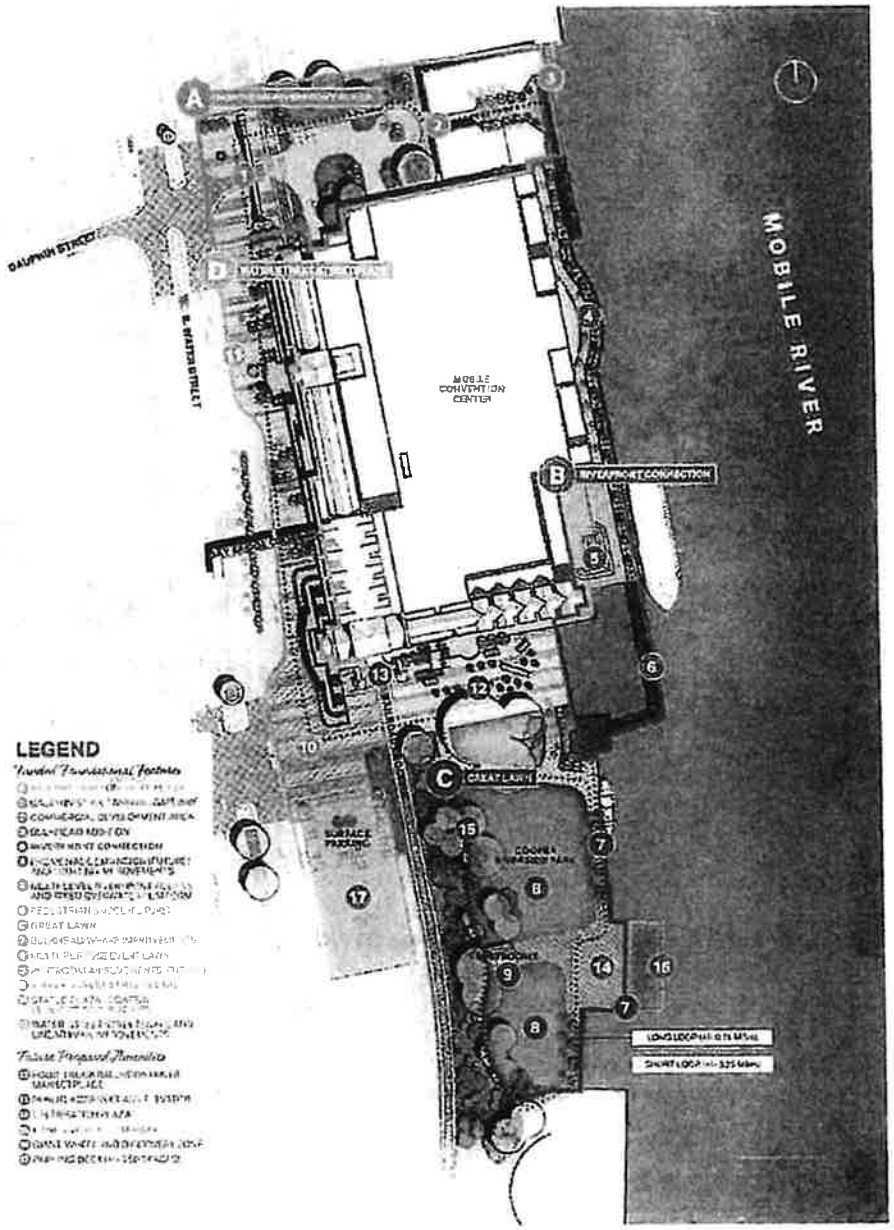


Exhibit No. 2

Amended and Restated
EXHIBIT A

State of Alabama
Gulf of Mexico Energy Security
Act of 2006
Disbursement Justification

Background:

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

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

Project Description:

Mobile Riverfront Park Enhancements Phase I – City of Mobile

The City of Mobile has been dedicating efforts to further improvements at its Mobile Riverfront Park (Cooper Riverside Park) located along the Mobile River. The City will utilize Phase I GOMESA project funding to proceed with engineering and design associated with repairing/replacing failing shoreline stabilization structures along the Great Lawn and South Coffer Cell areas of the Park's Mobile River waterfront and future upland Park amenity enhancements associated with the Great Lawn area of the Park. (See Figure 1 as to location Great Lawn and South Coffer Cell areas).

As a priority implementation action under the Phase I Agreement, the City will complete construction efforts associated with repair/replacement as to ~800 linear feet of the Great Lawn bulkhead and ~55 linear feet along the Sough Coffer Cell. The structural scope of work is to construct a tied-back bulkhead concept for the South Coffer Cell, similar to Great Lawn bulkhead. The proposed concept will also require the temporary removal of the statue above the Cell, demolition and replacement of the fountain behind the Cell, demolition and replacement of decorative masonry walls and the concrete stairs leading from the Cell down to the park to the north. Existing pavement, a light pole, and planter walls within the footprint of the work will also

require demolition and replacement. (See Figure 2 for location of shoreline stabilization activities.) The City's completion of Great Lawn bulkhead construction and ability to initiate implementation of South Coffer Cell stabilization efforts is critical, as citizens and visitors have not had access to the Park's waterfront for an extended period of time due to ongoing safety concerns related to the deteriorated bulkhead and other existing shoreline stabilization structures. Repair and replacement of the waterfront stabilizing structure is essential to prevent shoreline failure and to protect the coastline and downtown Mobile infrastructure against impacts from tropical storms and hurricanes, as well as wave action from activities including those associated with utilization of the Port of Mobile.

While, in light of current cost estimates, construction completion of the South Coffer Cell shoreline stabilization activities will not be fully achieved until after additional Phase II GOMESA project funds become available, the City seeks to leverage available Phase I funding to complete planning, engineering and design, and permitting activities and then initiate construction work associated with shoreline stabilization along the waterfront associated with the South Coffer Cell.

The City's vision as to Park enhancements for public access and recreation includes providing improvements within the upland Great Lawn area behind the shoreline stabilization construction such as expanded green space that will accommodate larger public outdoor events and establish connectivity to a walking/exercise loop around the Mobile Convention Center*]*. (See Figure 2). These types of Park amenities would also enhance the ability for all users to enjoy the river view and gain an appreciation for the importance of conserving the state's unique natural resources. Furthermore, the shoreline stabilization construction activities, while immediately necessary, will result in impacts to the upland Park areas that will require disturbance/repairs that make implementation of upland enhancements a priority action for the City. The ultimate cost and timing of implementation of these amenity improvements/repairs cannot be fully determined until completion of all planning, engineering and design. Accordingly, this planning, engineering and design, and permitting work will be ongoing throughout the Agreement term to prepare for utilization of funding under a Phase II GOMESA project for implementation of upland Park amenity improvements.

The shoreline stabilization effort is critical to halting the adverse ecological impacts currently being experienced due to ongoing erosion issues. In addition to these restoration and conservation outcomes being an important step toward mitigating damage to fish, wildlife and natural resources, a collapse of any segment of the shoreline stabilization structures would cause significant additional natural resource and infrastructure damage that would be far more costly to repair/replace. Furthermore, the shoreline stabilization construction activities will mitigate impacts of outer Continental Shelf activities through the funding of an onshore infrastructure project.

The Mobile Bay National Estuary Program's Comprehensive Conservation & Management Plan (CCMP) for Alabama's Estuaries & Coast 2019-2023 seeks to enhance public access to the water and natural landscapes under Ecosystem Restoration and Protection-5 (ERP-5). In addition, Section 309(a)(3) of the Alabama Coastal Area Management Program (ACAMP) seeks to attain increased opportunities for public access to coastal areas of recreational, historical, aesthetic, ecological, or cultural value. This project will preserve and enhance an important connection to the Mobile River in a populated area of coastal Alabama where public access to the

waterfront and natural resources is limited. This project will enhance public outdoor recreational opportunities not only within the City of Mobile but also across the State of Alabama's coastal communities.

Project Duration:

This project is expected to take approximately 48 months from the Effective Date of the Agreement.

Project Costs:

Funding will be provided to the Grantee as two installments.

The first installment will be disbursed following execution of the Agreement for this project and submission of an invoice for payment of Allowable Costs.

The second installment will be disbursed following submission of an invoice for payment of Allowable Costs that includes (1) satisfactory certification Grantee remains in compliance with insurance requirements established pursuant to Paragraph 19 of the Agreement and (2) satisfactory verification that all previously disbursed funds have been and will be used for Allowable Costs.

Anticipated Costs:

Installment	Category	Estimated Cost
1	Initial Permitting, Engineering, Construction Services & Grant Administration for City's Mobile Riverfront Park Project	**$1,000,000**
2	Any additional costs related to Permitting, Engineering, Construction Services & Grant Administration associated with elements of the City's Mobile Riverfront Park Project; and Initial Construction Costs associated with Shoreline Stabilization Repairs/Improvements along the Great Lawn and South Coffer Cell Waterfronts.	**$7,000,000**
	Total GOMESA Funding Not to Exceed	**$8,000,000**

Category line items above are general descriptions of the type of activities anticipated to be necessary in order to achieve project completion. These categories may include itemized personnel time and/or contract services associated with project activities. In addition, the final costs of project activities may vary from the individual line-item estimates set forth above. However, funding shall in no event exceed the total amount of approved funding for Allowable Costs as set forth pursuant to the Agreement.

Nexus to Authorized Use:

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

****

Submitted and Approved By:

William S. Stimpson
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William S. Stimpson, Mayor
City of Mobile

G-CMRPE/21/CM

STATE OF ALABAMA)

MOBILE COUNTY)

ADCNR GRANT#: G-CMRPE/21/CM

GOMESA GRANT AGREEMENT

THIS GOMESA GRANT AGREEMENT, ("Agreement") is made and entered by and between the State of Alabama Department of Conservation and Natural Resources hereinafter, referred to as "ADCNR", and the City of Mobile, hereinafter referred to as "Grantee" (ADCNR and Grantee collectively hereinafter "Parties").

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

1. **PROJECT PURPOSE AND IDENTITY:** The purpose of the Agreement is to provide funding under the Gulf of Mexico Energy Security Act of 2006 (GOMESA) to Grantee in accordance with the authorized uses and purposes set forth in GOMESA to provide the planning, engineering, design administration, and construction improvements at Riverfront Park in Mobile, AL as described in the Disbursement Justification attached as Exhibit A ("Project").

2. **PROJECT SERVICES:** Grantee warrants and represents that it will use the GOMESA funds provided under this Agreement in accordance with approved GOMESA and consistent with all applicable state and federal laws. Furthermore, Grantee shall provide, in accordance with all applicable laws, executive orders, codes, regulations, etc., all the necessary labor, materials, services, and facilities to successfully complete the Project and fulfill all requirements of this Agreement including, but not limited to, requirements as set forth in Paragraphs 9 and 18.

3. **PROJECT PERFORMANCE PERIOD:** The Project Performance Period shall begin as of March 15, 2022, or the date of the Commissioner's signature, whichever occurs later ("Project Commencement Date"), and end March 14, 2025.

4. **AGREEMENT TERM:** The Agreement Term for the fulfillment of all Project Services shall begin on the Project Commencement Date and end ninety (90) days after the end of the Project Performance Period, unless extended in writing by ADCNR by amendment as provided herein.

5. **NOTICE TO PROCEED:** Grantee shall proceed with performing Project Services upon receipt of a fully executed Agreement which has been approved by the appropriate State of Alabama officials.

6. **FUNDING AMOUNT/PAYMENT:** ADCNR agrees to provide advance disbursement of GOMESA funds to Grantee for payment of Allowable Costs pursuant to two (2) payments in an amount not to exceed EIGHT MILLION AND 00/100 ($8,000,000.00) to allow satisfactory completion of all Project Services following full execution of this Agreement and submission by Grantee of an invoice for payment which shall include a reference to the Grant Number identified above. In the event these funds are not fully expended before the end of the Project Performance Period, the Grantee shall return the remaining funds to the ADCNR prior to the end of the Agreement Term in such manner as specified by ADCNR.

7. **CONTINGENCY/ FUNDING AVAILABILITY:** Grantee acknowledges and agrees that the commencement and continuation of funding pursuant to this Agreement shall be specifically contingent upon the receipt and availability of GOMESA funding for this Project.

8. **ALLOWABLE COSTS:** Allowable Costs allowed under this Agreement shall be determined in accordance with Exhibit A, subject to all requirements of GOMESA; local, state, and federal laws; and other applicable requirements including the following:

    a. Grantee agrees that any expenditure related to any type of lower tier contract or subaward support prior to execution of a written agreement for such purpose shall not qualify as an Allowable Cost.

    b. Grantee shall immediately notify ADCNR in writing in the event, subsequent to execution of this Agreement, it receives other financial assistance to support or fund any activity related to Project Services. Grantee further agrees that no costs funded by such other sources constitute Allowable Costs.

    c. Grantee acknowledges that no pre-award costs or other costs incurred prior to the Effective Date of this Agreement shall constitute Allowable Costs.

    d. Grantee agrees that all disbursed funds shall be expended solely for Allowable Cost and that the amount of any expenditure determined by ADCNR not to constitute an Allowable Cost shall be immediately returned to ADCNR in such manner as specified by ADCNR.

9. **REPORTS:** Grantee agrees to submit semi-annual financial and performance reports no later than April 30 and October 30 of each year following execution of this Agreement.

The semi-annual reports shall provide supporting documentation detailing Allowable Cost expenditures and Project activities during the reporting period. The Grantee further agrees to submit a Completion Report no later than ninety (90) days after the end of the Project Performance Period. The Completion Report must include a summary financial report detailing Project expenditures and a certification confirming both that Grantee has completed all Project Services and that all expenditures by Grantee of funds received pursuant to this Agreement constituted Allowable Costs. The Completion Report shall include supporting documentation establishing the Allowable Costs as to all expenditures, documents necessary to evidence successful Project completion, and any other documents to be maintained by ADCNR for purposes of recordkeeping and audit compliance. Additionally, if requested by ADCNR, data and reports generated or compiled within the scope of this Agreement shall be provided in digital format as may be specified by ADCNR. Grantee agrees failure to submit such reports in a timely manner may result in the termination of this Agreement. All reports and correspondence submitted to ADCNR in connection with this Agreement shall be identified by the Grant Number identified above and shall be sent to the following:

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

10. INDEMNIFICATION AND HOLD HARMLESS:

a. Subject to the limitations stated hereinbelow, Grantee agrees to protect, defend, indemnify, save and hold harmless the State of Alabama and ADCNR, and any and all of their officers, agents, and employees, from and against any and all claims, demands, expense and liability arising out of injury or death to any person, or the damage, loss or destruction of any property, which may occur or in any way grow out of, any act or omission of ADCNR, its officers, agents, and employees, the Grantee, and the Grantee's agents, servants, employees, and subcontractors. Grantee's obligation and duty to protect, defend, indemnify, save and hold harmless ADCNR and its agents and employees shall include and extend to any and all costs, expenses, attorney fees, judgements, awards, and settlements incurred by the parties or their agents or employees as a result of any claims, demands, and/or causes of action arising out of the performance of the obligations or objectives set forth herein. Grantee agrees to investigate, handle, respond to, provide defense for and defend any such claims, demand, or suit at its sole expense and agrees to bear all other costs and expenses related thereto, even if the claims are groundless, false or fraudulent. Nothing contained in this agreement shall be deemed to constitute, either as to the State of Alabama or as to third parties, a waiver of any statutory damages caps set forth in Sections 11-47-190 and 11-93-2, Code of Alabama

(1975), as the same may be amended from time to time, and in any other statutes and case law otherwise available to the City.

b. Grantee further agrees it releases from liability and waives its right to sue the State of Alabama and ADCNR, and their officers, agents, and employees, regarding any and all claims resulting in any physical injury, economic loss, or other damage or loss as a result of or related in any way to the Agreement.

c. The provisions of this Paragraph 10 shall survive the Agreement Term and remain a continuing obligation of Grantee.

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

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

13. **CLOSEOUT PROCESS:** The closeout process is the final reconciliation and reporting of program expenses and activities. This involves reviewing program expenditures and completion of deliverables, resolving any open commitments, collecting subrecipient documents, and submitting the required final reports, adhering to the schedule developed by ADCNR. Grantee shall promptly finalize the closeout process upon the conclusion of the Project Performance Period. Any remaining payments or amounts otherwise due to Grantee may be withheld until all closeout documents and deliverables have been received by ADCNR.

14. **TITLE VI AND EQUAL EMPLOYMENT OPPORTUNITY:** The Grantee will comply with Title VI of the Civil Rights Act of 1964 (88-352) and all requirements issued pursuant to that title. In accordance with Title VI of that Act, no person in the United States shall, on the ground of race, color, or national origin be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity funded by this Agreement.

15. **SUCCESSORS AND ASSIGNS:** This Agreement shall be binding upon the successors and assigns of the respective Parties hereto.

16. **COMPLIANCE WITH LAWS:** The Grantee shall comply with all applicable laws, ordinances, regulations, and codes of the federal, state, and local governments in the performance of this Agreement. Grantee shall procure all applicable federal, state, and local permits and shall pay all said fees. Grantee further agrees and acknowledges that the ADCNR is relying upon the Grantee to maintain compliance with all provisions of GOMESA in connection with Project Services and related activities and expenditures.

17. **TAX / ASSESSMENT RESPONSIBILITY:** Grantee hereby agrees that the responsibility for payment of any taxes or assessments associated with the Project shall be the Grantee's obligation and shall be identified under the appropriate Tax Identification Number.

18. **ACCESS TO RECORDS:** The State of Alabama, through ADCNR auditors and/or Alabama Examiners of Public Accounts, and the Federal Government, through any of their duly authorized representatives, shall be entitled to audit the books, documents, papers, records of the Grantee, and any lower tier recipients which are reasonably related to this Agreement. Grantee agrees to assist with any such audit as requested by ADCNR and further agrees to the following:

    a. Grantee shall maintain all books, documents, papers, accounting records, and other evidence pertaining to costs incurred and shall make such materials available at their respective offices at all reasonable times during the Agreement period and for six (6) years after date of final payment under this Agreement or as otherwise required pursuant the Department of Conservation and Natural Resources Records Disposition Authority (requirements current as of date of this Agreement available at: https://archives.alabama.gov/officials/rdas/conservation_rda.pdf), whichever period expires later, for inspection by any of the above entities, and copies thereof shall be furnished, if requested.

    b. Pursuant to Act 94-414, Grantee must forward a copy of every audit report issued in connection with funding provided under this Agreement where public funds are received and/or disbursed to: Department of Examiners of Public Accounts, P. O. Box 302251, Montgomery, Alabama 36130-2251, ATTN: Audit Report Repository; or to Central.Records@Examiners.Alabama.gov. Grantee shall also simultaneously therewith forward a copy of same to ADCNR.

    c. The provisions of this Paragraph 18 shall survive the Agreement Term and remain a continuing obligation of Grantee.

19. **INSURANCE:** Grantee is self-insured for general liability purposes. Grantee shall, at all times during the term of this lease, maintain sufficient cash reserves dedicated to the payment of claims, and maintain the present financial ability to pay claims, in the amount

of $100,000.00 for injury to or death of one person; $300,000.00 for injury or death to more than one person growing out of one accident; and $100,000.00 for property damage loss.

20. **TERMINATION:** In addition to terms of Paragraphs 7 and 24, this Agreement may be terminated as follows:

    a. If, in the determination of ADCNR, Grantee fails to fulfill in timely and proper manner its obligations under this Agreement or violates any of the covenants, agreements or stipulations of this Agreement, ADCNR, in addition to all other available remedies, shall thereupon have the right to terminate this Agreement by giving written notice to Grantee, pursuant to Paragraph 30, of such termination and specifying the effective date thereof, at least fifteen (15) days before the effective date. In that event, at the option of ADCNR, all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs, and reports or other material prepared by Grantee under this Agreement shall become the property of ADCNR.

    b. ADCNR may terminate this Agreement at any time without cause by giving written notice to Grantee, pursuant to Paragraph 30, of such termination and specifying the effective date thereof, at least thirty (30) days before the effective date. In that event, at the option of ADCNR, all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs, and reports or other material prepared by Grantee under this Agreement shall become the property of ADCNR.

    c. If the Agreement is terminated by ADCNR, as provided herein, Grantee shall promptly submit a statement detailing the actual services performed and associated Allowable Costs to date of termination. The Grantee shall immediately return any remaining funds to ADCNR in such manner as specified by ADCNR.

21. **PRESS / EVENTS:** Grantee shall notify the ADCNR of the location, date, and time of any press conferences, press releases, etc. related to this Project at least five (5) working days prior to the scheduled event or release.

22. **CONFLICT OF INTEREST CERTIFICATION:** The Grantee by his/her/its signature, certifies to the best of his/her/its knowledge and belief, no conflicts of interest existed or now exist which have, may have or have had any effect on this Agreement or any expenditure of funds associated with this Agreement. In addition, in the event Grantee cannot maintain this certification at any point during the Agreement Term, Grantee shall immediately notify ADCNR in writing at the address set forth in Paragraph 30 and suspend performance of services under this Agreement as well as any expenditure of funds under this Agreement until the potential conflict of interest is resolved to ADCNR's satisfaction.

23. **NONDISCRIMINATION:** Grantee agrees to comply with all federal and state laws which prohibit discrimination, including on the basis of race, color, religion, age, sex, pregnancy, national origin, genetic information, veteran status or disability.

24. **PRORATION:** In the event of the proration of the fund from which payment under this Agreement is to be made, the Agreement will be subject to termination.

25. **NOT A DEBT OF THE STATE:** It is agreed that the terms and commitments contained herein shall not be constituted as a debt of the State of Alabama in violation of Article 11, Section 213 of the Constitution of Alabama, 1901, as amended by Amendment Number 26. It is further agreed that if any provision of this Agreement shall contravene any statute or constitutional provision or amendment, either now in effect or which may, during the course of this Agreement, be enacted, then that conflicting provision in the Agreement shall be deemed null and void.

26. **ALTERNATIVE DISPUTE RESOLUTION:** In the event of any dispute between the Parties, senior officials of both Parties shall meet and engage in a good faith attempt to resolve the dispute. Should that effort fail and the dispute involves the payment of money, a party's sole remedy is the filing of a claim with the Board of Adjustment of the State of Alabama. For any and all other disputes arising under the terms of this Agreement which are not resolved by negotiation, the Parties agree to utilize appropriate forms of non-binding alternative dispute resolution including, but not limited to, mediation. Such dispute resolution shall occur in Montgomery, Alabama, utilizing where appropriate, mediators selected from the roster of mediators maintained by the Center For Dispute Resolution of the Alabama State Bar.

27. **IMMIGRATION:** By signing this Agreement, the Grantee affirms, for the duration of the Agreement, that it will not violate federal immigration law or knowingly employ, hire for employment, or continue to employ an unauthorized alien within the State of Alabama. Furthermore, if found to be in violation of this provision, Grantee shall be deemed in breach of the Agreement and shall be responsible for all damages resulting therefrom.

28. **NOT ENTITLED TO MERIT SYSTEM:** Grantee understands and agrees that nothing in this Agreement entitles Grantee to any benefits of the Alabama State Merit System.

29. **BOYCOTT:** In compliance with Act 2016-312, Grantee hereby certifies that it is not currently engaged in, and will not engage in, the boycott of a person or an entity based in or doing business with a jurisdiction with which the State can enjoy open trade.

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

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

To ADCNR:

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

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

To Grantee:

Attention: William S. "Sandy" Stimpson, Mayor
City of Mobile
P.O. Box 1827
Mobile, AL 36633-1827

31. **SEVERABILITY:** In the event any terms or provisions of this Agreement are deemed to be invalid or unenforceable, such invalidity or unenforceability shall not affect the validity or enforceability of the remaining terms or provisions hereof.

32. **GOVERNING LAW / SOVEREIGN IMMUNITY:** This Agreement and related matters shall be construed in accordance with and governed by the substantive and adjective laws of the State of Alabama, including but not limited to the State's right of immunity from suit as provided by Article 1 Section 14 of the Official Recompilation of the Constitution of Alabama of 1901, as amended, without regard to its conflicts of law provisions.

33. **CHOICE OF LAW / VENUE:** Grantee agrees that the laws of the State of Alabama shall govern and be controlling and binding over the provisions of the rights herein granted, and that, notwithstanding any provision to the contrary, the venue of any legal action brought in connection herewith shall be the Circuit Court of Montgomery County, Alabama.

34. **ENFORCEMENT OF RIGHTS AND OBLIGATIONS:** Failure of ADCNR to strictly or promptly enforce the rights and obligations herein shall not operate as a waiver thereof.

35. **FORCE MAJEURE:** In the case of a Force Majeure Event as defined herein, ADCNR reserves the right to immediately terminate the Agreement without prior notice to Grantee. Should this occur, neither party shall be liable for or be considered in breach of this Agreement due to any failure to perform its obligations as a result of a cause beyond its

control, including, without limitation: (i) acts of God; (ii) flood, fire or explosion; (iii) actions, embargoes, quarantines, or blockades in effect on or after the date of this Agreement; (iv) national, state, or regional emergency whether ongoing or occurring on or after the date of this Agreement; (v) public health emergencies, outbreak, epidemic, or pandemic, whether ongoing or occurring on or after the date of this Agreement, including, without limitation, COVID-19; or (vi) any other event which is beyond the reasonable control of such party (each of the foregoing, a "Force Majeure Event").

36. **COUNTERPARTS:** This Agreement may be executed in two or more counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument.

37. **NO AGENCY:** By entering into this Agreement, Grantee understands and agrees it is not an agent of the State, its officers, employees, agents or assigns. The Grantee is an independent entity from the State and nothing in this Agreement creates an agency relationship between the Parties.

38. **SUPERSEDES:** ADCNR and grantee represent that this agreement supersedes all proposals, oral and written, all previous contracts, agreements, negotiations, and all other communications between the parties with respect to the subject matter hereof.

39. **REVIEW AND EXECUTION:** Grantee acknowledges and agrees that it has had the opportunity to seek legal counsel in connection with reviewing and executing this Agreement. Accordingly, any rule of law or legal decision potentially requiring interpretation of any claimed ambiguity in this Agreement against the drafting party shall have no application and is expressly waived by Grantee.

[Signatures on following page]

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed by their respective officers thereunto duly authorized as of the date entered below (herein referred to as "Effective Date").

ADCNR:

Christopher M. Blankenship
Commissioner

Date: 5-4-22

APPROVED LEGAL

GRANTEE:

Signature

William S. Stimpson
Printed Name

Mayor
Title

Reviewed By Accounting

DON Accounting Director

EXHIBIT A

State of Alabama
GOMESA Disbursement Justification

Background:

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

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

Project Description:

City of Mobile Riverfront Park Enhancements: Reconnect with the River

A vision for the Riverfront Revitalization, to showcase the Mobile River as a natural resource to the public and bring the community downtown to the **Mobile Riverfront, can now be realized with the** allocation of GOMESA **funding for 2022.** This investment can be utilized to complete the first phase of the Mobile Riverfront Revitalization to ensure riverfront infrastructure provides the foundation for obtaining this vision and compliments completed and on-going efforts such as the Water Street improvements, Cooper Park updates, Hall of Fame Statue Plaza, and strategic riverside events.

The funding will allow for the implementation of major project components identified in the conceptual plan (Figure 1). Foundational infrastructure elements, critical to meet the fundamental goals of public usability and safety of the Riverfront, will be prioritized. The GOMESA project scope focuses on the planning, engineering, design, and construction for several elements identified below within (A) Northern Riverfront Plaza, (B) Riverfront Connection, and (C) Great Lawn. The Water Street elements are funded separately and represented within this document to show the connectivity of project elements.

Foundational infrastructure elements will be developed to meet the fundamental goals and to allocate the awarded GOMESA funding):

A. Lay the foundation for public-private partnerships for riverfront development **(Northern Riverfront Plaza).**

B. Enhance safety and waterfront access around the Convention Center from the Northern Riverfront Plaza to Cooper Riverside Park (creating the loop), while connecting people to the River (**Riverfront Connection**).
C. Create a functional riverfront park space on which to grow future amenities for revitalization (**Great Lawn**).

A. Northern Riverfront Plaza

The Northern Riverfront Plaza vision is to attract developers to foster public-private partnerships for riverfront attractions such as restaurants and shops. Important infrastructure improvements are required to prepare the site for commercial development and increase attractiveness for developers.

The following are required features in the element:

- **Locate and stub out utilities (water, sewer, and electric) for commercial development (#2)**
- **Reclaim approximately 550 SF of submerged lands along the river (#3)**
- **Install new bulkhead along approximately 174 linear feet of shoreline to support land reclamation (#3)**
- **Preliminary grading**

B. Riverfront Connection

Access to the riverfront becomes easier with the proposed bulkhead addition for the Northern Riverfront Plaza area which provides riverfront access at the north end of the Convention Center. Currently, access has been limited to a narrow walkway along the south end of the Convention Center or through the ground-level parking garage in the north end of the Convention Center. There is currently no direct waterfront access to the second-floor balcony of the Convention Center. A riverfront promenade expansion and a multi-level access feature would allow pedestrians to traverse along the riverfront easily and with a better space to experience the river from multiple vantage points. These improvements would allow use of the riverfront for exercising, recreating, sitting, walking, etc. while enhancing the connection from the Northern Riverfront Plaza to the Cooper Riverside Park. These features can be scaled appropriately for the budget but at a minimum are required to create the much-needed connectivity around this riverfront area from Water Street.

The following are required features in the element:

- **Lighting and architectural improvements along the Convention Center riverfront to enhance user experience and safety (#4)**
- **Stair feature connecting the first and second floor of the Convention Center, offering multi-level riverfront access (#5)**
- **Fixed overwater platform to expand footprint of Convention Center riverfront promenade, support the stair feature, and creating a widened pedestrian path and ground level overlook (#5)**

C. Great Lawn

There is an existing bulkhead south of the Convention Center along the Cooper Riverside Park. The bulkhead was constructed in 1995 and a deck rehabilitation occurred in 2004 according to City-provided documents. The bulkhead requires inspection and potential corresponding rehabilitation based on the results of the inspection. The Great Lawn area behind the bulkhead includes a vision to accommodate larger events, ensuring lines of site for stage events and updated restroom facilities. Daily use of this area would include connectivity to a walking/exercise loop around the Convention Center as well as utilization of the lawn for enjoying the river view. It's imperative to the City that this

area is designed to host special and seasonal events, that become riverside annual traditions.

The following are required features in the element:

- **800 linear feet of bulkhead inspection and improvements (#7)**
- **Multi-purpose event lawn enhancements including the removal of sidewalks to create additional greenspace where future events can be hosted (#8)**

Project Duration:

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

Project Costs

Funding will be provided as two (2) installments. The first (1) installment will be disbursed following execution of the Grant Agreement for this project and submission of an invoice for payment of Allowable Costs. The second (2) installment will be disbursed following receipt of satisfactory verification that all previously disbursed funds were or are being used for Allowable Costs.

Anticipated Costs:

Installment	Category	Estimated Cost
1	Planning, Engineering and Design and Construction Administration	$ 1,000,000.00
2	Construction	$ 7,000,000.00
	Total GOMESA Funding Not to Exceed	**$ 8,000,000.00**

Category line items above are general descriptions of the type of activities anticipated to be necessary in order to achieve project completion. These categories may include itemized personnel time and/or contract services associated with project activities. In addition, the final costs of project activities may vary from the individual line-item estimates set forth above. However, funding shall in no event exceed the total amount of approved funding for Allowable Costs as set forth pursuant to the Grant Agreement.

Nexus to Authorized Use:

This project meets the criteria set forth in authorized use (a) Projects and activities for the purposes of coastal protection, including conservation, coastal restoration, hurricane protection, and infrastructure directly affected by coastal wetland losses; and (d) Mitigation of the impact of outer Continental Shelf activities through the funding of onshore infrastructure projects.

****

Submitted and Approved By: _____
William S. "Sandy" Stimpson, Mayor
City of Mobile

Figure 1: Mobile Riverfront Conceptual Plan

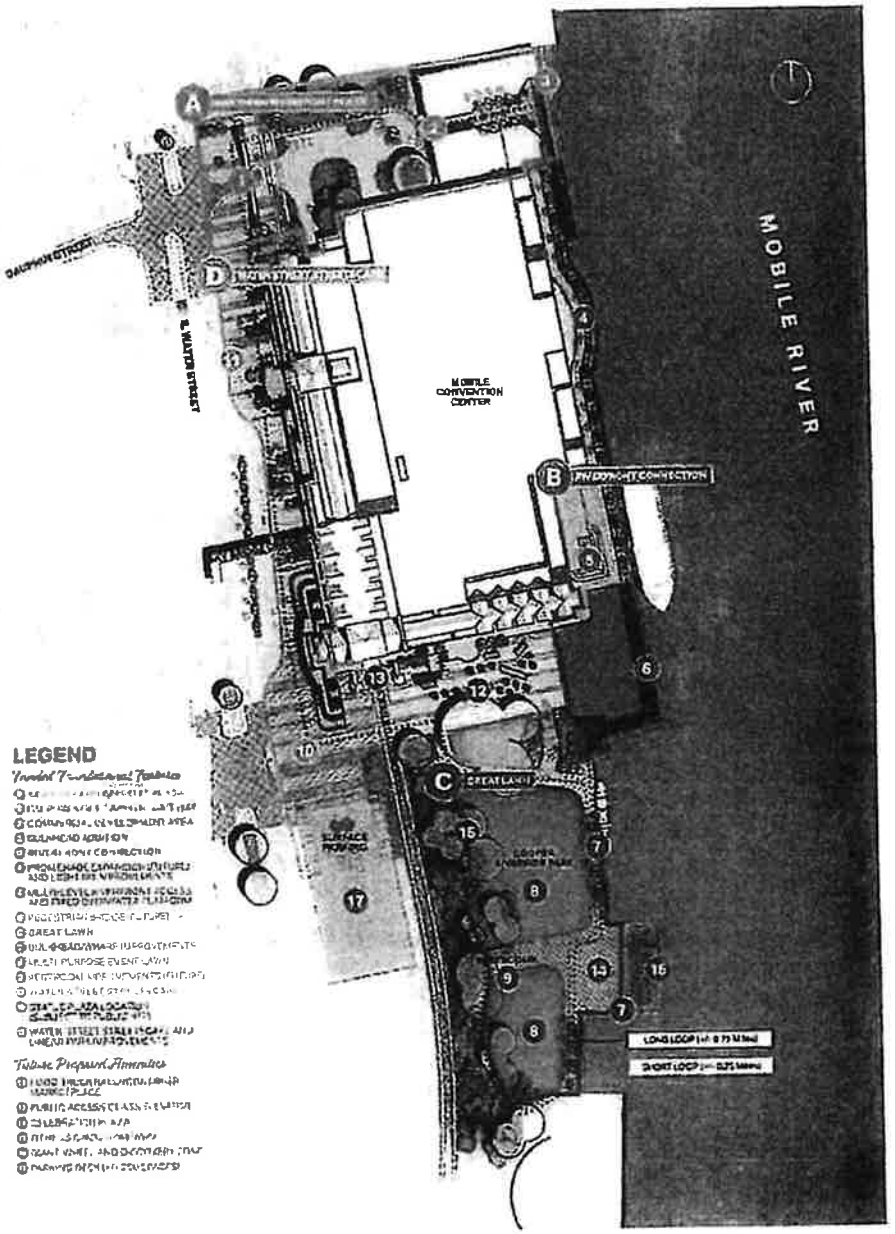


Exhibit No. 2

Amended and Restated
EXHIBIT A

State of Alabama
Gulf of Mexico Energy Security
Act of 2006
Disbursement Justification

Background:

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

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

Project Description:

Mobile Riverfront Park Enhancements Phase I – City of Mobile

The City of Mobile has been dedicating efforts to further improvements at its Mobile Riverfront Park (Cooper Riverside Park) located along the Mobile River. The City will utilize Phase I GOMESA project funding to proceed with engineering and design associated with repairing/replacing failing shoreline stabilization structures along the Great Lawn and South Coffer Cell areas of the Park's Mobile River waterfront and future upland Park amenity enhancements associated with the Great Lawn area of the Park. (See Figure 1 as to location Great Lawn and South Coffer Cell areas).

As a priority implementation action under the Phase I Agreement, the City will complete construction efforts associated with repair/replacement as to ~800 linear feet of the Great Lawn bulkhead and ~55 linear feet along the Sough Coffer Cell. The structural scope of work is to construct a tied-back bulkhead concept for the South Coffer Cell, similar to Great Lawn bulkhead. The proposed concept will also require the temporary removal of the statue above the Cell, demolition and replacement of the fountain behind the Cell, demolition and replacement of decorative masonry walls and the concrete stairs leading from the Cell down to the park to the north. Existing pavement, a light pole, and planter walls within the footprint of the work will also

require demolition and replacement. (See Figure 2 for location of shoreline stabilization activities.) The City's completion of Great Lawn bulkhead construction and ability to initiate implementation of South Coffer Cell stabilization efforts is critical, as citizens and visitors have not had access to the Park's waterfront for an extended period of time due to ongoing safety concerns related to the deteriorated bulkhead and other existing shoreline stabilization structures. Repair and replacement of the waterfront stabilizing structure is essential to prevent shoreline failure and to protect the coastline and downtown Mobile infrastructure against impacts from tropical storms and hurricanes, as well as wave action from activities including those associated with utilization of the Port of Mobile.

While, in light of current cost estimates, construction completion of the South Coffer Cell shoreline stabilization activities will not be fully achieved until after additional Phase II GOMESA project funds become available, the City seeks to leverage available Phase I funding to complete planning, engineering and design, and permitting activities and then initiate construction work associated with shoreline stabilization along the waterfront associated with the South Coffer Cell.

The City's vision as to Park enhancements for public access and recreation includes providing improvements within the upland Great Lawn area behind the shoreline stabilization construction such as expanded green space that will accommodate larger public outdoor events and establish connectivity to a walking/exercise loop around the Mobile Convention Center. (See Figure 2). These types of Park amenities would also enhance the ability for all users to enjoy the river view and gain an appreciation for the importance of conserving the state's unique natural resources. Furthermore, the shoreline stabilization construction activities, while immediately necessary, will result in impacts to the upland Park areas that will require disturbance/repairs that make implementation of upland enhancements a priority action for the City. The ultimate cost and timing of implementation of these amenity improvements/repairs cannot be fully determined until completion of all planning, engineering and design. Accordingly, this planning, engineering and design, and permitting work will be ongoing throughout the Agreement term to prepare for utilization of funding under a Phase II GOMESA project for implementation of upland Park amenity improvements.

The shoreline stabilization effort is critical to halting the adverse ecological impacts currently being experienced due to ongoing erosion issues. In addition to these restoration and conservation outcomes being an important step toward mitigating damage to fish, wildlife and natural resources, a collapse of any segment of the shoreline stabilization structures would cause significant additional natural resource and infrastructure damage that would be far more costly to repair/replace. Furthermore, the shoreline stabilization construction activities will mitigate impacts of outer Continental Shelf activities through the funding of an onshore infrastructure project.

The Mobile Bay National Estuary Program's Comprehensive Conservation & Management Plan (CCMP) for Alabama's Estuaries & Coast 2019-2023 seeks to enhance public access to the water and natural landscapes under Ecosystem Restoration and Protection-5 (ERP-5). In addition, Section 309(a)(3) of the Alabama Coastal Area Management Program (ACAMP) seeks to attain increased opportunities for public access to coastal areas of recreational, historical, aesthetic, ecological, or cultural value. This project will preserve and enhance an important connection to the Mobile River in a populated area of coastal Alabama where public access to the

waterfront and natural resources is limited. This project will enhance public outdoor recreational opportunities not only within the City of Mobile but also across the State of Alabama's coastal communities.

Project Duration:

This project is expected to take approximately 48 months from the Effective Date of the Agreement.

Project Costs:

Funding will be provided to the Grantee as two installments.

The first installment will be disbursed following execution of the Agreement for this project and submission of an invoice for payment of Allowable Costs.

The second installment will be disbursed following submission of an invoice for payment of Allowable Costs that includes (1) satisfactory certification Grantee remains in compliance with insurance requirements established pursuant to Paragraph 19 of the Agreement and (2) satisfactory verification that all previously disbursed funds have been and will be used for Allowable Costs.

Anticipated Costs:

Installment	Category	Estimated Cost
1	Initial Permitting, Engineering, Construction Services & Grant Administration for City's Mobile Riverfront Park Project	$1,000,000
2	Any additional costs related to Permitting, Engineering, Construction Services & Grant Administration associated with elements of the City's Mobile Riverfront Park Project; and Initial Construction Costs associated with Shoreline Stabilization Repairs/Improvements along the Great Lawn and South Coffer Cell Waterfronts.	$7,000,000
	Total GOMESA Funding Not to Exceed	**$8,000,000**

Category line items above are general descriptions of the type of activities anticipated to be necessary in order to achieve project completion. These categories may include itemized personnel time and/or contract services associated with project activities. In addition, the final costs of project activities may vary from the individual line-item estimates set forth above. However, funding shall in no event exceed the total amount of approved funding for Allowable Costs as set forth pursuant to the Agreement.

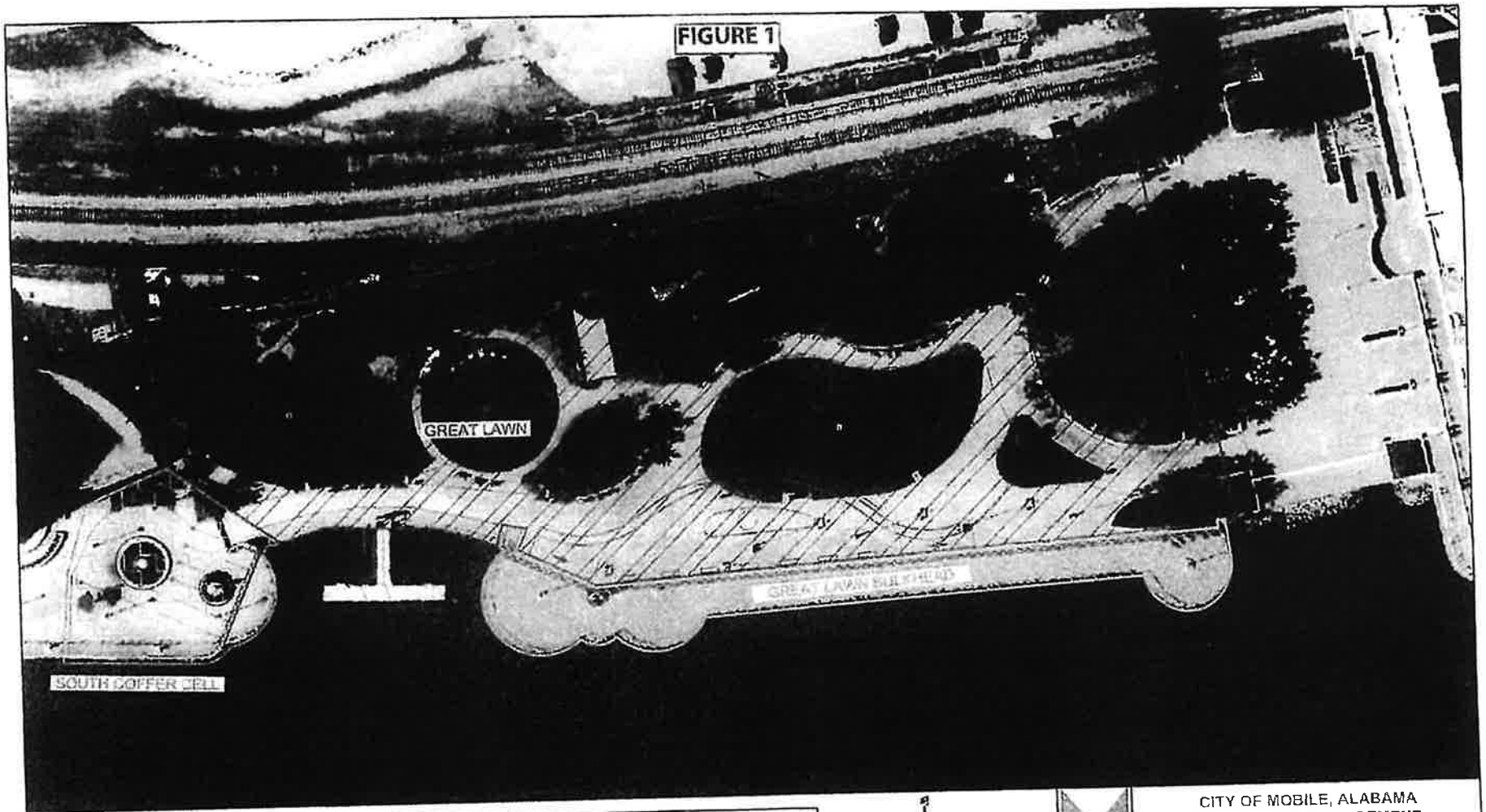
Nexus to Authorized Use:

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

****

Submitted and Approved By:

William S. "Sandy" Stimpson, Mayor
City of Mobile



NOTES / COMMENTS:

Page 5 of 6

PHASE COST ESTIMATES

GREAT LAWN BULKHEAD (CURRENTLY UNDER CONSTRUCTION) : $ 5,664,790.14

SOUTH COFFER CELL : $ 1,027,962.53

GREAT LAWN : $ 3,272,105.00

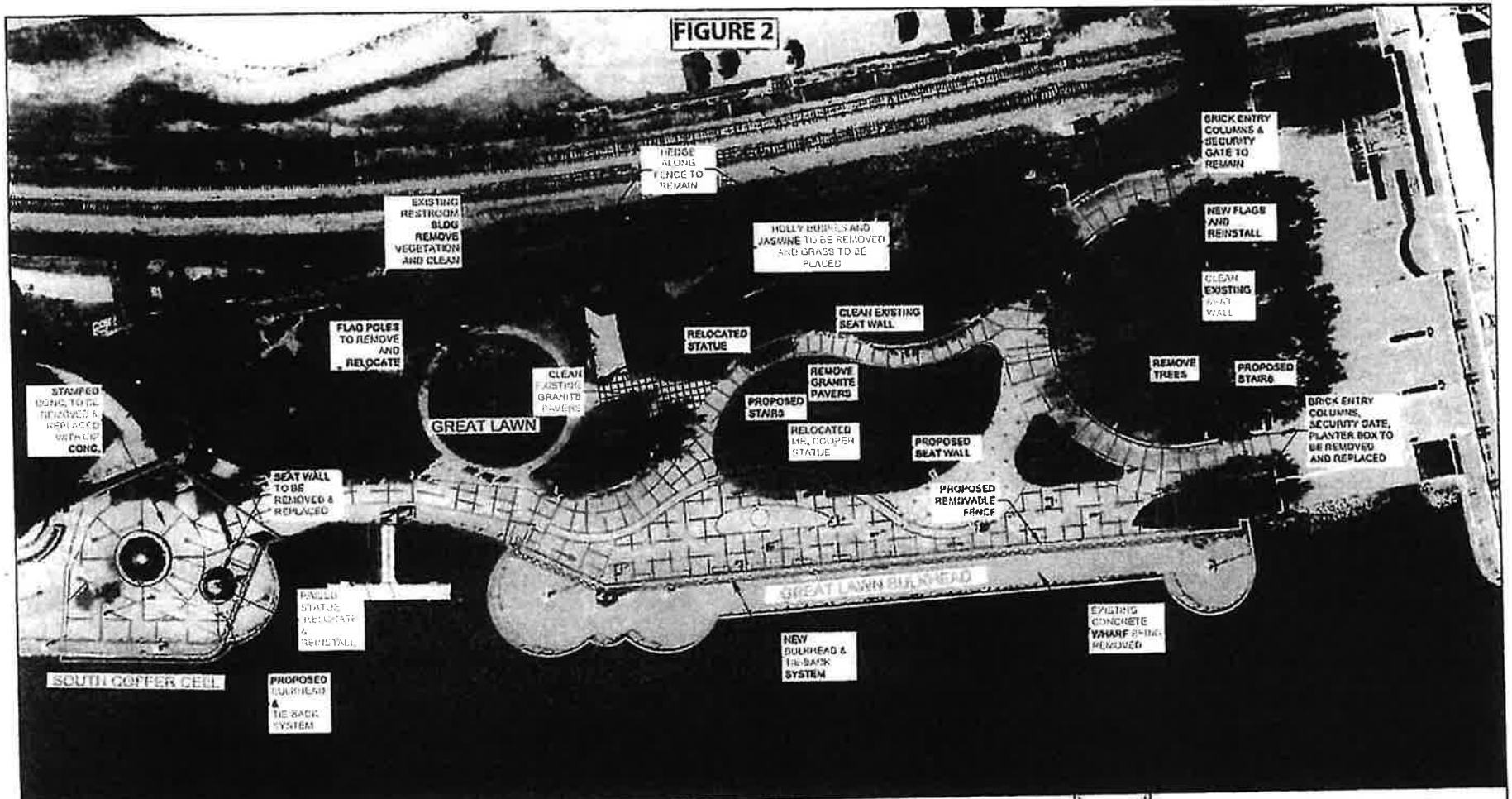
0 25 50 100 Feet

1:576

CITY OF MOBILE, ALABAMA
ENGINEERING DEPARTMENT

MOBILE RIVERFRONT REDEVELOPMENT
GENERAL ARRANGEMENT &
PHASING PLAN

PHASE PLAN	SHEET 1 OF 2	09-27-2024



NOTES / COMMENTS

Page 6 of 8

PHASE COST ESTIMATES

GREAT LAWN BULKHEAD (CURRENTLY UNDER CONSTRUCTION) : $ 6,504,790.14

SOUTH COFFER CELL : $ 1,837,[illegible]

GREAT LAWN : $ 2,272,105.00

0 25 50 100 Feet

1:570

MOBILE ALABAMA

CITY OF MOBILE, ALABAMA
ENGINEERING DEPARTMENT

MOBILE RIVERFRONT REDEVELOPMENT
GENERAL ARRANGEMENT &
PHASING PLAN

SITE PLAN	SHEET 2 OF 2	09-27-2024

31-272 **2022**

RESOLUTION

Sponsored by: Mayor William S. Stimpson

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 GOMESA Grant Agreement between the State of Alabama Department of Conservation and Natural Resources and the City of Mobile, to provide the planning, engineering, design administration, and construction improvements at Riverfront Park, to execute an Agreement substantially like the contract attached hereto, and to sign any agreements or other documents in connection with the contract, and to perform all acts necessary to effectuate the grant. A copy of said Agreement is on file in the office of the City Clerk.

Adopted: MAR 29 2022

City Clerk

ATTACHMENT "J"

ADCNR SUB-WARD GOMESA GRANT AGREEMENT #G-CMRPEII/24/CM

STATE OF ALABAMA)

MOBILE COUNTY)

Grant: G-CMRPEII/24/CM
Amendment No. 1

GOMESA GRANT AGREEMENT
AMENDMENT No. 1

This GOMESA Grant Agreement Amendment No. 1 (hereinafter "Amendment") is made by and entered into between the State of Alabama Department of Conservation and Natural Resources (hereinafter "ADCNR") and the City of Mobile (hereinafter "Grantee") (ADCNR and Grantee collectively hereafter as "Parties").

WHEREAS, ADCNR and Grantee entered into an Agreement effective December 2, 2024, the "Original Agreement" (attached hereto as "Exhibit No. 1"); and

WHEREAS, by this Amendment No. 1, ADCNR and Grantee now desire to amend certain terms and conditions of the Original Agreement;

Pursuant to this Amendment, ADCNR and Grantee agree as follows:

1. Paragraph 7 of the Original Agreement shall be deleted and replaced with the following:

   7. **FUNDING AMOUNT/PAYMENT:** ADCNR agrees to provide advance disbursement of GOMESA funds to Grantee for payment of Allowable Costs pursuant to two payments, for a total Agreement amount not to exceed FOUR MILLION TWENTY-THREE THOUSAND SIX HUNDRED SIXTY-SEVEN DOLLARS and 00/100 ($4,023,667.00), to allow satisfactory completion of all Project Services following full execution of this Agreement and submission by Grantee of an invoice for payment which shall include a reference to the Grant Number identified above. In the event these funds are not fully expended before the end of the Project Performance Period, the Grantee shall return the remaining funds to the ADCNR prior to the end of the Agreement Term in such manner as specified by ADCNR.

2. Paragraph 25 of the Original Agreement shall be deleted and replaced with the following:

   25. NON-APPROPRIATION AND PRORATION: When funds are not appropriated or otherwise made available to support continuation of performance in a subsequent fiscal period, the AGREEMENT shall be cancelled, and, to the extent permissible by law, the GRANTEE shall be reimbursed for the reasonable value of any non-recurring costs incurred but not amortized in the price of the supplies or services delivered under the AGREEMENT. To the extent permissible by law, this cost of cancellation may be paid from any appropriations available for that purpose.

   In the event that proration of appropriated funds from which the State is to pay the supplier is declared by the Governor pursuant to Section 41-4-90 of the Code of Alabama, the GRANTEE shall have the option, in addition to the other remedies of the contract, of renegotiating the contract to extend or change payment terms or amounts or terminating the AGREEMENT. In all circumstances, it is agreed that the terms and commitments of

this AGREEMENT shall not constitute a debt of the State of Alabama in violation of Section 213 of the Constitution of Alabama, as amended.

3. Exhibit A of the Original Agreement shall be deleted and replaced with the Amended and Restated Exhibit A, attached hereto as "Exhibit No. 2".

4. All other terms and conditions of the Original Agreement remain in full force and effect.

IN WITNESS WHEREOF, ADCNR and the Grantee have executed this Amendment No. 1 as of the date of the ADCNR Commissioner's signature below:

RECOMMENDED:

Patricia Powell McCurdy
Director
State Lands Division

STATE OF ALABAMA
Department of Conservation
and Natural Resources

Christopher M. Blankenship
Commissioner

Date: 6-17-25

APPROVED BY LEGAL

City of Mobile

William S. Stimpson, Mayor

Reviewed By Accounting

DCNR Accounting Director

STATE OF ALABAMA)

MOBILE COUNTY)

ADCNR GRANT#: G-CMRPEII/24/CM

GOMESA GRANT AGREEMENT

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

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

1. **PROJECT PURPOSE AND IDENTITY:** The purpose of the Agreement is to provide funding under the Gulf of Mexico Energy Security Act of 2006 (GOMESA) to Grantee, in accordance with the authorized uses and purposes set forth in GOMESA, leverage Phase I funding to complete shoreline stabilization efforts and amenity enhancements at Riverfront Park in Mobile, AL as described in the Disbursement Justification attached as Exhibit A ("Project").

2. **CERTIFICATION OF AUTHORIZED USES FOR PROJECT SERVICES:** Grantee warrants and represents that it will only use the GOMESA funds provided under this Agreement in accordance with approved GOMESA uses and consistent with all applicable state and federal laws. Specifically, Grantee will use these funds for projects that satisfy one or more of the following authorized uses:

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

3. **PROJECT SERVICES:** Grantee warrants and represents that it will use the GOMESA funds provided under this Agreement in accordance with approved GOMESA uses and consistent with all applicable state and federal laws. Furthermore, Grantee shall provide, in accordance with all applicable laws, executive orders, codes, regulations, etc., all the necessary labor, materials, services, and facilities to successfully complete the Project and fulfill all requirements of this Agreement including, but not limited to, requirements as set forth in Paragraphs 9 and 14.

4. **PROJECT PERFORMANCE PERIOD:** The Project Performance Period shall begin on the date of the Commissioner's signature ("Project Commencement Date") and end on November 15, 2026.

5. **AGREEMENT TERM:** The Agreement Term for the fulfillment of all Project Services shall begin on the date of the Commissioner's signature ("Effective Date") and end ninety (90) days after the end of the Project Performance Period, unless extended in writing by ADCNR by amendment as provided herein.

6. **NOTICE TO PROCEED:** Grantee shall proceed with performing Project Services upon receipt of a fully executed Agreement which has been approved by the appropriate State of Alabama officials.

7. **FUNDING AMOUNT/PAYMENT:** ADCNR agrees to provide advance disbursement of GOMESA funds to Grantee for payment of Allowable Costs pursuant to two payments, for a total Agreement amount not to exceed THREE MILLION TWENTY-THREE THOUSAND SIX HUNDRED SIXTY-SEVEN DOLLARS and 00/100 ($3,023,667.00), to allow satisfactory completion of all Project Services following full execution of this Agreement and submission by Grantee of an invoice for payment which shall include a reference to the Grant Number identified above. In the event these funds are not fully expended before the end of the Project Performance Period, the Grantee shall return the remaining funds to the ADCNR prior to the end of the Agreement Term in such manner as specified by ADCNR.

8. **CONTINGENCY/ FUNDING AVAILABILITY:** Grantee acknowledges and agrees that the commencement and continuation of funding pursuant to this Agreement shall be specifically contingent upon the receipt and availability of GOMESA funding for this Project.

9. **ALLOWABLE COSTS:** Allowable Costs allowed under this Agreement shall be determined in accordance with Exhibit A, subject to all requirements of GOMESA, local, state, and federal laws, as well as other applicable requirements, including the following:

a. Grantee agrees that any expenditure related to any type of lower tier contract or subaward support prior to execution of a written agreement for such purpose may not qualify as an Allowable Cost.

b. Grantee shall immediately notify ADCNR in writing in the event, subsequent to execution of this Agreement, it receives other financial assistance to support or fund any activity related to Project Services. Grantee further agrees that no costs funded by such other sources constitute Allowable Costs to be funded pursuant to this Agreement.

c. Grantee acknowledges that no pre-award costs or other costs incurred prior to the Effective Date of this Agreement shall constitute Allowable Costs, unless it receives express written approval from ADCNR.

d. Grantee agrees that all disbursed funds shall be expended solely for Allowable Costs and that the amount of any expenditure determined by ADCNR not to constitute an Allowable Cost shall be immediately returned to ADCNR in such manner as specified by ADCNR.

10. **REPORTS:** Grantee agrees to submit semi-annual financial and performance reports no later than April 30 and October 30 of each year following execution of this Agreement. The semi-annual reports shall provide supporting documentation detailing Allowable Cost expenditures and Project activities during the reporting period. The Grantee further agrees to submit a Completion Report no later than ninety (90) days after the end of the Project Performance Period. The Completion Report must include a summary financial report detailing Project expenditures and a certification confirming both that Grantee has completed all Project Services and that all expenditures by Grantee of funds received pursuant to this Agreement constituted Allowable Costs. The Completion Report shall include supporting documentation establishing the Allowable Costs as to all expenditures, documents necessary to evidence successful Project completion, and any other documents to be maintained by ADCNR for purposes of recordkeeping and audit compliance. Additionally, if requested by ADCNR, data and reports generated or compiled within the scope of this Agreement shall be provided in digital format as may be specified by ADCNR. Grantee agrees that failure to submit such reports in a timely manner may result in the termination of this Agreement. All reports and correspondence submitted to ADCNR in connection with this Agreement shall be identified by the Grant Number identified above and shall be sent to the following:

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

11. **INDEMNIFICATION AND HOLD HARMLESS:**

a. Subject to the limitations stated hereinbelow, Grantee agrees to protect, defend, indemnify, save and hold harmless the State of Alabama and ADCNR, and any and all of their officers, agents, and employees, from and against any and all claims, demands, expense and liability arising out of injury or death to any person, or the damage, loss or destruction of any property, which may occur or in any way grow out of, any act or omission of ADCNR, its officers, agents, and employees, the Grantee, and the Grantee's agents, servants, employees, and subcontractors. Grantee's obligation and duty to protect, defend, indemnify, save and hold harmless ADCNR and its agents and employees shall include and extend to any and all costs, expenses, attorney fees, judgements, awards, and settlements incurred by the parties or their agents or employees as a result of any claims, demands, and/or causes of action arising out of the performance of the obligations or objectives set forth herein. Grantee agrees to investigate, handle, respond to, provide defense for and defend any such claims, demand, or suit at its sole expense and agrees to bear all other costs and expenses related thereto, even if the claims are groundless, false or fraudulent. Nothing contained in this agreement shall be deemed to constitute, either as to the State of Alabama or as to third parties, a waiver of any statutory damages caps set forth in Sections 11-47-190 and 11-93-2, Code of Alabama (1975), as the same may be amended from time to time, and in any other statutes and case law otherwise available to the City.

b. Grantee further agrees it releases from liability and waives its right to sue the State of Alabama and ADCNR, and their officers, agents, and employees, regarding any and all claims resulting in any physical injury, economic loss, or other damage or loss as a result of or related in any way to the Agreement.

c. The provisions of this Paragraph shall survive the Agreement Term and remain a continuing obligation of Grantee.

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

13. **ASSIGNMENT / AMENDMENT:** Grantee shall not assign or otherwise transfer any interest in this Agreement without the prior written consent of ADCNR. ADCNR may from time to time, request amendments to various provisions of this Agreement. Such

amendments, which are mutually agreed upon between ADCNR and Grantee, must be in writing and approved by all signatory/authorities prior to becoming effective.

14. **CLOSEOUT PROCESS:** The closeout process is the final reconciliation and reporting of program expenses and activities. This involves reviewing program expenditures and completion of deliverables, resolving any open commitments, collecting subrecipient documents, and submitting the required final reports, while adhering to the schedule developed by ADCNR. Grantee shall promptly finalize the closeout process upon the conclusion of the Project Performance Period. Any remaining payments or amounts otherwise due to Grantee may be withheld until all closeout documents and deliverables have been received by ADCNR.

15. **TITLE VI AND EQUAL EMPLOYMENT OPPORTUNITY:** The Grantee will comply with Title VI of the Civil Rights Act of 1964 (P.L. 88-352) and all requirements issued pursuant to that title. In accordance with Title VI of that Act, no person in the United States shall, on the ground of race, color, or national origin be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity funded by this Agreement.

16. **SUCCESSORS AND ASSIGNS:** This Agreement shall be binding upon the successors and assigns of the respective Parties hereto.

17. **COMPLIANCE WITH LAWS:** The Grantee shall comply with all applicable laws, ordinances, regulations, and codes of the federal, state, and local governments in the performance of this Agreement. Grantee shall procure all applicable federal, state, and local permits and shall pay all said fees. Grantee further agrees and acknowledges that the ADCNR is relying upon the Grantee to maintain compliance with all provisions of GOMESA in connection with Project Services and related activities and expenditures.

18. **TAX / ASSESSMENT RESPONSIBILITY:** Grantee hereby agrees that the responsibility for payment of any taxes or assessments associated with the Project shall be the Grantee's obligation and shall be identified under the appropriate Tax Identification Number.

19. **ACCESS TO RECORDS:** The State of Alabama, through ADCNR auditors and/or Alabama Examiners of Public Accounts, and the Federal Government, through any of their duly authorized representatives, shall be entitled to audit the books, documents, papers, records of the Grantee, and any lower tier recipients which are reasonably related to this Agreement. Grantee agrees to assist with any such audit as requested by ADCNR and further agrees to the following:

a. Grantee shall maintain all books, documents, papers, accounting records, and other evidence pertaining to costs incurred and shall make such materials available at their respective offices at all reasonable times during the Agreement period and for six (6) years after date of final payment under this Agreement or as otherwise required pursuant the Department of Conservation and Natural Resources Records Disposition Authority (requirements current as of date of this Agreement available at: https://archives.alabama.gov/officials/rdas/conservation_rda.pdf), whichever period expires later, for inspection by any of the above entities, and copies thereof shall be furnished, if requested.

b. Pursuant to Alabama Act No. 94-414, Grantee must forward a copy of every audit report issued in connection with funding provided under this Agreement where public funds are received and/or disbursed to: Department of Examiners of Public Accounts, P. O. Box 302251, Montgomery, Alabama 36130-2251, ATTN: Audit Report Repository; or to Central.Records@Examiners.Alabama.gov. Grantee shall also simultaneously therewith forward a copy of same to ADCNR.

c. The provisions of this Paragraph shall survive the Agreement Term and remain a continuing obligation of Grantee.

20. **INSURANCE:** Grantee is self-insured for general liability purposes. Grantee shall, at all times during the term of this lease, maintain sufficient cash reserves dedicated to the payment of claims, and maintain the present financial ability to pay claims, in the amount of $100,000.00 for injury to or death of one person; $300,000.00 for injury or death to more than one person growing out of one accident; and $100,000.00 for property damage loss.

21. **TERMINATION:** In addition to terms of Paragraphs 8, 25, and 37, this Agreement may be terminated as follows:

a. If, in the determination of ADCNR, Grantee fails to fulfill in timely and proper manner its obligations under this Agreement or violates any of the covenants, agreements or stipulations of this Agreement, ADCNR, in addition to all other available remedies, shall thereupon have the right to terminate this Agreement by giving written notice to Grantee, pursuant to Paragraph 32, of such termination and specifying the effective date thereof, at least fifteen (15) days before the effective date. In that event, at the option of ADCNR, all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs, and reports or other material prepared by Grantee under this Agreement shall become the property of ADCNR.

b. ADCNR may terminate this Agreement at any time without cause by giving written notice to Grantee, pursuant to Paragraph 32, of such termination and specifying the effective date thereof, at least thirty (30) days before the effective date. In that event, at the option of ADCNR, all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs, and reports or other material prepared by Grantee under this Agreement shall become the property of ADCNR.

c. If the Agreement is terminated by ADCNR, as provided herein, Grantee shall promptly submit a statement detailing the actual services performed and associated Allowable Costs to date of termination. The Grantee shall immediately return any remaining funds to ADCNR in such manner as specified by ADCNR.

22. **PRESS / EVENTS:** Grantee shall notify the ADCNR of the location, date, and time of any press conferences, press releases, etc. related to this Project at least five (5) working days prior to the scheduled event or release.

23. **CONFLICT OF INTEREST CERTIFICATION:** The Grantee by his/her/its signature, certifies to the best of his/her/its knowledge and belief, no conflicts of interest existed or now exist which have, may have or have had any effect on this Agreement or any expenditure of funds associated with this Agreement. In addition, in the event Grantee cannot maintain this certification at any point during the Agreement Term, Grantee shall immediately notify ADCNR in writing at the address set forth in Paragraph 32 and suspend performance of services under this Agreement as well as any expenditure of funds under this Agreement until the potential conflict of interest is resolved to ADCNR's satisfaction.

24. **NONDISCRIMINATION:** Grantee agrees to comply with all federal and state laws which prohibit discrimination, including on the basis of race, color, religion, age, sex, pregnancy, national origin, genetic information, veteran status or disability.

25. **PRORATION:** In the event of the proration of the fund from which payment under this Agreement is to be made, the Agreement will be subject to termination.

26. **NOT A DEBT OF THE STATE:** It is agreed that the terms and commitments contained herein shall not be constituted as a debt of the State of Alabama in violation of Article 11, Section 213 of the Constitution of Alabama, 1901, as amended by Amendment Number 26. It is further agreed that if any provision of this Agreement shall contravene any statute or constitutional provision or amendment, either now in effect or which may, during the course of this Agreement, be enacted, then that conflicting provision in the Agreement shall be deemed null and void.

27. **ALTERNATIVE DISPUTE RESOLUTION:** In the event of any dispute between the Parties, senior officials of both Parties shall meet and engage in a good faith attempt to

resolve the dispute. Should that effort fail and the dispute involves the payment of money, a party's sole remedy is the filing of a claim with the Board of Adjustment of the State of Alabama. For any and all other disputes arising under the terms of this Agreement which are not resolved by negotiation, the Parties agree to utilize appropriate forms of non-binding alternative dispute resolution including, but not limited to, mediation. Such dispute resolution shall occur in Montgomery, Alabama, utilizing where appropriate, mediators selected from the roster of mediators maintained by the Center For Dispute Resolution of the Alabama State Bar.

28. **IMMIGRATION:** By signing this Agreement, the Grantee affirms, for the duration of the Agreement, that it will not violate federal immigration law or knowingly employ, hire for employment, or continue to employ an unauthorized alien within the State of Alabama. Furthermore, if found to be in violation of this provision, Grantee shall be deemed in breach of the Agreement and shall be responsible for all damages resulting therefrom.

29. **NOT ENTITLED TO MERIT SYSTEM:** Grantee understands and agrees that nothing in this Agreement entitles Grantee to any benefits of the Alabama State Merit System.

30. **BOYCOTT:** In compliance with Alabama Act No. 2016-312, Grantee hereby certifies that it is not currently engaged in, and will not engage in, the boycott of a person or an entity based in or doing business with a jurisdiction with which the State can enjoy open trade.

31. **ECONOMIC BOYCOTT:** In compliance with Ala. Act No. 2023-409, by signing this Agreement, Grantee provides written verification that Grantee, without violating controlling law or regulation, does not and will not, during the term of the Agreement engage in economic boycotts as the term "economic boycott" is defined in Section 1 of the Act.

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

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

To ADCNR:

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

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

To Grantee:

City of Mobile
Attention: William S. Stimpson, Mayor
P.O. Box 1827
Mobile, AL 36633-1827

33. **SEVERABILITY:** In the event any terms or provisions of this Agreement are deemed to be invalid or unenforceable, such invalidity or unenforceability shall not affect the validity or enforceability of the remaining terms or provisions hereof.

34. **GOVERNING LAW / SOVEREIGN IMMUNITY:** This Agreement and related matters shall be construed in accordance with and governed by the substantive and adjective laws of the State of Alabama, including but not limited to the State's right of immunity from suit as provided by Article 1 Section 14 of the Official Recompilation of the Constitution of Alabama of 1901, as amended, without regard to its conflicts of law provisions.

35. **CHOICE OF LAW / VENUE:** Grantee agrees that the laws of the State of Alabama shall govern and be controlling and binding over the provisions of the rights herein granted, and that, notwithstanding any provision to the contrary, the venue of any legal action brought in connection herewith shall be the Circuit Court of Montgomery County, Alabama.

36. **ENFORCEMENT OF RIGHTS AND OBLIGATIONS:** Failure of ADCNR to strictly or promptly enforce the rights and obligations herein shall not operate as a waiver thereof.

37. **FORCE MAJEURE:** In the case of a Force Majeure Event as defined herein, ADCNR reserves the right to immediately terminate the Agreement without prior notice to Grantee. Should this occur, neither party shall be liable for or be considered in breach of this Agreement due to any failure to perform its obligations as a result of a cause beyond its control, including, without limitation: (i) acts of God; (ii) flood, fire or explosion; (iii) actions, embargoes, quarantines, or blockades in effect on or after the date of this Agreement; (iv) national, state, or regional emergency whether ongoing or occurring on or after the date of this Agreement; (v) public health emergencies, outbreak, epidemic, or pandemic, whether ongoing or occurring on or after the date of this Agreement, including, without limitation, COVID-19; or (vi) any other event which is beyond the reasonable control of such party (each of the foregoing, a "Force Majeure Event").

38. **NO AGENCY:** By entering into this Agreement, Grantee understands and agrees it is not an agent of the State, its officers, employees, agents or assigns. The Grantee is an

independent entity from the State and nothing in this Agreement creates an agency relationship between the Parties.

39. **COUNTERPARTS:** This Agreement may be executed in two or more counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument.

40. **SUPERSEDES:** ADCNR and grantee represent that this Agreement supersedes all proposals, oral and written, all previous contracts, agreements, negotiations, and all other communications between the parties with respect to the subject matter hereof.

41. **REVIEW AND EXECUTION:** Grantee acknowledges and agrees that it has had the opportunity to seek legal counsel in connection with reviewing and executing this Agreement. Accordingly, any rule of law or legal decision potentially requiring interpretation of any claimed ambiguity in this Agreement against the drafting party shall have no application and is expressly waived by Grantee

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

ADCNR:

Christopher M. Blankenship
Commissioner

Date: 12-2-24

GRANTEE:

William S. Stimpson
2024.11.20 08:44:05
-05'00'

Signature

Printed Name

Title

Reviewed By Accounting

ADCNR Accounting Director

EXHIBIT A

State of Alabama
Gulf of Mexico Energy Security
Act of 2006 Disbursement
Justification

Background:

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

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

Project Description:

Mobile Riverfront Park Enhancements Phase II – City of Mobile

The City of Mobile has been dedicating efforts to further improvements at its Mobile Riverfront Park (Cooper Riverside Park) located along the Mobile River. The City has been utilizing Phase I GOMESA project funding (G-CMRPE/21/CM) to further planning, engineering & design, and permitting associated with repairing/replacing failing shoreline stabilization structures along the Great Lawn and South Coffer Cell areas of the Park's Mobile River waterfront as well as future upland Park amenity enhancements associated with the Great Lawn area of the Park. (See Figure 1 as to location Great Lawn and South Coffer Cell areas.) As priority implementation actions pursuant to its Phase I funding, the City will be completing construction work associated with repair/replacement as to ~800 linear feet of a bulkhead shoreline stabilization structure along the Great Lawn waterfront and initiating an additional ~55 linear feet of stabilizing construction along the South Coffer Cell. The structural scope of work is to construct a tied-back bulkhead concept for the South Coffer Cell, similar to Great Lawn bulkhead. The proposed concept will also require the temporary removal of the statue above the Cell, demolition and replacement of the fountain

behind the Cell, demolition and replacement of decorative masonry walls and the concrete stairs leading from the Cell down to the Park to the north. Existing pavement, a light pole, and planter walls within the footprint of the work will also require demolition and replacement. (See Figure 2 for location of shoreline stabilization activities.)

This Phase II project funding will leverage Phase I funding to achieve construction completion associated with shoreline stabilization along the South Coffer Cell waterfront and also achieve completion as to upland Park amenity enhancements. (See Figure 2) The City's completion of South Coffer Cell shoreline stabilization efforts is critical, as citizens and visitors have not had full access to the Park's waterfront for an extended period of time due to ongoing safety concerns related to the deteriorated condition of existing shoreline stabilization structures. In addition, repair/replacement of the waterfront stabilizing structure is essential to prevent shoreline failure and to protect the coastline and downtown Mobile infrastructure against impacts from tropical storms and hurricanes, as well as wave action from activities including those associated with utilization of the Port of Mobile.

The shoreline stabilization construction activities, while immediately necessary, will result in impacts to the upland Park areas that will require disturbance/repairs that make completion of upland enhancements a priority action for the City. The City's broader vision as to Park enhancements for public access and recreation includes providing improvements within the upland Great Lawn area behind the shoreline stabilization construction. While the planning, design, and permitting activities are underway with Phase I funding, implementation of upland Great Lawn enhancements could not be initiated until shoreline stabilization construction approached or achieved completion. Accordingly, Phase II funding will be utilized to implement enhancements such as expanded green space that will accommodate larger public outdoor events and establish connectivity to a walking/exercise loop around the Mobile Convention Center.

More specifically, the new waterfront bulkhead concept under construction integrates a closer shoreline experience with an upper (+5.5) elevation and a lower (+3.5) elevation centered within the common Park space. The anticipated park site design will feature sidewalk pavement integrating the bulkhead with a curvilinear seat wall feature. Additional upland areas of the Park will be enhanced with a new concrete paver walking path. As required, existing seat walls, granite edge pavers, etc., will be altered, repaired or removed allowing integration and accessibility for park users. Overall, existing perimeter security fencing, new bulkhead handrails, boat vessel mooring cheats, architectural bollards, architectural light poles, etc., are being reinstalled, replaced or added as part of implementing these anticipated enhancements. In addition, an expanded green space will provide the City with the ability to accommodate larger public outdoor events at the Park and in conjunction with activities at the Mobile Convention Center. (See Figure 2 as to Upland Amenity Enhancements.) These types of Park amenities will enhance the opportunity for users of all abilities to enjoy the river view and gain an appreciation for the importance of conserving the state's unique natural resources.

Completion of shoreline stabilization efforts is critical to halting the adverse ecological impacts currently being experienced due to ongoing erosion issues. In addition to these restoration and conservation outcomes being an important step toward mitigating damage to fish, wildlife and natural resources, a collapse of any segment of the shoreline stabilization structures would cause significant additional natural resource and infrastructure damage that would be far more costly to repair/replace. Furthermore, completion of the shoreline stabilization construction activities will mitigate impacts of outer Continental Shelf activities through the funding of an onshore infrastructure project.

The Mobile Bay National Estuary Program's Comprehensive Conservation & Management Plan (CCMP) for Alabama's Estuaries & Coast 2019-2023 seeks to enhance public access to the water and natural landscapes under Ecosystem Restoration and Protection-5 (ERP-5). In addition, Section 309(a)(3) of the Alabama Coastal Area Management Program (ACAMP) seeks to attain increased opportunities for public access to coastal areas of recreational, historical, aesthetic, ecological, or cultural value. This project will preserve and enhance an important connection to the Mobile River in a populated area of coastal Alabama where public access to the waterfront and natural resources is limited. This project will enhance public outdoor recreational opportunities not only within the City of Mobile but also across the State of Alabama's coastal communities.

Project Duration:

This project is expected to take approximately twenty-four (24) months from the execution of the Agreement.

Project Costs:

Funding will be provided to the Grantee as two installments.

The first installment will be disbursed following execution of the Agreement for this project and submission of an invoice for payment of Allowable Costs that includes (1) satisfactory certification Grantee remains in compliance with insurance requirements established pursuant to Paragraph 20 of the Agreement; (2) satisfactory verification that all engineering & design is complete; (3) satisfactory verification that sufficient funding is in place to achieve project completion as to South Coffer Cell stabilization work; and (4) satisfactory verification that all previously disbursed funds under Phase I and Phase II, if any, have been and will be used for Allowable Costs.

The second installment will be disbursed following submission of an invoice for payment of Allowable Costs that includes (1) satisfactory certification Grantee remains in compliance with insurance requirements established pursuant to Paragraph 20 of the Agreement; (2) satisfactory verification that all engineering & design as to the Upland Amenity Enhancements within the Great Lawn area is complete; (3) satisfactory verification that sufficient funding is in place to achieve

project completion as to the Upland Park Amenity Enhancements within the Great Lawn area: and (4) satisfactory verification that all previously disbursed funds under Phase I and Phase II, if any, have been and will be used for Allowable Costs.

Anticipated Costs:

Installment	Category	Estimated Cost
1	Additional costs in addition to Phase I funding related to Construction Services, Grant Administration, and Construction Costs associated with Shoreline Stabilization Repairs/Improvements along the South Coffer Cell Waterfront.	$745,000
2	Additional costs in addition to Phase I funding related to Construction Services, Grant Administration, and Implementation costs associated with Upland Amenity Enhancements to the Great Lawn area.	$2,278,667
	Total GOMESA Funding Not to Exceed	$3,023,667

Category line items above are general descriptions of the type of activities anticipated to be necessary in order to achieve project completion. These categories may include itemized personnel time and/or contract services associated with project activities. In addition, the final costs of project activities may vary from the individual line-item estimates set forth above. However, funding shall in no event exceed the total amount of approved funding for Allowable Costs as set forth pursuant to the Grant Agreement.

Nexus to Authorized Use:

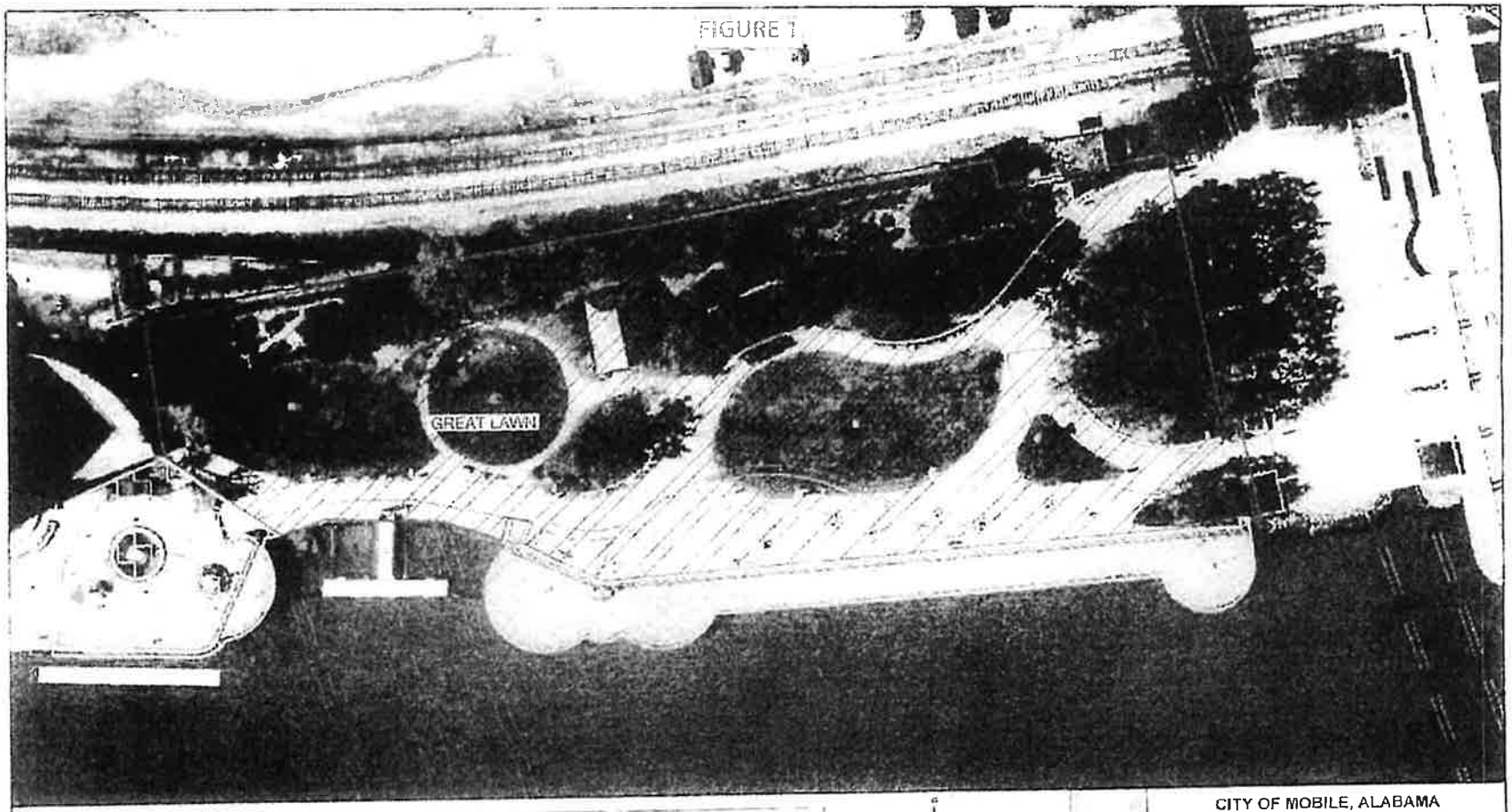
This project meets the criteria set forth in authorized uses: (a) Projects and activities for the purposes of coastal protection, including conservation, coastal restoration, hurricane protection, and infrastructure directly affected by coastal wetland losses; (b) Mitigation of damage to fish, wildlife,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

Submitted and Approved By:

William S. Stimpson
2024.11.20 08:47:29
-06'00'

William S. Stimpson, Mayor
City of Mobile

FIGURE 1



NOTES / COMMENTS

G-CMRPEII/24/CM
Page 15 of 16

PHASE COST ESTIMATES

GREAT LAWN BULKHEAD (CURRENTLY UNDER CONSTRUCTION) $ 5,864,796.14

SOUTH COFFER CELL $ 1,827,362.50

GREAT LAWN $ 2,272,105.00

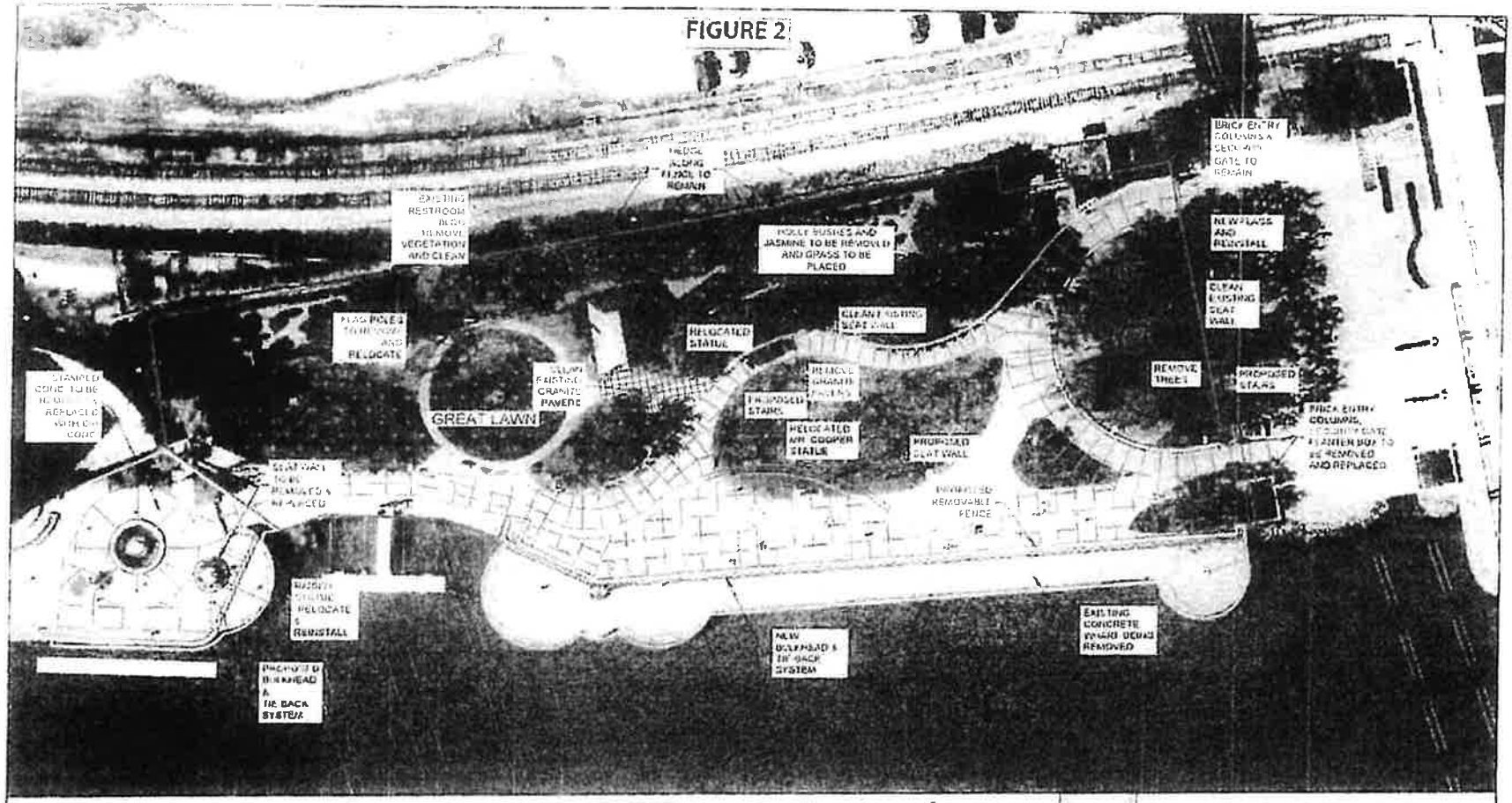
0 50 100 Feet

CITY OF MOBILE, ALABAMA
ENGINEERING DEPARTMENT

MOBILE RIVERFRONT REDEVELOPMENT
GENERAL ARRANGEMENT &
PHASING PLAN

PHASE PLAN	SHEET 1 OF 2	09-27-2024

FIGURE 2



NOTES / COMMENTS

G-CMRPE/II/24/CM
Page 16 of 16

PHASE COST ESTIMATES

GREAT LAWN BULKHEAD (CURRENTLY UNDER CONSTRUCTION) $ 5,004,798.14

SOUTH COPPER CELL $ 1,927,362.93

GREAT LAWN $ 2,273,109.00

CITY OF MOBILE, ALABAMA
ENGINEERING DEPARTMENT

MOBILE RIVERFRONT REDEVELOPMENT
GENERAL ARRANGEMENT &
PHASING PLAN

SITE PLAN	SHEET 2 OF 2	09-27-2024

01-1011 2024

RESOLUTION

Sponsored by: Mayor William S. Stimpson

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 GOMESA Grant Agreement between the City of Mobile and the Alabama Department of Conservation and Natural Resources (ADCNR), or one worded substantially the same, for Mobile Riverfront Park Enhancements, and to take all actions necessary to effectuate said Agreement, as outlined in the Agreement attached hereto and made a part hereof as though set forth in full.

Adopted: OCT 29 2024

Lara Pafenbach

City Clerk

Amended and Restated
EXHIBIT A

State of Alabama
GOMESA
Disbursement Justification

Background:

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

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More specifically, the new waterfront bulkhead concept under construction integrates a closer shoreline experience with an upper (+5.5) elevation and a lower (+3.5) elevation centered within the common Park space. The anticipated park site design will feature sidewalk pavement integrating the bulkhead with a curvilinear seat wall feature. Additional upland areas of the Park will be enhanced with a new concrete paver walking path. As required, existing seat walls, granite edge pavers, etc., will be altered, repaired or removed allowing integration and accessibility for park users. Overall, existing perimeter security fencing, new bulkhead handrails, boat vessel mooring cheats, architectural bollards, architectural light poles, etc., are being reinstalled, replaced or added as part of implementing these anticipated enhancements. In addition, an expanded green space will provide the City with the ability to accommodate larger public outdoor events at the Park and in conjunction with activities at the Mobile Convention Center. (See Figure 2 as to Upland Amenity Enhancements.) These types of Park amenities will enhance the opportunity for users of all abilities to enjoy the river view and gain an appreciation for the importance of conserving the state's unique natural resources.

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Project Duration:

This project is expected to take approximately twenty-four (24) months from the execution of the Agreement.

Project Costs:

Funding will be provided to the Grantee as two installments.

The first installment will be disbursed following execution of the Agreement for this project and submission of an invoice for payment of Allowable Costs that includes (1) satisfactory certification Grantee remains in compliance with insurance requirements established pursuant to Paragraph 20 of the Agreement; (2) satisfactory verification that all engineering & design is complete; (3) satisfactory verification that sufficient funding is in place to achieve project completion as to South Coffer Cell stabilization work; and (4) satisfactory verification that all previously disbursed funds under Phase I and Phase II, if any, have been and will be used for Allowable Costs.

The second installment will be disbursed following submission of an invoice for payment of Allowable Costs that includes (1) satisfactory certification Grantee remains in compliance with insurance requirements established pursuant to Paragraph 20 of the Agreement; (2) satisfactory verification that all engineering & design as to the Upland Amenity Enhancements within the Great Lawn area is complete; (3) satisfactory verification that sufficient funding is in place to achieve project completion as to the Upland Park Amenity Enhancements within the Great Lawn area; and (4) satisfactory verification that all previously disbursed funds under Phase I and Phase II, if any, have been and will be used for Allowable Costs.

Anticipated Costs:

Installment	Category	Estimated Cost
1	Additional costs in addition to Phase I funding related to Construction Services, Grant Administration, and Construction Costs associated with Shoreline Stabilization Repairs/Improvements along the South Coffer Cell Waterfront.	**$1,745,000**
2	Additional costs in addition to Phase I funding related to Construction Services, Grant Administration, and Implementation costs associated with Upland Amenity Enhancements to the Great Lawn area.	**$2,278,667**
	Total GOMESA Funding Not to Exceed	**$4,023,667**

Category line items above are general descriptions of the type of activities anticipated to be necessary in order to achieve project completion. These categories may include itemized personnel time and/or contract services associated with project activities. In addition, the final costs of project activities may vary from the individual line-item estimates set forth above. However, funding shall in no event exceed the total amount of approved funding for Allowable Costs as set forth pursuant to the Grant Agreement.

Nexus to Authorized Use:

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

****

Submitted and Approved By:

William S. Stimpson, Mayor
City of Mobile

CITY OF MOBILE
Programs and Project Management
205 Government Street, 2nd Floor
Mobile, AL 36602

PROJECT: Mobile Riverfront Redevelopment, Cooper Riverside Park, Great Lawn Upgrades

CHANGE ORDER NO: ONE (1)

PROJECT NO: PR-029-22

DATE: February 4, 2026

TO CONTRACTOR: PL Russell, LLC.

CONTRACT DATE: November 24, 2025

ADDRESS: 251 Saint Anthony St.,
Mobile, AL 36603

TERMS: You are hereby authorized to make the following changes hereto:

1. Increase the contract amount to $2,879,719.68.
2. Complete the change in scope as referenced in the attachments.
3. No change to the contract completion date.

THE CONTRACT HAS CHANGED AS FOLLOWS:

Original Contract Sum	$2,759,500.00
Net change by previously authorized Change Orders	$0
Contract Sum prior to Change Order No.1	$2,759,500.00
Contract Sum will be INCREASED by Change Order No.1 in the amount of	$120,219.68
New Contract Sum including this Change Order will be	$2,879,719.68

The Contract Sum as of this Change Order No.1 therefore is $2,879,719.68.

NOT VALID UNTIL SIGNED BY THE CONTRACTOR AND OWNER

ATTEST:

PL Russell, LLC. / Responsible Official

2/11/2026

Date

Digitally signed by Spiro N. Cheriogotis
Date: 2026.03.11 09:25:26 -05'00'

Spiro N. Cheriogotis, Mayor

ATTEST:

City Clerk

JUSTIFICATION FOR CHANGE ORDER

PROJECT:	MOBILE RIVERFRONT REDEVELOPMENT, COOPER RIVERSIDE PARK, GREAT LAWN UPGRADES
CHANGE ORDER NO:	ONE (1)
CONTRACTOR:	PL RUSSELL, LLC.
PROJECT NO:	PR-029-22
MUNIS PROJECT NO.:	G-GOMESA
CONTRACT NO:	5566
VENDOR NO:	299374

The attached Change Order number one (1) to contract with PL Russell, LLC. dated February 3, 2026, is required because of the following:

[ ] 1. Unusual and difficult circumstances which arose during the course of the execution of the contraction with could not have been reasonable 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 memo.

[X] 6. Other: See attached detailed summary.

In addition to the attached memo and detailed summary, the cost is both fair and reasonable, and it is recommended for the City of Mobile to have this work done by change order because the Contractor is already mobilized and has the required machinery and trades at the site, reducing unit costs. It would also allow for the inclusion of all work under one warranty.

Jake Clements
Project Manager, Programs and Project Management

moffatt & nichol

11 N. Water St., Suite 20220
Mobile, AL 36602

(251) 378-9000
www.moffattnichol.com

MEMORANDUM

To:	**Jake Clements, Project Manager, City of Mobile, AL**
From:	Sai Kiran Duvvuri, P.E.
Date:	02/03/20256
Subject:	Cooper Riverside Park Great Lawn Upgrades – Change Order No. 1 - Justification
M&N Job No.:	10961-04/05/06

1 Background

The Great Lawn Upgrades package was originally scoped and bid separately with limited available funding and with the understanding that major bulkhead/SCC construction was delivered under a separate contract. To preserve budget and maintain a path to reopening the park, the City's direction during design and bidding was to prioritize essential repairs and to salvage/repurpose serviceable park elements (paving, fencing, benches, light poles, trash receptacles, etc.) where feasible. As construction progressed and stakeholder preferences were refined, and as the bulkhead/SCC work required access and staging through portions of the park, select areas that were previously outside the park package limits now warrant restoration or upgrades to meet overall functionality and aesthetic expectations for the Cooper Waterfront Park.

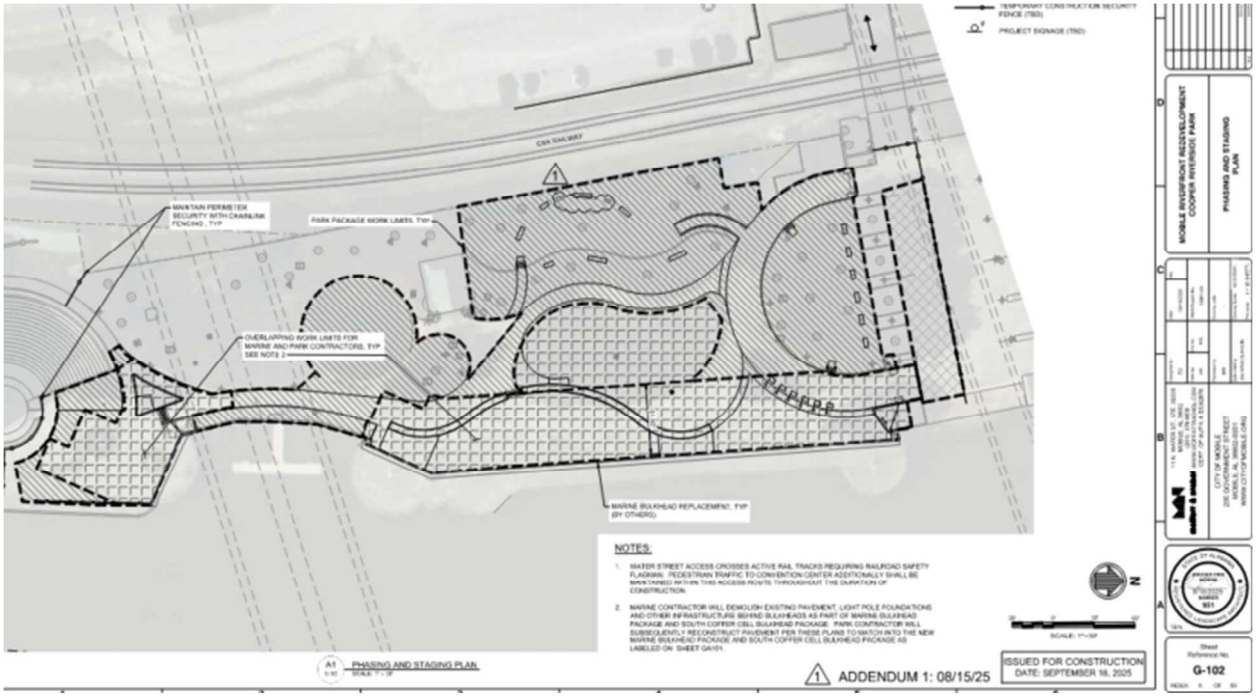


Figure 1: Plan – As bid limits of park upgrades

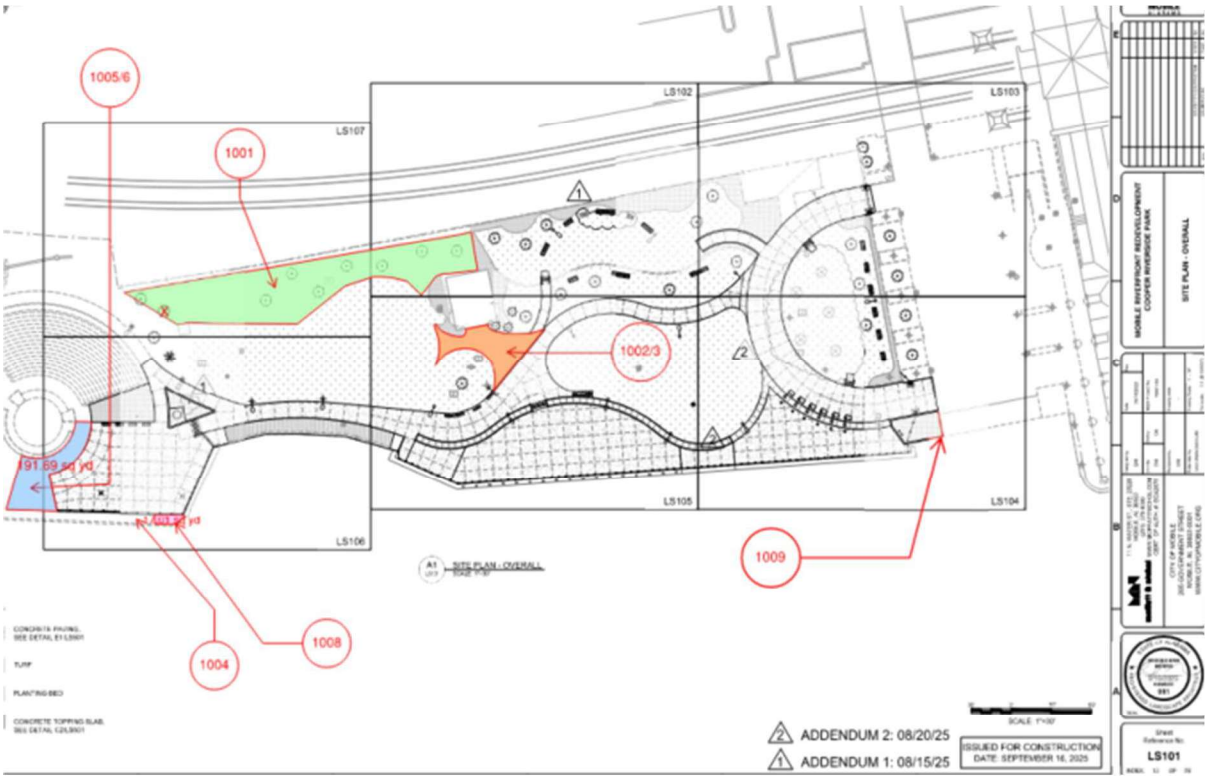


Figure 2: Proposed changes in this change order No.1

1001 – Out-of-scope area restoration/upgrade

This area was intentionally excluded from the Great Lawn Upgrades bid package and remained unaffected by the park improvements scope. The exclusion was consistent with earlier budget constraints and available GOMESA funding and aligned with the City's direction at the time to limit scope to the highest-priority work needed to reopen the park following the bulkhead program. This change incorporates stakeholder-requested work to complete the park experience and better align the finished conditions with current expectations.

1002 – Restoration/upgrade of area impacted by bulkhead/SCC access and construction

Similar to Item 1001, this area was originally planned to remain largely in place (reuse/repurpose existing site features) to preserve funding for critical bulkhead repairs and reopening efforts. During execution of the separate bulkhead/SCC work, the contractor's only viable access required temporary haul routes and heavy equipment traffic through this portion of the park. As a result, select pavers cracked and the area no longer presents a consistent finished condition relative to the newly improved waterfront. The City has directed replacement with concrete paving to provide a cleaner, more uniform appearance, reduce future maintenance associated with pavers, and better match the updated park character.

1003 – Associated demolition work (related to 1002)

This work is a necessary enabling component to implement Item 1002, including removal of affected materials and preparation for the revised restoration approach. It is directly tied to the revised paving strategy and is required to achieve a complete, constructible repair.

1004 – Targeted restoration near SCC repair zone

This section has already been disturbed due to known construction activities and proximity to SCC-related work. At the City's direction, Moffatt & Nichol concurs that completing this repair now is the most practical approach because the contractor is mobilized, access is available, and the pricing is reasonable relative to remobilization later. This change is intended to restore continuity and provide a clean transition adjacent to the active marine repair limits.

1005 – Stakeholder-requested paving aesthetic modification (remove brick banding and match new concrete)

During design, Moffatt & Nichol worked to limit removal of otherwise serviceable concrete to avoid unnecessary cost. The original approach anticipated sawcutting and local replacement where required for the new SCC bulkhead and tieback system. However, the existing pavement includes brick inlay/banding used as visual accents. Stakeholders have requested eliminating these brick bands and repaving to match the newer concrete paving, creating a more consistent and "clean" finished appearance across the waterfront hardscape. This change aligns the final park aesthetic with stakeholder goals and avoids a patchwork look between new and existing surfaces.

1006 – Sawcut/removal of existing concrete paving associated with 1005

This item covers the necessary sawcutting and removal limits needed to implement the revised paving approach under Item 1005. It is an enabling scope item required for constructability and proper tie-in to adjacent new work.

1007 – Light Changes

This change is client-directed to standardize the lighting: LP1-12 and LP1-13 will match the LP-1 pole and fixture, and the existing pole at the SE end of the project will be replaced with a new pole to match LP-1 (including a new foundation). One pole foundation was also impacted by the pavement scope extension near the amphitheater, which required this update to maintain consistency and coordination with the revised paving limits.

1008 – Museum bulkhead/wharf area paving replacement for uniformity and event-use functionality

Brick pavers removed in this area were already uneven in places and do not align well with the newly constructed SCC bulkhead/waterfront improvements. Given that the City leases and programs this prominent waterfront space for events, replacing remaining mismatched/uneven brick pavers with new concrete paving provides a smoother, cleaner, and more durable surface. This improves accessibility, reduces trip hazards, and provides a consistent finish in a high-visibility area.

1009 – Northeast planter wall adjustment/repair to address settlement/rotation while minimizing risk near tunnels/outfall

The project originally included partial demolition and reconstruction of the Northeast planter wall to accommodate a widened entrance. During the bulkhead construction, vibration and related ground movement contributed to minor settlement and a slight rotation/shift of the planter wall toward the south (bulkhead side), creating a visible gap and uneven alignment. The north side of this area includes a brick scupper pad located above an outfall near the Bankhead Tunnel, with unknown details regarding any sheet pile support and tieback configuration.

Because of the proximity to critical tunnel/outfall infrastructure and the uncertainty of subsurface support conditions, full replacement of the planter wall would introduce avoidable risk and could trigger extensive marine/structural work well beyond the intent of the park package. The proposed change instead keeps the wall in place and implements a least-invasive stabilization/repair approach: closing the visible gap created by the shift and raising/adjusting the northeast portion to restore alignment and appearance. This

approach leverages the existing concrete spread footing support, minimizes disturbance, and provides a practical, cost-effective repair that restores function and aesthetics without initiating a larger and higher-risk scope near critical infrastructure.

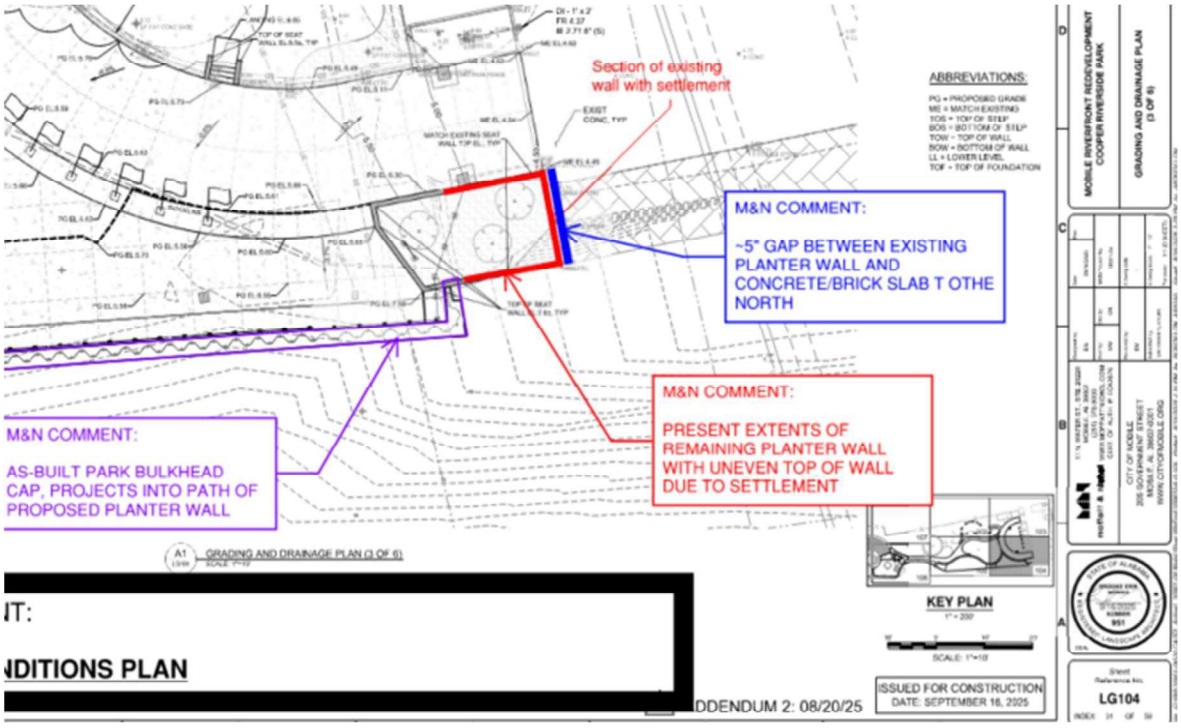


Figure 1: Preset extents of remaining planter wall due to settlement

For the Northeast planter wall, the repair approach is intentionally limited and least-invasive due to the wall's proximity to the outfall and the Bankhead Tunnel and the uncertainty of the existing support/tieback configuration in this area. Rather than remove and fully reconstruct the wall (which could introduce unnecessary risk and expanded marine/structural work), the proposed scope restores alignment and appearance by constructing the new level-top planter wall segments and tying them into adjacent existing walls per Detail C5/LS506. Where the new planter wall intersects the park bulkhead cap, reinforcing will be post-installed into the existing cap/footing using epoxy anchors (#8 reinforcing with 6-inch embedment and 3-inch cover), and final alignment will be field-coordinated to account for any existing bulkhead cap projections. This solution closes the gap created by settlement/rotation, provides a clean and continuous

finished condition at a high-visibility entrance, and accomplishes the repair without disturbing the existing spread-footing-supported wall system more than necessary.

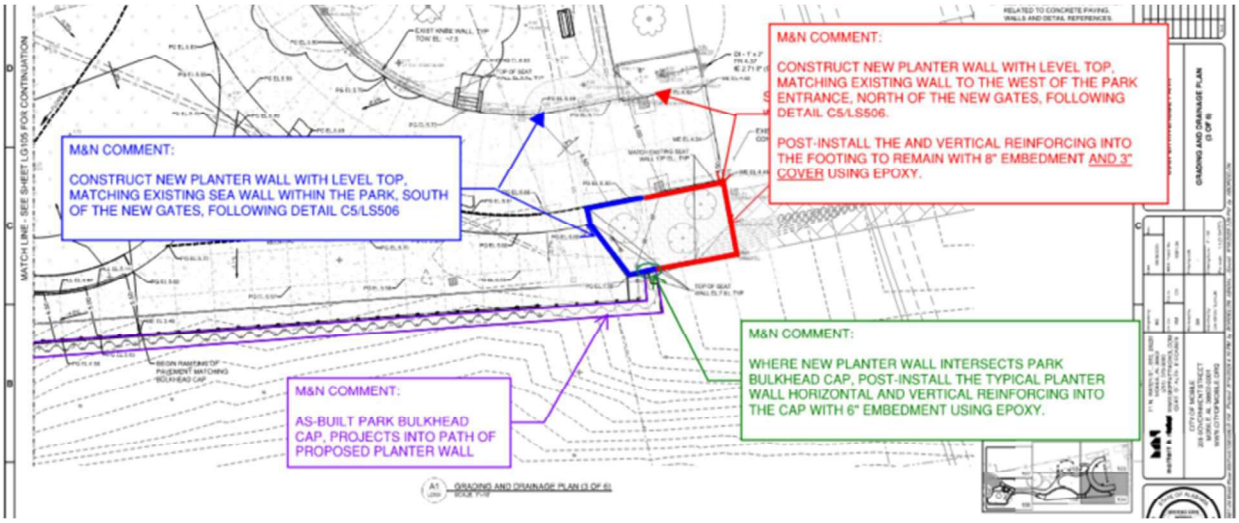


Figure 2: Elevation - Mudline Conditions Waterside of New Bulkhead

These photos show that the waterside planter bank/slope is supported by riprap revetment, and they also document the planter wall's lateral shift/rotation that has opened a 5" gap between the wall and the adjacent brick/scupper pad.



Photo 1 Waterside planter bank/slope supported by riprap revetment



Photo 2 planter wall's lateral shift/rotation

During the South Coffer Cell (SCC) bulkhead construction, the contractor's work required heavy equipment access and staging through the adjacent park hardscape, including areas near the amphitheater. To support bulkhead installation and tieback activities, only limited sawcut and removal of existing pavement was performed at the time; however, repeated construction traffic and temporary access routes affected nearby paver/concrete surfaces beyond the original sawcut limits. As a result, the City has requested restoration and repaving in the impacted areas (including near the amphitheater) to provide a clean, uniform finished condition consistent with the newly improved waterfront.



Image 3: Arial – SCC Bulkhead Construction with Limited Sawcut Limits and Temporary Access Route Through Park



Image 4: This photo shows the pavers near the restrooms were in good condition immediately prior to the start of the SCC construction, before the temporary limestone access road was installed for construction access.

2 Justification for Change Order

The following information is provided in support of the proposed change order and to document the necessity and reasonableness of the cost:

1. Is the work required due to changed field conditions or coordination conflicts?
Yes. Multiple areas adjacent to the Great Lawn/SCC improvements were either (a) intentionally excluded from the original bid package due to budget and funding constraints, or (b) were impacted by construction access and field execution of the separate bulkhead/SCC work. In addition, stakeholder- and City-directed aesthetic and functional preferences were confirmed during construction, including removal of brick banding, replacement of pavers with concrete for uniformity, and coordination updates tied to expanded pavement limits near the amphitheater. Minor settlement/rotation at the Northeast planter wall was also observed during bulkhead construction and requires repair while minimizing risk near the Bankhead Tunnel/outfall infrastructure.

2. Does the change order reflect a new or previously unanticipated scope?
Yes. The change order incorporates restoration/upgrades outside the original Great Lawn Upgrades bid limits (Items 1001–1004), revised paving aesthetic direction (Items 1005–1006), lighting standardization and foundation coordination impacted by expanded repavement limits (Item 1007), pavement replacement in the museum/wharf event area for safety and usability (Item 1008), and a least-invasive repair approach for the Northeast planter wall settlement/rotation to avoid higher-risk work near critical tunnel/outfall infrastructure (Item 1009). This scope was not included in the original bid package and was not fully known until construction activities and stakeholder direction progressed.

3. Is the proposed cost reasonable?
Yes. The proposed costs reflect the labor, equipment, materials, demolition/disposal, and restoration required to complete the added work items in a constructible manner while the contractor remains mobilized and site access is available.

4. Does the work fall under contingency coverage?
No. These items represent added scope and restoration/upgrades beyond the original bid package limits, as well as repair work resulting from construction impacts and field-observed conditions. This change order is not intended to be covered under the original contingency.

5. Recommendation

Moffatt & Nichol recommends approval of Change Order No. 1 in the lump sum amount of **$120,219.68** to incorporate Pay Items 1001 through 1009 as described. The added scope is clearly itemized, and the unit prices align with PLR's original bid schedule/pricing, supporting the reasonableness of the proposed costs. The work is necessary to achieve complete, coordinated finished conditions, address areas impacted by bulkhead/SCC construction access, implement the City's requested paving and lighting standardization (including a pole foundation impacted by the amphitheater pavement scope extension), improve uniformity and functionality in the museum/wharf event area, and perform a least-invasive repair to the Northeast planter wall while minimizing risk near tunnel/outfall infrastructure.

CHANGE ORDER

Prepared By PL Russell

CHANGE ORDER NO.: 1

Owner: **City of Mobile**
Engineer: **Moffat & Nichol, Inc**
Contractor: **PL Russell, LLC**
Project: **Mobile Riverfront Redevelopment – Cooper Riverside Park – Great Lawn Upgrades**
Contract Name: **Mobile Riverfront Redevelopment – Cooper Riverside Park – Great Lawn Upgrades**
Date Issued: February 3, 2026

Owner's Project No.:**PR-029-22**
Engineer's Project No.:
Contractor's Project No.: **25PLR016**
Effective Date of Change Order:

The Contract is modified as follows upon execution of this Change Order:

Description:

Addition of 1,073 sy area to be cleared, sod added with irrigation. Removal and replacement of granite pavers at the restroom due to poor condition. Addition of 192 sy of concrete removal and paving at amphitheater for project uniformity. Requested lighting pole changes. Addition of 17 sy of concrete paving due to removal on prior project. Repair of 12 sy paver section at water box at seawall due to prior subgrade failure. Sawcut, remove and replace 30 lf of Northeast Planter wall due to prior settlement.

Attachments:

Figure 1 and 2

Change in Contract Price	**Change in Contract Times [State Contract Times as either a specific date or a number of days]**
Original Contract Price: $ $2,759,500.00	Original Contract Times: Substantial Completion: 180 Ready for final payment:
[Increase] [Decrease] from previously approved Change Orders No. 1 to No. **N/A** $	**[Increase] [Decrease]** from previously approved Change Orders No.1 to No. **N/A**: Substantial Completion: Ready for final payment:
Contract Price prior to this Change Order: $ $2,759,500.00	Contract Times prior to this Change Order: Substantial Completion: 180 Ready for final payment:
[Increase] Change Order: $ 120,219.68	**[Increase] [Decrease]** this Change Order: Substantial Completion: 0 Ready for final payment:
Contract Price incorporating this Change Order: $ 2,879,719.68	Contract Times with all approved Change Orders: Substantial Completion: 180 Ready for final payment:

	Recommended by Engineer (if required)	Authorized by Owner
By:	D. Saintevron	
Title:	Project Manager/Sr. Marine Structural Engineer	City of Mobile Project Manager
Date:	02/03/2026	02/04/2026

	Authorized by Owner	Approved by Funding Agency (if applicable)
By:		
Title:		
Date:		

PL RUSSELL

January 29, 2026

Moffatt & Nichol
Sai Duvvuri, PE
601 Poydras Street, Suite 1860
New Orleans, LA 70130

Re: PR-029-22 Mobile Riverfront Redevelopment - Cooper Riverside Project - Change Order 1

Mr. Duvvuri,

PL Russell is submitting Change Order 1 addressing the additional work outlined below.

Pay Item	Description	Quantity	Units	Unit Price	Price
1001	Additional Sod, Irrigation and Clearing (1,073 SY)	1	LS	$19,309.00	$19,309.00
1002	Replace Granite with Concrete Paving at Restroom	165	SY	$179.67	$29,645.55
1003	Remove Granite Pavers	165	SY	$7.62	$1,257.30
1004	Repair Paver Section around Water Box at Seawall	12	SY	$67.00	$804.00
1005	Additional Concrete Paving at Amphitheater	192	SY	$179.67	$34,496.64
1006	Sawcut and Remove Concrete Paving	192	SY	$20.90	$4,012.80
1007	Lighting Changes - LP1-12 & LP1-13 are to be the same pole & fixture as LP-1, replace light pole on SE end of project with new to match LP-1/includes foundation	1	LS	$14,140.00	$14,140.00
1008	Additional Concrete Paving at seawall to replace area removed by previous contractor	17	SY	$179.67	$3,054.39
1009	Addition to Concrete Plantar Wall - Northeast Park Entrance	30	LF	$450.00	$13,500.00
				Total:	**$120,219.68**

If you have any questions, do not hesitate to contact me.

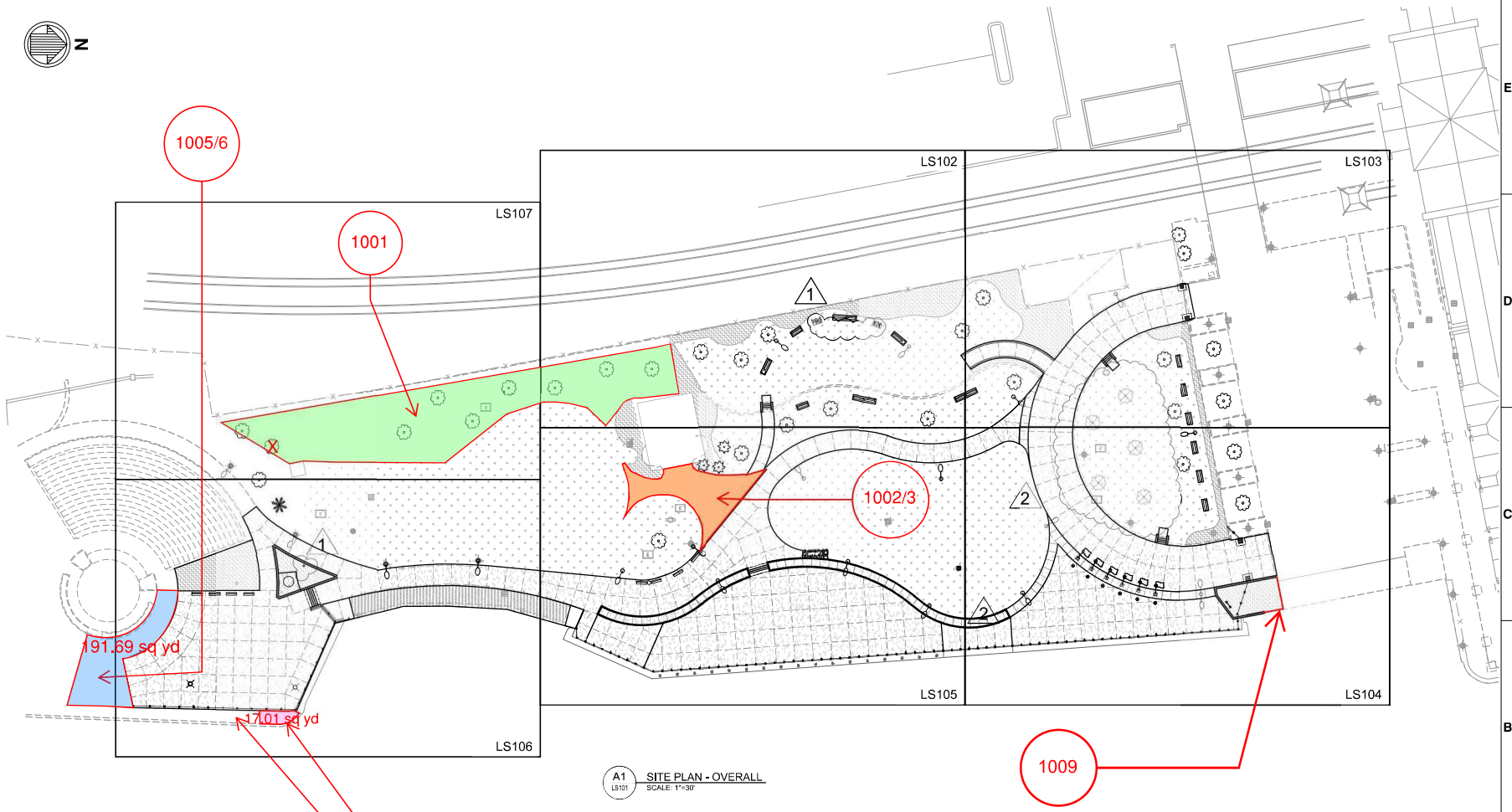
Sincerely,

Jason Prescott

+ 251-385-6091

info@plrussell.com
www.plrussell.com

251 Saint Anthony Street
Mobile, AL 36603
P.O. Box 1623
Mobile, AL 36633



A1 LS101 SITE PLAN - OVERALL
SCALE: 1"=30'

SCALE: 1"=30'

2 ADDENDUM 2: 08/20/25
1 ADDENDUM 1: 08/15/25

ISSUED FOR CONSTRUCTION
DATE: SEPTEMBER 16, 2025

DRAWING SCALES SHOWN BASED ON 22"x34" DRAWING

MOBILE ALABAMA

MOBILE RIVERFRONT REDEVELOPMENT
COOPER RIVERSIDE PARK

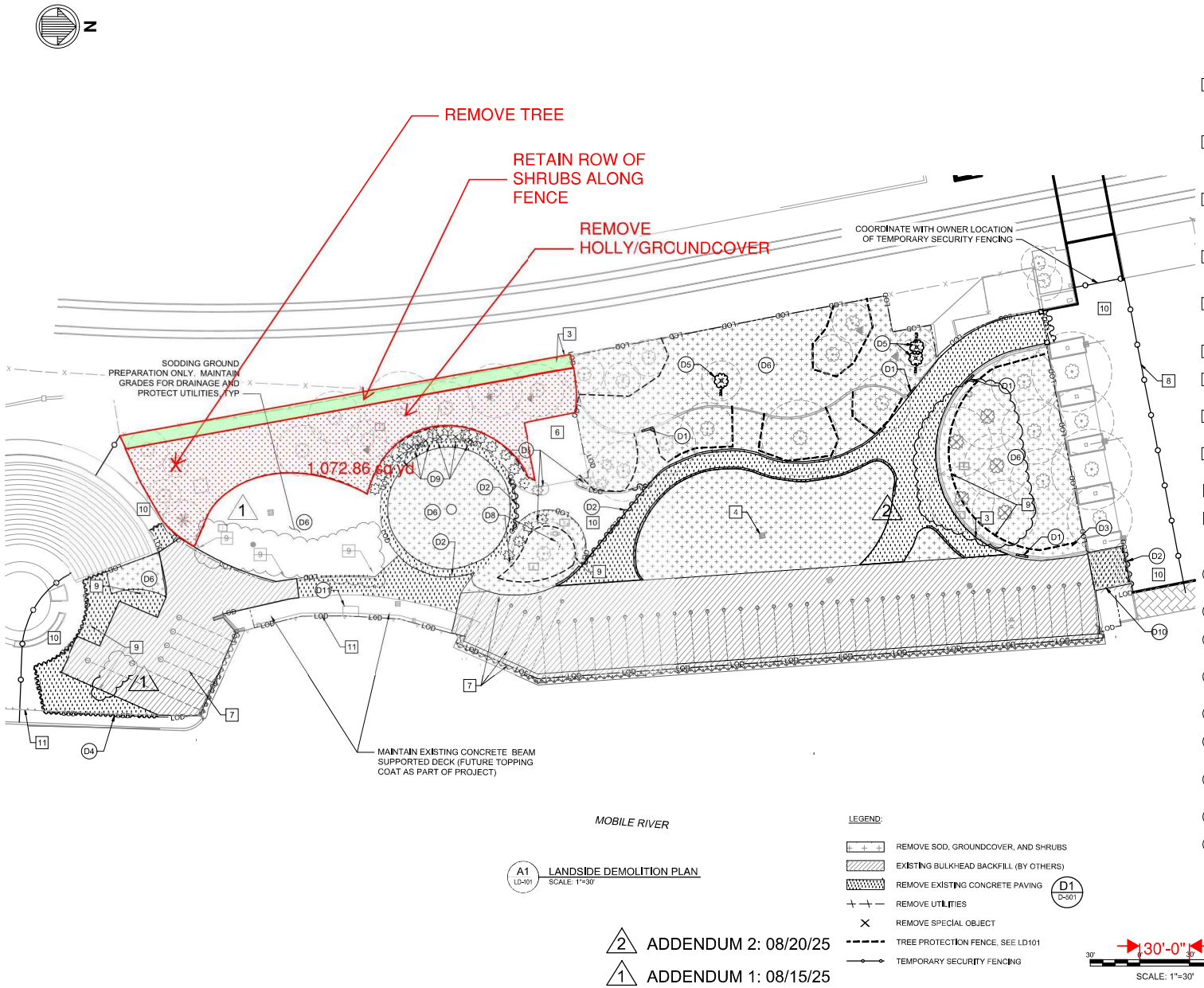
SITE PLAN - OVERALL

mott & nichol
11 N. WATER ST., STE. 22220
MOBILE, AL 36602
(251) 378-9000
WWW.MOFFATTNICHOL.COM
CERT. OF AUTH. # EOA0076

CITY OF MOBILE
205 GOVERNMENT STREET
MOBILE, AL 36602-0001
WWW.CITYOFMOBILE.ORG

STATE OF ALABAMA
BROOKE ERIN MORRIS
9/16/2025
NUMBER 951
REGISTERED LANDSCAPE ARCHITECT
SEAL

Sheet Reference No.
LS101
INDEX: 13 OF 59



A1 LD-101 LANDSIDE DEMOLITION PLAN
SCALE: 1"=30'

LEGEND:

- REMOVE SOD, GROUNDCOVER, AND SHRUBS
- EXISTING BULKHEAD BACKFILL (BY OTHERS)
- REMOVE EXISTING CONCRETE PAVING
- REMOVE UTILITIES
- REMOVE SPECIAL OBJECT
- TREE PROTECTION FENCE, SEE LD101
- TEMPORARY SECURITY FENCING

D1 D-501

30'-0" 30' 0' 30' 60'
SCALE: 1"=30'

GENERAL NOTES:

1 REFER TO SITE PLANS FOR LAYOUT WORKING POINTS.

2 REFER TO ELECTRICAL DEMOLITION PLANS FOR ADDITIONAL INFORMATION AND REQUIREMENTS.

PLAN NOTES:

1 UNLESS OTHERWISE NOTED, CONTRACTOR SHALL PROTECT ALL EXISTING CMU SEAT WALLS, CONCRETE / BRICK COLUMNS, LANDSCAPE PLANTERS, ETC...

2 UNLESS OTHERWISE NOTED, CONTRACTOR SHALL PROTECT ALL EXISTING TREES INCLUDING TREE CRITICAL ROOT ZONES. REFER TO LANDSCAPE PLANS FOR TREE PROTECTION REQUIREMENTS.

3 CONTRACTOR SHALL NOTE LOCATION OF KNOWN FIBER OPTIC UTILITY CONDUITS AND/OR DUCT BANK LOCATED ALONG THE PARKS WESTERN PERIMETER FENCING.

4 EXISTING PARK UTILITIES COMPRISED OF WATER SERVICE PIPING, STORM DRAINAGE AND SANITARY SEWER INFRASTRUCTURE. (BY RECORDS)

5 OWNER WILL REMOVE EXISTING LIGHT POLE FIXTURES PRIOR TO DEMOLITION WORK AS SHOWN ON SHEET G-101.

6 EXISTING RESTROOM BUILDING TO REMAIN

7 EXISTING MARINE STRUCTURES INSTALLED BY OTHERS.

8 COORDINATE WITH OWNER - LOCATION OF TEMPORARY SECURITY FENCING

9 EXISTING LIGHT POLE AND FOUNDATION (SEE SHEET ED101 FOR INFORMATION)

10 EXISTING PAVEMENT TO REMAIN

11 EXISTING GUARDRAIL / HAND-RAILING TO REMAIN

DEMOLITION NOTES:

D1 PARTIAL DEMOLITION OF CMU SEAT WALL FOR STEP INSTALLATION, TYP, SEE A1 D-501

D2 SAWCUT FULL DEPTH CONCRETE PAVEMENT, TYP

D3 REMOVE EXISTING LIGHT POLE FOUNDATION, TYP POLE SHALL BE SALVAGED, SEE ED101

D4 SAWCUT STAMPED CONC ALONG EXIST BONDING COURSE EDGE.

D5 REMOVE EXISTING TREE, SEE LD101

D6 CLEAR EXISTING GROUND COVER WITHOUT EXCAVATION. REFER TO LANDSCAPE PLANS.

D7 UTILITY LINES TO BE REMOVED AS REQUIRED FOR WHARF CONSTRUCTION. SEE PLAN NOTE 5.

D8 REMOVE CONCRETE FOUNDATIONS

D9 REMOVE AND DISPOSE OF EXISTING FLAGPOLES IN ACCORDANCE WITH PROJECT REQUIREMENTS

D10 PARTIAL DEMOLITION OF PLANTER WALL

D11 REMOVE GATE AND FENCE WITHOUT DEMOLISHING EXISTING GUARDRAIL

2 ADDENDUM 2: 08/20/25
1 ADDENDUM 1: 08/15/25

ISSUED FOR CONSTRUCTION
DATE: SEPTEMBER 16, 2025

DRAWING SCALES SHOWN BASED ON 22"x34" DRAWING

MOBILE ALABAMA

Mark	Description	Date	By
1	ISSUED FOR CONSTRUCTION	9/16/25	BM
2	ADDENDUM 2	10/2/25	BM

MOBILE RIVERFRONT REDEVELOPMENT
COOPER RIVERSIDE PARK

DEMOLITION PLAN

Date: 09/16/2025
Mott Project No.: 10961-04
Drawing code: -
Drawing Scale: 1" = 40'
Plot scale: 1:1 (D SHEET)
Designed by: EG
Drawn by: AB
Reviewed by: BM
Submitted by: SAMIPRAN NUVVURI

mott & nichol
11 N. WATER ST., STE. 20220
MOBILE, AL 36602
(251) 378-9000
WWW.MOFFATTNICHOL.COM
CERT. OF AUTH. # EOA0676

CITY OF MOBILE
205 GOVERNMENT STREET
MOBILE, AL 36602-0001
WWW.CITYOFMOBILE.ORG

STATE OF ALABAMA
BROOKE ERIN MORRIS
9/16/2025
NUMBER 951
REGISTERED LANDSCAPE ARCHITECT
SEAL

Sheet Reference No.
D-101
INDEX: 10 OF 59

File: Q:\BR\10961\04\20 CADD_Active\ 10961-04 Mobil River Wrf\mf10961043-101 - Plotted: 9/16/2025 4:13 PM By: BONZELON, ABIGAIL, Saved: 9/16/2025 4:10 PM By: ABONZELON

PROJECT NO: PR-029-22

TITLE: Mobile Riverfront Redevelopment
Cooper Riverside Park - Great Lawn Upgrades

CONTRACT NO: 5566

FIN. PROJECT NO: G-GOMESA

CONTRACTOR: PL Russell, LLC.

DATE: 2/4/2026

CURRENT CONTRACT AMOUNT: $ 2,759,500.00

TOTAL CONTRACT INCREASE: $ 120,219.68

NEW CONTRACT AMOUNT AFTER CHANGE ORDER NO.1: $ 2,879,719.68

			SCHEDULE			
Scope	**Item #**	**Description**	**Unit**	**Quantity**	**Unit Price**	**Bid Amount**
GENERAL CONDITIONS	1.1	General requirements (Mobilization / Demobilization), bonds, insurances, project administration and management, temporary facilities, construction surveying, record drawing (as-builts) (Not to Exceed 6% of base bid)	Lump Sum	1	$ 180,000.00	$ 180,000.00
Removals/Demolitions	2.1	Demolish luminaires, light pole foundations and electrical lighting conductors as specified on Demo plans. Remove and salvage specified luminaires and light poles. See electrical demolition sheet ED101 and electrical schedule sheet E-601.	Lump Sum	1	$ 1,500.00	$ 1,500.00
	2.2	Remove and salvage for reuse existing site furnishings, wrought iron fencing and gates, cable guardrail and other remaining site furnishings not listed specifically. Refer to sheet G-101.	Lump Sum	1	$ 9,000.00	$ 9,000.00
	2.3	Demolish masonry seat-walls, planter walls, and flagpole foundations. See plans and details.	Lump Sum	1	$ 17,000.00	$ 17,000.00
	2.4	Demolish existing concrete pavement, includes sawcutting pavement where indicated, salvage base material for reuse.	Lump Sum	1	$ 30,000.00	$ 30,000.00
	2.5	Remove existing trees, clearing and grubbing existing lawn, shrubbery and other existing ground covered areas shown on plans.	Lump Sum	1	$ 5,000.00	$ 5,000.00
Temporary Fencing and Erosion Control Measures	3.1	Furnish, install, and maintain temporary 6' chain-link construction security fencing throughout construction. Gates include (if applicable) See plans for location.	Lump Sum	1	$ 6,000.00	$ 6,000.00
	3.2	Furnish, install and maintain sediment & erosion control measures per plans and CBMPP, ADEM and CITY land disturbance requirements. See plan sheet CE101.	Lump Sum	1	$ 45,000.00	$ 45,000.00
	3.3	Furnish, install and maintain tree protection. See Plans and Details.	Lump Sum	1	$ 6,000.00	$ 6,000.00
Site Preparation	4.1	Earthwork, grading and excavation, fine grading.	Lump Sum	1	$ 110,000.00	$ 110,000.00
	4.2	Planting soil, topsoil, and fiber soils per planting schedule and specifications. See plans and details.	Lump Sum	1	$ 7,000.00	$ 7,000.00
Concrete Pavement	5.1	6" Concrete pavement with reinforcement, includes thickened edge, joints and aggregate sub-base shown on plans and details.	Lump Sum	1	$ 707,000.00	$ 707,000.00
	5.2	Concrete topping coat to be installed over existing beam supported concrete deck. Includes roughening existing deck and delegated topping coat concrete design mix to be provided by contractor. See plans and details for location.	Lump Sum	1	$ 27,000.00	$ 27,000.00
	5.3	Concrete bench pads, dimensions vary, includes reinforcement and aggregate sub-base shown on plans and details.	Lump Sum	1	$ 21,000.00	$ 21,000.00
	5.4	Concrete foundation pad for Iberville statue, dimensions vary, includes reinforced concrete pad and pedestal reinforcement and aggregate sub-base shown on plans and details.	Lump Sum	1	$ 18,000.00	$ 18,000.00
	5.5	Concrete light pole pedestals, includes reinforced concrete pad and pedestal reinforcement and aggregate sub-base shown on plans and details.	Lump Sum	1	$ 37,000.00	$ 37,000.00
	5.6	Concrete flag pole foundations, includes reinforcement and aggregate sub-base shown on plans and details.	Lump Sum	1	$ 16,000.00	$ 16,000.00
Concrete Steps and Walls	6.1	Curved concrete integral seat wall with architectural concrete, form liner detailing, reinforcement, and aggregate base. Includes integral concrete steps that bisect the seat wall and its handrails. Backfill behind wall to be included in bid item 5.1 above.	Lump Sum	1	$ 87,000.00	$ 87,000.00
	6.2	Concrete steps and adjacent cheek walls that bisect existing planter walls, includes handrails, reinforcement, and aggregate sub-base shown on plans and details. Upper landings to be included in bid item 6.1 above	Lump Sum	1	$ 67,000.00	$ 67,000.00
	6.3	Concrete access ramp and integral cheek walls, includes reinforcement, aggregate sub-base, pavement joints as shown on plans and details. Backfill behind walls to be included in 5.1 above.	Lump Sum	1	$ 24,000.00	$ 24,000.00
	6.4	Concrete planter wall at northeast park entrance, includes reinforcement, aggregate base, and dowels to connect into existing planter walls at two ends. Backfill behind walls to be included in 5.1 above.	Lump Sum	1	$ 34,000.00	$ 34,000.00
	6.5	Concrete planter wall and integral steps at south project area by amphitheater.	Lump Sum	1	$ 50,000.00	$ 50,000.00
Masonry	7.1	Entrance columns with brick masonry, includes new concrete footings and mounting hardware required to connect refurbished wrought iron gates and fence panels to new entrance columns.	Lump Sum	1	$ 47,000.00	$ 47,000.00
	7.2	Cleaning of existing concrete pavement and masonry within park. See plans for locations.	Lump Sum	1	$ 15,000.00	$ 15,000.00
Site Furnishings	8.1	Installation of Owner Furnished statues. Includes necessary hardware and cleaning of statues installed on new concrete statue pedestals and/or foundation pads. See plans and details.	Lump Sum	1	$ 10,000.00	$ 10,000.00
	8.2	Installation of Owner Furnished benches and waste receptacles. Includes necessary hardware to mount furnishings to pads or concrete pavement. See plans and details. Refurbishment of salvaged benches and waste receptables shall be included in bid item 9.6 below.	Lump Sum	1	$ 17,000.00	$ 17,000.00
	8.3	Installation of Owner Furnished historic sign and bronze plaque.	Lump Sum	1	$ 3,000.00	$ 3,000.00
	8.4	Installation of salvaged wrought iron fencing and gates. Includes gate widening (for northeast entrance) and furnishing new mounting hardware and brackets. Refurbishment of salvaged fencing and gates shall be included in bid item 9.6 below.	Lump Sum	1	$ 24,000.00	$ 24,000.00
	8.5	Install six new aluminum flagpoles. Provide all labor, materials, and equipment required to furnish and as shown on the plans. Work includes pole sleeves, flagpole assemblies, cleats, halyards, finials, flash collars, and all necessary fittings and accessories. Flagpoles shall match height, finish, and style indicated in the contract documents.	Lump Sum	1	$ 142,000.00	$ 142,000.00

PROJECT NO: PR-029-22

TITLE: Mobile Riverfront Redevelopment
Cooper Riverside Park - Great Lawn Upgrades

CONTRACT NO: 5566

FIN. PROJECT NO: G-GOMESA

CONTRACTOR: PL Russell, LLC.

DATE: 2/4/2026

CURRENT CONTRACT AMOUNT: $ 2,759,500.00

TOTAL CONTRACT INCREASE: $ 120,219.68

NEW CONTRACT AMOUNT AFTER CHANGE ORDER NO.1: $ 2,879,719.68

			SCHEDULE			
Scope	**Item #**	**Description**	**Unit**	**Quantity**	**Unit Price**	**Bid Amount**
	8.6	Metal product refurbishing. Contractor shall inspect salvaged metal furnishings at CITY Yard. Refurbishment of metal products includes repairing damaged sections with new materials, welding repairs and/or reinforcement. Contractor shall include in bid sand blasting all salvaged metal materials with new application powder coat paint system. Bidding Contractor may elect to replace salvaged metal materials with new furnishings as part of this bid item in lieu of refurbishing them. This bid item includes benches, waste receptacles, and wrought iron fencing and gates. Guardrail refurbishment shall be included in bid item 10.1 below. Light poles refurbishment shall be included in bit item 13.1.	Lump Sum	1	$ 24,000.00	$ 24,000.00
Guardrail Systems	9.1	Installation of salvaged cable guardrail to be located along river bulkheads. Contractor shall inspect salvaged cable guardrail components located at CITY yard. Bid shall include utilizing existing guardrail cables, support posts, tensioners, etc... Contractor shall include new post support brackets in bid to flush mount the guardrail onto concrete pavement. Refurbishment of metal products includes repairing damaged sections with new materials, welding repairs, and or/reinforcement. Contractor shall include in bid sand blasting all salvaged metal materials with new application of powder coat paint system. Bidding Contractor may elect to replace salvaged guardrail with new cable guardrail system as described in bid item 10.2 as part of this bid item in lieu of refurbishing the existing salvaged guardrails.	Lump Sum	1	$ 284,000.00	$ 284,000.00
	9.2	Fabrication and installation of new cable guardrail system to be located along lower level and transition levels of river bulkhead. See plans and details	Lump Sum	1	$ 111,000.00	$ 111,000.00
Landscaping	10.1	Furnish and Install trees, shrubs, perennials, and groundcover. See planting schedule on sheet LP501 for quantity and information. Include furnishing and installing mulch and root barrier. Includes maintenance through warranty period. Planting bed preparation and soils to be included in bid item 5.2 above.	Lump Sum	1	$ 53,000.00	$ 53,000.00
	10.2	Furnish and install turf grass. See planting schedule on sheet LP501 for information. Includes maintenance through warranty period. Topsoil and fiber soil to be included in bid item 5.2.	Lump Sum	1	$ 67,000.00	$ 67,000.00
	10.3	Repair, reconnect, and expand existing irrigation system to include new lawn and planting areas. Includes design and construction of system.	Lump Sum	1	$ 35,000.00	$ 35,000.00
Site Drainage	11.1	Remove existing drainage inlet, provide new drainage inlet or reuse existing if suitable. (includes backfill)	Lump Sum	1	$ 8,000.00	$ 8,000.00
	11.2	Wall underdrain systems. Repair existing wall underdrains where impacted by new step locations. Provide complete system with fittings, filter sock to reconnect new underdrains to existing pipes. Provide new underdrains, geotextile fabric and washed drainage stone behind new planter walls per plans and details. Provide connection to existing storm line with solid PVC drain line.	Lump Sum	1	$ 23,000.00	$ 23,000.00
Electrical	12.1	Furnish and install light poles, luminaires, and mounting arms. See plan sheet E-101 and fixture schedule sheet E-601. Include refurbishment of salvaged light poles and fixtures. Refurbishment of metal light poles includes repairing damaged sections with new materials, welding repairs, and/or reinforcement. Contractor shall include in bid sand blasting all salvaged materials with new application of powder coat paint system. Bidding Contractor may elect to replace salvaged metal materials with new furnishings in lieu of refurbishing them.	Lump Sum	1	$ 350,000.00	$ 350,000.00
	12.2	Electrical conduits, conductors, with trenching, backfill, and handholes for complete site electrical integration with existing electrical infrastructure.	Lump Sum	1	$ 42,000.00	$ 42,000.00
					Bid Contract total:	**$ 2,759,500.00**

	Item #	**Description**	**Unit**	**Quantity**	**Unit Price**	**Amount**
CHANGE ORDER NO.1	1001	Additional Sod, Irrigation and Clearing (1,073 SY)	Lump Sum	1	$ 19,309.00	$ 19,309.00
	1002	Replace Granite with Concrete Paving at Restroom (165 SY)	Square Yards	165	$ 179.67	$ 29,645.55
	1003	Remove Granite Pavers (165 SY)	Square Yards	165	$ 7.62	$ 1,257.30
	1004	Repair Paver Section around Water Box at Seawall (12 SY)	Square Yards	12	$ 67.00	$ 804.00
	1005	Additional Concrete Paving at Amphitheater (192 SY)	Square Yards	192	$ 179.67	$ 34,496.64
	1006	Sawcut and Remove Concrete Paving (192 SY)	Square Yards	192	$ 20.90	$ 4,012.80
	1007	Lighting Changes - LP1-12 & LP1-13 are to be the same pole & fixture as LP-1, replace light pole on SE end of project with new to match LP-1/includes foundation	Lump Sum	1	$ 14,140.00	$ 14,140.00
	1008	Additional Concrete Paving at seawall to replace area removed by previous contractor	Square Yards	17	$ 179.67	$ 3,054.39
	1009	Addition to Concrete Plantar Wall - Northeast Park Entrance	Linear Feet	30	$ 450.00	$ 13,500.00
					Change Order No.1 total:	**$ 120,219.68**
					Contract Amount after Change Order:	**$ 2,879,719.68**

MOBILE
ALABAMA

CITY OF MOBILE
Programs and Project Management
205 Government Street, 2nd Floor
Mobile, AL 36602

PROJECT: Mobile Riverfront Redevelopment, Cooper Riverside Park, Great Lawn Upgrades

CHANGE ORDER NO: TWO (2)

PROJECT NO: PR-029-22 **DATE:** March 24, 2026

TO CONTRACTOR: PL Russell, LLC. **CONTRACT DATE:** November 24, 2025

ADDRESS: 251 Saint Anthony St., Mobile, AL 36603

TERMS: You are hereby authorized to make the following changes hereto:

1. Increase the contract amount to $2,944,058.30.
2. Complete the scope as referenced in the attachments.
3. Extend contract Substantial Completion date to June 22, 2026 (210 calendar days).

THE CONTRACT HAS CHANGED AS FOLLOWS:

Original Contract Sum	$2,759,500.00
Net change by previously authorized Change Orders	$120,219.68
Contract Sum prior to Change Order No.2	$2,879,719.68
Contract Sum will be INCREASED by Change Order No.2 in the amount of	$64,338.62
New Contract Sum including this Change Order will be	$2,944,058.30
Contract Substantial Completion date prior to Change Order No.2	May 22, 2026
Contract Substantial Completion date will EXTEND to	June 22, 2026

As of this Change Order No.2, the Contract Sum is $2,944,058.30, and the Substantial Completion date is June 22, 2026.

NOT VALID UNTIL SIGNED BY THE CONTRACTOR AND OWNER

ATTEST:

PL Russell, LLC. / Responsible Official

3/31/2026

Date

Spiro N. Cheriogotis, Mayor

ATTEST:

City Clerk / ASSISTANT

MOBILE
ALABAMA

JUSTIFICATION FOR CHANGE ORDER

PROJECT:	MOBILE RIVERFRONT REDEVELOPMENT, COOPER RIVERSIDE PARK, GREAT LAWN UPGRADES
CHANGE ORDER NO:	TWO (2)
CONTRACTOR:	PL RUSSELL, LLC.
PROJECT NO:	PR-029-22
MUNIS PROJECT NO.:	G-GOMESA
CONTRACT NO:	5566
VENDOR NO:	299374

The attached Change Order number two (2) to contract with PL Russell, LLC., dated March 24, 2026, is required because of the following:

[ ] 1. Unusual and difficult circumstances which arose during the course of the execution of the contraction with could not have been reasonable 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 memo.

[X] 6. Other: See attached detailed summary.

In addition to the attached memo and detailed summary, the cost is both fair and reasonable, and it is recommended for the City of Mobile to have this work done by change order because the Contractor is already mobilized and has the required machinery and trades at the site, reducing unit costs. It would also allow for the inclusion of all work under one warranty.

Jake Clements
Project Manager, Programs and Project Management

April 22, 2026

Subject: Change Order No. 2 – Mobile Riverfront Redevelopment – Cooper Riverside Park (Great Lawn Upgrades)

Dear Councilmembers,

Attached for your review is **Change Order No. 2** to the contract between the City of Mobile (Owner) and PL Russell LLC. (Contractor) for the **Mobile Riverfront Redevelopment – Cooper Riverside Park (Great Lawn Upgrades)**, COM Project No. PR-029-22.

This Change Order includes park enhancements and product substitutions requested by key stakeholders, incorporates items encountered during project execution, and extends the contract's **Substantial Completion date to June 22, 2026**.

The total net increase to the contract amount is **$64,338.62**, reflecting the costs of materials and labor for the listed tasks, as detailed in the attachments.

We appreciate your continued support and communication on this important infrastructure project. Should you have any questions, please contact **Jennifer Greene** at (251) 208-7199 or via email at jennifer.greene@cityofmobile.gov or Jake Clements at (251) 208-1138 or via email at jake.clements@cityofmobile.gov.

Respectfully,

Jennifer Greene
Director of Programs and Project Management
Public Works

moffatt & nichol

11 N. Water St., Suite 20220
Mobile, AL 36602

(251) 378-9000
www.moffattnichol.com

MEMORANDUM

To:	**Jake Clements, Project Manager, City of Mobile, AL**
From:	Sai Kiran Duvvuri, P.E.
Date:	03/26/2026
Subject:	Cooper Riverside Park Great Lawn Upgrades – Change Order No. 2 – Justification Memo
M&N Job No.:	10961-04/05/06

1 Background

The Great Lawn Upgrades package was originally scoped and bid separately with limited available funding and with the understanding that major bulkhead/SCC construction was delivered under a separate contract. To preserve budget and maintain a path to reopening the park, the City's direction during design and bidding was to prioritize essential repairs and to salvage/repurpose serviceable park elements (light poles, convenience receptacles, etc.) where feasible. As construction progressed and stakeholder preferences were refined, some existing devices that were previously outside the park package scope of work or new devices requested, now warrant restoration or upgrades to meet overall functionality and aesthetic expectations for the Cooper Waterfront Park.

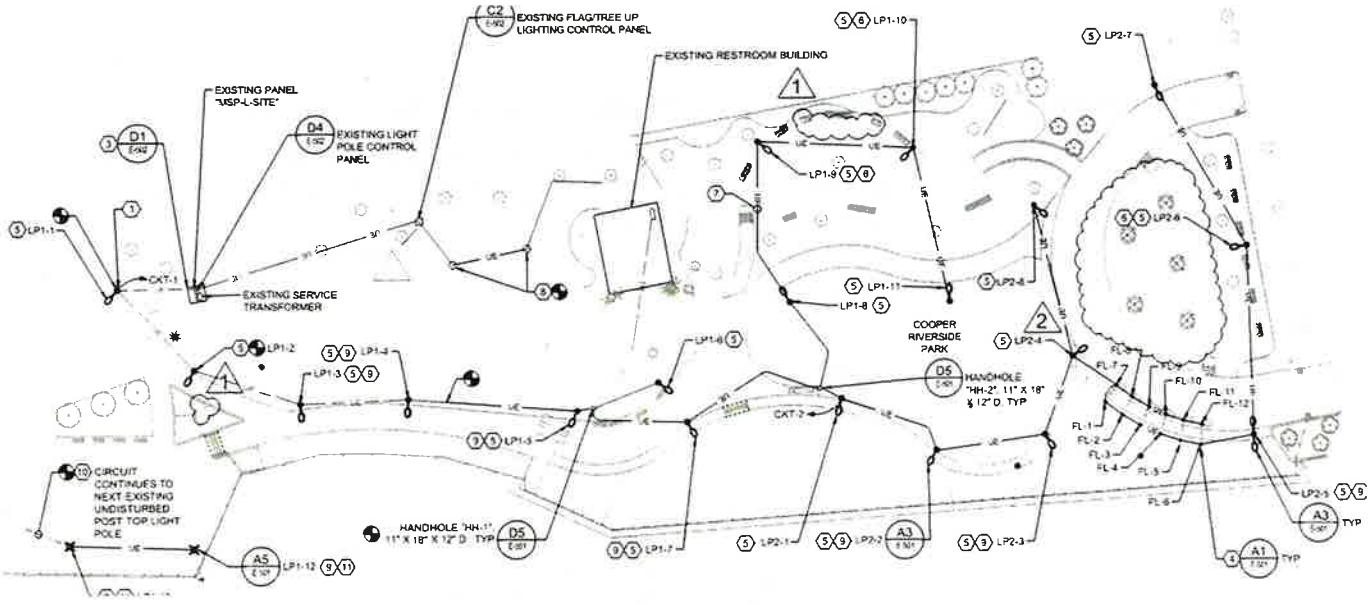


Figure 1: Plan - As bid scope of park upgrades

The latest approved change order also includes additional stakeholder-requested hardscape, accessibility, drainage, and furnishing revisions, as well as deductive removal of the flag poles and associated

foundations from this package so those flags can instead be incorporated into the future roundabout project in front of the park, where they will have improved visibility and aesthetics.

1010 – Out-of-scope convenience receptacle replacement/relocation

This device was intentionally excluded from the Great Lawn Upgrades bid package and remained unaffected by the park improvements scope. The exclusion was consistent with earlier budget constraints and available GOMESA funding and aligned with the City's direction at the time to limit scope to the essential repairs to reopen the park following the bulkhead program. This change incorporates stakeholder-requested work to complete the park experience and better align the finished conditions with current expectations.



Figure 2: Item 1010 Plan

1011 – Restoration of device impacted by bulkhead/SCC construction

Similar to Item 1010, this device was originally planned to remain in place (reuse/repurpose existing site features) to preserve funding for critical bulkhead repairs and reopening efforts. The electrical contractor discovered conduit and wire damage prior to mobilization, most likely happening during execution of the separate bulkhead/SCC work. This change incorporates stakeholder-requested work to complete the park experience and better align the finished conditions with current expectations.

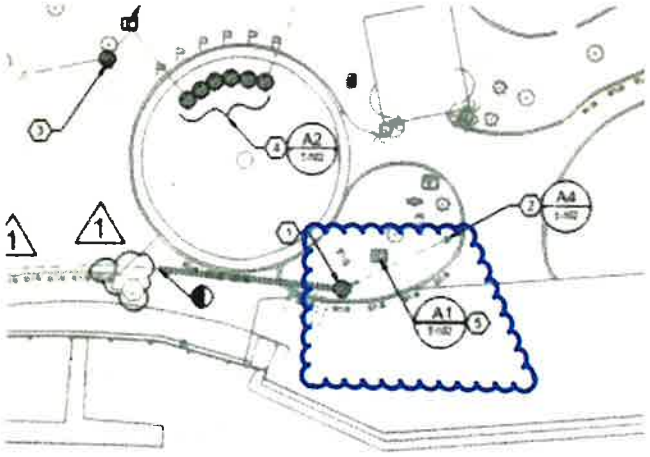


Figure 3: Item 1011 Plan

1012 – Additional scope to provide new amphitheater convenience receptacle pedestal

In the original bid documents this device was not included in the Great Lawn Upgrades bid package. Moffatt & Nichol was not made aware by the stakeholders during the design period about the desire for this device, therefore the exclusion was consistent with earlier budget constraints and available GOMESA funding and aligned with the City's direction at the time to limit scope to the essential repairs to reopen the park following the bulkhead program. This change incorporates stakeholder-requested work to complete the park experience and better align the finished conditions with current expectations.

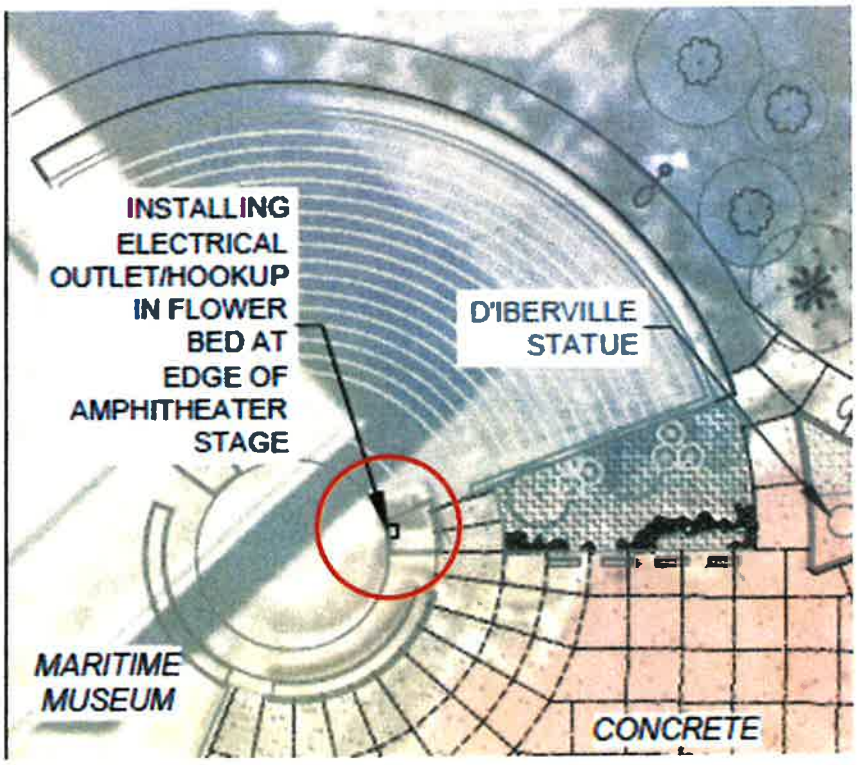


Figure 4: Item 1012 Plan

1013 – Restoration of comm materials impacted by bulkhead/SCC construction

This run of conduit was originally planned to remain in place (reuse/repurpose existing site CCTV) to preserve funding for critical bulkhead repairs and reopening efforts. During execution of the separate bulkhead/SCC work, communications conduit had to be removed for a LP-1-5 foundation demolition. This change is to reconnect the existing comm conduit runs to the new light pole foundations required for a fully operationally CCTV system.

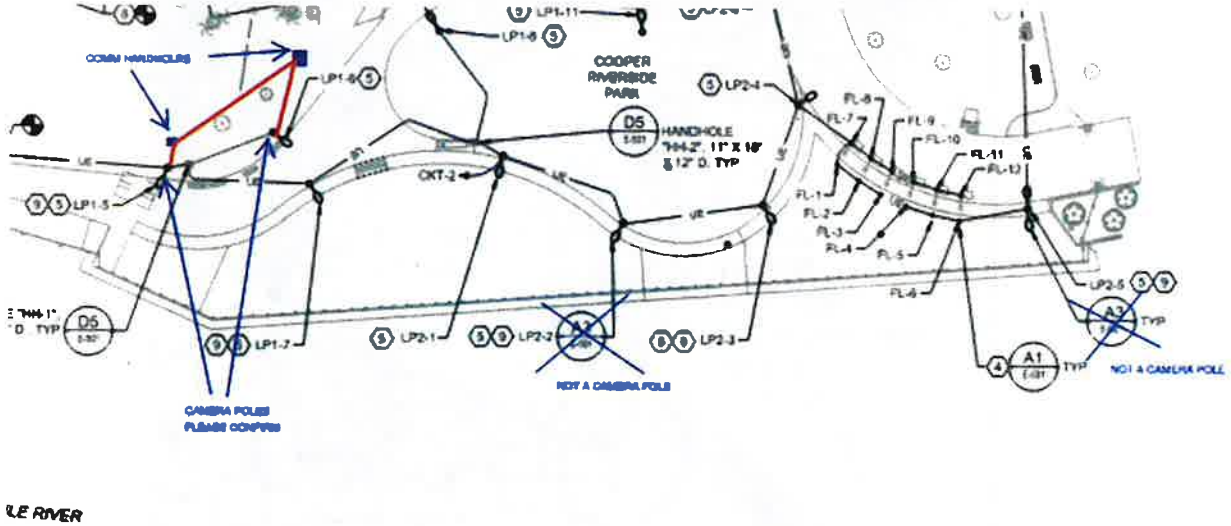
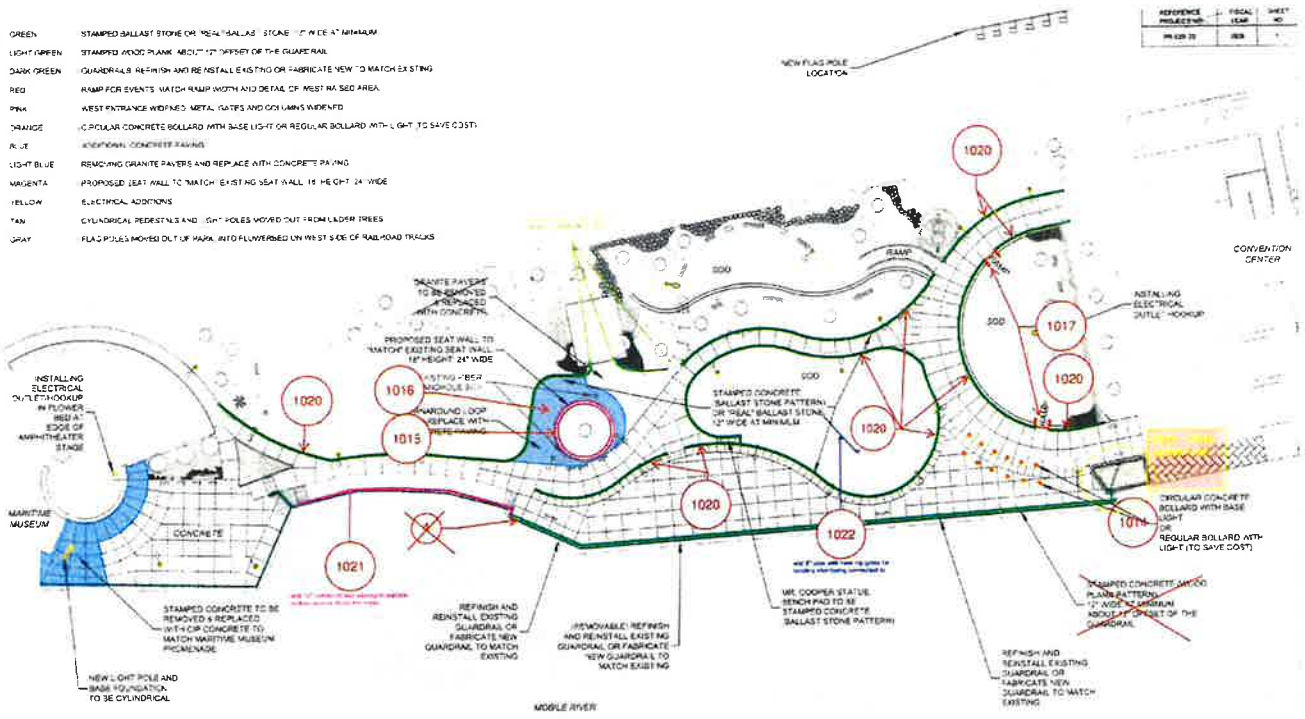


Figure 5: Item 1013 Plan

Additional stakeholder-requested park upgrades included in the approved Change Order No. 2 are summarized below. These items refine the final park layout, improve functionality and finish continuity, and address related restoration/drainage needs while the contractor remains mobilized and access is

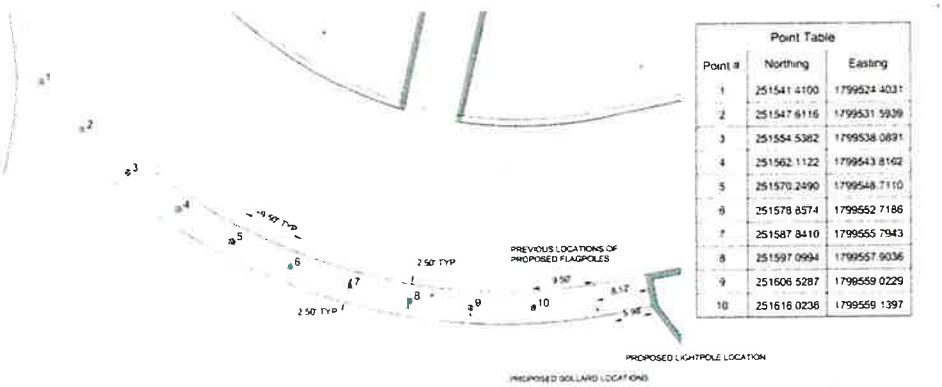


available.

Figure 6: Stakeholder-requested changes associated with Pay Items 1014-1023 and related deduct items in the approved Change Order No. 2 markup.

1014 – Furnish and install surface-mount bollards

This item reflects a stakeholder-requested revision to the originally proposed site furnishing and edge-control approach. During design and bidding, the City directed the team to focus limited available funding on the highest-priority work necessary to reopen the park following the bulkhead program, so these features were not included in the original Great Lawn Upgrades bid package.



Point Table

Point #	Northing	Easting
1	251541.4100	1799524.4031
2	251547.6116	1799531.5939
3	251554.5362	1799538.0891
4	251562.1122	1799543.8162
5	251570.2490	1799548.7110
6	251578.8574	1799552.7186
7	251587.8410	1799555.7943
8	251597.0994	1799557.9036
9	251606.5287	1799559.0229
10	251616.0238	1799559.1397

Figure 7: Proposed Bollard Layout and Previous Flagpole Locations

As the project advanced, stakeholders requested that the flagpoles be relocated to this area in lieu of installing the originally contemplated bollards in order to better highlight the park entrance, improve visibility and aesthetics, and serve a dual purpose as both a visual feature and a deterrent to vehicle access. This revision also helps protect the bulkhead tie-back zone, which is limited to a live load of 200 psf, by discouraging vehicular loading in that area while better aligning the completed park with the stakeholder vision for the waterfront.

1015 – Circular seat wall at oak tree

This circular or elliptical seat wall is a stakeholder-requested architectural/site feature intended to create a finished focal point around the existing oak tree and better organize this portion of the park. The feature was not part of the original bid documents because earlier scope decisions were driven by budget constraints and the need to prioritize essential restoration work. Adding the seat wall now improves usability, aesthetics, and continuity with the upgraded park character.

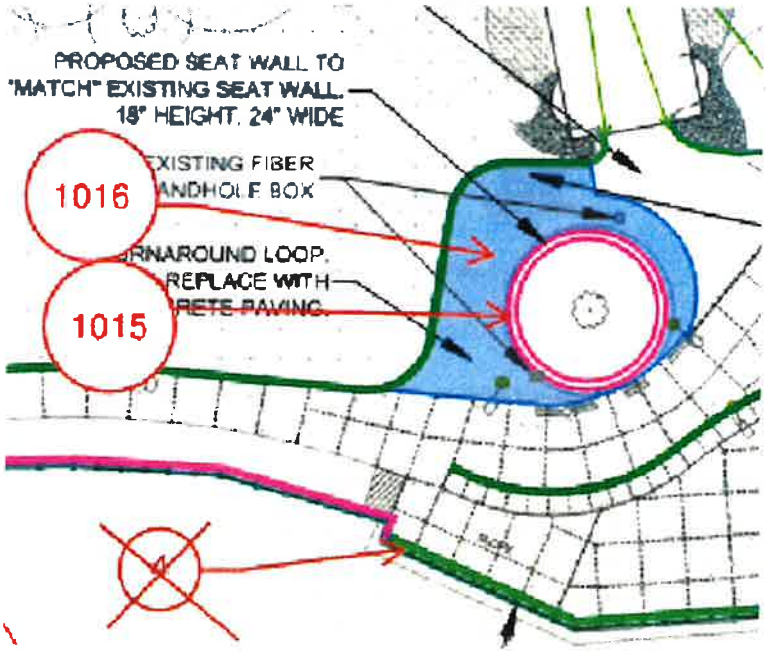


Figure 8: Proposed Circular Seat Wall at Existing Oak Tree and adjacent Pavement

1016 – Additional concrete paving at circular seat wall

This paving is directly associated with Item 1015 and is required to implement the circular seat wall in a complete and constructible manner. It provides the necessary tie-in paving, circulation area, and finished surface around the new feature so the area functions as an integrated part of the revised park layout rather than as an isolated add-on.

1017 – West and east ramp and cheek walls including demolition

These access revisions are stakeholder requested and improve pedestrian/event functionality while better matching the adjacent raised-area layout and final park geometry. This scope was not included in the original bid package and requires associated demolition and cheek wall work to properly revise the approach conditions and provide a complete, coordinated finished result.

1019 – Stamped concrete at Cooper bench

This item reflects a stakeholder-requested aesthetic enhancement at the Cooper bench area. Rather than leaving a plain pad treatment, the stamped concrete provides a more intentional feature surface consistent with the upgraded waterfront character and the other finish refinements being incorporated into the park.

1019 – Belgard tumbled concrete pavers

This hardscape revision is also stakeholder requested and adds a more deliberate paving treatment in select areas to better complement the revised layout and final appearance of the park. The work was not part of the original base scope and is being added now as part of the broader stakeholder-directed finish refinements.

1020 – Additional topping coating to replace broken pavers

This item became necessary during removal of the existing pavers, as the adjacent concrete was damaged in the process. The concrete in this area is older pavement dating back to the original tunnel construction, and its age and condition made it more susceptible to breaking during demolition of the adjoining paver surfaces. This work restores the damaged paving and provides a cleaner, more uniform finished condition in areas affected by field adjustments and final layout refinements.

1021 – Install 8-inch HDPE pipe and 2-foot by 2-foot inlet grate

This item became necessary to restore drainage infrastructure that was damaged during the bulkhead construction and is now beyond practical repair. The damage occurred in connection with construction activities and repeated movement of fill materials associated with the bulkhead work, including material that was relocated multiple times during the 2025 storm events and, at times, moved out of the park area at the direction of the Mayor Simpson. As a result, the original drainage function in this area was compromised. The installation of the new 8-inch HDPE pipe and 2-foot by 2-foot inlet grate is required to reestablish positive drainage, collect runoff in a controlled manner, and properly tie the area back into the existing drainage system so the revised paving and restoration improvements can function as intended.

1022 – Pressure wash amphitheater

This item is a City/M&N directed restoration/cleanup measure intended to bring the amphitheater area to a clean, consistent condition relative to the adjacent completed improvements. Performing the work as part of this change order is reasonable because the contractor is already mobilized and the effort is directly related to the overall finish and presentation of the improved park.

1023 – Jointing at topping slab (backer and bond-breaker tape)

This item became necessary after removal of the existing pavers exposed a previously concealed separation in the underlying pavement/topping slab area. This pavement is supported by a cantilevered structural platform that was constructed over the tunnel during the original tunnel work to connect the park and museum buildings. The exposed separation appears to be the result of long-term movement and deterioration of the original expansion joint/crack treatment, which could not be observed while the pavers were in place. Providing proper jointing materials, including backer rod and bond-breaker tape, is necessary to accommodate movement at this interface, improve constructability of the repair, and provide a more durable finished installation. This treatment will help reduce the potential for premature cracking, reflective distress, and sealant failure in the restored topping slab area.

Deduct item – Remove from scope: installation of flag poles

This deductive change was stakeholder suggested and reflects the decision to remove the flag poles from the current park package. Stakeholders determined the flags will be better suited to the future roundabout project in front of the park, where they will have improved visibility and a more appropriate civic/aesthetic presence.

Deduct item – Remove from scope: concrete flagpole foundations

This deductive item is directly tied to the removal of the flag poles from the current package. Because the flag installation is being deferred to the future roundabout project, the associated foundations, reinforcement, and aggregate sub-base are no longer required as part of this Great Lawn Upgrades change order work.

Contract Time Adjustment – Additional 30 Calendar Days

An additional 30 calendar days is justified to accommodate the added and revised work associated with this change order, including stakeholder-requested scope revisions, field-driven restoration items, and coordination of the final park layout. The added work affects multiple activities that must be sequenced with the ongoing construction operations, including procurement, layout verification, demolition/restoration tie-ins, drainage improvements, joint treatment, and installation of revised site features. Several of these items also resulted from conditions uncovered during demolition or from refinements made after stakeholder review, which could not be fully incorporated into the original contract duration. Accordingly, the total contract duration is recommended to be revised from the original 180 calendar days to 210 calendar days. This additional time will provide a reasonable period for the Contractor to complete the extra work in an orderly manner without compromising quality and will allow the revised improvements to be properly incorporated into the finished project.

2 Justification for Change Order

The following information is provided in support of the proposed change order and to document the necessity and reasonableness of the cost:

1. Is the work required due to changed field conditions or coordination conflicts?

   Yes. The approved change order includes a combination of stakeholder-requested scope refinements, finish enhancements, access revisions, and supporting drainage/restoration items that were not part of the original bid package due to earlier budget and funding constraints. It also includes deductive scope revisions reflecting the later stakeholder decision to remove the flag poles and associated foundations from this package and shift that improvement to the future roundabout project in front of the park.

2. Does the change order reflect a new or previously unanticipated scope?

   Yes. The change order incorporates additional site furnishing, hardscape, seating, accessibility, drainage, cleaning, and detailing work beyond the original Great Lawn Upgrades bid scope, along with deductive removal of the flag pole work. These refinements were not fully defined or directed during the original design/bid phase and were confirmed as stakeholder preferences as construction and coordination progressed.

3. Is the proposed cost reasonable?

   Yes. The proposed cost is reasonable and is based on similar bid pricing from the original bid package. The pricing is consistent with the nature of the added and revised work, including labor, equipment, materials, demolition/disposal, drainage work, and restoration needed to complete the approved revisions in a constructible manner while the contractor remains mobilized and site access is available. The deductive items also appropriately credit work that will no longer be performed under the current package.

4. Does the work fall under contingency coverage?

   No. These items represent added stakeholder-directed scope and related supporting work beyond the original bid package limits, along with deductive realignment of the flag pole scope to a future project. This change order is not intended to be covered under the original contingency.

5. Recommendation

   Moffatt & Nichol recommends approval of Change Order No. 2, as revised and approved, in the net lump sum amount of $64,338.62 to incorporate the added Pay Items 1010 through 1023 described above, less the deductive removal of the flag poles and associated foundations from the current package. Moffatt & Nichol also recommends revising the total contract duration from the original 180 calendar days to 210 calendar days to accommodate the added and revised work. The approved change order is reasonable, clearly itemized, and necessary to achieve complete, coordinated finished conditions, implement the stakeholders requested revisions, and realign the flag installation to the future roundabout project where it will provide better visibility and aesthetics.

CHANGE ORDER 2

Prepared By PL Russell

CHANGE ORDER NO.: 2

Owner: **City of Mobile**
Engineer: **Moffat & Nichol, Inc**
Contractor: **PL Russell, LLC**
Project: **Mobile Riverfront Redevelopment – Cooper Riverside Park – Great Lawn Upgrades**
Contract Name: **Mobile Riverfront Redevelopment – Cooper Riverside Park – Great Lawn Upgrades**
Date Issued:

Owner's Project No.:**PR-029-22**
Engineer's Project No.:
Contractor's Project No.: **25PLR016**

Effective Date of Change Order:

The Contract is modified as follows upon execution of this Change Order:

Description:

REPLACE CONDUIT, CONDUCTORS, PANEL, & RECEPTACLES THE RECEPTACLE PEDESTAL WILL BE BUILT LIKE DETAIL C1 ON E-502 THE CONDUIT, CONDUCTORS, & PANEL WERE DAMAGED PRIOR TO CONSTRUCTION THE PEDESTAL IS BEING MOVED TO THE NORTH END OF THE PLANTER. REPLACE CONDUIT & CONDUCTORS TO RECEPTACLE PEDESTAL MARKED A1/E-502 REPLACE RECEPTACLES AND COVERS LOAD CENTER AND RECEPTACLE BOXES TO REMAIN CONDUIT & WIRE WERE DAMAGED BEFORE WE MOBILIZED ON SITE. FURNISH & INSTALL RECEPTACLE PEDESTAL IN PLANTER ADJACENT TO THE AMPITHEATER PER SITE PLAN REVISED DATE 1/27/26 INCLUDES (2) RECEPTACLES ON (1) 120-VOLT CIRCUIT INCLUDES MOUNTED PANEL PER MODEL NUMBER GIVEN IN THE BILL OF MATERIAL EXCLUDES STRUCTURAL DESIGN OF CONCRETE FOUNDATION. ADD CONDUIT FOR CABLING TO BE INSTALLED TO CAMERAS & CABLING TO BE FURNISHED & INSTALLED BY OTHERS. FURNISH & INSTALL (10) SURFACE MOUNT BOLLARDS CIRCUIT #2 TO BE USED. CIRCULAR SEAT WALL AT OAK TREE. ADDITIONAL CONCRETE PAVING AT CIRCULAR SEAT WALL. WEST RAMP AND CHEEK WALLS INCLUDING DEMO. STAMPED CONCRETE AT COOPER BENCH. BELGARD TUMBLED CONCRETE PAVERS. ADDITIONAL TOPPING COATING TO REPLACE BROKEN PAVERS. INSTALL 8" HDPE PIPE (60 LF) AND 2' X 2' INLET GRATE. REMOVE FROM SCOPE - INSTALLATION OF FLAG POLES. PRESSURE WASH AMPHITHEATER. REMOVE FROM SCOPE - CONCRETE FLAG POLE FOUNDATIONS, INCLUDES REINFORCEMENT AND AGGREGATE SUB-BASE SHOWN ON PLANS AND DETAILS.

Attachments:

Location Figures

Change in Contract Price	**Change in Contract Times [State Contract Times as either a specific date or a number of days]**
Original Contract Price: $ $2,759,500.00	Original Contract Times: Substantial Completion: 180 Ready for final payment:
[Increase] [Decrease] from previously approved Change Orders No. 1 to No. **N/A** $	**[Increase]** from previously approved Change Orders No.1 to No. 2: Substantial Completion: 30 Ready for final payment:
Contract Price prior to this Change Order: $ $2,879,719.68	Contract Times prior to this Change Order: Substantial Completion: 180 Ready for final payment:
[Increase] Change Order: $ $64,338.62	**[Increase]** this Change Order: Substantial Completion: 30 Ready for final payment:
Contract Price incorporating this Change Order: $ 2,944,058.30	Contract Times with all approved Change Orders: Substantial Completion: 210 Ready for final payment:

	Recommended by Engineer (if required)	Authorized by Owner
By:	D. Saintevan	[signature]
Title:	Project Manager	City of mobile Project Manager
Date:	03/24/2026	03/24/2026

	Authorized by Owner	Approved by Funding Agency (if applicable)
By:		
Title:		
Date:		

PL RUSSELL

March 19, 2026

Moffatt & Nichol
Sai Duvvuri, PE
601 Poydras Street, Suite 1860
New Orleans, LA 70130

Re: PR-029-22 Mobile Riverfront Redevelopment - Cooper Riverside Project - Change Order 2

Mr. Duvvuri,

PL Russell is submitting Change Order 2 addressing the additional work outlined below. Attached is are figures indicating the item locations.

Pay Item	Description	Quantity	Unit	Unit Price	Price
1010	REPLACE CONDUIT, CONDUCTORS, PANEL, & RECEPTACLES THE RECEPTACLE PEDESTAL WILL BE BUILT LIKE DETAIL C1 ON E-502 THE CONDUIT, CONDUCTORS, & PANEL WERE DAMAGED PRIOR TO CONSTRUCTION THE PEDESTAL IS BEING MOVED TO THE NORTH END OF THE PLANTER NO DETAILS/ENGINEERING PROVIDED BY THE DESIGN TEAM	1	LS	$15,326.00	$15,326.00
1011	REPLACE CONDUIT & CONDUCTORS TO RECEPTACLE PEDESTAL MARKED A1/E-502 REPLACE RECEPTACLES AND COVERS LOAD CENTER AND RECEPTACLE BOXES TO REMAIN CONDUIT & WIRE WERE DAMAGED BEFORE WE MOBILIZED ON SITE NO DETAILS/ENGINEERING FROM THE DESIGN TEAM PROVIDED	1	LS	$5,091.00	$5,091.00
1012	FURNISH & INSTALL RECEPTACLE PEDESTAL IN PLANTER ADJACENT TO THE AMPITHEATER PER SITE PLAN REVISED DATE 1/27/26INCLUDES (2) RECEPTACLES ON (1) 120-VOLT CIRCUIT INCLUDES MOUNTED PANEL PER MODEL NUMBER GIVEN IN THE BILL OF MATERIAL EXCLUDES STRUCTURAL DESIGN OF CONCRETE FOUNDATION NO DETAILS/ENGINEERING GIVEN BY THE DESIGN TEAM	1	LS	$3,959.00	$3,959.00
1013	ADD CONDUIT FOR CABLING TO BE INSTALLED TO CAMERAS & CABLING TO BE FURNISHED & INSTALLED BY OTHERS	1	LS	$1,063.00	$1,063.00
1014	FURNISH & INSTALL (10) SURFACE MOUNT BOLLARDS CIRCUIT #2 TO BE USED EXCLUDES COSTS TO REPAIR AREA AFTER EXCAVATION	1	LS	$45,280.00	$45,280.00
1015	CIRCULAR SEAT WALL AT OAK TREE	1	LS	$64,782.00	$64,782.00
1016	ADDITIONAL CONCRETE PAVING AT CIRCULAR SEAT WALL	171	SY	$179.67	$30,723.57

PL RUSSELL

1017	WEST & EAST RAMP AND CHEEK WALLS INCLUDING DEMO	2	LS	$10,183.00	$20,366.00
1019	STAMPED CONCRETE AT COOPER BENCH	180	SF	$29.31	$5,275.80
1019	BELGARD TUMBLED CONCRETE PAVERS	1080	SF	$17.95	$19,386.00
1020	ADDITIONAL TOPPING COATING TO REPLACE BROKEN PAVERS	260	SF	$18.25	$4,745.00
1021	INSTALL 8" HDPE PIPE (60 LF) AND 2' X 2' INLET GRATE	1	LS	$3,500.00	$3,500.00
1022	PRESSURE WASH AMPHITHEATER	1	LS	$2,152.50	$2,152.50
1023	JOINTING AT TOPPING SLAB (SIKA BACKER/POLYETHYLENE BOND BREAKER TAPE	1	LS	$688.75	$688.75
	REMOVE FROM SCOPE - INSTALLATION OF FLAG POLES	1	LS	$(142,000.00)	$(142,000.00)
	REMOVE FROM SCOPE - CONCRETE FLAGPOLE FOUNDATIONS, INCLUDES REINFORCEMENT AND AGGREGATE SUB-BASE SHOWN ON PLANS AND DETAILS.	1	LS	$(16,000.00)	$(16,000.00)
				Total	**$64,338.62**

If you have any questions, do not hesitate to contact me.

Sincerely,

Jason Prescott

+ 251-385-6091

info@plrussell.com
www.plrussell.com

251 Saint Anthony Street
Mobile, AL 36603
P.O. Box 1623
Mobile, AL 36633

REFERENCE PROJECT NO	FISCAL YEAR	SHEET NO
PR-029-22	2026	1

GREEN - STAMPED BALLAST STONE OR "REAL" BALLAST STONE, 12" WIDE AT MINIMUM

LIGHT GREEN - STAMPED WOOD PLANK, ABOUT 12" OFFSET OF THE GUARDRAIL

DARK GREEN - GUARDRAILS, REFINISH AND REINSTALL EXISTING OR FABRICATE NEW TO MATCH EXISTING

RED - RAMP FOR EVENTS, MATCH RAMP WIDTH AND DETAIL OF WEST RAISED AREA

PINK - WEST ENTRANCE WIDENED, METAL GATES AND COLUMNS WIDENED

ORANGE - CIRCULAR CONCRETE BOLLARD WITH BASE LIGHT OR REGULAR BOLLARD WITH LIGHT (TO SAVE COST)

BLUE - ADDITIONAL CONCRETE PAVING

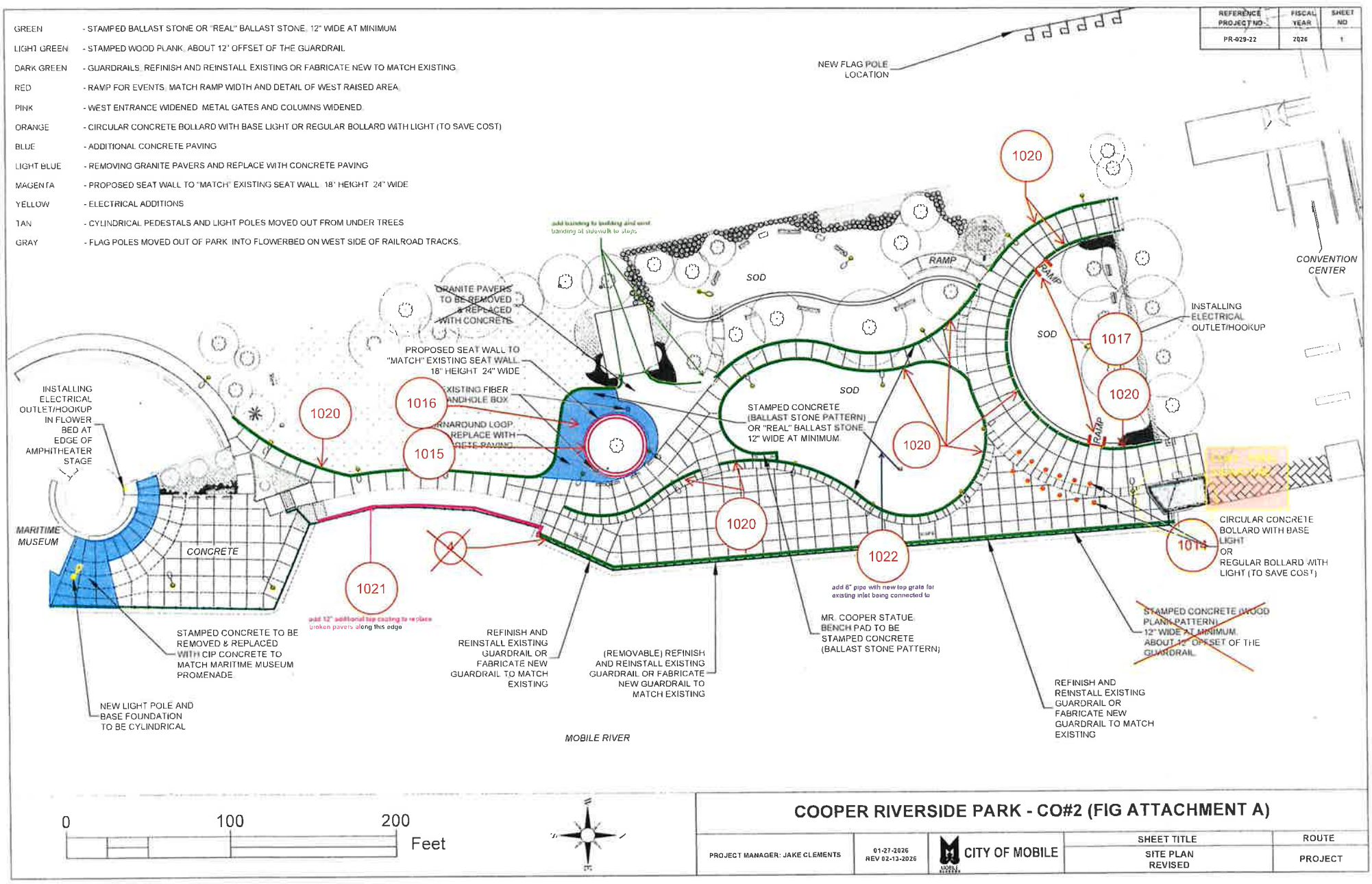
LIGHT BLUE - REMOVING GRANITE PAVERS AND REPLACE WITH CONCRETE PAVING

MAGENTA - PROPOSED SEAT WALL TO "MATCH" EXISTING SEAT WALL, 18" HEIGHT, 24" WIDE

YELLOW - ELECTRICAL ADDITIONS

TAN - CYLINDRICAL PEDESTALS AND LIGHT POLES MOVED OUT FROM UNDER TREES

GRAY - FLAG POLES MOVED OUT OF PARK, INTO FLOWERBED ON WEST SIDE OF RAILROAD TRACKS

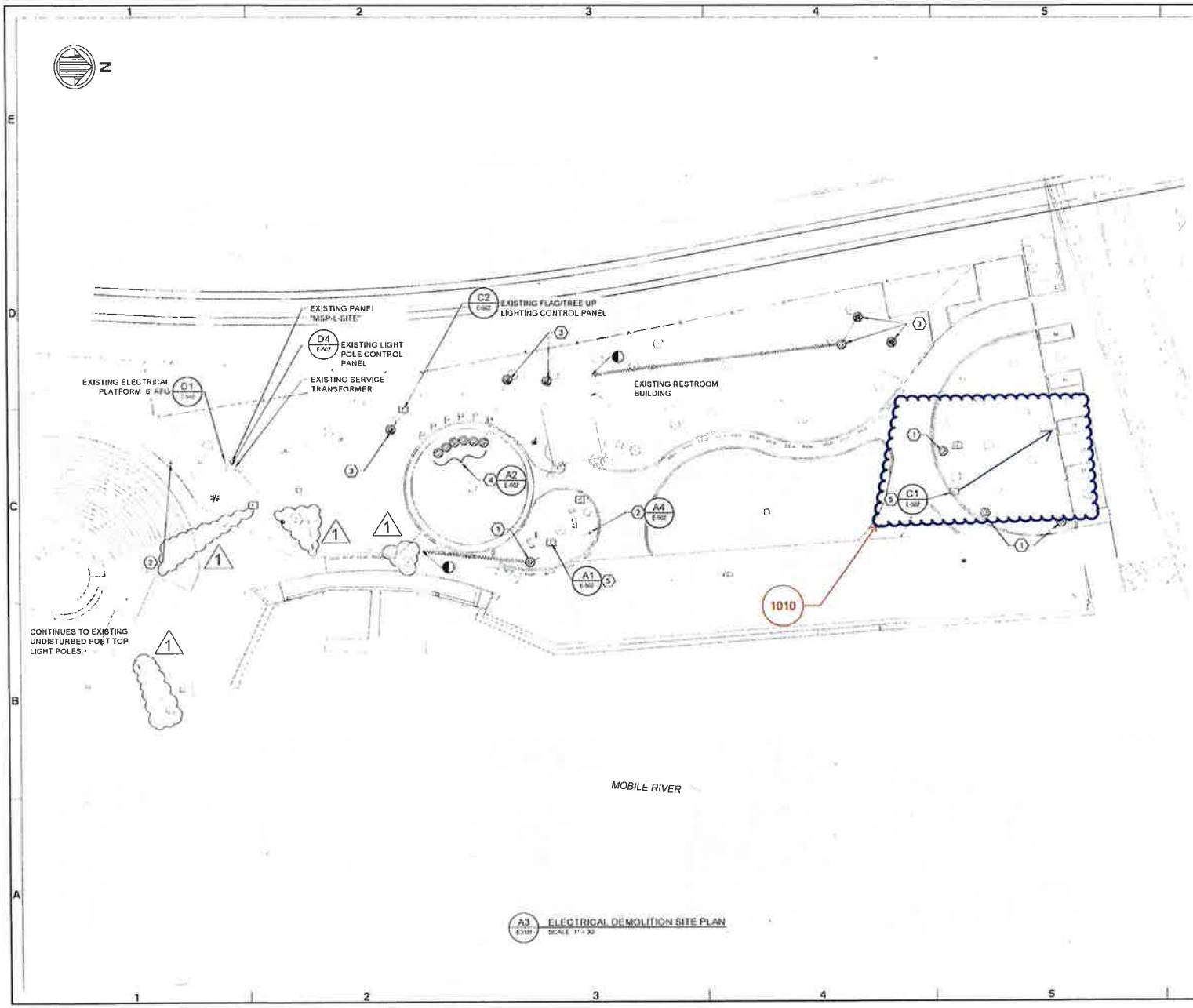


COOPER RIVERSIDE PARK - CO#2 (FIG ATTACHMENT A)

PROJECT MANAGER: JAKE CLEMENTS	01-27-2026 REV 02-13-2026	CITY OF MOBILE	SHEET TITLE	ROUTE
			SITE PLAN REVISED	PROJECT

1010

REPLACE CONDUIT, CONDUCTORS, PANEL, & RECEPTACLES THE RECEPTACLE PEDESTAL WILL BE BUILT LIKE DETAIL C1 ON E-502 THE CONDUIT, CONDUCTORS, & PANEL WERE DAMAGED PRIOR TO CONSTRUCTION THE PEDESTAL IS BEING MOVED TO THE NORTH END OF THE PLANTER NO DETAILS/ENGINEERING PROVIDED BY THE DESIGN TEAM



A3 ELECTRICAL DEMOLITION SITE PLAN
SCALE: 1" = 30'

KEY NOTES

1. REMOVE AND DISPOSE OF LUMINAIRE, POLE AND POLE FOUNDATION AND ALL ASSOCIATED APPURTENANCES. PULL BACK CONDUCTORS TO NEAREST LIGHT POLE TO REMAIN UPSTREAM IN THE CIRCUIT OUTSIDE OF STRUCTURAL DEMOLITION LIMITS. ABANDON LANDSIDE CONDUIT IN PLACE.
2. REMOVE AND DISPOSE OF EXISTING POLE MOUNTED LUMINAIRE, POLE AND FOUNDATION. CONDUCTOR TO REMAIN FOR REUSE
3. REMOVE AND DISPOSE OF TREE UPLIGHT FIXTURE. MOUNTING FOUNDATION TO REMAIN FOR LED RETROFIT. CONDUCTOR TO REMAIN FOR REUSE.
4. REMOVE AND DISPOSE OF FLAG UPLIGHT FIXTURES AND POLE FOUNDATION AND ALL ASSOCIATED APPURTENANCES. PULL BACK, REMOVE AND DISPOSE OF CONDUCTORS. TOTAL OF 6.
5. EXISTING RECEPTACLE ENCLOSURE TO REMAIN.
6. EXISTING POST TOP LUMINAIRE, POLE, AND FOUNDATION PROTECTED IN PLACE DURING STRUCTURAL DEMOLITION PHASE.

SCALE: 1"=30'

ISSUED FOR BID
DATE JULY 03, 2025

DRAWING SCALES SHOWN BASED ON 22"x34" DRAWING

MOBILE RIVERFRONT REDEVELOPMENT
COOPER RIVERSIDE PARK

ELECTRICAL DEMOLITION SITE PLAN

CITY OF MOBILE
205 GOVERNMENT STREET
MOBILE AL 36602-0001
WWW.CITYOFMOBILE.ORG

Sheet Reference No
ED101



D1 EXIST ELECTRICAL PLATFORM
SCALE NTS



D2 EXIST SITE PANELBOARD "MSP-L-SITE"
SCALE NTS



D3 PANELBOARD "MSP-L-SITE"
SCALE NTS



D4 SITE POLE LIGHTING ENCLOSURE
SCALE NTS



D5 LIGHTING CONTACTORS
SCALE NTS



C1 EXIST RECEPTACLE ENCLOSURE
SCALE NTS



C2 LIGHTING CONTROL PANEL
SCALE NTS



C3 LIGHTING TIMER
SCALE NTS



C4 LIGHTING CONTACTORS
SCALE NTS



A1 EXISITNG RECEPTACLE ENCLOSURE
SCALE NTS



A2 EXISTING GROUND LEVEL FLAG POLE FLOOD LIGHTS
SCALE NTS



A4 EXISTING LIGHT POLE - SINGLE FIXTURE
SCALE NTS

LEGEND

DEMO

ISSUED FOR BID
DATE JULY 03, 2025

MOBILE ALABAMA

MOBILE RIVERFRONT REDEVELOPMENT
COOPER RIVERSIDE PARK

ELECTRICAL DETAILS (2 OF 2)

moffatt & nichol
11 N. WATER ST., STE 2020
MOBILE, AL 36602
(251) 376-5000
WWW.MOFFATTNICHOL.COM
CERT OF AUTH # ECA2616

CITY OF MOBILE
205 GOVERNMENT STREET
MOBILE, AL 36602-0001
WWW.CITYOFMOBILE.ORG

ALABAMA
No. 52827
PROFESSIONAL
ENGINEER

Sheet Reference No.
E-502

DRAWING SCALES SHOWN BASED ON 22" x 34" DRAWING

1011

REPLACE CONDUIT & CONDUCTORS TO RECEPTACLE

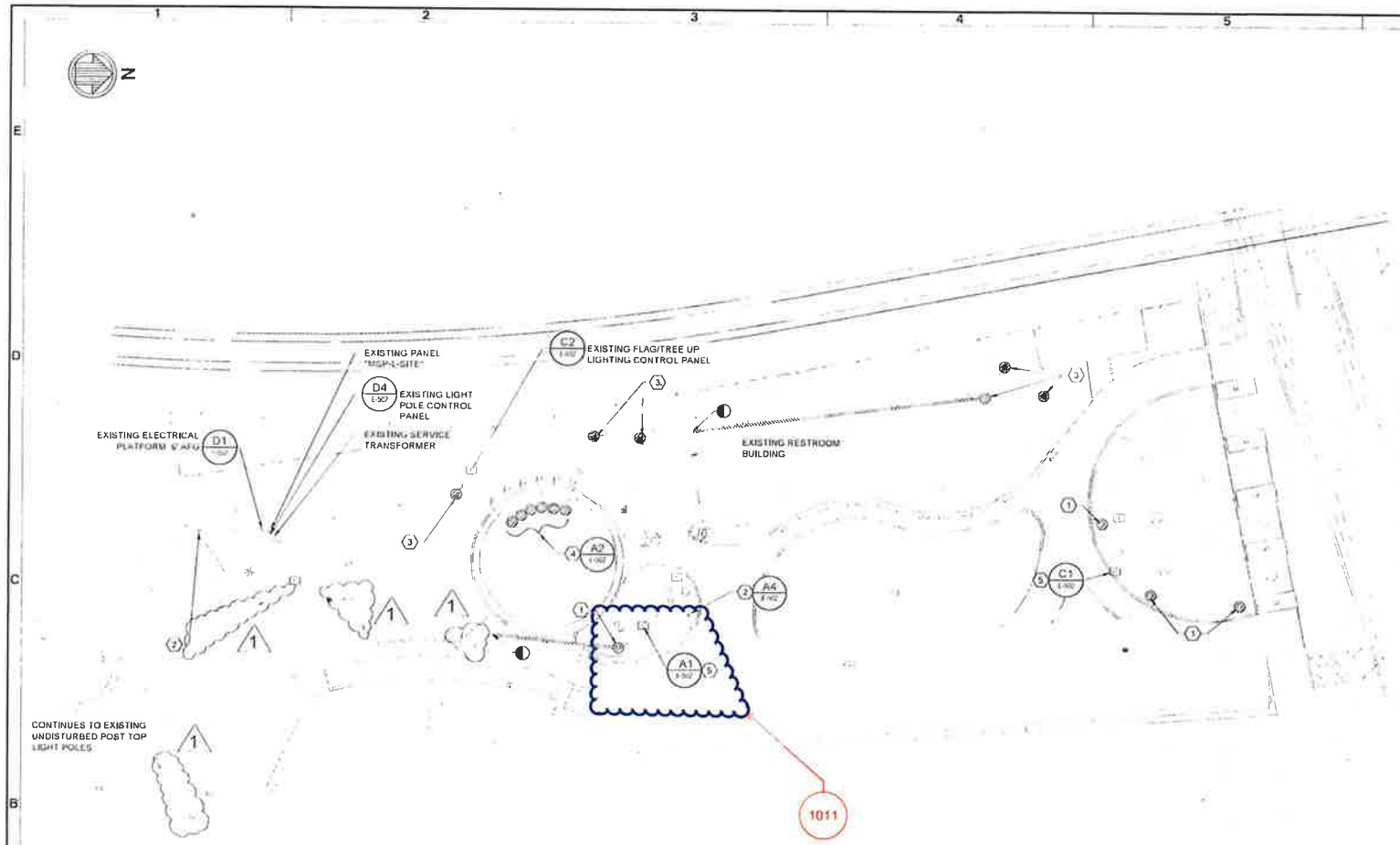
PEDESTAL MARKED A1/E-502 REPLACE RECEPTACLES

AND COVERS LOAD CENTER AND RECEPTACLE BOXES

TO REMAIN CONDUIT & WIRE WERE DAMAGED BEFORE

WE MOBILIZED ON SITE NO DETAILS/ENGINEERING

FROM THE DESIGN TEAM PROVIDED



A3 ELECTRICAL DEMOLITION SITE PLAN
SCALE 1" = 30'

KEY NOTES

1. REMOVE AND DISPOSE OF LUMINAIRE, POLE AND POLE FOUNDATION AND ALL ASSOCIATED APPURTENANCES. PULL BACK CONDUCTORS TO NEAREST LIGHT POLE TO REMAIN UPSTREAM IN THE CIRCUIT OUTSIDE OF STRUCTURAL DEMOLITION LIMITS. ABANDON LANDSIDE CONDUIT IN PLACE.
2. REMOVE AND DISPOSE OF EXISTING POLE MOUNTED LUMINAIRE, POLE AND FOUNDATION. CONDUCTOR TO REMAIN FOR REUSE.
3. REMOVE AND DISPOSE OF TREE UPLIGHT FIXTURE, MOUNTING FOUNDATION TO REMAIN FOR LED RETROFIT. CONDUCTOR TO REMAIN FOR REUSE.
4. REMOVE AND DISPOSE OF FLAG UPLIGHT FIXTURES AND POLE FOUNDATION AND ALL ASSOCIATED APPURTENANCES. PULL BACK, REMOVE AND DISPOSE OF CONDUCTORS. TOTAL OF 6.
5. EXISTING RECEPTACLE ENCLOSURE TO REMAIN.
6. EXISTING POST TOP LUMINAIRE, POLE, AND FOUNDATION PROTECTED IN PLACE DURING STRUCTURAL DEMOLITION PHASE.

30 0 30 60
SCALE 1"=30'

ISSUED FOR BID
DATE JULY 03 2025

MOBILE

MOBILE RIVERFRONT REDEVELOPMENT
COOPER RIVERSIDE PARK

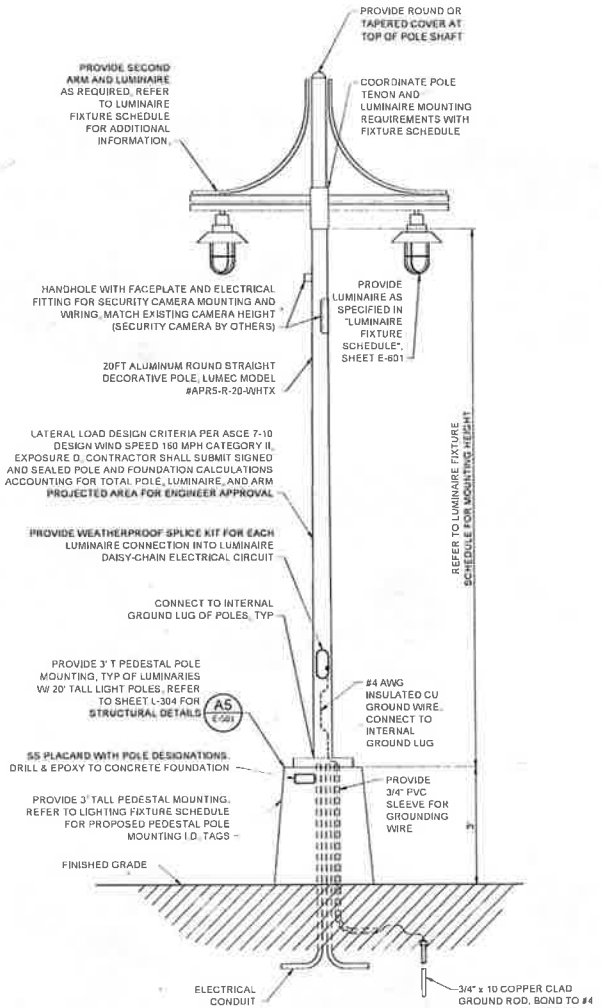
ELECTRICAL DEMOLITION SITE PLAN

Sheet Number No
ED101

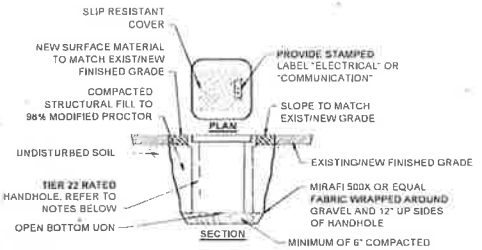
mafflt & nichol WWW.MAFFLTNICHOL.COM
CITY OF MOBILE
205 GOVERNMENT STREET
MOBILE, ALABAMA 36602
WWW.CITYOFMOBILE.ORG



A1 E-101 FLAGPOLE LIGHTING DETAIL
SCALE: NTS

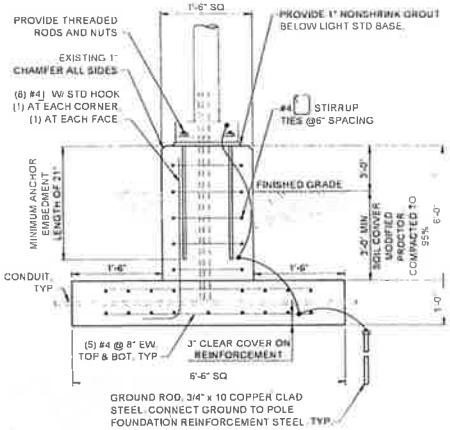


A3 E-101 DETAIL - LIGHT POLE/FIXTURE REPLACEMENT
SCALE: NTS



NOTES:
1. COVER SHALL BE FURNISHED WITH RECESSED BOLTS, OPENING DEVICES AND SAFETY SUPPORT ARMS
2. OVERLAP GEOTEXTILE FABRIC (MIRAFI 500 OR EQUAL) 1'-0" UNDER STRUCTURE.
3. ALL WIRING SPLICING SHALL BE WATERPROOF SPLICING AND CONDUITS SEALED.
4. PROVIDE CONDUIT TAGS WITH CABLE SCHEDULE NUMBER ON EACH CONDUIT AND WIRE ENTERING AND LEAVING HANDHOLE.

D5 E-501 DETAIL - HANDHOLE
SCALE: NTS



NOTES:
1. COORDINATE WITH POLE MANUFACTURER FOR ANCHOR BOLT DIAMETER AND PATTERN.
2. ANCHOR BOLTS SHALL CONFORM TO ASTM 1554 GR 36

A5 E-501 DETAIL AT LIGHTPOLE BASE
SCALE: NTS

ISSUED FOR BID
DATE JULY 03, 2025

MOBILE RIVERFRONT REDEVELOPMENT
COOPER RIVERSIDE PARK

ELECTRICAL DETAILS (1 OF 2)

CITY OF MOBILE
205 GOVERNMENT STREET
MOBILE, AL 36602-0001
WWW.CITYOFMOBILE.ORG

Sheet Reference No
E-501



D1 EXIST ELECTRICAL PLATFORM
SCALE NTS



D2 EXIST SITE PANELBOARD "MSP-L-SITE"
SCALE NTS



D3 PANELBOARD "MSP-L-SITE"
SCALE NTS



D4 SITE POLE LIGHTING ENCLOSURE
SCALE NTS



D5 LIGHTING CONTACTORS
SCALE NTS

LEGEND

DEMO



C1 EXIST RECEPTACLE ENCLOSURE
SCALE NTS



C2 LIGHTING CONTROL PANEL
SCALE NTS



C3 LIGHTING TIMER
SCALE NTS



C4 LIGHTING CONTACTORS
SCALE NTS



A1 EXISITNG RECEPTACLE ENCLOSURE
SCALE NTS



A2 EXISTING GROUND LEVEL FLAG POLE FLOOD LIGHTS
SCALE NTS



A4 EXISTING LIGHT POLE - SINGLE FIXTURE
SCALE NTS

ISSUED FOR BID
DATE JULY 03 2025

MOBILE RIVERFRONT REDEVELOPMENT
COOPER RIVERSIDE PARK

ELECTRICAL DETAILS (2 OF 2)

CITY OF MOBILE
205 GOVERNMENT STREET
MOBILE, AL 36602-4001
WWW.CITYOFMOBILE.ORG

Sheet Reference No
E-502

DRAWING SCALES SHOWN BASED ON 22 x 34" DRAWING

1012

FURNISH & INSTALL RECEPTACLE PEDESTAL IN PLANTER ADJACENT TO THE AMPITHEATER PER SITE PLAN REVISED DATE 1/27/26INCLUDES (2) RECEPTACLES ON (1) 120-VOLT CIRCUIT INCLUDES MOUNTED PANEL PER MODEL NUMBER GIVEN IN THE BILL OF MATERIAL EXCLUDES STRUCTURAL DESIGN OF CONCRETE FOUNDATION NO DETAILS/ENGINEERING GIVEN BY THE DESIGN TEAM

Outdoor Power Pedestal



Outdoor Power Pedestals offer new versatility to outdoor power applications

Provide Higher Power to Outdoor Locations

Designed to be used for high amperage outdoor applications, the Outdoor Power Pedestal can accommodate 15 to 60 amp devices. The pedestal is a durable solution to providing facility power to outdoor environments and applications such as food trucks, events or maintenance equipment. There are several configurations depending on the application requirements, including 1-gang, 2-gang or pin & sleeve device plates. Select configurations also include a hinged in-use cover that can be locked to prevent unauthorized access.

Features & Benefits

- **Provides standard power for facilities:** Can accommodate up to (2) 15-20A weather-resistant devices that can be used with the integrated while-in-use cover or any 3rd party while-in-use cover available for a 1 or 2 gang opening.
- **Provides higher amp power for facilities:** Pedestals can also accommodate higher 30-60A NEMA and CS devices. Higher amp devices that are watertight can be mounted directly to the pedestal while all others must use an appropriate weatherproof cover.
- **Pin and Sleeve Devices:** Standard Pin and Sleeve plate supports 30A Pass & Seymour Pin and Sleeve devices. **Note:** Pin and Sleeve devices do not have standard mounting hole locations, custom plates may be needed for other brands and/or amperages.
- **Height Options of 16" or 30":** Choose from two different height options to best meet the needs of your application.
- **Hinged cover with locking tab:** Cover closes automatically to meet while-in-use requirements for 15 and 20 amp devices and provides capability to lock cover when not in use to prevent unauthorized access.
- **Outdoor-rated construction:** Sheet metal form designed for durability in outdoor locations. UL listed to NEMA 3R requirements to ensure optimal performance.
- **Durable, premium finishes:** Available in two outdoor-rated finishes to complement your space design. Choose from black or silver to perfectly match your project.
- **UL Listed:** Standard 1773.
- **1 & 2 Gang Options:** Available in single or dual gang options with select configurations of dual gang including an internal divider for power and low voltage applications.

Vertical Markets

- **Commercial**
- **Parks**
- **Entertainment**
- **Transit**
- **Hospitality**

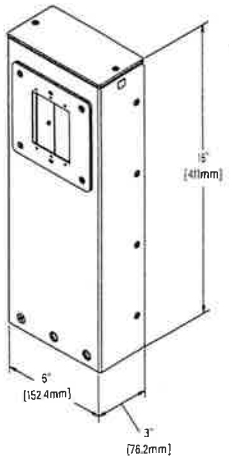
Compliance

c UL us

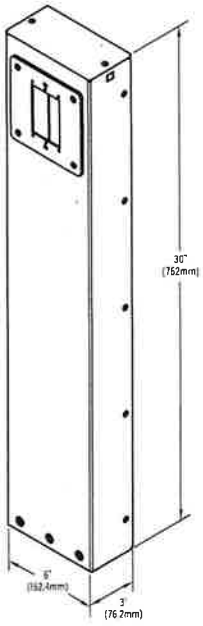
CULus Listed, File Number E479489, Guide PUPR
Outdoor Power Pedestals are UL Listed to meet NEMA 3R requirements for use in outdoor locations.
Outdoor Power Pedestals comply with ADA guidelines.

Outdoor Power Pedestal Ordering Information

Catalog No./Item	Description / Specifications
XPP1G30-BK **XPP1G30-SV** **XPP1G16-BK** **XPP1G16-SV**	**Outdoor Power Pedestal, 1-Gang Device Plate –** Designed for outdoor environments with a sheet metal form ensuring optimal performance and UL listed to NEMA 3R requirements. Single gang device plate allows for mounting of devices. For 15-20A devices, weather-resistance devices must be used with an in-use cover. Devices that are 30-60A must be water-tight or fitted with a suitable weatherproof cover. Available in standard 30" (XPP1G30) or 16" (XPP1G16) heights. Consult manufacturer for custom heights. Available in a black finish (BK) or silver finish (SV). **Country of Origin: USA** **Suggested Pass & Seymour While-In-Use Covers** WIUC10SX - Standard Depth WIUCAST1 - Cast Cover WIUC10FRED - Extra Heavy Duty **Suggested Pass & Seymour Weatherproof Covers** CA8-XX: Duplex Cover CA26-XX: Decora Cover CA721-X: 1.625" CA725-X: 1.750" CA723-X: 2.125" WPG1: Flip lid 15A Turn lock WPG2: Flip Lid 20/30A Turn lock 7425: Flip Lid 20/30A Turn lock 7770: Flip Lid 50A Turn Lock

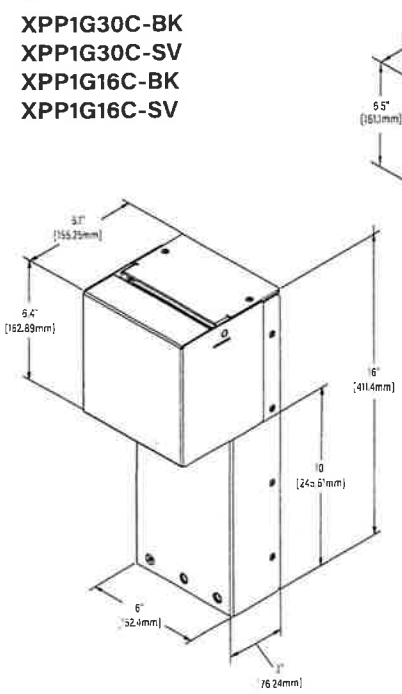


XPP1G16 (16"H)

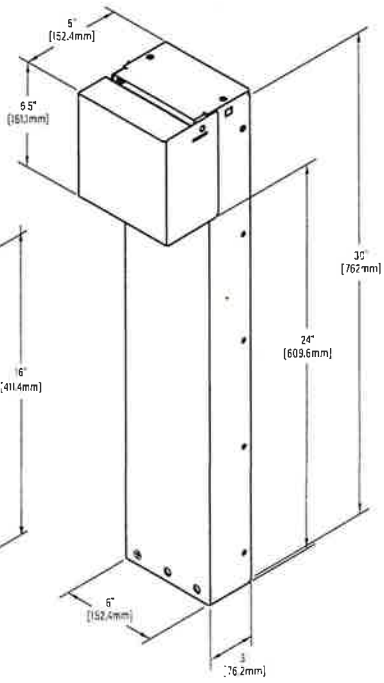


XPP1G130 (30"H)

Catalog No./Item	Description / Specifications
XPP1G30C-BK **XPP1G30C-SV** **XPP1G16C-BK** **XPP1G16C-SV**	**Outdoor Power Pedestal, 1-Gang Device Plate with Hinged Cover –** Designed for outdoor environments with a sheet metal form ensuring optimal performance and UL listed to NEMA 3R requirements. Single gang device plate allows for mounting of devices. For 15-20A devices, weather-resistance devices must be used (included cover provides in-use protection). Devices that are 30-60A must be water-tight or fitted with a suitable weatherproof cover. The hinged cover also provides improved security with the ability to lock pedestal while not in-use. Available in standard 30" (XPP1G30C) or 16" (XPP1G16C) heights. Consult manufacturer for custom heights. Available in a black finish (BK) or silver finish (SV). **Country of Origin: USA** **Note:** Some water-tight weatherproof covers such as flip lid styles (Pass and Seymour 7770, WPG1, WPG2) for 30-60A devices may fit under the provided hood. Hood is for aesthetics only when used with 30-60A devices.



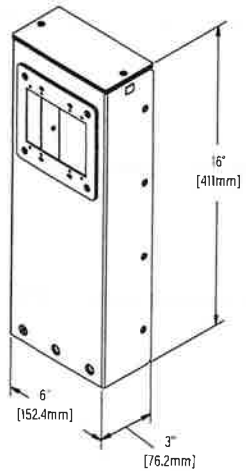
XPP1G16C (16"H)



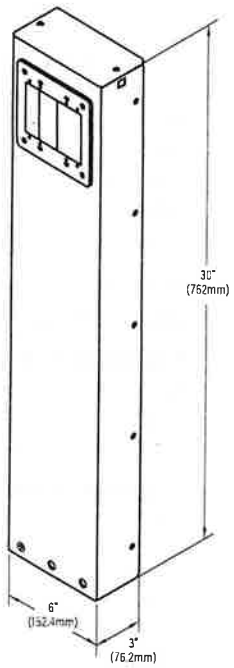
XPP1G30C (30"H)

Outdoor Power Pedestal Ordering Information

Catalog No./Item	Description / Specifications
XPP2G30-BK **XPP2G30-SV** **XPP2G16-BK** **XPP2G16-SV**	**Outdoor Power Pedestal, 2-Gang Device Plate –** Designed for outdoor environments with a sheet metal form ensuring optimal performance and UL listed to NEMA 3R requirements. Dual gang device plate allows for mounting of multiple devices. For 15-20A devices, weather-resistance devices must be used with an in-use cover. Devices that are 30-60A must be water-tight or fitted with a suitable weatherproof cover. Available in standard 30" (XPP2G30) or 16" (XPP2G16) heights. Consult manufacturer for custom heights. Available in a black finish (BK) or silver finish (SV). **Country of Origin: USA** **Suggested Pass & Seymour While-In-Use Covers** WIUC20X WIUCAST2 WIUC20FRED **Suggested Pass & Seymour Weatherproof Covers** CA82-X: (2) Duplex CA262-G: (2) Decora CA72-G: (2) Simplex 3796: 2.156" dia opening

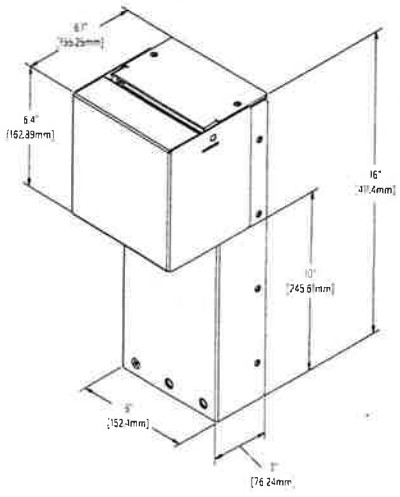


XPP2G16 (16"H)

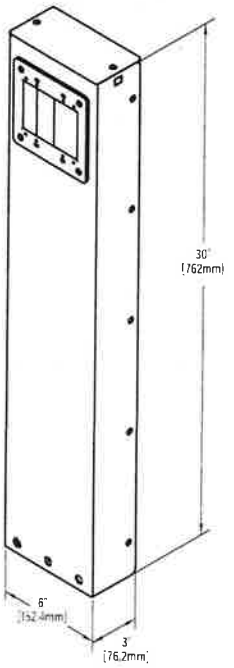


XXPP2G30 (30"H)

Catalog No./Item	Description / Specifications
XPP2G30D-BK **XPP2G30D-SV** **XPP2G16D-BK** **XPP2G16D-SV**	**Outdoor Power Pedestal, 2-Gang Device Plate with Internal Divider –** Designed for outdoor environments with a sheet metal form ensuring optimal performance and UL listed to NEMA 3R requirements. Dual gang device plate and internal divider allows for mounting of standard and low voltage devices. For 15-20A devices, weather-resistance devices must be used with an in-use cover. Devices that are 30-60A must be water-tight or fitted with a suitable weatherproof cover. Available in standard 30" (XPP2G30D) or 16" (XPP2G16D) heights. Consult manufacturer for custom heights. Available in a black finish (BK) or silver finish (SV). **Country of Origin: USA** **Suggested Pass & Seymour While-In-Use Covers** WIUC20X WIUCAST2 WIUC20FRED **Suggested Pass & Seymour Weatherproof Covers** CA82-X: (2) Duplex CA262-G: (2) Decora CA72-G: (2) Simplex 3796: 2.156" dia. opening



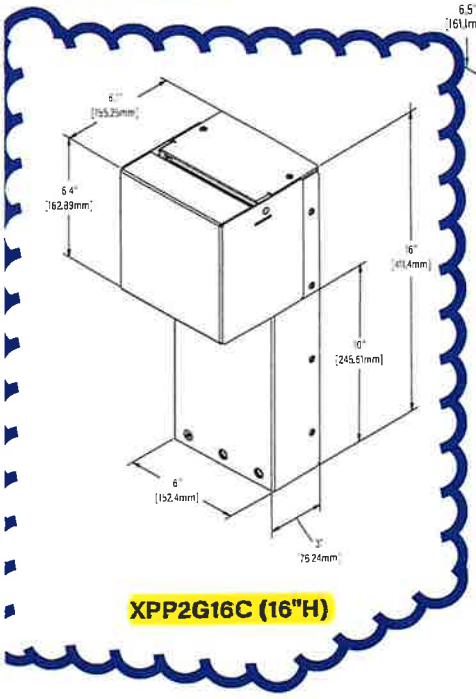
XPP2G16D (16"H)



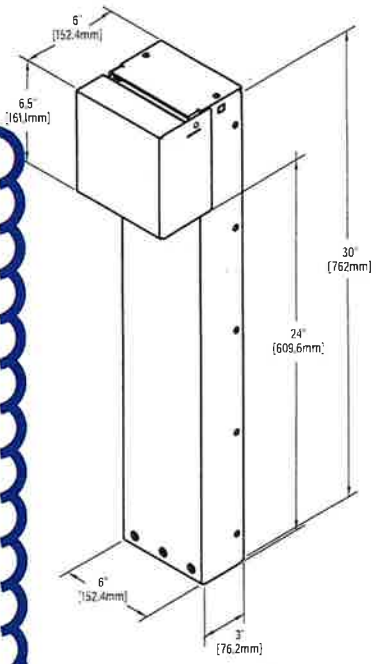
XPP2G30D (30"H)

Outdoor Power Pedestal Ordering Information

Catalog No./Item	Description / Specifications
XPP2G30C-BK XPP2G30C-SV XPP2G16C-BK XPP2G16C-SV	**Outdoor Power Pedestal, 2-Gang Device Plate with Hinged Cover** – Designed for outdoor environments with a sheet metal form ensuring optimal performance and UL listed to NEMA 3R requirements. Dual gang device plate allows for mounting of multiple devices. For 15-20A devices, weather-resistance devices must be used (included cover provides in-use protection). Devices that are 30-60A must be water-tight or fitted with a suitable weatherproof cover. The hinged cover also provides improved security with the ability to lock pedestal while not in-use. Available in standard 30" (XPP2G30C) or 16" (XPP2G16C) heights. Consult manufacturer for custom heights. Available in a black finish (BK) or silver finish (SV). **Country of Origin: USA**

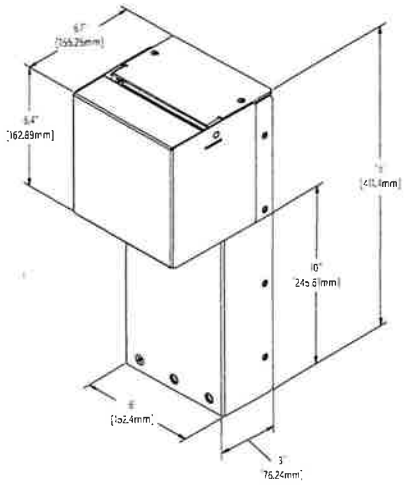


XPP2G16C (16"H)

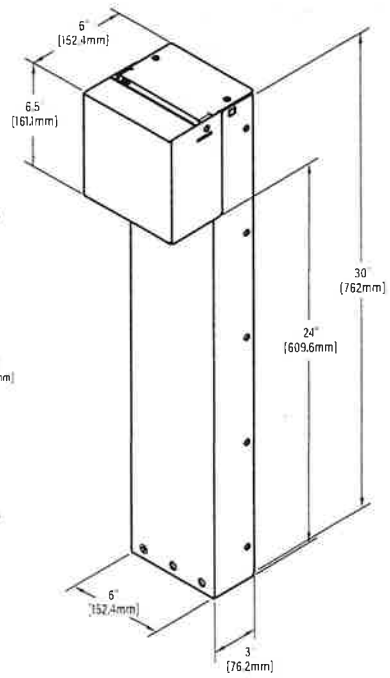


XPP2G30C (30"H)

Catalog No./Item	Description / Specifications
XPP2G30CD-BK XPP2G30CD-SV XPP2G16CD-BK XPP2G16CD-SV	**Outdoor Power Pedestal, 2-Gang Device Plate with Hinged Cover and Internal Divider** – Designed for outdoor environments with a sheet metal form ensuring optimal performance and UL listed to NEMA 3R requirements. Dual gang device plate and internal divider allows for mounting of standard and low voltage devices. For 15-20A devices, weather-resistance devices must be used (included cover provides in-use protection). Devices that are 30-60A must be water-tight or fitted with a suitable weatherproof cover. The hinged cover also provides improved security with the ability to lock pedestal while not in-use. Available in standard 30" (XPP2G30CD) or 16" (XPP2G16CD) heights. Consult manufacturer for custom heights. Available in a black finish (BK) or silver finish (SV). **Country of Origin: USA**



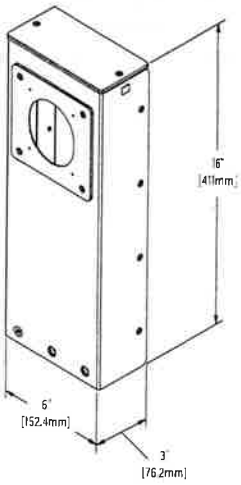
XPP2G16CD (16"H)



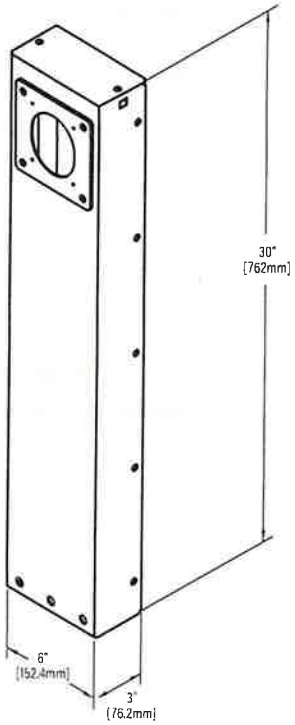
XPP2G30CD (30"H)

Outdoor Power Pedestal Ordering Information

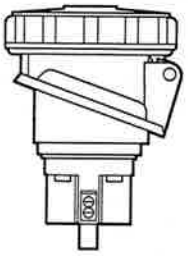
Catalog No./Item	Description / Specifications
XPPPS30-BK **XPPPS30-SV** **XPPPS16-BK** **XPPPS16-SV**	**Outdoor Power Pedestal, Pin & Sleeve Device Plate –** Designed for outdoor environments with a sheet metal form ensuring optimal performance and UL listed to NEMA 3R requirements. The pin and sleeve device plate is for use with Pass & Seymour 30A Pin and Sleeve devices. Available in standard 30" (XPPPS30) or 16" (XPPPS16) heights. Consult manufacturer for custom heights. Available in a black finish (BK) or silver finish (SV). **Country of Origin: USA**



XPPPS16 (16"H)



XPPPS30 (30"H)



Available Pass & Seymour Pin and Sleeve Devices

3 Wire	4 Wire	5 Wire
S330R4W	PS430R12W	PS530R9W
S330R6W	PS430R9W	PS530R7W
S330R7W	PS430R7W	PS530R5W
	PS430R5W	
	PS430R3W	

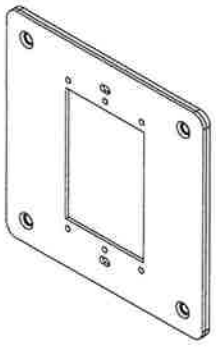
Outdoor Power Pedestal Customization Information

The outdoor power pedestal is offered at a standard height of 30" but can be custom ordered for different heights to match your application from 16 – 48".

For custom orders and sizes, please contact your Legrand sales representative.

Outdoor Power Pedestal Accessories Ordering Information

XPP1GP-BK
XPP1GP-SV

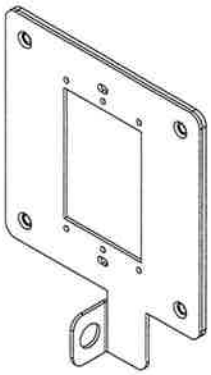


Replacement 1-Gang Device Plate – Replacement plate for 1-gang Outdoor Power Pedestal

Available in a black finish (BK) or silver finish (SV)

Country of Origin: USA

XPP1GPL-BK
XPP1GPL-SV

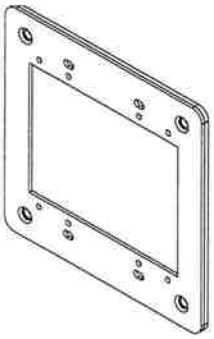


Replacement 1-Gang, Locking Device Plate – Replacement Plate for 1-gang Outdoor Power Pedestal with Hinged Cover.

Available in a black finish (BK) or silver finish (SV)

Country of Origin: USA

XPP2GP-BK
XPP2GP-SV

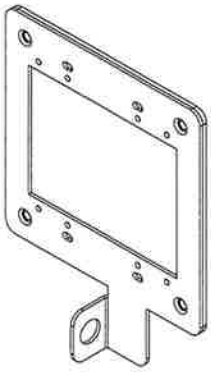


Replacement 2-Gang Device Plate – Replacement plate for 2-gang Outdoor Power Pedestal

Available in a black finish (BK) or silver finish (SV)

Country of Origin: USA

XPP2GPL-BK
XPP2GPL-SV

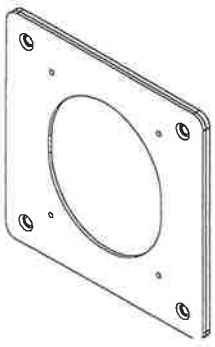


Replacement 2-Gang Locking Device Plate – Replacement plate for 2-gang Outdoor Power Pedestal with Hinged Cover

Available in a black finish (BK) or silver finish (SV)

Country of Origin: USA

XPPPSP-BK
XPPPSP-SV

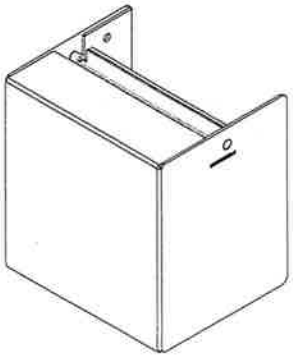


Replacement Pin & Sleeve Device Plate – Replacement plate for Pin & Sleeve Power Pedestal

Available in a black finish (BK) or silver finish (SV)

Country of Origin: USA

XPPC-BK
XPPC-SV



Replacement Cover for Outdoor Power Pedestal – Replacement hinged cover for Outdoor Power Pedestal

Available in a black finish (BK) or silver finish (SV)

Country of Origin: USA

NOTE: All brand and product names referenced in this document are registered trademarks or trademarks of their respective holders.

Legrand, North America
60 Woodlawn Street
West Hartford, CT 06110
1.877.BY.LEGRAND (295.3472)
www.legrand.us

Canada
905.738.9195
www.legrand.ca

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WIREMOLD®

Outdoor Power Pedestal - Pedestal Mounting

Socle passe-câbles pour extérieur - Fixation du socle

Pedestal de alimentación para exteriores - Montaje del pedestal

No: 1025310 - 0220

Installation Instructions • Notice d'Installation• Instrucciones de Instalación

Catalog Number(s) • Numéro(s) de Catalogue • Número(s) de Catálogo: XPP1G, XPP1GC, XPP2G, XPP2GC, XPP2GD, XPP2GCD, XPPPS, XPPC, XPP1GP, XPP2GP, XPP1GPL, XPP2GPL, XPPPSP

Country of Origin • Pays d'origine • País de origen:
Made in USA • Fabriqué aux États-Unis • Hecho en EE. UU.

IMPORTANT:
Please read all instructions before beginning installation

Legrand electrical systems conform to and should be properly grounded in compliance with requirements of the current National Electrical Code or codes administered by local authorities.

All electrical products may present a possible shock or fire hazard if improperly installed or used. Legrand electrical products may bear the mark of a Nationally Recognized Testing Laboratory and should be installed in conformance with current local and/or the National Electrical Code.

IMPORTANT :
Veuillez lire l'ensemble des instructions avant de commencer l'installation.

Les systèmes électriques Legrand sont conformes au Code National de l'électricité (National Electrical Code) ou aux codes locaux en vigueur et doivent être mis à la terre conformément à ces codes.

Tous les produits électriques peuvent présenter un risque d'électrocution ou d'incendie s'ils ne sont pas installés ou utilisés correctement. Les produits électriques Legrand peuvent porter la marque d'un laboratoire reconnu et doivent être installés conformément au Code national de l'électricité et/ou aux codes locaux en vigueur.

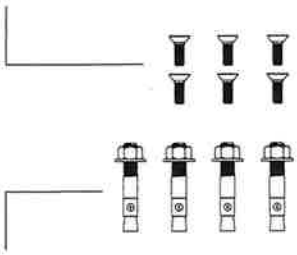
IMPORTANTE:
Lea todas las instrucciones antes de comenzar la instalación.

Los sistemas eléctricos Legrand cumplen con los requisitos del Código Eléctrico Nacional (National Electrical Code, NEC) actual o con los códigos impuestos por las autoridades locales y deben conectarse a tierra consecuentemente.

Todos los productos eléctricos pueden presentar un riesgo de descarga o incendio si se los instala o utiliza incorrectamente. Los productos eléctricos Legrand pueden llevar la marca de un laboratorio de pruebas reconocido a nivel nacional y se deben instalar conforme al código local en vigencia o al Código Eléctrico Nacional.

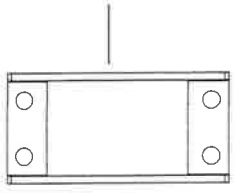
PACKAGE CONTENTS
CONTENU
CONTENIDO DE LA CAJA

(6) Mounting Screws
6 vis de fixation
(6) Tornillos de montaje



(4) 3/8" Concrete Studs
4 goujons en béton de 3/8 po (9,52 mm)
(4) Taquetes para hormigón de 3/8"

Base (Installed for shipping)
Base (Installée pour l'expédition)
Base (Instalada para envío)





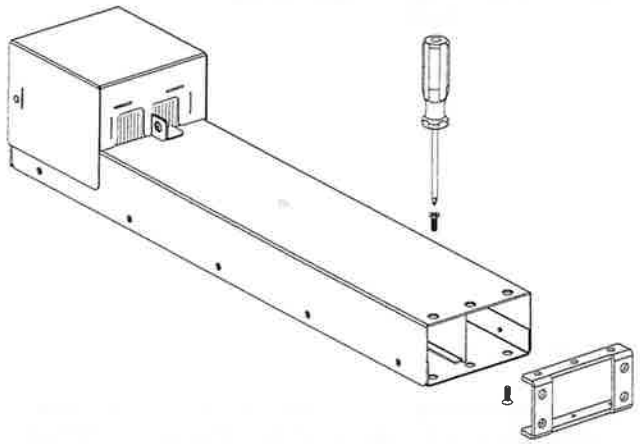
Pedestal
Socle
Pedestal

1

Remove 2 screws at base of pedestal.

Retirer les 2 vis situées sur la base de la colonne.

Quite los 2 tornillos de la base del pedestal.

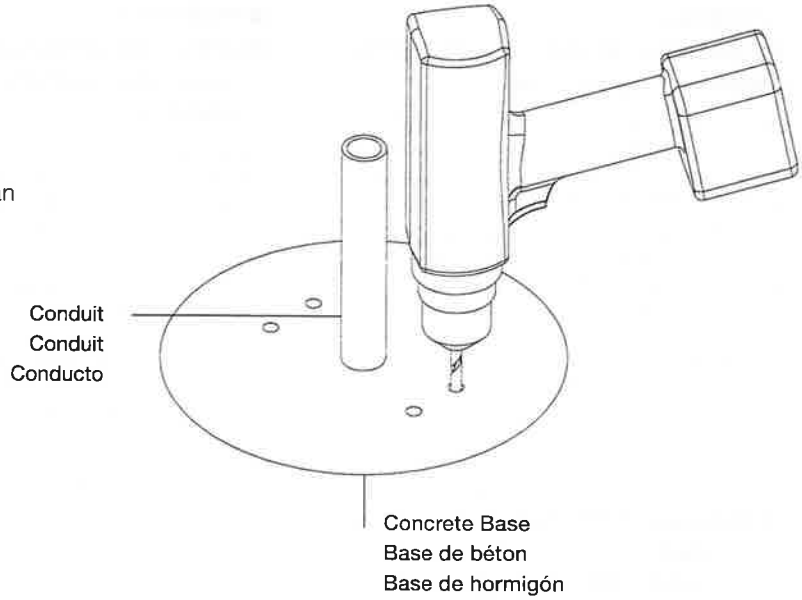


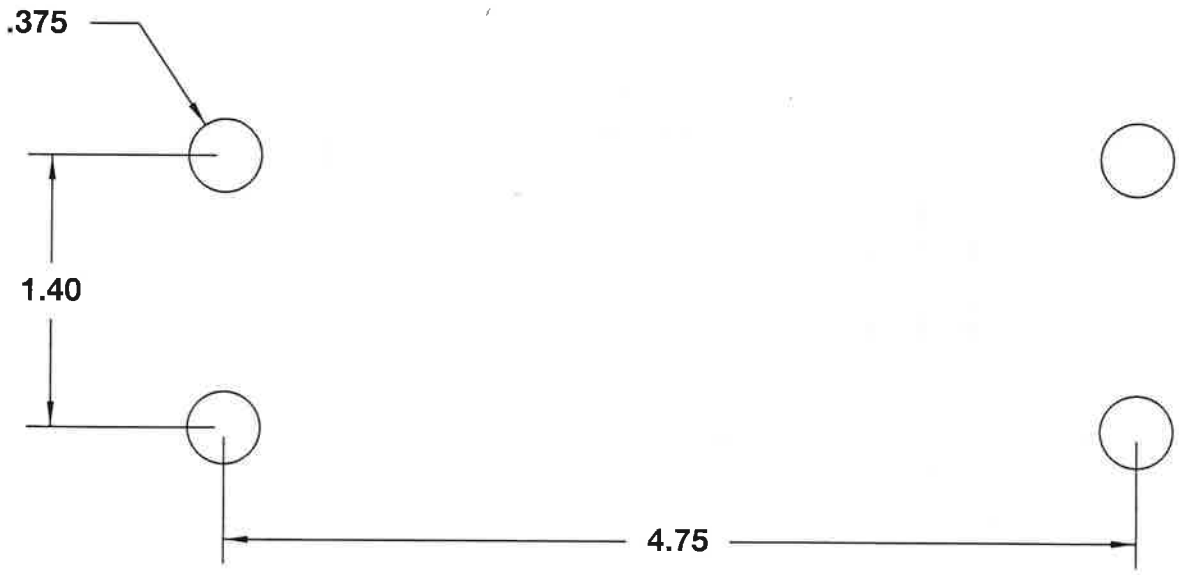
2

Drill 3/8" mounting holes using base as template or dimensions shown below

Percer des trous de fixation de 3/8 po en se servant de la base comme gabarit ou suivre les dimensions indiquées ci-dessous

Taladre los orificios de montaje de 3/8" utilizando la base como plantilla o las dimensiones que se indican debajo



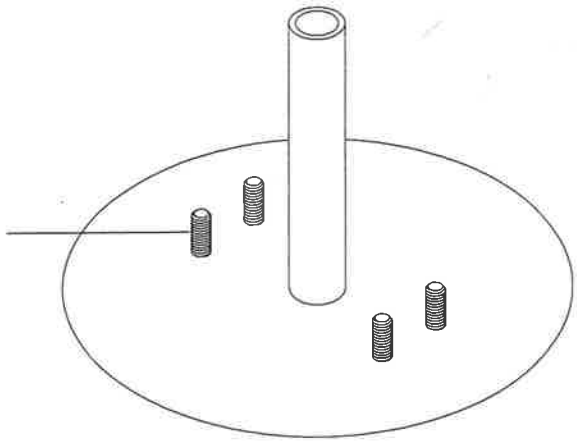


3

Install (4) concrete studs

Fixer les 4 goujons pour béton

Instale los (4) taquetes para hormigón

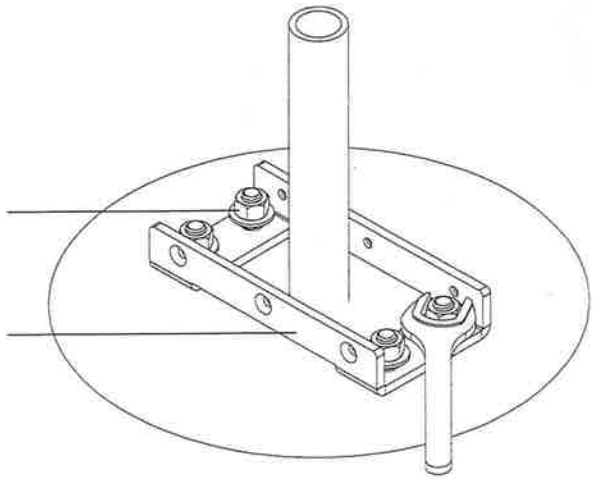


4

Remove base from pedestal. Install and level base.

Retirer la base du socle. Installer la base et la mettre à niveau.

Retire la base del pedestal. Instale y nivele la base.

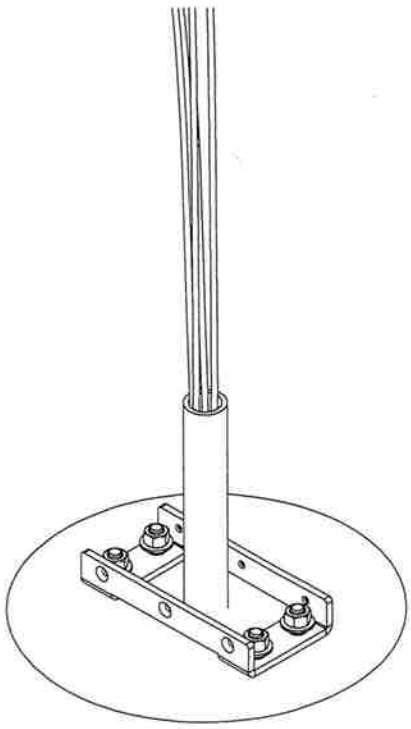


5

Pull wires to desired length

Tirer les câbles à la longueur voulue

Jale los cables hasta alcanzar la longitud deseada

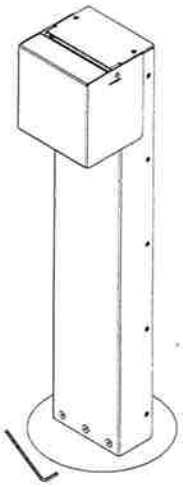


6

Install pedestal to base using (6) included 1/4-20 3/4 hex screws. Torque between 6-9 ft-lbs

Installer le socle sur la base à l'aide des 6 vis à tête hexagonale 1/4-20 3/4 incluses. Les serrer entre 6 et 9 livres-pieds

Instale la base en el pedestal utilizando los (6) tornillos incluidos de cabeza hexagonal de 1/4-20 3/4. Apriete a un torque de entre 6 y 9 pies-lbs

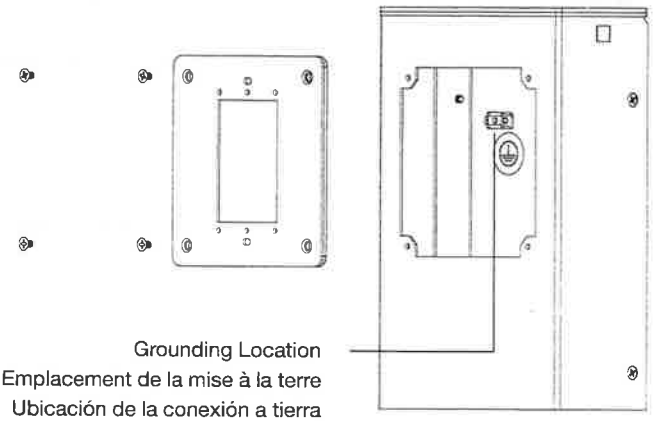


7

Remove device plate, install and wire device(s) and outlet box cover (if applicable) per manufacturer's installation instructions. (See note Below)

Retirer la plaque du dispositif, installer et raccorder le ou les dispositifs et le couvercle de la boîte de prise de courant (le cas échéant) conformément aux instructions d'installation du fabricant. (Voir remarque ci-dessous)

Retire la placa del dispositivo, instale y cablee el o los dispositivos y la cubierta de la caja del tomacorriente (si fuese el caso) siguiendo las instrucciones de instalación del fabricante. (Véase la nota debajo)



Grounding Location
Emplacement de la mise à la terre
Ubicación de la conexión a tierra

IMPORTANT

A listed (RTRT/7 or KCXS/7 or QLIW/7) receptacle rated 60A max and/or a listed switch (WMUZ/7) rated 60A max. Each of these devices shall be installed with either a UL listed (QCMZ/7) non-metallic outlet box cover suitable for wet locations or a listed (QCIT/7) metallic outlet box cover suitable for use in wet locations

GFCI receptacle must be marked "WR" or rated weather resistant.

Cover versions XPP1GC and XPP2GC may be used as purchased for wet locations (**15A-20A devices only**)

Lowest live parts can not be lower than 12in from final grade level

IMPORTANT

Prise homologuée (RTRT/7 ou KCXS/7 ou QLIW/7) pour intensité nominale de 60 A max et/ou commutateur homologué (WMUZ/7) pour intensité nominale 60 A max. Chacun de ces dispositifs doit être installé avec un couvercle de prise de courant non-métallique homologué UL (QCMZ/7) convenant aux emplacements mouillés ou avec un couvercle de prise de courant métallique homologué (QCIT/7) convenant aux emplacements mouillés.

La prise du disjoncteur différentiel de fuite à la terre doit être marquée « WR » ou homologuée résistante aux intempéries.

Les versions de couvercle XPP1GC et XPP2GC peuvent s'utiliser dans les emplacements mouillés telles qu'elles sont fournies (**dispositifs 15 A-20 A seulement**)

Les parties sous tension les plus basses doivent être à une hauteur supérieure à 30 cm (12 po) par rapport au niveau de grade final

IMPORTANTE

Un tomacorriente homologado (RTRT/7 o KCXS/7 o QLIW/7) con una capacidad nominal máxima de 60 A y/o un interruptor homologado (WMUZ/7) con una capacidad nominal máxima de 60 A. Cada uno de estos dispositivos debe instalarse con una cubierta no metálica en la caja del tomacorriente que tenga la homologación UL (QCMZ/7), apropiada para lugares húmedos o una cubierta metálica en la caja del tomacorriente homologada (QCIT/7) y que sea idónea para lugares húmedos

El tomacorriente GFCI debe tener la marca "WR" o estar catalogado como resistente a la intemperie.

Las cubiertas de las versiones XPP1GC y XPP2GC pueden usarse como se ofrecen en el comercio para lugares húmedos (**dispositivos de 15 A a 20 A únicamente**)

Las partes bajo tensión que están a la menor altura no pueden estar a menos de 12 pulgadas del nivel de inclinación final

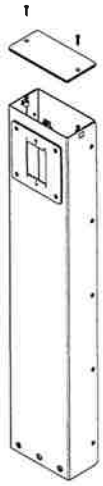
COVER KIT INSTALLATION (XPPC)
INSTALLATION DU COUVERCLE (XPPC)
INSTALACIÓN DEL KIT DE LA CUBIERTA (XPPC)

1

Remove (2) screws and top cap from pedestal

Retirer les 2 vis et le couvercle supérieur du socle

Retire los (2) tornillos y la tapa superior del pedestal

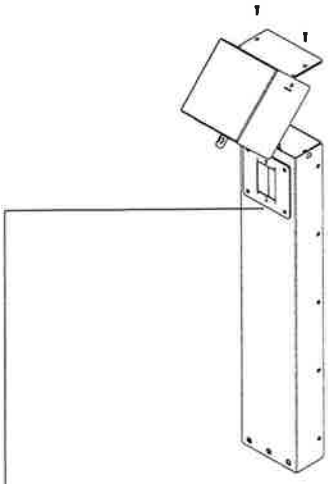


2

Install new top cap with hood using included (2) #8-32 screws

Installer un couvercle supérieur neuf avec capuchon à l'aide des 2 vis n°8-32 fournies

Instale la tapa superior con la cubierta de protección utilizando los (2) tornillos #8-32 incluidos



For locking feature the faceplate will need to be replaced with a locking tab version

XPP1GPL (1 GANG) / XPP2GPL (2 GANG)

Pour le dispositif de verrouillage, il faut remplacer la plaque frontale par une version avec languette de verrouillage

XPP1GPL (1 GROUPE) / XPP2GPL (2 GROUPES)

Para poder utilizar la función de bloqueo, será necesario reemplazar la placa frontal por una versión con orejeta de bloqueo

XPP1GPL (1 BANDA) / XPP2GPL (2 BANDAS)

No: 1025310 - 0220

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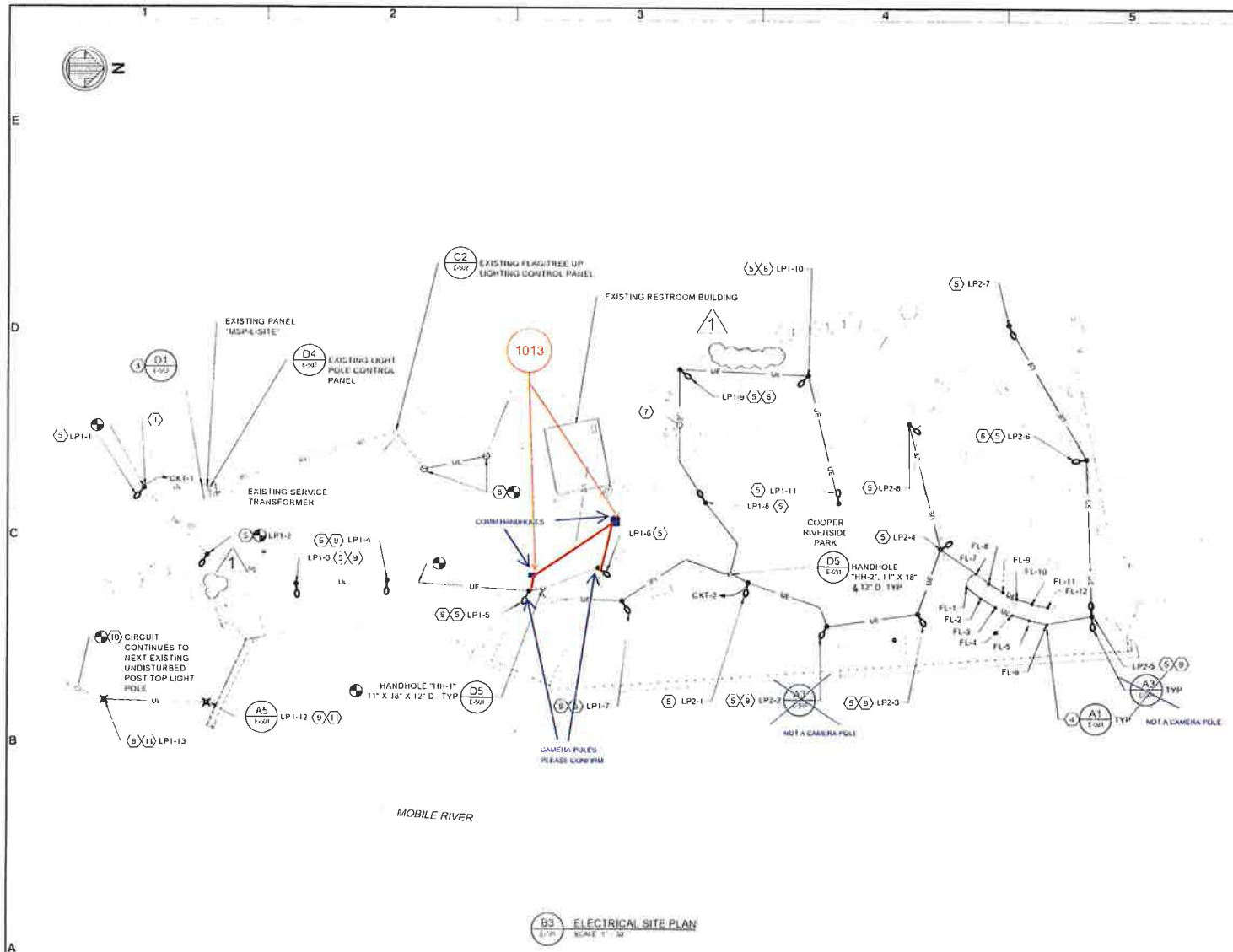
1013

ADD CONDUIT FOR CABLING TO BE INSTALLED TO

CAMERAS & CABLING TO BE FURNISHED & INSTALLED BY

OTHERS



B3 ELECTRICAL SITE PLAN

SCALE 1" = 30'

KEY NOTES

1. INTERCEPT EXISTING LIGHTING CIRCUIT AT LP1-1. EXTEND AND CONNECT CIRCUIT TO EXISTING LIGHT POLES FITTED WITH LED LUMINAIRES AS REQUIRED.
2. PROVIDE LED TREE UPLIGHT ON EXISTING GROUND LEVEL FOUNDATION
3. EXISTING 6' ELECTRICAL PLATFORM, INCLUDING SERVICE DISCONNECT TRANSFORMER, AND LIGHTING CONTROL PANEL.
4. PROVIDE IN-GRADE LED FLAG UPLIGHT.
5. PROVIDE POLE FOUNDATION. PROVIDE LUMINAIRE, POLE, POLE ARMS AS REQUIRED AND ALL APPURTENANCES REQUIRED FOR LIGHTING SYSTEM. REFER TO "LUMINAIRE FIXTURE SCHEDULE ON SHEET E-601 FOR LUMINAIRE AND POLE REQUIREMENTS
6. COORDINATE CONDUIT ROUTING WITH EXISTING TREE ROOT SYSTEM. REFER TO LANDSCAPING PLANS FOR ADDITIONAL INFORMATION
7. ROUTE CONDUIT ADJACENT TO STAIR STRUCTURE TO ROUTE THROUGH THE EXISTING COPING WALL DUE TO STAIR CONSTRUCTION
8. RECONNECT RACEWAY SYSTEM REMOVED DURING DEMOLITION PHASE
9. COORDINATE FINAL LIGHT POLE LOCATION WITH CIVIL UTILITIES AND STRUCTURAL TIE BACK SYSTEM. REFER TO STRUCTURAL DRAWINGS FOR ADDITIONAL INFORMATION
10. EXTEND EXISTING CIRCUIT FROM EXISTING POST TOP LUMINAIRES PROTECTED IN PLACE DURING STRUCTURAL DEMOLITION PHASE TO NEW PROPOSED LIGHT POLES LP1-12 AND LP1-13. FOR BIDDING PURPOSES ASSUME 3/4" PVC CONDUIT AND 2#10 #10 GND.
11. REPLACE LIGHT POLE, FIXTURE AND FOUNDATION IN-KIND TO MATCH LOCAL ADJACENT POST TOP LIGHT POLES COORDINATE WITH OWNER FOR EXISTING LIGHT POLE AND LUMINAIRE MODEL NUMBERS. SEE NOTE 4 OF LUMINAIRE FIXTURE SCHEDULE IF ALTERNATIVE FIXTURE IS PROPOSED

ISSUED FOR BID
DATE JULY 03 2025

MOBILE

MOBILE RIVERFRONT REDEVELOPMENT
COOPER RIVERSIDE PARK

ELECTRICAL PLAN

mottott & nichol

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205 GOVERNMENT STREET
MOBILE AL 36602-0001
WWW.CITYOFMOBILE.ORG

Sheet Reference No.
E-101

1014

FURNISH & INSTALL (10) SURFACE MOUNT BOLLARDS

CIRCUIT #2 TO BE USED EXCLUDES COSTS TO REPAIR

AREA AFTER EXCAVATION

Annapolis

Product Data Sheet

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The Annapolis™ Bollard is a handsome sentinel that performs multiple maneuvers with style. Standard Bollard, Smart Bollard and Security Bollard share basic design and construction characteristics, specialize in their features and functions. Annapolis offers distinctive solutions in scope and detail for path making and wayfinding, safety and security in outdoor environments.

Annapolis™ Standard Bollard

- Available in 6" and 12" diameter, with or without low-voltage LED lighting.
- A protective polyethylene sleeve is available in black or silver.
- Embedded, removable, or surface mount bollard styles.
- A keyed lock secures the bollard when in the socket.
- All 6" styles, including 6" removable bollard may be fitted with the Smart bollard top to provide solar powered lighting.
- Removable bollard not available in hardwired.

Annapolis™ Smart Bollard

- Embedded, removable, or surface mount bollard style.
- The monocrystalline solar panel collects energy from the sun and converts it to electrical current.
- Energy is stored in a sealed lead-acid rechargeable battery that delivers extremely reliable power output over a long period of time.
- The microprocessor-based charge controller turns lights on at dusk and off at dawn.
- 4 white LEDs with 3500K correlated color temperature (CCT).

Annapolis™ Security Bollard

- Available in 6" and 12" diameter. 6" dia. security bollard may be specified with Smart solar-powered LED light.
- Security bollard is designed to be permanently embedded with a reinforced footing and internal concrete/steel reinforcement. Click here for the CAD drawings that show the optional security footing.

Technical Information		
	Hardwired	Solar
Lamp	1 Cree LED	4 Nichia LEDs
Color Temp	3500k	3500K
LED Luminous Flux	~10 lumens	~10 lumens
LED Energy Consumption	approximately 3 watts	.43 watt max
Input Voltage	120-277 VAC	n/a
TM21 LED Lifespan	60,000 hours	Up to 60,000 hours
Solar Top	n/a	Tempered Borosilicate glass top with Mono-Crystalline PV cells
Diffused Lens	UV stable impact modified translucent acrylic	UV stable impact modified translucent acrylic
Protection Rating	IP66 for light assembly	IP66 for solar light assembly
Horizontal Output	360°	360°
Average Direct Sunlight Exposure to Maintain Function	n/a	4 hours
Latitude Range	n/a	50° S to 50° N
Battery	n/a	Valve regulated lead-acid
Nominal Battery Voltage	n/a	6 volts
Capacity	n/a	7.0 amp/hr at 20/hr discharge rate
Temperature Range	n/a	-40° F to 115° F
Maximum Operation	n/a	14 hours

Annapolis

Product Data Sheet







Finishes

- Metal is finished with Landscape Forms' proprietary Pangard II® polyester powdercoat, a hard yet flexible finish that resists rusting, chipping, peeling and fading.
- Call for standard color chart.

To Specify

- Choose 6" or 12" diameter embedded style, 6" surface mount style, or 6" removable style.
- Specify black or silver protective polyethylene sleeve or without sleeve.
- Specify with or without lighting based on the following guidelines:
- 6" embedded and surface mount, available with hard wired or solar powered lighting; 6" removable only offered with solar lighting; 12" embedded only offered with hard wired lighting.

Example: 6" Surface Mount, Black Sleeve, Hard Wired LED Lighting

Warranty

Landscape Forms, Inc. warrants all products (other than noted exceptions) to be free from defects in material and/or workmanship for a period of three years from date of invoice. Noted exceptions: LED lighting products are warranted for six years.

Designed by Brian Kane, IDSA

	Style	Diameter	Height	Product Weight
	6"	6"	33"	Surface Mount: 47lbs Embedded: 80lbs Removable: 107lbs
	12"	12"	33"	Embedded: 200lbs
	6" Removable bollard			
	Protective sleeve			
	Lighted bollard top			

Visit landscapeforms.com for more information. Specifications are subject to change without notice. Landscape Forms supports the Landscape Architecture Foundation at the Second Century level.
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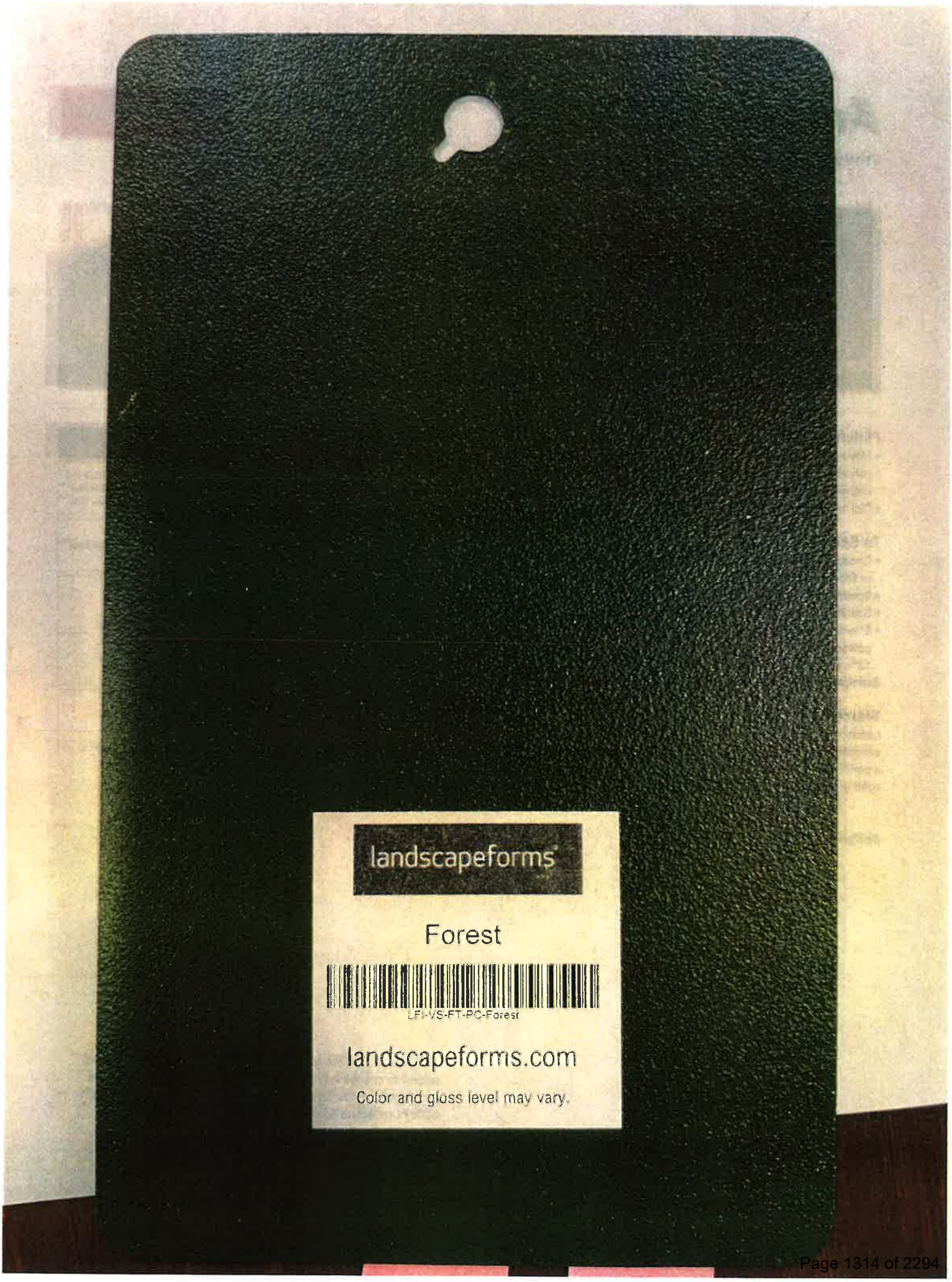
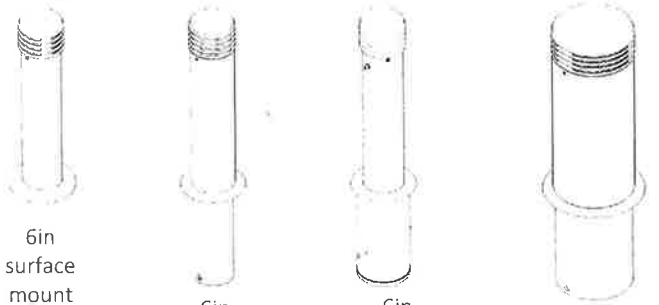

landscapeforms
Forest
LFI-VS-FT-PC-Forest
landscapeforms.com
Color and gloss level may vary.



Tools Required

- 3/16" hex key (for non-solar bollard without sleeve)
- 1/4" hex key (for non-solar bollard with sleeve)
- Surface mount bollard: The surface mount bollard has a 3/8" thick mounting plate that can accept 4 anchors up to 1/2" dia. thread size. If stud anchors are used, select an anchor length that allows the stud to extend 1" above the mounting surface. Non-corrosive anchoring hardware recommended.
- rebar for footing, if required
- drain tubing to engineered fill, if required

CAUTION! Fixtures and wiring must be installed in accordance with local codes and ordinances. Do not install lighted bollards within 10 feet of a pool, spa, or fountain.

NOTES:

- Locate bollard where solar light receives a minimum of 4 hours of direct sunlight per day. Avoid locations that would become shaded as the path of the sun changes with the seasons. Solar powered light is not suitable for installation at latitudes greater than 50 degrees.
- Landscape Forms is not responsible for site preparation, footings, or electrical wiring.
- The solar light ships with the battery connected. Exposing the unit to sunlight will activate the unit. Do not expose to sunlight until the bollard is ready to be installed in a location where it will receive required exposure to sunlight.
- Failure to allow for proper drainage may void the standard Landscape Forms warranty.

ASSEMBLE WITH CARE! Pangard II® Polyester Powdercoat is a strong, long-lasting finish. To protect this finish during assembly, place unwrapped powdercoated parts on packaging foam or other non-marring surface. Do not place or slide powdercoated parts on concrete or other hard or textured surface – this will damage the finish causing rust to occur. Use touch-up paint on any gouges in the finish caused by assembly tools.

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WARNING!: LED cartridge and driver are not rated for connection or disconnection while energized. Doing so may damage LEDs and will void the warranty. Disconnect incoming power before making or breaking any electrical connections.

1. Remove top retaining screws, top casting, optional plastic sleeve, and cover ring from bollard to be mounted. See Fig. 1 and Fig. 5.

PROCEDURE FOR EMBEDDED INSTALLATION, WITHOUT LIGHT:

2. Embed bollard tube in a concrete footing that meets local frost conditions. Be sure to allow for proper drainage. See Fig. 2 and Fig. 3.
3. Clean concrete from bollard tube before it sets. Allow concrete to cure.

PROCEDURE FOR INSTALLATION WITH LED LIGHT:

1. Complete steps 1-6 for surface mount installation or steps 1-3 for embedded.
2. **WITH POWER OFF**, connect fixture wires to supply wires using approved local electrical code standard connectors.

PROCEDURE FOR SURFACE MOUNT INSTALLATION, WITHOUT LIGHT:

2. Place bollard in the desired position and mark hole locations. See Fig. 6.
3. Move bollard to allow access for drilling holes..
4. Drill holes at marked locations according to anchor manufacturer's specification.
5. Clear holes of debris.
6. Complete the anchor installation according to the anchor manufacturer's instructions.

FINAL INSTALLATION STEP:

1. Assemble remaining components. Align holes in top casting with threaded holes for retaining screws. Retaining screws should pass through holes in top casting.

PROCEDURE FOR SOLAR LIGHT INSTALLATION:

1. See page 3.
2. Removing and maintenance-charging the battery every 6 months will help maintain a healthy battery.
3. WARNING! Improperly connecting the battery will irreparably damage the charge controller. Always ensure proper connections.

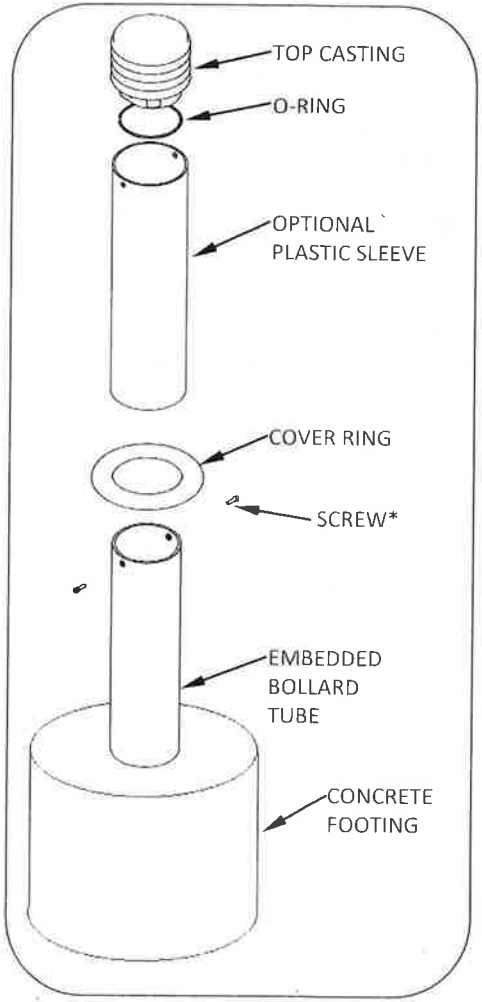

FIG. 1 - EMBEDDED BOLLARD ASSEMBLY

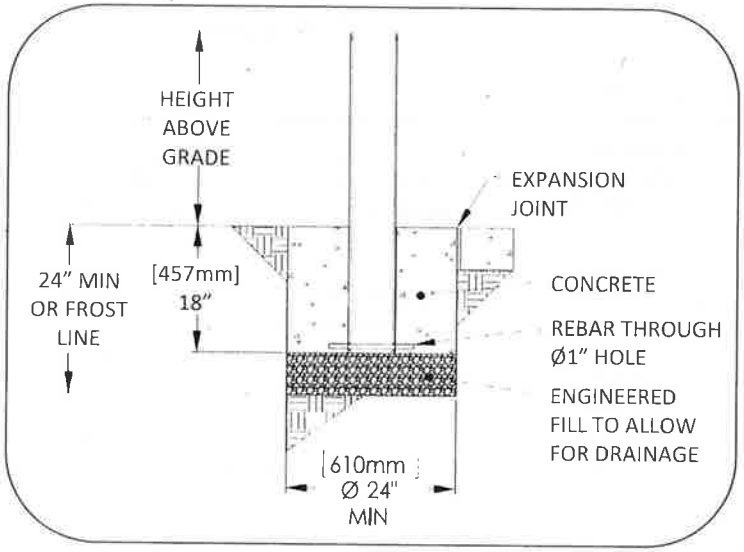

FIG. 2 - FOOTING DETAIL FOR EMBEDDED BOLLARD WITH NO LIGHT OR SOLAR LIGHT

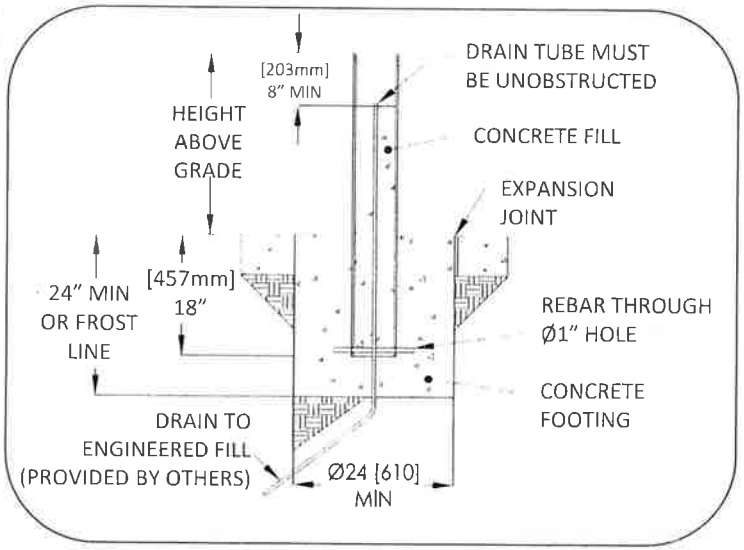

FIG. 3 - ALT FOOTING FOR EMBEDDED BOLLARD WITH INTERNAL CONCRETE FOR MINIMUM SECURITY

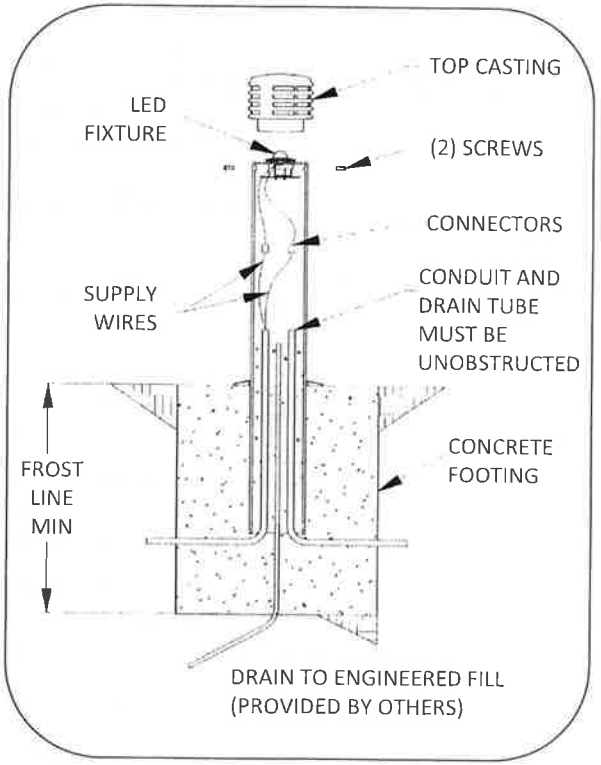

FIG. 4 – ALTERNATE FOOTING DETAIL FOR EMBEDDED BOLLARD WITH LOW VOLTAGE LIGHT

HEIGHT ABOVE GRADE: 27-1/2" FOR 6" BOLLARD, 27" FOR 12" BOLLARD

DEPTH OF FOOTING: MIN 24" OR AS FROST CONDITIONS REQUIRE

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PROCEDURE FOR SOLAR LIGHT INSTALLATION:

1. Surface mount and embedded units ship fully assembled with cover ring shipping loose. The top casting needs to be removed to install cover ring. Remove top retaining screws, top casting with solar light, and optional plastic sleeve from bollard to be mounted. Solar light and battery bracket remain attached to top casting with wing nuts. Removable units ship with the cover ring pre-installed.

NOTE: Solar bollards are shipped with a pin-in-hex key for security screws. Solar panel in top casting ships connected to battery.

2. Complete surface mount installation steps 1-6 or embedded installation steps 1-3.
3. Assemble cover ring and optional sleeve.
4. Assemble top casting with solar light and battery to the bollard tube. Align holes in top casting with threaded holes for retaining screws. Retaining screws should pass through holes in top casting.

WARNING!: LED cartridge and driver are not rated for connection or disconnection while energized. Doing so may damage LEDs and will void the warranty. Disconnect incoming power before making or breaking any electrical connections.

WARNING!: Battery ships from the factory connected to the solar panel. Do not expose the unit to sunlight until ready to install. Improperly connecting the battery will irreparably damage the charge controller.

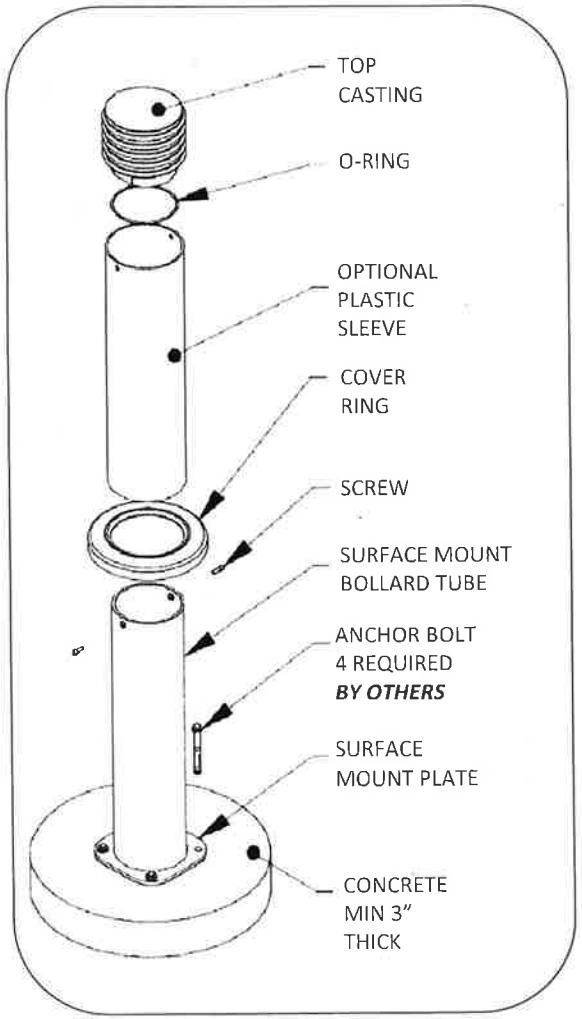

FIG. 5 - SURFACE MOUNT BOLLARD ASSEMBLY

DEPTH OF FOOTING: MIN 24" OR AS FROST CONDITIONS REQUIRE

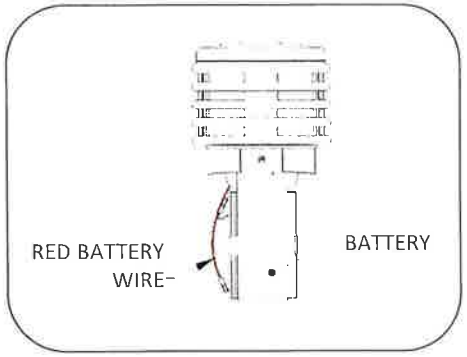

FIG.7 - BATTERY CONNECTION

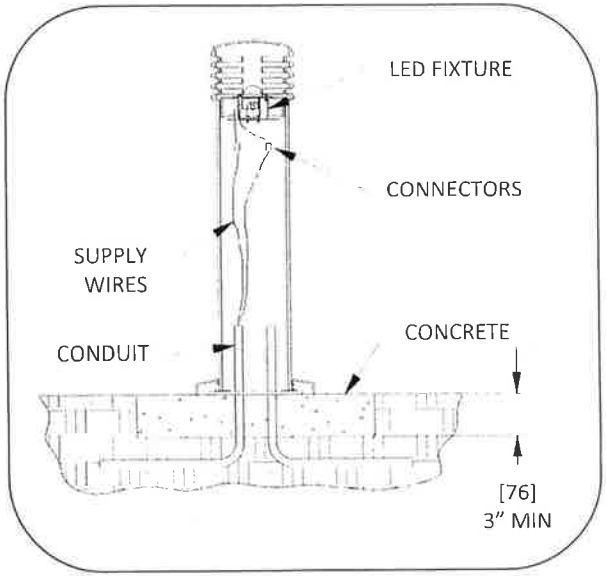

FIG. 6 - SURFACE MOUNT BOLLARD WITH LED LOW VOLTAGE LIGHT DETAIL

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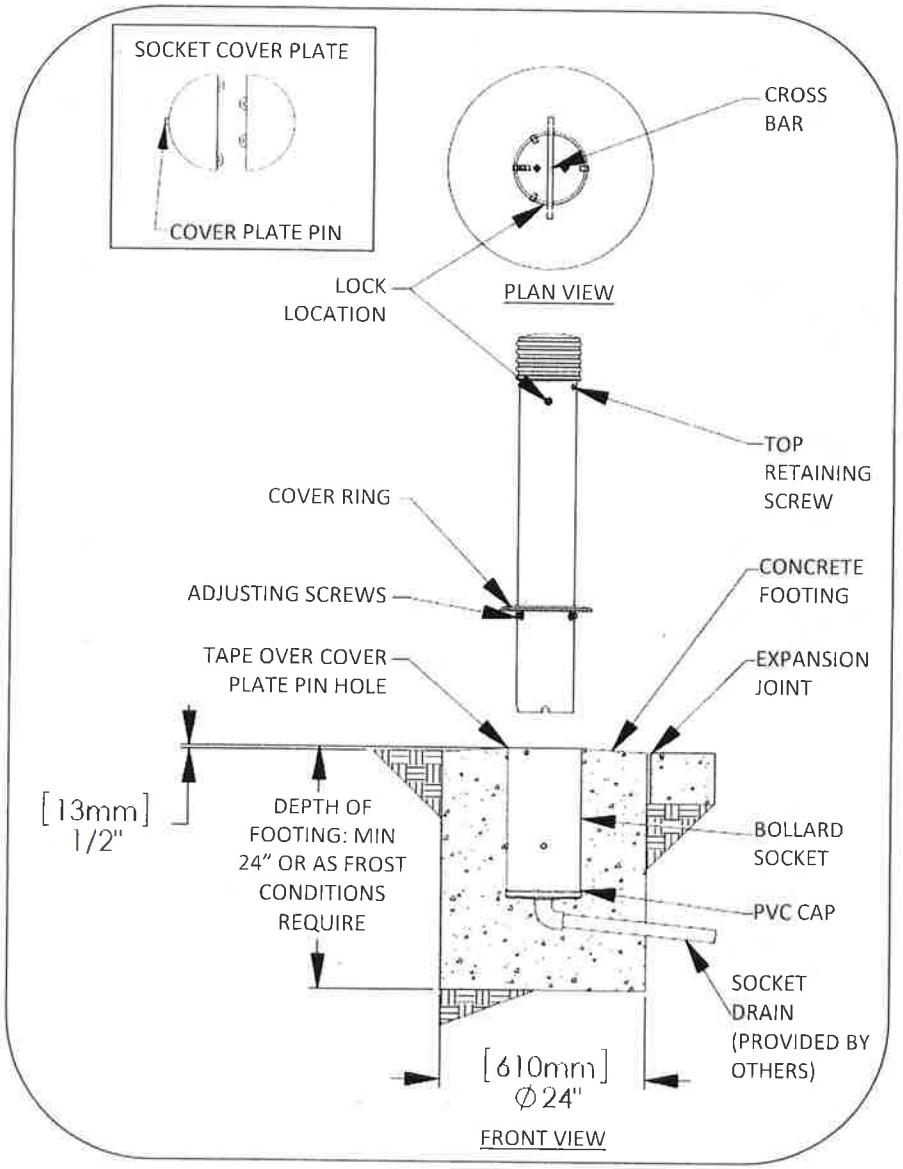


FIG. 8 - REMOVABLE BOLLARD ASSEMBLY

WARNING! TO AVOID INJURY TO PERSONS HANDLING BOLLARD, USE TWO PEOPLE TO TEAM LIFT AND CARRY BOLLARD. Weight of bollard is 75lbs.

PROCEDURE FOR EMBEDDING THE REMOVABLE BOLLARD SOCKET:

1. Excavate for socket footing and install drain, see Fig. 8. Depth of socket is 18 inches. Depth of footing is minimum 24 inches or as frost conditions require.
2. Before pouring concrete, make sure the factory-installed tape covers the outside of the hole near the upper end of the socket. Make sure lower end of socket is sealed to prevent concrete from entering. PVC cap make be cut to fit drain connection.

PROCEDURE FOR INSTALLING REMOVABLE BOLLARD:

1. Remove socket cover plate and separate halves. *(Hint: use a flat blade screwdriver to pry up edge opposite cover plate pin.)*
2. Store socket cover plate below cross bar inside socket.
3. Use key to open bollard latch (key horizontal). Remove key.
4. Position bollard near socket and align three slots in bollard with bars in socket.
5. Ease bollard into socket. Twist until bars fit into slots.

CAUTION! Dropping bollard into socket may damage bollard or socket.

6. Adjusting screws may be used to adjust fit between bollard and socket. Be sure locknuts are tight.
7. Use key to close latch (key will be vertical). Remove key.
8. Pull up on bollard to ensure latch is engaged.

PROCEDURE FOR REMOVING REMOVABLE BOLLARD:

1. Use key to open latch (key will be horizontal). Remove key.
2. Carefully lift bollard out of socket and store on non-marring surface.
3. Retrieve socket cover plate halves from bottom of socket.
4. Place cover plate half with pin into socket, see Fig. 8. Place second half into socket.

1015

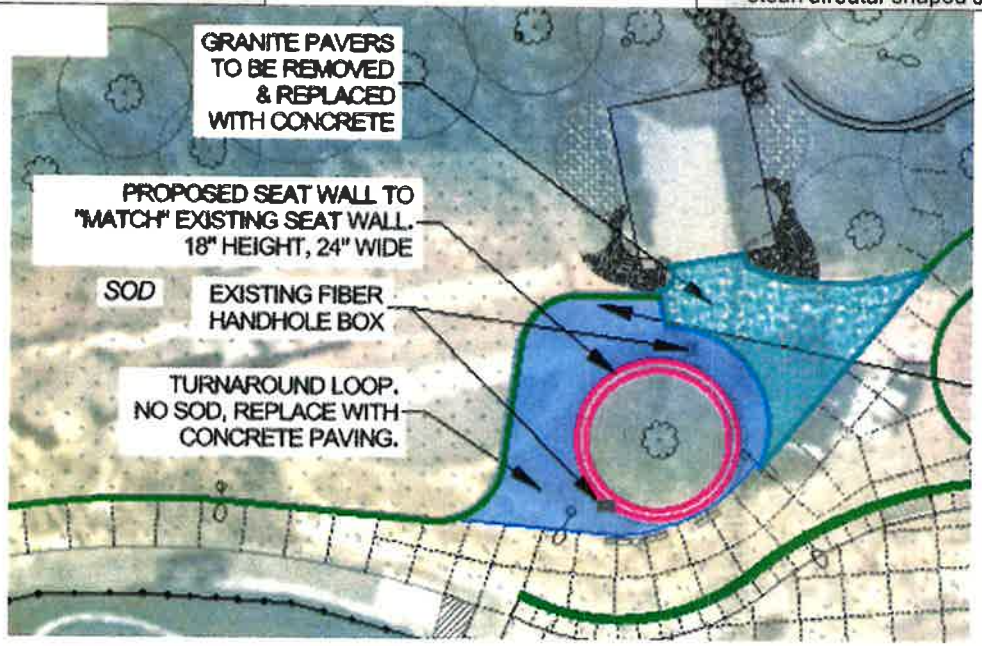
CIRCULAR SEAT WALL AT OAK TREE

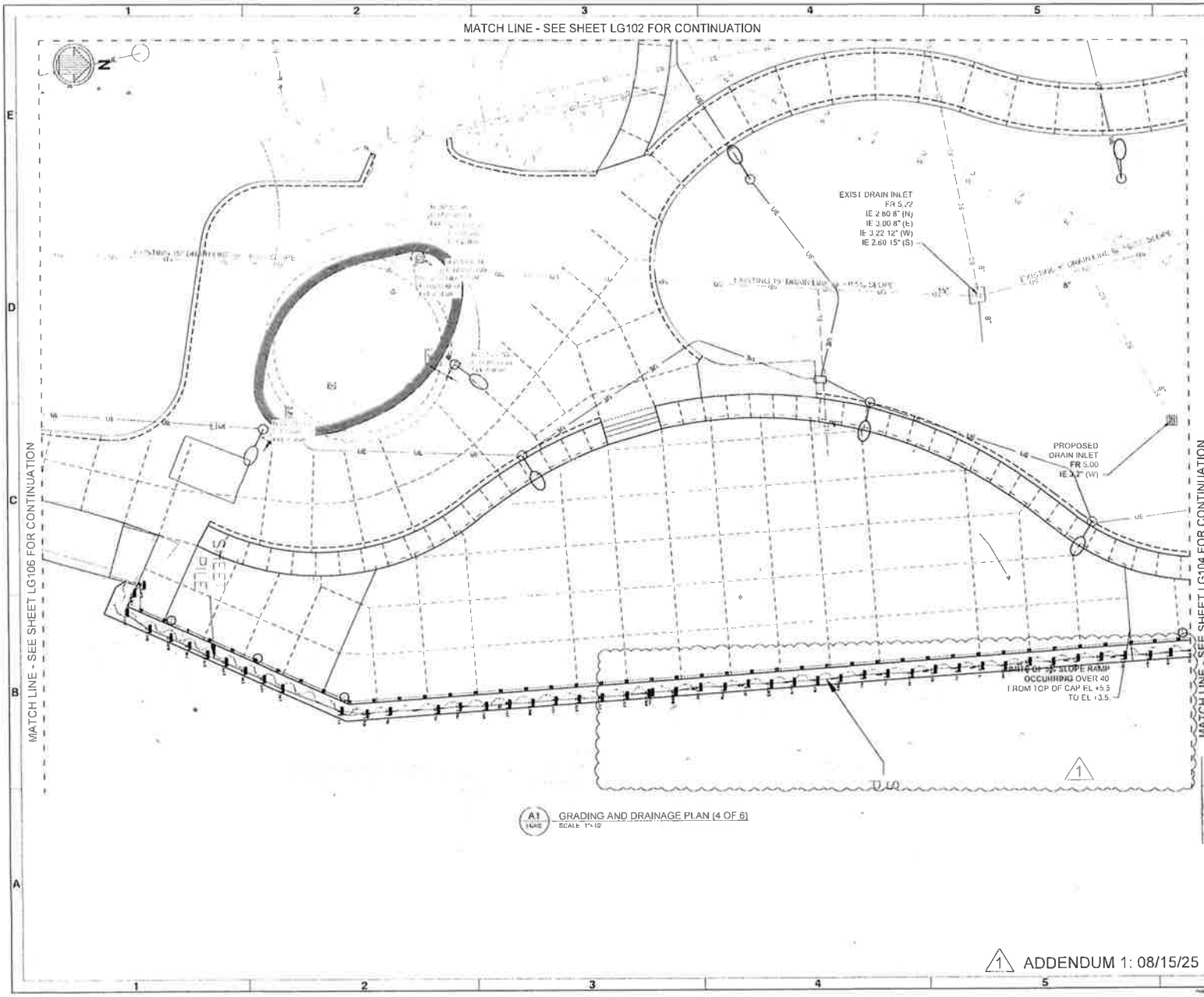
&

1016

ADDITIONAL CONCRETE PAVING AT CIRCULAR SEAT WALL

Item	Concept / Proposal	Key constraints / risks	Client decision needed
Turnaround Loop for trucks	1/22/2026: Proposing to add a curved path (as shown below) around the oak tree to allow for a smooth turnaround loop. Monster Float – 12'W x 10'H x 5'D (pictured below) is small and can be pulled by 2 people, not a vehicle. Stakeholder shared the float information.	**- Circular or elliptical shape to be adjusted in field.** **- Shape depends on (and are not limited to) existing utilities, root system, and park features.**	
	1/27/2026: The stakeholders REALLY want the turnaround loop and a seat wall around the oak tree to prevent soil from washing out all over the pavement when it rains, to allow for more seating and to create a uniform look throughout the park with having walls outlining flowerbeds.		**Question 3.** City to confirm M&N to proceed. **Answer 3.** Proceed with including the turnaround loop and 18" tall and 24" wide seat wall around the oak tree. A clean circular shaped seat wall.



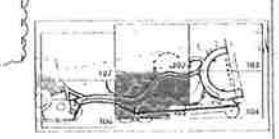


NOTES:

1. TOP OF EXIST BULKHEAD ANCHORAGE PIPE PILES (BY OTHERS) ARE TYPICALLY WITHIN 1' OF FINISH GRADE ELEVATIONS.
2. EXIST 6" DIA. PVC SLEEVES WITH TIE-ROD ANCHORS BETWEEN STEEL PIPE PILES AND BULKHEAD SHALL BE PROTECTED FROM DAMAGE AT ALL TIMES. BACKFILL MATERIAL INSTALLED BY OTHERS HAS MINIMAL COVER OVER PVC PIPE SLEEVES SO PAVEMENT FORMWORK AND INSTALLATION SHALL PROHIBIT HEAVY EQUIPMENT LOADS WITHIN ALL AREAS NOTED REAR OF BULKHEAD HEAD.
3. SEE SHEET LS105 FOR INFORMATION RELATED TO CONCRETE PAVING WALLS AND DETAIL REFERENCES.

ABBREVIATIONS

PG - PROPOSED GRADE
ME - MATCH EXISTING
TOS = TOP OF STEP
BOS = BOTTOM OF STEP
TOW = TOP OF WALL
BOW = BOTTOM OF WALL
LL - LOWER LEVEL
TOF - TOP OF FOUNDATION



KEY PLAN
1" = 200'

SCALE 1"=10'

ISSUED FOR CONSTRUCTION
DATE: SEPTEMBER 16, 2025

1 ADDENDUM 1: 08/15/25

MOBILE ALABAMA

MOBILE RIVERFRONT REDEVELOPMENT
COOPER RIVERSIDE PARK

GRADING AND DRAINAGE PLAN
(4 OF 6)

mottatt & nichol
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MOBILE, AL 36602
(251) 216-4000
WWW.MOTTATTNICHOL.COM
CERT. OF AUTH. # EC4287E

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Sheet Reference No
LG105
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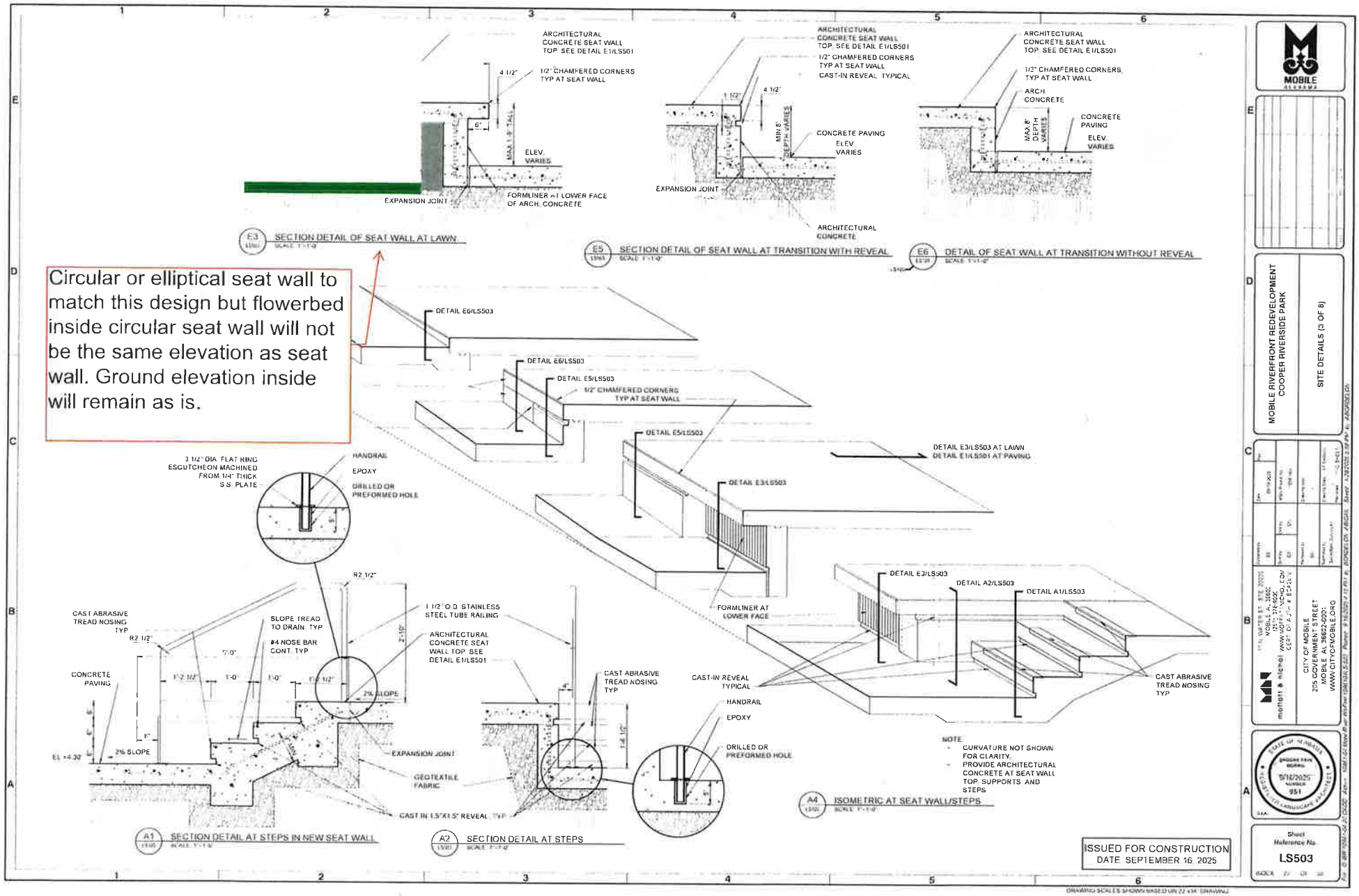
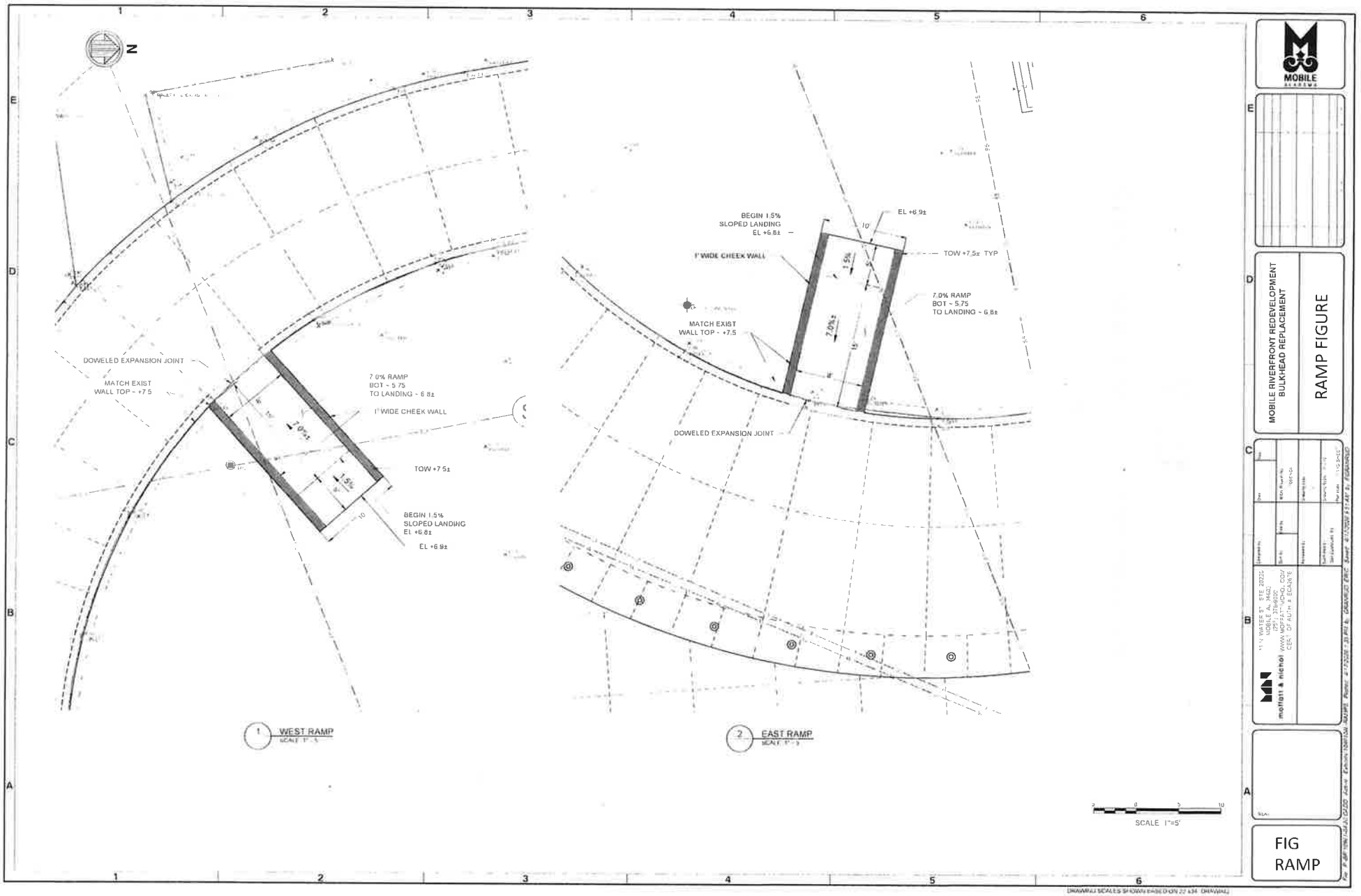

ARCHITECTURAL CONCRETE SEAT WALL TOP. SEE DETAIL E1/LS501
1/2" CHAMFERED CORNERS TYP AT SEAT WALL
4 1/2"
6"
MAX 1'-8" TALL
ELEV. VARIES
FORMLINER AT LOWER FACE OF ARCH. CONCRETE
EXPANSION JOINT
E3 SECTION DETAIL OF SEAT WALL AT LAWN
ARCHITECTURAL CONCRETE SEAT WALL TOP. SEE DETAIL E1/LS501
1/2" CHAMFERED CORNERS TYP AT SEAT WALL CAST-IN REVEAL TYPICAL
1 1/2"
4 1/2"
MIN 8" DEPTH VARIES
CONCRETE PAVING
ELEV. VARIES
EXPANSION JOINT
ARCHITECTURAL CONCRETE
E5 SECTION DETAIL OF SEAT WALL AT TRANSITION WITH REVEAL
ARCHITECTURAL CONCRETE SEAT WALL TOP. SEE DETAIL E1/LS501
1/2" CHAMFERED CORNERS TYP AT SEAT WALL
ARCH CONCRETE
MAX 8" DEPTH VARIES
CONCRETE PAVING
ELEV. VARIES
E6 DETAIL OF SEAT WALL AT TRANSITION WITHOUT REVEAL
Circular or elliptical seat wall to match this design but flowerbed inside circular seat wall will not be the same elevation as seat wall. Ground elevation inside will remain as is.
DETAIL E6/LS503
DETAIL E8/LS503
DETAIL E5/LS503
1/2" CHAMFERED CORNERS TYP AT SEAT WALL
DETAIL E5/LS503
DETAIL E3/LS503
DETAIL E3/LS503 AT LAWN
DETAIL E1/LS501 AT PAVING
FORMLINER AT LOWER FACE
DETAIL E3/LS503
DETAIL A2/LS503
DETAIL A1/LS503
CAST-IN REVEAL TYPICAL
CAST ABRASIVE TREAD NOSING TYP
3 1/2" DIA. FLAT RING ESCUTCHEON MACHINED FROM 1/4" THICK S.S. PLATE
HANDRAIL
EPOXY
DRILLED OR PREFORMED HOLE
CAST ABRASIVE TREAD NOSING TYP
R2 1/2"
SLOPE TREAD TO DRAIN, TYP
#4 NOSE BAR CONT. TYP
1 1/2" O.D. STAINLESS STEEL TUBE RAILING
ARCHITECTURAL CONCRETE SEAT WALL TOP. SEE DETAIL E1/LS501
CONCRETE PAVING
2% SLOPE
EL +4.33
EXPANSION JOINT
GEOTEXTILE FABRIC
CAST IN 1.5"X1.5" REVEAL TYP.
CAST ABRASIVE TREAD NOSING TYP
HANDRAIL
EPOXY
DRILLED OR PREFORMED HOLE
NOTE
- CURVATURE NOT SHOWN FOR CLARITY. PROVIDE ARCHITECTURAL CONCRETE AT SEAT WALL TOP, SUPPORTS AND STEPS
A1 SECTION DETAIL AT STEPS IN NEW SEAT WALL
A2 SECTION DETAIL AT STEPS
A4 ISOMETRIC AT SEAT WALL/STEPS
ISSUED FOR CONSTRUCTION
DATE SEPTEMBER 16, 2025
MOBILE RIVERFRONT REDEVELOPMENT
COOPER RIVERSIDE PARK
SITE DETAILS (3 OF 8)
CITY OF MOBILE
205 GOVERNMENT STREET
MOBILE, ALABAMA 36602
WWW.CITYOFMOBILE.ORG
Sheet Reference No.
LS503

1017

WEST & EAST RAMP AND CHEEK WALLS INCLUDING

DEMO


N
DOWELED EXPANSION JOINT
MATCH EXIST
WALL TOP ~ +7.5
7.0% RAMP
BOT ~ 5.75
TO LANDING ~ 6.8±
1' WIDE CHEEK WALL
TOW +7.5±
BEGIN 1.5%
SLOPED LANDING
EL +6.8±
EL +6.9±
1' WIDE CHEEK WALL
BEGIN 1.5%
SLOPED LANDING
EL +6.8±
EL +6.9±
TOW +7.5± TYP
7.0% RAMP
BOT ~ 5.75
TO LANDING ~ 6.8±
MATCH EXIST
WALL TOP ~ +7.5
DOWELED EXPANSION JOINT
1 WEST RAMP
SCALE 1" = 5'
2 EAST RAMP
SCALE 1" = 5'
SCALE 1"=5'
MOBILE RIVERFRONT REDEVELOPMENT
BULKHEAD REPLACEMENT
RAMP FIGURE
FIG
RAMP

1018

STAMPED CONCRETE AT COOPER BENCH





CONCRETE WOOD SEAMLESS STAMPS - OLD WOOD GRAIN PLANK SKINS

$299.09

Stamp:

3 Piece Set

Quantity:

− 1 +

Ships from Illinois (Click for average Ground delivery map)

Shipping: This Product can take 5 to 10 business days to ship out.

Ships via FedEx/UPS only

ADD TO CART

Share

1019

BELGARD TUMBLED CONCRETE PAVERS

late and Granite – From the information I was given, these pavers can be tumbled by a local company to give a more realistic appearance (takes several

STONE

HERITAGE COLLECTION





1020

ADDITIONAL TOPPING COATING TO REPLACE BROKEN

PAVERS

&

1023

JOINTING AT TOPPING SLAB (SIKA

BACKER/POLYETHYLENE BOND BREAKER TAPE

01/29/2026

PL RUSSELL

Regarding: Mobile Riverfront Redevelopment - Cooper Riverside Project
Mobile AL
Concrete Mix Submittal

To Whom It Concerns,

Attached for review is our concrete mix design submittal for the above referenced project. The submittal consist of a cover letter, a submittal form identifying the submitted mix by description, and material certifications stating material compatibility.

If you have any questions or need any additional information, please let us know.

We look forward to serving you on this project.

Sincerely,

Leighton Reynolds
Quality Assurance Manager

Date: 01/29/2026

MMC Materials

Gulfport Office
14312 Creosote Rd.
Gulfport, MS 39503
(228) 868-4853 (MS DISPATCH) - (228) 868-1264 (MAIN)
(251) 408-0700 (AL DISPATCH)

Project: Mobile Riverfront Redevelopment – Cooper Riverside Project
Location: Mobile AL
Contractor: PL RUSSELL

Phone: 251.622.7872
Contact: Leighton Reynolds

To Whom It Concerns,

We are pleased to submit the following concrete mix design(s) for your approval:

Mix	Use	Slump	Air	W/CM	Specified Strength
M4120613 4000 PSI PGVL NO AIR	TOPPING SLAB	2-4\3	0-3\2	0.42	4000 psi @ 28 Days

We guarantee that these mix design(s) yield 27 cubic feet at the point of discharge (before pumping) and are in accord with ACI-318 and ASTM C-94 and will meet the specified strength requirement when sampling, testing and curing are performed and test results are evaluated in accordance with applicable ASTM and/or ACI standards and specifications and when such is executed by personnel certified by ACI. ASTM C-94 requires that the ready-mix producer be given copies of test reports and we request that we receive these reports to properly manage your project. The contractor assumes the responsibility of obtaining approved mix designs prior to placement.

Sincerely,

Leighton Reynolds

CONCRETE MIX DESIGN

DATE: 01/29/2026

CUSTOMER:	**PL RUSSELL**	**MIX NUMBER**	**M4120613**
PROJECT NAME	**Mobile Riverfront Redevelopment – Cooper Riverside Project**	Design Strength	4000 psi @ 28 Days
INTENDED USE	**TOPPING SLAB**		

Material Type	Material Description	Specific Gravity	Mass lbs	Volume Cu.ft.
Aggregate	GRAVEL #8	2.61	**1800**	11.052
	COUCH SAND	2.62	**1301**	7.960
Cement	PLC CEMENT	3.15	**489**	2.488
Additive	BORAL FLYASH CLASS F	2.37	**122**	0.825
Admixture	WATER REDUCING ADMIX	1.06		
	Dosage: 3 fl oz/100 lb CM			
Water	WATER	1	**258**	4.135
Air	Air			0.540
		Total	**3970 lb**	27.00 ft3

Air Content	0-3\2	**Nominal Maximum Size**	3/8" (9.5mm)
Slump	2-4\3	**Unit Weight**	147.05 lb/ft3
W/CM Ratio	0.42		

Note: The above admixture dosage rates are estimated values. These dosage rates may need to be adjusted to compensate for changing environmental conditions and will be adjusted to meet the requirements of the project. Air entraining admixtures are especially impacted due to these changes, and require frequent monitoring and adjustments to ensure air specifications are met. The ranges for these adjustments are listed above.

Upon contractor's request: an accelerating, hydration stabilizing or retarding admixture shall be added to the above mix design to accelerate or slow the set down during placement and finishing. This will not adversely affect the performance of the mix in any way. Delivery tickets will reflect the admixture addition.

To increase the workability of the design without exceeding the w/cm ratio, the contractor shall request a Mid-Range (7.0" MAX) or High-Range (8.5" MAX) Water Reducing admixture to be added as an additional product. Delivery tickets will reflect the addition when a Mid-Range or High Range Water Reducing admixture is ordered.

MMC Materials respectfully requests the air entrained tolerance be modified to meet the design criteria per ACI 318 section 4.4.1 to +/- 1.5%.

MIX DESIGN STATISTICAL DATA

Mix I.D. Number: M4120613

Mix Description: 4000 PSI

Test #	Sample Date	Slump (inches)	Con. Temp°	% Air Content	7 Day Comp PSI	28 Day Comp PSI	28 Day Comp PSI	28 Day Avg.	Moving 3 Day Avg: 28 Day Comp PSI	Moving 10 Std Dev: 28 Day Comp PSI
1	2/11/25	4.00	72		4640	5520	5440	5480		
2	2/12/25	4.00	78		2950	5030	5180	5105		
3	3/28/25	4.50	78		3800	5200	5510	5355	5313	
4	6/29/25	3.00	77		4250	5400	5590	5495	5318	
5	10/23/25	4.00	72		3440	5110	5280	5195	5348	
6	10/23/25	3.75	73		4030	6110	5630	5870	5520	
7	10/23/25	3.50	73		3150	5290	4810	5050	5372	
8	10/23/25	4.50	73		2960	5610	4990	5300	5407	
9	10/23/25	4.00	73		2950	5050	4870	4960	5103	
10	10/23/25	3.25	80		4100	5650	5590	5620	5293	281
11	10/23/25	3.50	73		3000	4990	5080	5035	5205	292
12	10/23/25	4.00	75		2735	5140	5800	5470	5375	288
13	10/23/25	3.50	79		3327	5370	5790	5580	5362	298
14	10/23/25	3.50	86		3810	5580	5590	5585	5545	304
15	10/23/25	3.00	79		2870	5850	5900	5875	5680	336
16	10/23/25	3.00	85		3570	5020	5450	5235	5565	303
17	10/23/25	4.50	72		3400	4970	5230	5100	5403	297
18	10/24/25	2.50	86		5620	6920	6160	6540	5625	470
19	10/24/25	4.50	72		3080	4600	5360	4980	5540	468
20	10/24/25	5.00	70		3250	4780	5140	4960	5493	495
21	10/24/25	4.50	70		2960	4170	5660	4915	4952	507
22	10/24/25	4.50	70		3570	5490	5400	5445	5107	507
23	12/9/25	2.50	69		3330	5230	5420	5325	5228	504
24	12/10/25	4.75	57		3480	4870	4990	4930	5233	519
25	12/10/25	4.75	58		3170	5030	5070	5050	5102	488
26	12/10/25	5.00	58		3030	5060	4710	4885	4955	501
Average		3.90	73					5321	5335	403

26 Test Std. Deviation = 390

$f'_{cr}=f'_c + 1.34s$ = 4522

$f'_{cr}=f'_c + 2.33s-500$ = 4408

AMRIZE
BUILD YOUR AMBITION

Brand: OneCem®
Material: Blended Cement
Type: IL (10) MS

Material Certification Report

Test Period: 01-Aug-2025 to 31-Aug-2025
Date Issued: 11-Sep-2025

Certification

This cement meets the specifications of ASTM C595 and AASHTO M 240 for Type IL cement.

General Information

Supplier:	Amrize Cement Inc.	Source Location:	Theodore Plant
Address:	8700 West Bryn Mawr Ave Chicago, IL 60631		3051 Hamilton Blvd Theodore, AL 36582
Contact:		Contact:	Zheng Liu / (251) 443-1290

The following is based on average test data during the test period. The data is typical of product shipped from this source; individual shipments may vary.

Test Data on ASTM Standard Requirements

Chemical			Physical		
Item	Limit [1]	Result	Item	Limit [1]	Result
Sulfate as SO_3 (%)[2] (C114)	3.0 max	3.4	+45 um (No. 325) Sieve (%) (C430)	-	1.3
Loss on Ignition (%) (C114)	10.0 max	4.1	Blaine Fineness (m^2/kg) (C204)	-	507
			Density (g/cm^3) (Specific Gravity) (C188)	-	3.10
$CaCO_3$ in Limestone (%) (C114)	40 min	90	Initial Vicat (minutes) (C191)	45-420	97
Total $CaCO_3 + MgCO_3$ in LS (%)[4] (C114)	70 min	91	Air Content (%) (C185)	12 max	6
			Compressive Strength MPa (psi) (C109)		
			3 day	13.0 (1890) min	28.3 (4100)
			7 day	20.0 (2900) min	37.2 (5400)
			28 day (previous month's data)	25.0 (3630) min	50.9 (7380)
			Mortar Bar Expansion (%) (C1038)	0.020 max	0.004
			Sulfate Exp. @180 days (%)[3] (C1012)	0.10 max	0.07

Test Data on ASTM Optional Requirements

Chemical			Physical		
Item	Limit [1]	Result	Item	Limit [1]	Result
Limestone (%) (C595)	12.5 max	9.1			

Notes (*1-9)

[1] Dashes in the Limit/Result columns mean Not Applicable.
[2] It is permissible to exceed the specification limit provided that ASTM C1038 Mortar Bar Expansion does not exceed 0.020% at 14 days.
[3] Current Production run not available; most recent results provided. The ASTM C1012 limit for moderate sulfate expansion is 0.10% maximum at 180 days; the limit for high sulfate expansion is either 0.05% maximum at 180 days or 0.10% maximum at one year.
[4] LS is the abbreviation for limestone.
This data may have been reported on previous Material Certification Reports. It is typical of the cement being currently shipped.

Printed: 9/11/2025 12:24:07 PM
Version: 180412

Zheng Liu.
Quality Manager

ECOMATERIAL TECHNOLOGIES

Materials Testing & Research Facility
2650 Old State Hwy 113
Taylorsville, GA 30178
770-684-0102

ASTM C618 / AASHTO M295 Testing of Barry Class F Coal Ash

Sample Date: 4/1 - 4/30/25
Sample Type: Monthly
Sample ID: Unit 5 Silo

Report Date: 6/25/2025
MTRF ID: 250792

Chemical Analysis	Results	ASTM Limit Class F / C	AASHTO Limit Class F / C
Silicon Dioxide (SiO2)	61.16 %		
Aluminum Oxide (Al2O3)	19.86 %		
Iron Oxide (Fe2O3)	7.67 %		
Sum (SiO2+Al2O3+Fe2O3)	88.69 %	50.0 min	50.0 min
Sulfur Trioxide (SO3)	0.44 %	5.0 max	5.0 max
Calcium Oxide (CaO)	2.66 %	18.0 max / >18.0	18.0 max / >18.0
Magnesium Oxide (MgO)	1.49 %		
Sodium Oxide (Na2O)	1.66 %		
Potassium Oxide (K2O)	2.04 %		
Total Alkali (Sodium Oxide Equivalent)	3.0 %		
Moisture	0.07 %	3.0 max	3.0 max
Loss on Ignition	0.77 %	6.0 max	5.0 max
Physical Analysis			
Fineness, % retained on 45-µm sieve	16.21 %	34 max	34 max
Strength Activity Index - 7 or 28 day requirement			
7 day, % of control	86 %	75 min	75 min
28 day, % of control	99 %	75 min	75 min
Water Requirement, % control	94 %	105 max	105 max
Density, ASTM C604	2.44 g/cm3		

The test data listed herein was generated by applicable ASTM methods. The reported results pertain only to the sample(s) or lot(s) tested. This report cannot be reproduced without permission from EM Resources LLC. This material meets the requirements of Florida DOT 929 specification and Mississippi DOT Section 714.05.2.

Meeting either 7-day or 28-day strength activity index indicates specification compliance

Tyler Lambert
QA Manager

AASHTO ACCREDITED



AGGREGATE GRADATION - SPECIFIC GRAVITY - EVAPORABLE MOISTURE

SOURCE and SAMPLING INFORMATION

Aggregate Source:	Couch	Aggregate Type:	#8
Source Base FM:		Sample # :	
Sampling Location:	Plant Stockpile	Corresponding Split Sample # :	
Quantity Represented:			
Sampled by:	LR	Date Sampled:	11/17/2025
Tested by:	LR	Date Tested:	11/18/2025

Initial Dry Weight (grams): 1047.0 — Minimum Initial Dry Weight Required (grams): 1000 — Acceptable

Record all weights to the nearest 0.1 grams

Sieve		Weight Retained (grams) Cumulative	Weight Retained (grams) Individual	Percent Retained (%) Cumulative	Percent Retained (%) Between Sieves	Total Percent Passing (%)	Required Percent (%) MIN	Required Percent (%) MAX	Gradation Status
2 inch	63.0 mm	0.0				100.0			
1-1/2 inch	50.0 mm	0.0				100.0			
1-1/4 inch	37.5 mm	0.0				100.0			
1 inch	25.0 mm	0.0				100.0			
3/4 inch	19.0 mm	0.0				100.0			
1/2 inch	12.5 mm	0.0				100.0	100	100	Acceptable
3/8 inch	9.5 mm	56.0	56.0	5.3	5.3	94.7	85	100	Acceptable
No. 4	4.75 mm	912.0	856.0	87.1	81.8	12.9	10	30	Acceptable
No. 8	2.36 mm	1038.0	126.0	99.1	12.0	0.9	0	10	Acceptable
No. 16	1.18 mm	1041.0	3.0	99.4	0.3	0.6	0	5	Acceptable
No. 30	0.6 mm	0.0	-1041.0						
No. 40	0.425 mm	0.0							
No. 50	0.3 mm	0.0							
No. 100	0.15 mm	0.0							
Pan		1046.0	1046.0	99.9					
Total		1046.0							

Required Final Dry Weight Range (grams): 1043.9 — 1050.1 — Acceptable

GRADATION SUMMARY

Did the Initial Dry Sample Weight meet or exceed the Minimum required weight? Yes.
Did the gradation meet all the requirements for gradation? Yes.
Is the Total Weight within 0.3% of Initial Dry Weight? Yes.

Sieve size: 16 x 24 inch
Was any sieve overloaded? No.

Fineness Modulus: 5.91

GRADATION STATUS: Acceptable

SPECIFIC GRAVITY INFORMATION

Record all weights to the nearest 0.1 grams

FINE AGGREGATE

Pycnometer Method

Mass of oven-dry specimen in air:	A	Bulk SG (*OD Basis*):	
Mass of pycnometer filled with water:	B	Bulk SG (SSD Basis):	
Mass of pycnometer with specimen and water to calibration mark:	C	Apparent SG:	
Mass of saturated, surface-dry specimen:	S	Absorption (%):	

COARSE AGGREGATE

Mass of oven-dry specimen in air:	A	Bulk SG (*OD Basis*):	
Mass of saturated, surface-dry specimen in air:	B	Bulk SG (SSD Basis):	
Mass of saturated sample in water:	C	Absorption (%):	

EVAPORABLE MOISTURE

Record all weights to the nearest 0.1 grams

Mass of original sample:	W
Mass of dried sample:	D
Total evaporable moisture content of sample (%):	P
Surface moisture (%):	SM

Comments:

SIGNATURE



AGGREGATE GRADATION - SPECIFIC GRAVITY - EVAPORABLE MOISTURE

SOURCE and SAMPLING INFORMATION

Aggregate Source:	Couch	Aggregate Type:	Fine
Source Base FM:		Sample # :	
Sampling Location:	Plant Stockpile	Corresponding Split Sample # :	
Quantity Represented:	Theodore Plant		
Sampled by:	LR	Date Sampled:	9/25/2025
Tested by:	LR	Date Tested:	9/26/2025

Initial Dry Weight (grams): 464.1 — Minimum Initial Dry Weight Required (grams): 300 — Acceptable

Record all weights to the nearest 0.1 grams

Sieve		Weight Retained (grams) Cumulative	Weight Retained (grams) Individual	Percent Retained (%) Cumulative	Percent Retained (%) Between Sieves	Total Percent Passing (%)	Required Percent (%) MIN	Required Percent (%) MAX	Gradation Status
2 inch	63.0 mm	0.0				100.0			
1-1/2 inch	50.0 mm	0.0				100.0			
1-1/4 inch	37.5 mm	0.0				100.0			
1 inch	25.0 mm	0.0				100.0			
3/4 inch	19.0 mm	0.0				100.0			
1/2 inch	12.5 mm	0.0				100.0			
3/8 inch	9.5 mm	0.0				100.0	100	100	Acceptable
No. 4	4.75 mm	9.6	9.6	2.1	2.1	97.9	95	100	Acceptable
No. 8	2.36 mm	37.2	28.6	8.2	6.1	91.8	80	100	Acceptable
No. 16	1.18 mm	72.0	33.8	15.5	7.3	84.5	50	85	Acceptable
No. 30	0.6 mm	235.0	163.0	50.6	35.1	49.4	25	60	Acceptable
No. 40	0.425 mm	256.1	20.1	55.0	4.4	45.0			
No. 50	0.3 mm	399.5	143.4	85.9	30.9	14.1	5	30	Acceptable
No. 100	0.15 mm	457.4	57.9	98.3	12.4	1.7	0	10	Acceptable
Pan		464.1	7.7	100.0					
Total		464.1							
						Required Final Dry Weight Range (grams)	462.7	465.5	Acceptable

GRADATION SUMMARY

Did the Initial Dry Sample Weight meet or exceed the Minimum required weight? Yes.

Did the gradation meet all the requirements for gradation? Yes.

Is the Total Weight within 0.3% of Initial Dry Weight? Yes.

Sieve size: 8 inch dia.

Was any sieve overloaded? No.

Fineness Modulus: 2.61

GRADATION STATUS: Acceptable

SPECIFIC GRAVITY INFORMATION

Record all weights to the nearest 0.1 grams

FINE AGGREGATE

Pycnometer Method

Mass of oven-dry specimen in air:	A	Bulk SG (*OD Basis*):	
Mass of pycnometer filled with water:	B	Bulk SG (SSD Basis):	
Mass of pycnometer with specimen and water to calibration mark:	C	Apparent SG:	
Mass of saturated, surface-dry specimen:	S	Absorption (%):	

COARSE AGGREGATE

Mass of oven-dry specimen in air:	A	Bulk SG (*OD Basis*):	
Mass of saturated, surface-dry specimen in air:	B	Bulk SG (SSD Basis):	
Mass of saturated sample in water:	C	Absorption (%):	

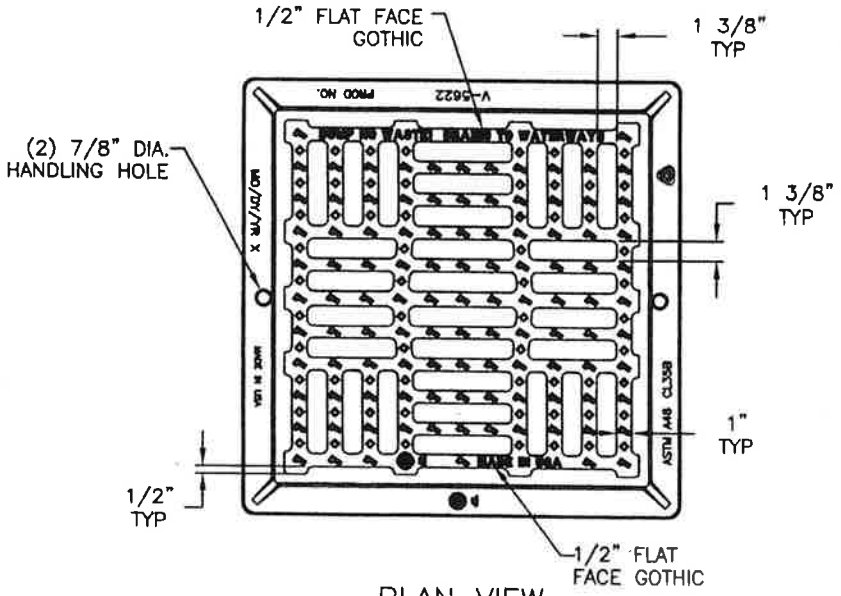
Comments:

SIGNATURE

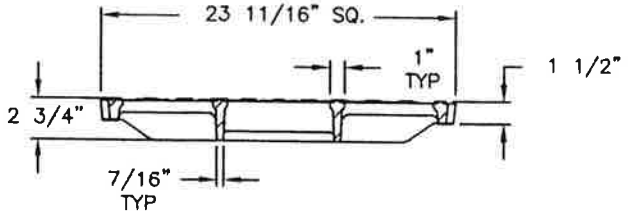
1021

INSTALL 8" HDPE PIPE (60 LF) AND 2' X 2' INLET GRATE

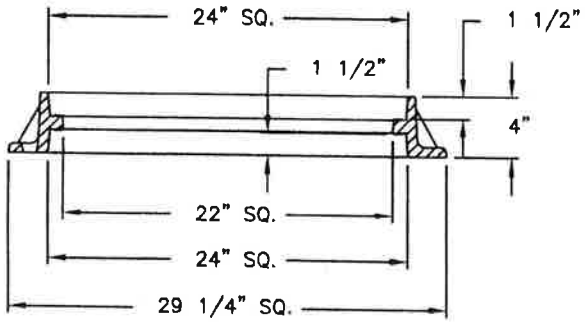
V5622 Assembly



PLAN VIEW



GRATE SECTION



FRAME SECTION

NOTE:FRAME IS REVERSIBLE

Product Number
45622050A01

Design Features
-Materials
Frame
Gray Iron (CL35B)
Grate
Ductile Iron (70-50-05)

-Design Load
Heavy Duty
-Open Area
274 Sq. Inches
-Coating
Undipped
- √ Designates Machined Surface

Certification
- ASTM A48
- ASTM A536
-
-Country of Origin: USA

Major Components
45622010
45622050

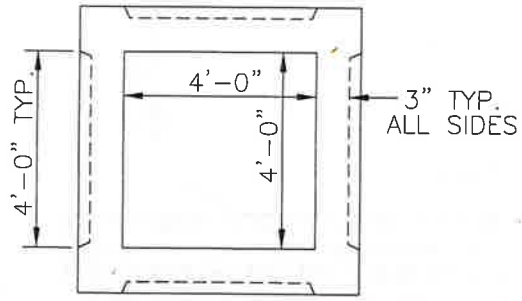
Drawing Revision
06/02/2017 Designer: MAH
03/19/2018 Revised By: DVD

Disclaimer
Weights (lbs./kg) dimensions (inches/mm) and drawings provided for your guidance. We reserve the right to modify specifications without prior notice.

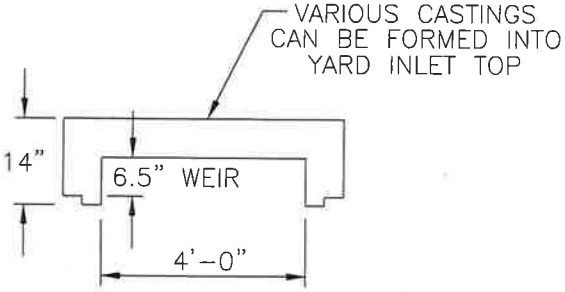
CONFIDENTIAL: This drawing is the property of EJ GROUP, Inc., and embodies confidential information, registered marks, patents, trade secret information, and/or know how that is the property of EJ GROUP, Inc. Copyright © 2012 EJ GROUP, Inc. All rights reserved.

Contact
800 626 4653
ejco.com

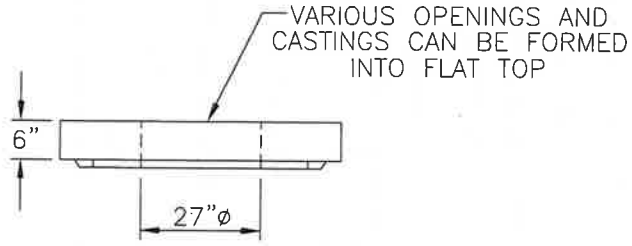
PRECAST DRAINAGE KNOCK-OUT PANEL STRUCTURES



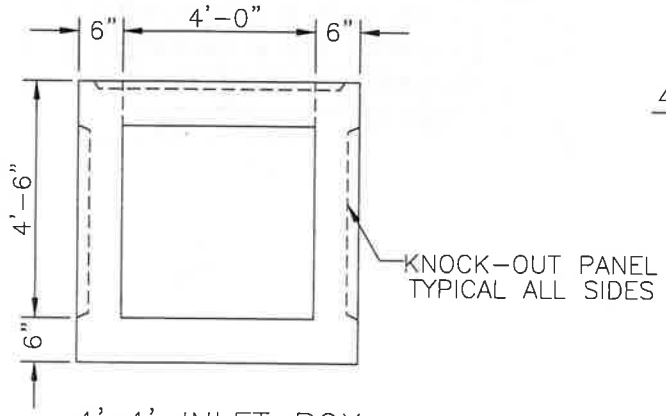
4'x4' INLET BOX
PLAN VIEW



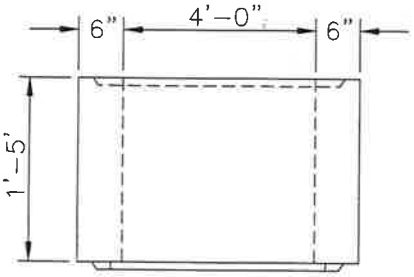
4'x4' YARD INLET TOP
WEIGHT=2,077 lbs.



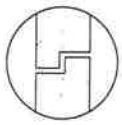
4'x4' INLET BOX FLAT TOP
WEIGHT=2,004 lbs.



4'x4' INLET BOX
PROFILE VIEW
WEIGHT=5,700 lbs.



4'x4' INLET BOX RISER
WEIGHT=1,400 lbs./ft.



TYPICAL INLET
BOX JOINT

NOTES:
- GRADE 60 REINFORCEMENT
- FOR HS20 LOADING
- 4,000 PSI CONCRETE

NO SCALE

ALL DIMENSIONS SUBJECT TO ALLOWABLE SPECIFICATIONS TOLERANCES

CONC. & REINF. SPECS

CONCRETE TO BE 4,000 PSI IN 28 DAYS UNLESS OTHERWISE SPECIFIED.

REINFORCING TO BE PER ASTM C-913 CLASS 700 UNLESS OTHERWISE SPECIFIED WITH:

SIZE	Ash (in.2/ft)	Asv (in.2/ft)
2'x2'	.14	.14
3'x3'	.14	.14
4'x4'	.14	.14
5'x5'	.27	.14
6'x6'	.27	.14

FRAME & GRATE OR MANHOLE CASTING PER ENGINEERS DESIGN.

MADE IN THE USA



4'x4' INLET BOX SECTIONS

UNIVERSAL PRECAST, INC.
THEODORE, AL

PROJECT NO: PR-029-22

TITLE: Mobile Riverfront Redevelopment
Cooper Riverside Park - Great Lawn Upgrades

CONTRACT NO: 5566

FIN. PROJECT NO: G-GOMESA

CONTRACTOR: PL Russell, LLC.

DATE: 3/24/2026

CURRENT CONTRACT AMOUNT: $ 2,759,500.00

TOTAL CONTRACT INCREASE: $ 64,338.62

NEW CONTRACT AMOUNT AFTER CHANGE ORDER NO.2 **$ 2,944,058.30**

			SCHEDULE			
Scope	Item #	Description	Unit	Quantity	Unit Price	Bid Amount
GENERAL CONDITIONS	1.1	General requirements (Mobilization / Demobilization), bonds, insurances, project administration and management, temporary facilities, construction surveying, record drawing (as-builts) (Not to Exceed 6% of base bid)	Lump Sum	1	$ 180,000.00	$ 180,000.00
Removals/Demolitions	2.1	Demolish luminaires, light pole foundations and electrical lighting conductors as specified on Demo plans. Remove and salvage specified luminaires and light poles. See electrical demolition sheet ED101 and electrical schedule sheet E-601.	Lump Sum	1	$ 1,500.00	$ 1,500.00
	2.2	Remove and salvage for reuse existing site furnishings, wrought iron fencing and gates, cable guardrail and other remaining site furnishings not listed specifically. Refer to sheet G-101.	Lump Sum	1	$ 9,000.00	$ 9,000.00
	2.3	Demolish masonry seat-walls, planter walls, and flagpole foundations. See plans and details.	Lump Sum	1	$ 17,000.00	$ 17,000.00
	2.4	Demolish existing concrete pavement, includes sawcutting pavement where indicated, salvage base material for reuse.	Lump Sum	1	$ 30,000.00	$ 30,000.00
	2.5	Remove existing trees, clearing and grubbing existing lawn, shrubbery and other existing ground covered areas shown on plans.	Lump Sum	1	$ 5,000.00	$ 5,000.00
Temporary Fencing and Erosion Control Measures	3.1	Furnish, install, and maintain temporary 6' chain-link construction security fencing throughout construction. Gates include (if applicable) See plans for location.	Lump Sum	1	$ 6,000.00	$ 6,000.00
	3.2	Furnish, install and maintain sediment & erosion control measures per plans and CBMPP, ADEM and CITY land disturbance requirements. See plan sheet CE101.	Lump Sum	1	$ 45,000.00	$ 45,000.00
	3.3	Furnish, install and maintain tree protection. See Plans and Details.	Lump Sum	1	$ 6,000.00	$ 6,000.00
Site Preparation	4.1	Earthwork, grading and excavation, fine grading.	Lump Sum	1	$ 110,000.00	$ 110,000.00
	4.2	Planting soil, topsoil, and fiber soils per planting schedule and specifications. See plans and details.	Lump Sum	1	$ 7,000.00	$ 7,000.00
Concrete Pavement	5.1	6" Concrete pavement with reinforcement, includes thickened edge, joints and aggregate sub-base shown on plans and details.	Lump Sum	1	$ 707,000.00	$ 707,000.00
	5.2	Concrete topping coat to be installed over existing beam supported concrete deck. Includes roughening existing deck and delegated topping coat concrete design mix to be provided by contractor. See plans and details for location.	Lump Sum	1	$ 27,000.00	$ 27,000.00
	5.3	Concrete bench pads, dimensions vary, includes reinforcement and aggregate sub-base shown on plans and details.	Lump Sum	1	$ 21,000.00	$ 21,000.00
	5.4	Concrete foundation pad for Iberville statue, dimensions vary, includes reinforced concrete pad and pedestal reinforcement and aggregate sub-base shown on plans and details.	Lump Sum	1	$ 18,000.00	$ 18,000.00
	5.5	Concrete light pole pedestals, includes reinforced concrete pad and pedestal reinforcement and aggregate sub-base shown on plans and details.	Lump Sum	1	$ 37,000.00	$ 37,000.00
	5.6	Concrete flag pole foundations, includes reinforcement and aggregate sub-base shown on plans and details.	Lump Sum	1	$ 16,000.00	$ 16,000.00
Concrete Steps and Walls	6.1	Curved concrete integral seat wall with architectural concrete, form liner detailing, reinforcement, and aggregate base. Includes integral concrete steps that bisect the seat wall and its handrails. Backfill behind wall to be included in bid item 5.1 above.	Lump Sum	1	$ 87,000.00	$ 87,000.00
	6.2	Concrete steps and adjacent cheek walls that bisect existing planter walls, includes handrails, reinforcement, and aggregate sub-base shown on plans and details. Upper landings to be included in bid item 6.1 above	Lump Sum	1	$ 67,000.00	$ 67,000.00
	6.3	Concrete access ramp and integral cheek walls, includes reinforcement, aggregate sub-base, pavement joints as shown on plans and details. Backfill behind walls to be included in 5.1 above.	Lump Sum	1	$ 24,000.00	$ 24,000.00
	6.4	Concrete planter wall at northeast park entrance, includes reinforcement, aggregate base, and dowels to connect into existing planter walls at two ends. Backfill behind walls to be included in 5.1 above.	Lump Sum	1	$ 34,000.00	$ 34,000.00
	6.5	Concrete planter wall and integral steps at south project area by amphitheater.	Lump Sum	1	$ 50,000.00	$ 50,000.00
Masonry	7.1	Entrance columns with brick masonry, includes new concrete footings and mounting hardware required to connect refurbished wrought iron gates and fence panels to new entrance columns.	Lump Sum	1	$ 47,000.00	$ 47,000.00
	7.2	Cleaning of existing concrete pavement and masonry within park. See plans for locations.	Lump Sum	1	$ 15,000.00	$ 15,000.00
Site Furnishings	8.1	Installation of Owner Furnished statues. Includes necessary hardware and cleaning of statues installed on new concrete statue pedestals and/or foundation pads. See plans and details.	Lump Sum	1	$ 10,000.00	$ 10,000.00
	8.2	Installation of Owner Furnished benches and waste receptacles. Includes necessary hardware to mount furnishings to pads or concrete pavement. See plans and details. Refurbishment of salvaged benches and waste receptables shall be included in bid item 9.6 below.	Lump Sum	1	$ 17,000.00	$ 17,000.00
	8.3	Installation of Owner Furnished historic sign and bronze plaque.	Lump Sum	1	$ 3,000.00	$ 3,000.00
	8.4	Installation of salvaged wrought iron fencing and gates. Includes gate widening (for northeast entrance) and furnishing new mounting hardware and brackets. Refurbishment of salvaged fencing and gates shall be included in bid item 9.6 below.	Lump Sum	1	$ 24,000.00	$ 24,000.00
	8.5	Install six new aluminum flagpoles. Provide all labor, materials, and equipment required to furnish and as shown on the plans. Work includes pole sleeves, flagpole assemblies, cleats, halyards, finials, flash collars, and all necessary fittings and accessories. Flagpoles shall match height, finish, and style indicated in the contract documents.	Lump Sum	1	$ 142,000.00	$ 142,000.00

PROJECT NO: PR-029-22

TITLE: Mobile Riverfront Redevelopment
Cooper Riverside Park - Great Lawn Upgrades

CONTRACT NO: 5566

FIN. PROJECT NO: G-GOMESA

CONTRACTOR: PL Russell, LLC.

DATE: 3/24/2026

CURRENT CONTRACT AMOUNT:	$ 2,759,500.00
TOTAL CONTRACT INCREASE:	$ 64,338.62
NEW CONTRACT AMOUNT AFTER CHANGE ORDER NO.2	**$ 2,944,058.30**

Scope	Item #	Description	SCHEDULE Unit	Quantity	Unit Price	Bid Amount
Site Furnishings	8.6	Metal product refurbishing. Contractor shall inspect salvaged metal furnishings at CITY Yard. Refurbishment of metal products includes repairing damaged sections with new materials, welding repairs and/or reinforcement. Contractor shall include in bid sand blasting all salvaged metal materials with new application powder coat paint system. Bidding Contractor may elect to replace salvaged metal materials with new furnishings as part of this bid item in lieu of refurbishing them. This bid item includes benches, waste receptacles, and wrought iron fencing and gates. Guardrail refurbishment shall be included in bid item 10.1 below. Light poles refurbishment shall be included in bit item 13.1.	Lump Sum	1	$ 24,000.00	$ 24,000.00
Guardrail Systems	9.1	Installation of salvaged cable guardrail to be located along river bulkheads. Contractor shall inspect salvaged cable guardrail components located at CITY yard. Bid shall include utilizing existing guardrail cables, support posts, tensioners, etc... Contractor shall include new post support brackets in bid to flush mount the guardrail onto concrete pavement. Refurbishment of metal products includes repairing damaged sections with new materials, welding repairs, and or/reinforcement. Contractor shall include in bid sand blasting all salvaged metal materials with new application of powder coat paint system. Bidding Contractor may elect to replace salvaged guardrail with new cable guardrail system as described in bid item 10.2 as part of this bid item in lieu of refurbishing the existing salvaged guardrails.	Lump Sum	1	$ 284,000.00	$ 284,000.00
	9.2	Fabrication and installation of new cable guardrail system to be located along lower level and transition levels of river bulkhead. See plans and details	Lump Sum	1	$ 111,000.00	$ 111,000.00
Landscaping	10.1	Furnish and Install trees, shrubs, perennials, and groundcover. See planting schedule on sheet LP501 for quantity and information. Include furnishing and installing mulch and root barrier. Includes maintenance through warranty period. Planting bed preparation and soils to be included in bid item 5.2 above.	Lump Sum	1	$ 53,000.00	$ 53,000.00
	10.2	Furnish and install turf grass. See planting schedule on sheet LP501 for information. Includes maintenance through warranty period. Topsoil and fiber soil to be included in bid item 5.2.	Lump Sum	1	$ 67,000.00	$ 67,000.00
	10.3	Repair, reconnect, and expand existing irrigation system to include new lawn and planting areas. Includes design and construction of system.	Lump Sum	1	$ 35,000.00	$ 35,000.00
Site Drainage	11.1	Remove existing drainage inlet, provide new drainage inlet or reuse existing if suitable. (includes backfill)	Lump Sum	1	$ 8,000.00	$ 8,000.00
	11.2	Wall underdrain systems. Repair existing wall underdrains where impacted by new step locations. Provide complete system with fittings, filter sock to reconnect new underdrains to existing pipes. Provide new underdrains, geotextile fabric and washed drainage stone behind new planter walls per plans and details. Provide connection to existing storm line with solid PVC drain line.	Lump Sum	1	$ 23,000.00	$ 23,000.00
Electrical	12.1	Furnish and install light poles, luminaires, and mounting arms. See plan sheet E-101 and fixture schedule sheet E-601. Include refurbishment of salvaged light poles and fixtures. Refurbishment of metal light poles includes repairing damaged sections with new materials, welding repairs, and/or reinforcement. Contractor shall include in bid sand blasting all salvaged materials with new application of powder coat paint system. Bidding Contractor may elect to replace salvaged metal materials with new furnishings in lieu of refurbishing them.	Lump Sum	1	$ 350,000.00	$ 350,000.00
	12.2	Electrical conduits, conductors, with trenching, backfill, and handholes for complete site electrical integration with existing electrical infrastructure.	Lump Sum	1	$ 42,000.00	$ 42,000.00
					Bid Contract total:	**$ 2,759,500.00**
					Change Order No.1 total:	**$ 120,219.68**

	Item #	Description	Unit	Quantity	Unit Price	Amount
CHANGE ORDER NO.2	1010	Replace Conduit, Conductors, Panel, & Receptacles the Receptacle Pedestal will be built like detail e1	Lump Sum	1	$ 15,326.00	$ 15,326.00
	1011	Replace Conduit & Conductors to Receptacle Pedestal marked a1/e-502 Replace Receptacles	Lump Sum	1	$ 5,091.00	$ 5,091.00
	1012	Furnish & Install Receptacle Pedestal in Planter Adjacent to the Ampitheater per site plan	Lump Sum	1	$ 3,959.00	$ 3,959.00
	1013	Add Conduit for Cabling to be Installed to Cameras & Cabling to be Furnished & Installed by others	Lump Sum	1	$ 1,063.00	$ 1,063.00
	1014	Furnish & install (10) surface mount bollards circuit #2 to be used excludes costs to repair area after excavation	Lump Sum	1	$ 45,280.00	$ 45,280.00
	1015	Circular Seat Wall at Oak Tree (Front of Restroom)	Lump Sum	1	$ 64,782.00	$ 64,782.00
	1016	Additional Concrete Paving at New Seat Wall	Square Yards	171	$ 179.67	$ 30,723.57
	1017	West & East Ramp and Cheek Walls Including Demo	Lump Sum	2	$ 10,183.00	$ 20,366.00
	1018	Stamped Concrete at Cooper Bench – Wood Plank Pattern	Square Feet	180	$ 29.31	$ 5,275.80
	1019	Belgard Tumbled Concrete Pavers	Square Feet	1,080	$ 17.95	$ 19,386.00
	1020	Additional topping coating to replace broken pavers	Square Feet	260	$ 18.25	$ 4,745.00
	1021	Install 8" hdpe pipe (60 lf) and 2' x 2' inlet grate	Lump Sum	1	$ 3,500.00	$ 3,500.00
	1022	Pressure wash amphitheater	Lump Sum	1	$ 2,152.50	$ 2,152.50

PROJECT NO: PR-029-22

TITLE: Mobile Riverfront Redevelopment
Cooper Riverside Park - Great Lawn Upgrades

CONTRACT NO: 5566

FIN. PROJECT NO: G-GOMESA

CONTRACTOR: PL Russell, LLC.

DATE: 3/24/2026

CURRENT CONTRACT AMOUNT:	$ 2,759,500.00
TOTAL CONTRACT INCREASE:	$ 64,338.62
NEW CONTRACT AMOUNT AFTER CHANGE ORDER NO.2	**$ 2,944,058.30**

Scope	Item #	Description	SCHEDULE Unit	Quantity	Unit Price	Bid Amount
CHANGE ORDER NO.2	1023	Jointing at topping slab (sika backer/polyethylene bond breaker tape	Lump Sum	1	$ 688.75	$ 688.75
	1024	Remove from scope - installation of flag poles	Lump Sum	1	$ (142,000.00)	$ (142,000.00)
	1025	Remove from scope - concrete flagpole foundations, includes reinforcement and aggregate sub-base shown on plans and details	Lump Sum	1	$ (16,000.00)	$ (16,000.00)
					Change Order No.2 total:	**$ 64,338.62**
					Contract Amount after Change Order:	**$ 2,944,058.30**

MOBILE
ALABAMA

MOBILE RIVERFRONT REDEVELOPMENT
COOPER RIVERSIDE PARK
GREAT LAWN UPGRADES

PROJECT NO. PR-029-22

SEPTEMBER 2025

ALABAMA
LICENSED
No. 52827
PROFESSIONAL
ENGINEER
SAI KIRAN DUVVURI

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ITEM I
INVITATION TO BID

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, Wednesday, AUGUST 27, 2025, and then publicly opened and read in the Atrium, 1st Floor, for constructing:

Project No:	PR-029-22
Project:	Mobile Riverfront Redevelopment, Cooper Riverside Park, Great Lawn Upgrades
Project Description:	Landscaping, Hardscaping

Use of Gender. The use of any gender herein shall be deemed or include the other genders, and the use of the singular herein shall be deemed to be or include the plural (and vice versa), wherever appropriate.

Plans and Conract Documents are available and may be obtained by prime contractor bidders by emailing the Project Administrator at qsmith@moffattnichol.com. Printed copies of the Bidding Documents may be obtained from the Issuing Office (address: 11N Water Street, Suite 20220, Mobile, AL 36602, Ph 225-610-1933) with 24-hour notice (send notice to: qsmith@moffattnichol.com), during the hours indicated above, upon payment of a deposit of $175.00 for each set. Said cost represents the cost of printing, reproduction, handling, and distribution, therefore no refund will be granted. Cashier's checks for Bidding Documents shall be payable to "Moffatt & Nichol." Partial sets of Bidding Documents will not be available from the Issuing Office. Neither Owner nor the Engineer will be responsible for full or partial sets of Bidding Documents, including Addenda if any, obtained from sources other than the Issuing Office.

No Bid Packages and no Specifications 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 Wednesday, AUGUST 20, 2025.

A Mandatory Pre-Bid Conference will be held in the Commission Conference Chamber, 1st Floor, Mobile Government Plaza, 205 Government Street, Mobile, Alabama, on Wednesday, AUGUST 13, 2025 at 11:00 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 (e.g. entire bid package) are returned with the bid and the Proposal sheet attached.

Bidders are advised to carefully and thoroughly review the bid documents for the specific federal provisions that must be met over the course of the Project. The awarding of a contract

will require the Contractor to pay the prevailing wage rates for this district that are applicable to the trades engaged in this project.

Any contract awarded under this Invitation for Bids may be paid for in whole or in part with grant funding from the Gulf of Mexico Energy Security Act ("GOMESA Council", also "Council") and the Alabama Department of Conservation and Natural Resources ("ADCNR") under the Gulf Coast states Act of 2006 (GOMESA Act). Any contract resulting from this solicitation will be subject to the terms and conditions of the funding award, the GOMESA Council Financial Assistance Standard Terms and Conditions, including any Special Award funding from the Gulf Of Mexico Energy Security Act ("GOMESA Council", also "Council") and the Alabama Department of Conservation and Natural Resources ("ADCNR") under the Gulf Coast States Act of 2006 (GOMESA Act). Any contract resulting from this solicitation will be subject to the terms and conditions of the funding award, the GOMESA Council Financial Assistance Standard Terms and Conditions, including any Special Award Conditions, the Standard Sub-Award Terms and Conditions. Notwithstanding the above, neither ADCNR nor the GOMESA Council, or any of their agents, representatives, or employees, is or will be a party to this Invitation for Bids or any resulting contract. Further, any contractor awarded a contract under this Invitation for Bids shall not be deemed to be an agent, representative, employee or servant of ADCNR or the GOMESA Council.

All bidders must make positive efforts to use small and minority owned business and women business enterprises. Minority and women's business enterprises are solicited to bid on this contract as prime contractors and are encouraged to make inquiries regarding potential subcontracting opportunities and equipment, material and/or supply needs. Bidders must pay special attention to the requirements of the City of Mobile Subcontractor and Major Supplier Plan. The City of Mobile requires that bidders comply with City Ordinance 4-034-2018 Chapter. Refer to 2 CFR 200.321 and the City of Mobile's Subcontractor and Major Supplier Plan included in the bid package for detailed language.

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 of Mobile, 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 registered to do business in Alabama 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 2022 Edition.

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).

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 one of the following: MU (Municipal & Utility) Major Classification; MU-S with Recreation Areas, Site Work Grading, and Concrete; HS (Highways & Streets) Major Classification; or HS-S with Site Work, Earthwork, and Concrete 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 **MOBILE RIVERFRONT REDEVELOPMENT, COOPER RIVERSIDE PARK, GREAT LAWN UPGRADES**, City of Mobile Project No. **PR-029-22**, in the City of Mobile, Alabama".

Bid schedule - Subject to change with notice on www.cityofmobile.org/bids
Advertisement: Wednesday, 7/16/25 - Wednesday, 7/30/25
Mandatory Pre-Bid Meeting: Wednesday, 8/13/25 at 11am, Commission Conference Chamber, Govt. Plaza
Pre-Bid Questions Due: Wednesday, 8/20/25 at 12pm
Bid Opening: Wednesday, 8/27/25 at 2:30pm, Commission Conference Chamber, Govt. Plaza

PLEASE PUBLISH IN THE ISSUES OF: LAGNIAPPE JULY 16, 2025, JULY 23, 2025, & JULY 30, 2025.

ITEM II
INSTRUCTIONS TO BIDDERS

1. PREPARATION OF BIDS:

Forms furnished, or copies thereof shall be used, and strict compliance with the requirements of the advertisement, these instructions, and the instructions printed on the forms is necessary. Special care shall be exercised in the preparation of Bids. Bidders must make their own estimates of the facilities and difficulties attending the performance of the proposed Contract, including local conditions, uncertainty of weather, and all other contingencies. All designations and prices shall be fully and clearly set forth. The proper spaces in the Bid and guaranty forms shall be suitably filled. A City of Mobile Subcontracting Plan must be submitted with the bid documents. BIDS SHALL REMAIN VALID FOR 90 DAYS AFTER BID OPENING.

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, 2022 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 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. Bid bond shall remain valid for 90 days after bid opening.

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 **Mobile Riverfront Redevelopment, Cooper Riverside Park, Great Lawn Upgrades**, City of Mobile Project No. **PR-029-22**, in the City of Mobile, Alabama".

10. TIME FOR RECEIVING BIDS:

Bids received prior to the time of opening will be securely stored, unopened. The Owner will decide when the specified time has arrived; no Bid will be considered if received thereafter. When a Bid arrives by mail after time for opening, but before award is made, and it is shown to the Owner's satisfaction that the late arrival was due solely to mail delays, beyond the Bidder's responsibility, the Bid will be received and considered. Non-responsibility will be attached to the City of Mobile for the premature opening of a Bid not properly addressed and identified. Unless specifically authorized, telegraphic Bids will not be considered; however, modifications to previously submitted Bids will be considered if received prior to the hour set for opening.

11. WITHDRAWAL OF BIDS:

Bids may be withdrawn by written or telegraphic requests received from Bidders prior to the time fixed for opening. Negligence on the part of the Bidder in preparing the Bid confers no right for the withdrawal of Bid after it has been opened.

12. BIDDERS PRESENT:

At the time fixed for opening Bids, Bid contents will be made public for the information of Bidders and others properly interested, who may be present either in person or by representation.

13. AWARD OR REJECTION OF BIDS:

The Contract will be awarded to the lowest responsible Bidder, complying with the conditions of the Invitation for Bids, provided his Bid is reasonable and in the best interest of the Owner for acceptance. The Bidder to whom the award is made will be notified at the earliest possible date. The Owner, however, reserves the right to reject any and all Bids and to waive any informality in Bids received whenever such rejection or waiver is in the best interest of the Owner. The Owner also reserves the right to reject the Bidder who has previously failed to perform properly or complete projects on time; to complete Contracts of a similar nature; or a Bidder who is not, in the judgment of the Owner, in a position to perform the Contract.

14. PRE-QUALIFICATION OF BIDDERS:

Unless otherwise specified, a bidder must submit evidence that he is pre-qualified to bid State of Alabama Department of Transportation (ALDOT) projects. The bidder must 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 one of the following: MU (Municipal & Utility) Major Classification; MU-S with Recreation Areas, Site Work Grading, and Concrete; HS (Highways & Streets) Major Classification; or HS_S with Site Work, Earthwork, and Concrete 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 of Mobile.

Clarification will be made only by written Addenda sent to all prospective bidders. Neither the Engineer nor the City Project Manager 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 Project Manager 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 Project Manager 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 Project Manager 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 Project Manager. 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 Project Manager 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 Project Manager 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.

22. GRANT INFORMATION:

Any contract awarded under this Invitation for Bids may be paid for in whole or in part with grant funding from the Gulf Of Mexico Energy Security Act ("GOMESA Council", also "Council") and the Alabama Department of Conservation and Natural Resources ("ADCNR") under the Gulf Coast states Act of 2006 (GOMESA Act). Any contract resulting from this solicitation will be subject to the terms and conditions of the funding award, the GOMESA Council Financial Assistance Standard Terms and Conditions, including any Special Award Conditions, the Standard Sub-Award Terms and Conditions. Notwithstanding the above, neither ADCNR nor the GOMESA Council, or any of their agents, representatives, or employees, is or will be a party to this Invitation for Bids or any resulting contract. Further, any contractor awarded a contract under this Invitation for Bids shall not be deemed to be an agent, representative, employee or servant of ADCNR or the GOMESA Council.

INFORMATION FOR BIDDERS RELATED TO GOMESA ACT FUNDING

A. MINORITY BUSINESS ENTERPRISE AND WOMEN'S BUSINESS ENTERPRISE (MBE/WBE) REQUIREMENTS: Documentation of compliance with the MBE/WBE requirements is a matter of contractor responsibility. When subcontracting, the contractor must submit documentation of good faith efforts to meet the project's MBE/WBE requirements before contracted work can commence; MBE/WBE requirements and

required documentation are outlined in ADCNR Required Attachments Section of the Contract Documents. Failure on the part of the contractor to submit proper documentation may cause the Owner to not execute or to terminate the contract.

Project Name: MOBILE RIVERFRONT REDEVELOPMENT, COOPER RIVERSIDE PARK, GREAT LAWN UPGRADES, COM PROJECT NO. PR-029-22

Bid Opening Date: 8/[illegible]/25

Required Items Checklist

The following items are required with your bid proposal in order for it to be deemed responsive. For more information, please see Invitation to Bid and Instructions to Bidders. Please fill out this checklist and acknowledge that each item is present by initialing each line. **This form must be included as the first page in your bid proposal.**

Note: We ask that Contractors TAB and LABEL each required item to increase efficiency at bid opening.

Initial	*Required Item*
RT	(1) Attendance at Pre-Bid Meeting
BA	(2) Correct project name and information on sealed envelope (see pg. 5)
[illegible]	(3) Proof of required State of Alabama Contractor's License (see pg. 5)
[illegible]	(4) Entire bound bid contract as received from consultant engineer (see pg. 3)
[illegible]	(5) Each addendum signed and acknowledged (see City of Mobile Bid Website for links)
[illegible]	(6) Bid Bond or Check for 5% of amount bid (max $10,000) (see pg. 4, 22)
[illegible]	(7) DBE Subcontracting and Major Supplier Plan (form - pgs. 62-67)
[illegible]	(8) E-Verify Affidavit (Form – pg. 68)
[illegible]	(9) Accounting of Sales Tax form (pg. 78)
[illegible]	(10) Federal-Aid Funded Projects (form – pg. 175)
[illegible]	(11) UEI Documentation and SAM.gov Verification (see pg. 4, 12; form – pg. 243)
[illegible]	(12) FFATA Disclosure Statement (form – pg. 244)
[illegible]	(13) Proposal Form (pgs. 13-21)

Helpful reminders:

1. Each required form must be filled out correctly for the bid to be considered responsive.
2. The subcontractors on your DBE Subcontracting Plan must match the UEI and SAM.gov verification form.
3. Note all changes released in addendums, including any form replacements or updated bid contract language. Errors or omissions may result your bid being considered unresponsive.
4. Proposals must be returned on the appropriate form provided by the City of Mobile. Do not create your own proposal form.
5. Make sure the numbers on your bid form match the written version of the number. The written number will be used if there is a discrepancy.

Prepared by: BEN RUSSELL Job Title: PRESIDENT

ITEM III
PROPOSAL

TO: Honorable Mayor
City of Mobile
Mobile, Alabama

Date 8/27/2025

The undersigned, as Bidder, hereby declares that he has examined the site of the work and is fully aware of conditions pertaining to the place where the work is to be done. The Bidder also declares that he has carefully examined the Instructions to Bidders, the General Conditions of the Specifications and the drawings, as prepared by the City Project Manager, as well as the premises

Project No: PR-029-22
Project Name: Mobile Riverfront Redevelopment, Cooper Riverside Park, Great Lawn Upgrades
Project Description: Landscape and Hardscape.
Major work items include: Concrete

The Bidder further agrees to construct the improvements in **180 working days (Base Bid)** as chosen by the City.

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, 2022 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 Moffatt & Nichol, Project Manager - Sai Kiran Duvvuri, PE, Email – sduvvuri@moffattnichol.com. In order to receive consideration, the request must be received before 12:00 p.m. on August 20, 2025. Any such interpretation, any supplemental instructions will be mailed or delivered to all prospective bidders.

BASE BID
Project No. PR-029-22
MOBILE RIVERFRONT REDEVELOPMENT, COOPER RIVERSIDE PARK
GREAT LAWN UPGRADES
ITEMS FOR BID

BID ITEM	BID ITEM NO.	BID QTY	BID UNIT	DESCRIPTION	UNIT PRICE WRITTEN IN WORDS	BID UNIT PRICE	BID AMOUNT
GENERAL CONDITIONS	1.1	1	LUMP SUM	General requirements (Mobilization / Demobilization), bonds, insurances, project administration and management, temporary facilities, construction surveying, record drawing (as-builts) (Not to Exceed 6% of base bid)	ONE HUNDRED For EIGHTY THOUSAND Dollars And ZERO Cents	180,000.00	180,000.00
GENERAL CONDITIONS SUBTOTAL					For ONE HUNDRED EIGHTY THOUSAND Dollars And ZERO Cents		180,000.00

BID ITEM	BID ITEM NO.	BID QTY	BID UNIT	DESCRIPTION	UNIT PRICE WRITTEN IN WORDS	BID UNIT PRICE	BID AMOUNT
REMOVALS / DEMOLITIONS	2.1	1	LUMP SUM	Demolish luminaires, light pole foundations and electrical lighting conductors as specified on Demo plans. Remove and salvage specified luminaires and light poles. See electrical demolition sheet ED101 and electrical schedule sheet E-601.	ONE THOUSAND For FIVE HUNDRED Dollars And ZERO Cents	1,500.00	1500.00
	2.2	1	LUMP SUM	Remove and salvage for reuse existing site furnishings, wrought iron fencing and gates, cable guardrail, and flag poles, and other remaining site furnishings not listed specifically. Refer to sheet G-101.	For NINE THOUSAND Dollars And ZERO Cents	9000.00	9000.00
	2.3	1	LUMP SUM	Demolish masonry seat-walls, planter walls, and flagpole foundations. See plans and details.	For SEVENTEEN THOUSAND Dollars And ZERO Cents	17,000.00	17000.00
	2.4	1	LUMP SUM	Demolish existing concrete pavement, includes sawcutting pavement where indicated, salvage base material for reuse.	For THIRTY THOUSAND Dollars And ZERO Cents	30,000.00	30000.00
	2.5	1	LUMP SUM	Remove existing trees, clearing and grubbing existing lawn, shrubbery and other existing ground covered areas shown on plans.	For FIVE THOUSAND Dollars And ZERO Cents	5,000.00	5000.00
REMOVALS / DEMOLITIONS SUBTOTAL					SIXTY-TWO THOUSAND For FIVE HUNDRED Dollars And ZERO Cents		62,500.00

BID ITEM	BID ITEM NO.	BID QTY	BID UNIT	DESCRIPTION	UNIT PRICE WRITTEN IN WORDS	BID UNIT PRICE	BID AMOUNT
TEMPORARY FENCING AND EROSION CONTROL MEASURES	3.1	1	LUMP SUM	Furnish, install, and maintain temporary 6' chain-link construction security fencing throughout construction. Gates include (if applicable) See plans for location.	For SIX THOUSAND Dollars And ZERO Cents	6000.00	6000.00
	3.2	1	LUMP SUM	Furnish, install and maintain sediment & erosion control measures per plans and CBMPP, ADEM and CITY land disturbance requirements. See plan sheet CE101.	For FORTY-FIVE THOUSAND Dollars And ZERO Cents	45000.00	45000.00

	3.3	1	LUMP SUM	Furnish, install and maintain tree protection. See Plans and Details.	For SIX THOUSAND Dollars And ZERO Cents	6000.00	6000.00
TEMPORARY FENCING AND EROSION CONTROL MEASURES SUBTOTAL					For FIFTY-SEVEN THOUSAND Dollars And ZERO Cents		57,000.00

BID ITEM	BID ITEM NO.	BID QTY	BID UNIT	DESCRIPTION	UNIT PRICE WRITTEN IN WORDS	BID UNIT PRICE	BID AMOUNT
SITE PREPARATION	4.1	1	LUMP SUM	Earthwork, grading and excavation, fine grading.	ONE HUNDRED TEN For THOUSAND Dollars And ZERO Cents	110000.00	110000.00
	4.2	1	LUMP SUM	Planting soil, topsoil, and fiber soils per planting schedule and specifications. See plans and details.	For SEVEN THOUSAND Dollars And ZERO Cents	7000.00	7000.00
SITE PREPARATION SUBTOTAL					ONE HUNDRED SEVENTEEN For THOUSAND Dollars And ZERO Cents		117,000.00

BID ITEM	BID ITEM NO.	BID QTY	BID UNIT	DESCRIPTION	UNIT PRICE WRITTEN IN WORDS	BID UNIT PRICE	BID AMOUNT
CONCRETE PAVEMENT	5.1	1	LUMP SUM	6" Concrete pavement with reinforcement, includes thickened edge, joints and aggregate sub-base shown on plans and details.	SEVEN HUNDRED SEVEN For THOUSAND Dollars And ZERO Cents	707000.00	707000.00
	5.2	1	LUMP SUM	Concrete topping coat to be installed over existing beam supported concrete deck. Includes roughening existing deck and delegated topping coat concrete design mix to be provided by contractor. See plans and details for location.	TWENTY-SEVEN For THOUSAND Dollars And ZERO Cents	27000.00	27000.00
	5.3	1	LUMP SUM	Concrete bench pads, dimensions vary, includes reinforcement and aggregate sub-base shown on plans and details.	TWENTY-ONE For THOUSAND Dollars And ZERO Cents	21000.00	21000.00
	5.4	1	LUMP SUM	Concrete foundation pad for Iberville statue, dimensions vary, includes reinforced concrete pad and pedestal reinforcement and aggregate sub-base shown on plans and details.	EIGHTEEN For THOUSAND Dollars And ZERO Cents	18000.00	18000.00
	5.5	1	LUMP SUM	Concrete light pole pedestals, includes reinforced concrete pad and pedestal reinforcement and aggregate sub-base shown on plans and details.	THIRTY-SEVEN For THOUSAND Dollars And ZERO Cents	37000.00	37000.00
	5.6	1	LUMP SUM	Concrete flag pole foundations, includes reinforcement and aggregate sub-base shown on plans and details.	SIXTEEN For THOUSAND Dollars And ZERO Cents	16000.00	16000.00
CONCRETE PAVEMENT SUBTOTAL					EIGHT HUNDRED TWENTY-SIX For THOUSAND Dollars And ZERO Cents		826,000.00

BID ITEM	BID ITEM NO.	BID QTY	BID UNIT	DESCRIPTION	UNIT PRICE WRITTEN IN WORDS	BID UNIT PRICE	BID AMOUNT
CONCRETE STEPS AND WALLS	6.1	1	LUMP SUM	Curved concrete integral seat wall with architectural concrete, form liner detailing, reinforcement, and aggregate base. Includes integral concrete steps that bisect the seat wall and its handrails. Backfill behind wall to be included in bid item 5.1 above.	Eighty-seven For THOUSAND Dollars And ZERO Cents	87000.00	87000.00
	6.2	1	LUMP SUM	Concrete steps and adjacent cheek walls that bisect existing planter walls, includes handrails, reinforcement, and aggregate sub-base shown on plans and details. Upper landings to be included in bid item 6.1 above.	Sixty-seven For THOUSAND Dollars And ZERO Cents	67000.00	67000.00
	6.3	1	LUMP SUM	Concrete access ramp and integral cheek walls, includes reinforcement, aggregate sub-base, pavement joints as shown on plans and details. Backfill behind walls to be included in 5.1 above.	Twenty-four For THOUSAND Dollars And ZERO Cents	24000.00	24000.00
	6.4	1	LUMP SUM	Concrete planter wall at northeast park entrance, includes reinforcement, aggregate base, and dowels to connect into existing planter walls at two ends. Backfill behind walls to be included in 5.1 above.	Thirty-four For THOUSAND Dollars And Cents	34000.00	34000.00
	6.5	1	LUMP SUM	Concrete planter wall and integral steps at south project area by amphitheater.	Fifty For THOUSAND Dollars And ZERO Cents	50000.00	56000.00
CONCRETE STEPS AND WALLS SUBTOTAL					Two Hundred Sixty-two For THOUSAND Dollars And ZERO Cents		262,000.00

BID ITEM	BID ITEM NO.	BID QTY	BID UNIT	DESCRIPTION	UNIT PRICE WRITTEN IN WORDS	BID UNIT PRICE	BID AMOUNT
MASONRY	7.1	1	LUMP SUM	Entrance columns with brick masonry, includes new concrete footings and mounting hardware required to connect refurbished wrought iron gates and fence panels to new entrance columns.	Forty-seven For THOUSAND Dollars And ZERO Cents	47000.00	47000.00
	7.2	1	LUMP SUM	Cleaning of existing concrete pavement and masonry within park. See plans for locations.	For Fifteen Thousand Dollars And ZERO Cents	15000.00	15000.00
MASONRY SUBTOTAL					For Sixty-two Thousand Dollars And ZERO Cents		62,000.00

BID ITEM	BID ITEM NO.	BID QTY	BID UNIT	DESCRIPTION	UNIT PRICE WRITTEN IN WORDS	BID UNIT PRICE	BID AMOUNT
SITE FURNISHINGS	8.1	1	LUMP SUM	Installation of Owner Furnished statues Includes necessary hardware and cleaning of statues installed on new concrete statue pedestals and/or foundation pads. See plans and details.	For TEN THOUSAND Dollars And ZERO Cents	10000.00	10000.00
	8.2	1	LUMP SUM	Installation of Owner Furnished benches and waste receptacles. Includes necessary hardware to mount furnishings to pads or concrete pavement. See plans and details. Refurbishment of salvaged benches and waste receptables shall be included in bid item 9.6 below.	For SEVENTEEN THOUSAND Dollars And ZERO Cents	17000.00	17000.00
	8.3	1	LUMP SUM	Installation of Owner Furnished historic sign and bronze plaque.	For THREE THOUSAND Dollars And ZERO Cents	3000.00	3000.00
	8.4	1	LUMP SUM	Installation of salvaged wrought iron fencing and gates. Includes gate widening (for northeast entrance) and furnishing new mounting hardware and brackets. Refurbishment of salvaged fencing and gates shall be included in bid item 9.6 below.	For TWENTY-FOUR THOUSAND Dollars And ZERO Cents	24000.00	24000.00
	8.5	1	LUMP SUM	Installation of new flag poles.	For ONE HUNDRED FORTY-TWO THOUSAND Dollars And ZERO Cents	142000.00	142000.00
	8.6	1	LUMP SUM	Metal product refurbishing. Contractor shall inspect salvaged metal furnishings at CITY Yard. Refurbishment of metal products includes repairing damaged sections with new materials, welding repairs and/or reinforcement. Contractor shall include in bid sand blasting all salvaged metal materials with new application powder coat paint system. Bidding Contractor may elect to replace salvaged metal materials with new furnishings as part of this bid item in lieu of refurbishing them. This bid item includes benches, waste receptacles, and wrought iron fencing and gates. Guardrail refurbishment shall be included in bid item 10.1 below. Light poles refurbishment shall be included in bit item 13.1.	For TWENTY-FOUR THOUSAND Dollars And ZERO Cents	24000.00	24000.00
SITE FURNISHINGS SUBTOTAL					For TWO HUNDRED TWENTY THOUSAND Dollars And ZERO Cents		220,000.00

BID ITEM	BID ITEM NO.	BID QTY	BID UNIT	DESCRIPTION	UNIT PRICE WRITTEN IN WORDS	BID UNIT PRICE	BID AMOUNT
GUARDRAIL SYSTEMS	9.1	1	LUMP SUM	Installation of salvaged cable guardrail to be located along river bulkheads. Contractor shall inspect salvaged cable guardrail components located at CITY yard. Bid shall include utilizing existing guardrail cables, support posts, tensioners, etc. Contractor shall include new post support brackets in bid to flush mount the guardrail onto concrete pavement. Refurbishment of metal products includes repairing damaged sections with new materials, welding repairs, and or/reinforcement. Contractor shall include in bid sand blasting all salvaged metal materials with new application of powder coat paint system. Bidding Contractor may elect to replace salvaged guardrail with new cable guardrail system as described in bid item 10.2 as part of this bid item in lieu of refurbishing the existing salvaged guardrails.	TWO HUNDRED EIGHTY-FOUR For THOUSAND Dollars And ZERO Cents	284,000.00	284000.00
	9.2	1	LUMP SUM	Fabrication and installation of new cable guardrail system to be located along lower level and transition levels of river bulkhead. See plans and details.	ONE HUNDRED ELEVEN For THOUSAND Dollars And ZERO Cents	111,000.00	111,000.00
GUARDRAIL SYSTEMS SUBTOTAL					THREE HUNDRED NINETY-FIVE For THOUSAND Dollars And ZERO Cents		395,000.00

BID ITEM	BID ITEM NO.	BID QTY	BID UNIT	DESCRIPTION	UNIT PRICE WRITTEN IN WORDS	BID UNIT PRICE	BID AMOUNT
LANDSCAPING	10.1	1	LUMP SUM	Furnish and Install trees, shrubs, perennials, and groundcover. See planting schedule on sheet LP501 for quantity and information. Include furnishing and installing mulch and root barrier. Includes maintenance through warranty period. Planting bed preparation and soils to be included in bid item 5.2 above.	FIFTY-THREE For THOUSAND Dollars And ZERO Cents	53,000.00	53000.00
	10.2	1	LUMP SUM	Furnish and install turf grass. See planting schedule on sheet LP501 for information. Includes maintenance through warranty period. Topsoil and fiber soil to be included in bid item 5.2.	SIXTY-SEVEN For THOUSAND Dollars And ZERO Cents	67,000.00	67,000.00
	10.3	1	LUMP SUM	Repair, reconnect, and expand existing irrigation system to include new lawn and planting areas. Includes design and construction of system.	THIRTY-FIVE For THOUSAND Dollars And ZERO Cents	35000.00	35000.00
LANDSCAPING SUBTOTAL					ONE HUNDRED FIFTY-FIVE For THOUSAND Dollars And ZERO Cents		155 000.00

BID ITEM	BID ITEM NO.	BID QTY	BID UNIT	DESCRIPTION	UNIT PRICE WRITTEN IN WORDS	BID UNIT PRICE	BID AMOUNT
SITE DRAINAGE	11.1	1	LUMP SUM	Remove existing drainage inlet, provide new drainage inlet or reuse existing if suitable. (includes backfill)	For EIGHT THOUSAND Dollars And ZERO Cents	8000.00	8000.00

	11.2	1	LUMP SUM	Wall underdrain systems. Repair existing wall underdrains where impacted by new step locations. Provide complete system with fittings, filter sock to reconnect new underdrains to existing pipes. Provide new underdrains, geotextile fabric and washed drainage stone behind new planter walls per plans and details. Provide connection to existing storm line with solid PVC drain line.	For TWENTY-THREE THOUSAND Dollars And ZERO Cents	23000.00	23000.00
SITE DRAINAGE SUBTOTAL					For THIRTY-ONE THOUSAND Dollars And ZERO Cents		31,000.00

BID ITEM	BID ITEM NO.	BID QTY	BID UNIT	DESCRIPTION	UNIT PRICE WRITTEN IN WORDS	BID UNIT PRICE	BID AMOUNT
ELECTRICAL	12.1	1	LUMP SUM	Furnish and install light poles, luminaires, and mounting arms. See plan sheet E-101 and fixture schedule sheet E-601. Include refurbishment of salvaged light poles and fixtures. Refurbishment of metal light poles includes repairing damaged sections with new materials, welding repairs, and/or reinforcement. Contractor shall include in bid sand blasting all salvaged materials with new application of powder coat paint system. Bidding Contractor may elect to replace salvaged metal materials with new furnishings in lieu of refurbishing them.	For THIRTY-FIVE THOUSAND Dollars And ZERO Cents	350000.00	350 000.00
	12.2	1	LUMP SUM	Electrical conduits, conductors, with trenching, backfill, and handholes for complete site electrical integration with existing electrical infrastructure.	For FORTY-TWO Dollars And ZERO Cents	42000.00	42000.00
ELECTRICAL SUBTOTAL					For THREE HUNDRED NINTY-TWO THOUSAND Dollars And ZERO Cents		392000.00
BASE BID					For TWO MILLION SEVEN HUNDRED FIFTY-NINE THOUSAND FIVE HUNDRED Dollars And ZERO Cents		2,759,500.00

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 PL Russell

SIGNATURE [signature]

DATE 8/27/25

UNIT PRICES

The following unit prices will be used to establish costs for changes to the contract. Provide the following unit prices based on the plans, details and specifications.

1.	Surplus and or unsuitable soil material hauled off site.	50	cubic yard	$45.00
2.	Remove hose bib, cap existing connection. Install new hose-bib. Assume 20 feet of 5/8" diameter new PVC water service, connect to existing and provide hose bib attached to wood post.	1	each	$1500.00
3.	Furnish and place borrow material meeting classification of imported structural fill.	50	cubic yard	$35.00
4.	Aggregate Base with Geotextile – 6" thick aggregate base course, including installation of geotextile fabric beneath the base. Work shall be inclusive of all labor, materials, equipment, and incidentals required for complete installation.	500	Square yard	$45.00

Bidders must acknowledge all addenda. The Bidder acknowledges receipt of the following ADDENDA: (Enter the number the Designer has assigned to each of the addenda that the Bidder is acknowledging)

1, 2, and 3

BASE BID: $2,759,500.00

CONTINGENCY ALLOWANCE: + $50,000.00

TOTAL BASE BID: $2,809,500.00
(Fill in here and in Total Bid below)

TOTAL BASE BID: $ 2,809,500.00

ALTERNATES: For any and all work required by the Bidding Documents for Alternates including any and all unit prices designated as alternates in the unit price description.

Alternate No. 1 *(Owner to provide description of alternate and state whether add or deduct)* for the lump sum of:

N/A Dollars ($ N/A)

Alternate No. 2 *(Owner to provide description of alternate and state whether add or deduct)* for the lump sum of:

N/A Dollars ($ N/A)

(Note: Show amount in both words and figures. In case of discrepancy, the amount in words shall govern). **Bids shall be provided in whole dollar amount with no cents.**

Base Bid

Total (All items listed in Proposal) 2,809,500.00

Written in words TWO MILLION EIGHT HUNDRED NINE THOUSAND FIVE HUNDRED DOLLARS AND ZERO CENTS.

Number of calendar days to complete 180

Signature of Bidder _____
(If a firm or individual)

Address of Bidder _____

_____

By _____

Signature of Bidder _____
(If a Corporation)

By _____
President

BEN RUSSELL
Print

_____
Secretary

_____
Print

_____
Treasurer

_____
Print

Business Address 251 SAINT ANTHONY ST MOBILE, AL 36603

Business Address _____

Business Address _____

(Corporate Seal)

ATTEST: _____
Secretary

Name of State under the Laws of which the Corporation was chartered:

5754
State License Number

Corporate Seal

STATE OF ALABAMA

BID LIMIT: U

AMOUNT: UNLIMITED

LICENSE NO.: 57754

TYPE: RENEWAL

State Licensing Board for General Contractors

THIS IS TO CERTIFY THAT

PL RUSSELL LLC

MOBILE, AL 36603

is hereby licensed a General Contractor in the State of Alabama and is authorized to perform the following type(s) of work:

HS: HIGHWAYS AND STREETS, MU-S: DRAINAGE AND CULVERT, SC: CONCRETE

until May 31, 2026 when this Certificate expires.

Witness our hands and seal of the Board, dated Montgomery, Ala.,

8th day of May, 2025.

216871

Michael B. Tew SECRETARY-TREASURER

CHAIRMAN

ITEM IV
BID BOND

KNOW ALL MEN BY THESE PRESENT:

That PL Russell, LLC
(Name of Contractor)
251 Saint Anthony St., Mobile, AL 36603
(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 ***Mobile Riverfront Redevelopment, Cooper Riverside Park, Great Lawn Upgrades***, **City of Mobile Project No. *PR-029-22.***

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 August 27, 2025 (Date)
PL Russell, 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

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, Lydia Nations, 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 11th day of August, 2024.

WESTERN SURETY COMPANY

Larry Kasten, Vice President

State of South Dakota }
County of Minnehaha } ss

On this 11th day of August, 2024, 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, Paula Kolsrud, 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 27th day of August, 2025.

WESTERN SURETY COMPANY

Paula Kolsrud, 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.cnasuretv.com > Owner / Obligee Services > Validate Bond Coverage, if you want to verify bond authenticity.

22

Form F4280-6-2023

BIDS WILL NOT BE CONSIDERED UNLESS BID BOND IS SIGNED BY PRINCIPAL AND SURETY.

ITEM V
LABOR AND MATERIALS BOND

KNOW ALL MEN BY THESE PRESENT, that we PL Russell, LLC 251 Saint Anthony Street, Mobile, Alabama 36603 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 Two Million, Seven Hundred Fifty-Seven Thousand, Five Hundred & 00 Dollars ($2,757,500.00) lawful money of the United States, for the payment of which sum and truly to be made, we bind ourselves, our heirs, personal representatives, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, said Principal has entered into a certain Contract with said Obligee, dated _____, 20____ (hereinafter called the Contract) for Mobile Riverfront Redevelopment Cooper Riverside Park, Great Lawn Upgrades, PR-029-22 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)

PL Russell, LLC
(Corporate Name)
BY: [signature]
(Signature)
BEN RUSSELL
(Print)
ITS: PRESIDENT
(Title)

ATTEST: [signature]
(Signature)
Gwen Logan (Print)
ITS: Secretary

PL Russell LLC CORPORATE SEAL 2022 Alabama

Western Surety Company
(Surety sign here) (Corporate name)
BY: [signature]
(Signature)
Renee Ellis
(Print)
ITS: Attorney in Fact
(Title)

ATTEST: [signature]
(Signature)
Kathryn Hilton (Print)
ITS: Witness

Corporate Seal

WESTERN SURETY COMPANY CORPORATE SEAL SOUTH DAKOTA

ITEM VI
PERFORMANCE BOND

KNOW ALL MEN: That we PL Russell, 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 Two Million, Seven Hundred Fifty-Seven Thousand, Five Hundred and 00 dollars ($ 2,757,500.00), for the payment whereof the Principal and the Surety or Sureties bond themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has, by means of a written agreement dated _____, 20__, entered into a Contract with the Owner for Mobile Riverfront Development, Cooper Riverside Park, Great Lawn Upgrades, City of Mobile 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)

PL Russell, LLC
(Corporate Name)

BY: _____
(Signature)

ATTEST: _____
(Signature)

Ben Russell
(Print)

Gwen Logan (Print)

ITS: President
(Title)

ITS: Secretary
(Title)

Western Surety Company
(Surety sign here) (Corporate name)

BY: _____
(Signature)

Renee Ellis
(Print)

ATTEST: _____
(Signature)

ITS: Attorney in Fact
(Title)

Kathryn Hilton (Print)

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, Lydia Nations, 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 11th day of August, 2024.

WESTERN SURETY COMPANY

Larry Kasten, Vice President

State of South Dakota }
County of Minnehaha } ss

On this 11th day of August, 2024, 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, Paula Kolsrud, 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 _____, 2025.

WESTERN SURETY COMPANY

Paula Kolsrud, 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.

Turner Insurance & Bonding Co.

PATRIOT | PARTNER AGENCY

445 Dexter Avenue, Suite 5030
Montgomery, AL 36104

PO Drawer 230789
Montgomery, AL 36123

Office
(334) 244-0004

Fax
(334) 244-0350

Web
Turnerfirst.com

September 9, 2025

City of Mobile
P.O. Box 1827
Mobile, Alabama 36603

Re: PL Russell, LLC
Mobile Riverfront Redevelopment, Cooper Riverside Park, Great Lawn Upgrades
Project Number: PR-029-22

To whom it may concern:

As a representative of Western Surety Company regarding the above-mentioned performance and payment bonds for PL Russell, LLC. I give City of Mobile the authority to date the Power of Attorney for the above referenced project that is attached to each bond the same date the bonds and contracts are executed.

If you would be so kind, please let me know what date you use. If you would like, you can email this information to me at rellis@turnerfirst.com.

If you need anything further, please do not hesitate to contact me.

Regards,

Renee Ellis

Renee Ellis

INSTRUCTIONS

1. The full name (given, initial, surname) and residence of each individual party to the Bond must be inserted in the first paragraph.
2. If the Principal is a partnership, the full name of all partners must be inserted in the first paragraph which must recite that they are the partners composing the partnership (to be named), and all partners must execute the Bond as individuals.
3. The State of Incorporation of each corporate party to bond must be inserted in the first paragraph, and the Bond must be executed under the Corporate Seal of each party attested by its Secretary or other appropriate Officer.
4. The date of the Bond must not be prior to the date of the Contract.
5. All bonds must be originals.

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:

1. Workers' Compensation/Employer's Liability:

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

   b. Employer's Liability with limits of not less than:

Bodily Injury by Accident	$1,000,000 each accident
Bodily Injury by Disease	$1,000,000 policy limit
Bodily Injury by Disease	$1,000,000 each employee

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

2. Comprehensive General Liability Insurance:

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

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

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

3. Automobile Liability Insurance:

   a. Automobile Liability Insurance to cover any auto, including all owned, non-owned, and hired vehicles, with a $1,000,000 combined single limit of liability each accident for bodily injury and/or property damage.

4. Excess/Umbrella Liability Insurance:

   a. Providing following form coverage for Employer's Liability, Comprehensive General Liability, and Automobile Liability.

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

5. Certificate of Liability Insurance Endorsement Page:

The policy endorsements listed below are required and must be listed in the "Descriptions of Operations" box on the Certificate of Liability Insurance or listed separately on an attachment to the certificate of insurance (ACORD 101, Additional Remarks Schedule).

a. Waiver of Subrogation - All policies of insurance shall be endorsed to waive rights of subrogation in favor of City of Mobile.

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

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

d. Notice of Cancellation - Certificates of Insurance shall provide that such insurance shall not be subject to cancellation, non-renewal nor material change without 30 days or more (except 10 days for non-payment) prior written notice thereof to the City of Mobile.

e. Certificates of Insurance - General – Within ten (10) calendar days from the date of issuance of Contract forms for execution, Contractor shall deliver to the City of Mobile, certificates of insurance (standard ACORD format) certifying the existence and limits of the insurance coverages along with separate policy endorsements as described above. Contractor shall also be responsible for delivering policy renewal certificates to the City of Mobile.

ITEM VIII
SPECIAL PROVISIONS

1. Subletting or Assigning of Contract:

(a) **Limitations:** The Contractor shall not sublet, assign, transfer, convey, sell or otherwise dispose of any portion of the contract, his right, title or interest therein, or his power to execute such contract, to any person, firm or corporation without written consent of the City and such written consent shall not be construed to relieve the Contractor of any responsibility for the fulfillment of the contract. Unless otherwise stipulated in the proposal or special provisions, the Contractor shall perform with his own organization, and with the assistance of workmen under his immediate supervision and reported on his payroll, all contract work of a value not less than 50 percent of the total contract amount, except that any items designated in the contract as "Specialty Items" may be performed by subcontract, and the cost of any such "Specialty Items" so performed by subcontract may be deducted from the total contract amount before computing the amount of work required to be performed by the Contractor, with his own organization.

(b) **Subcontractor's Status:** A subcontractor shall be recognized only in the capacity of an employee or agent of the Contractor and the Contractor will be responsible to the City for all subcontractors' work, including failures or omissions; and his removal may be required by the City Project Manager, 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 Project Manager. 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 Programs and Project Management and/or 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 Programs and Project Management 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, 2022 Edition, with all latest additions and modifications of the Programs and Project Management 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, 2022 Edition, with all latest additions and modifications of the Programs and Project Management 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 Programs and Project Management Department of the City of Mobile in accordance with the Alabama Department of Transportation Standard Specifications for Highway Construction, 2022 Edition, with all latest additions and modifications of the Programs and Project Management 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, 2022 Edition, with all latest additions and modifications of the Programs and Project Management 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 Programs and Project Management 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, 2022 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 Project Manager.

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, 2022 Edition, with all latest additions and modifications of the Programs and Project Management 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 and/or Reclaimed/Recycled Asphalt 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 Project Manager or his authorized representatives. The Superintendent shall have full authority to execute orders or directions of the City Project Manager 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 Project Manager unless provided for in this contract, shall undertake any relocation and/or adjustments of utilities. The Contractor shall cooperate with the utility companies and provide assistance in excavation for such adjustments and relocation work, if requested. This work will be paid for under the appropriate items of work for excavation and borrow.

    If any private utility line, including but not limited to irrigation lines, are encountered within the right-of-way, it is the Contractor's responsibility to make the necessary adjustments of said facilities and coordinate with the property owner or private company. Such adjustments are considered incidental to the project (no said pay item).

19. It shall be the Contractor's responsibility to determine if the required construction can be performed within the area provided and comply with requirements of the Occupational Safety and Health Regulations (OSHA) for construction projects of this type. Any safety measures or methods of construction that are necessary in the construction of this project to comply with these regulations are the Contractor's responsibility and shall be provided with all costs to be included in the various pay items of the contract (no direct payment).

20. The Contractor shall submit a Traffic Control Scheme for the City Traffic Engineer's approval prior to commencement of any work on this project. The scheme shall be in full compliance with all the provisions and requirements as designated in Item 740 and Article 104.04 of the Standard Specifications, the Federal MUTCD Manual, Millennium Edition, and other requirements set forth by the Traffic Engineer. [There shall be no direct payment for said traffic control plan preparation or for items in Section 740. All materials, signage, lights, hardware, drums, equipment, labor, handling and maintenance until project

completion and any other incidentals necessary to complete the job shall be considered incidental to the project Item 740 Traffic Control. The Contractor shall restore existing traffic mechanisms to original condition. [OR] Payment for items in Section 740 shall be full compensation for all materials, signage, lights, hardware, drums, equipment, labor, handling and maintenance until project completion and any other incidentals necessary to complete the job. The Contractor shall restore existing traffic mechanisms to original condition.]

21. All equipment shall be in good mechanical working order. If not, the Project Inspector can require removal from the project.

22. The Contractor at no direct payment will support any utilities encountered during construction, requiring support. Contractor is responsible for securing and supporting all utilities located adjacent to or within the limits of excavation. The cost associated with this work will be a subsidiary obligation of clearing & grubbing (no direct payment).

23. Maintenance roads, haul roads, laydown yards, staging areas, and detours constructed for the Contractor's use and convenience, shall be constructed at the Contract's expense, and shall be absorbed in other bid items. All construction entrances to the site of work shall have aggregate surfacing placed over filter fabric for a minimum of fifty (50) linear feet from the adjacent connecting roadway, by an appropriate width, in an effort to minimize the transportation of sediment onto existing roadways. All areas shall be restored to their preconstruction condition after project completion. Any damage to the asphalt wearing surface beyond or within the limits of construction, as determined by the Engineer or Owner, shall be repaired at no cost to the Owner. Any traffic control required to complete such repairs shall be in accordance with Federal MUTCD manual, Latest Edition and at no cost to the Owner.

24. Any damage caused by the Contractor or his subcontractors to the existing bituminous asphalt surface and/or base structure on local streets leading to or associated with this project shall be repaired by the Contractor at no cost to the owner.

25. It shall be the responsibility of the contractor to provide a substantial stand of grass at the time of the Final Inspection. Any sod that is not living and/or viable in the opinion of the Engineer shall be replaced at no additional cost to the project. The Contractor shall provide a one year warranty period from the time of final payment.

26. Contactor shall remove and dispose of all waste and unsuitable material, from the project site. The Contractor will be held responsible for disposal of debris and construction materials in an appropriate manner and at an approved, permitted location. The Contractor will be responsible for compliance with applicable laws or ordinances regarding material type and disposal site. **Disposal of construction materials and debris is specified in Subarticles 206.4(c) and 201.03(d) of the Standard Specifications.**

    The Contractor will submit a plan for the disposal of construction materials, indicating proposed disposal location, type of debris and quantity of material. City Engineering staff will monitor the disposal of construction materials for compliance with applicable laws and ordinances. There will be no additional compensation for disposing of such material off the project site.

27. All salvageable material from the project shall be stored on the project at locations designated by the City Project Manager. 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 Programs and Project Management 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 Project Manager shall retain one set. Prints and/or tapes shall be delivered to the City Project Manager 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. Work/payment may be halted by the City Project Manager, until control measures are properly addressed. Contractor shall be held for any resulting delays.

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 Best Management Practices (BMP) 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.

49. 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.

50. 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.

51. Working hours on certain streets will be limited. All working times, closures, etc., will be coordinated with the City of Mobile Traffic Engineering Department.

52. Workmen shall wear reflectorized vests, shirts or jackets.

53. The Contractor shall not commence with milling, tacking, resurfacing, or striping until all vehicles are removed from the street.

54. 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.

55. 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, 2022 Edition, with all latest additions and modifications of the Programs and Project Management Department for the City of Mobile.

56. Contractor shall use a mechanical broom with blower in operating condition for cleaning streets prior to tacking and resurfacing operations.

57. 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.

58. 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.

59. 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.

60. All traffic control configurations shall be restored to their original patterns, unless

otherwise directed by the Traffic Engineering Director.

61. 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.

62. 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.

63. 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.

64. 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.

65. Gutter cleaning will be a subsidiary obligation of 429-A1 Improved Bituminous Concrete Wearing Surface.

66. All permanent striping on the final surface that is required to be removed shall be removed by hydraulic means only or as directed by the Engineer.

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 PL Russell, 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: Mobile Riverfront Redevelopment, Cooper Riverside Park, Great Lawn Upgrades
Project No: PR-029-22
Project Description: Landscaping and Hardscaping
Major work items include: Concrete

City of Mobile Project Number **PR-029-22**, all complete in place with all appurtenances for the consideration of unit prices set forth in CONTRACTOR's Proposal (estimated to total $2,767,500.00) in strict accordance with this contract. The advertisement, proposal, special provisions, plans and specifications are all made a part of this agreement.

CITY:

(2) Wherever the word "CITY" is used, it shall refer to the City of Mobile, Alabama.

COUNCIL:

(3) Whenever the word "COUNCIL" is used in the Specifications, it shall refer to the governing body of the City of Mobile, Alabama, the party of the first part of the Agreement.

CONTRACT:

(4) Whenever the word "CONTRACT" is used it shall be held to mean the executed documents comprising the written agreement between the City of Mobile and the Contractor setting forth the obligations of the parties hereunder for the performance of the prescribed work. The Contract includes the invitation for bids, proposal, contract forms and contract bonds, specifications, supplemental specifications, special provisions, general and detailed plans, these

Articles of Agreement, notice to proceed, and any change orders that are required to complete the construction of the work in an acceptable manner, including authorized extensions thereof, and such other documents as by law or references are made a part thereof, all of which constitute one instrument.

CONTRACTOR:

(5) Whenever the word "CONTRACTOR" is used it shall be held to mean any individual, corporation, partnership, or other entity selected to perform any or all construction services. The contractor shall be eligible to bid Alabama Department of Transportation projects at the time of the prebid conference to be considered a valid bidder for this project.

CITY ENGINEER:

(6) Whenever the word "CITY ENGINEER" is used, it shall refer to the CITY ENGINEER for the City of Mobile or appointed assistants.

CITY PROJECT MANAGER:

(7) Whenever the word "City Project Manager" is used, it shall refer to the City Project Manager for the City of Mobile or appointed assistants.

ENGINEER:

(8) The engineering company assigned to perform engineering design and construction inspection services for this project. The engineering company so assigned to this project is **Moffatt & Nichol.**

AUTHORITY OF THE CITY PROJECT MANAGER AND CITY ENGINEER:

(9) The City Project Manager and/or 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 Project Manager and/or 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:

(10) 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", 2022 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 Project Manager and/or CITY ENGINEER or as noted herein.

ARBITRATOR:

(11) Both parties to this contract hereby agree that the City Project Manager and/or 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 Project Manager and/or CITY ENGINEER in all such cases shall be final.

STANDARD SPECIFICATIONS:

(12) Whenever the word "STANDARD SPECIFICATIONS" is used, it shall refer to State of 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, a copy of which is on file in the office of the City Project Manager and/or CITY ENGINEER.

WAGE SCALE:

(13) 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:

(14) The City Project Manager and/or 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 Project Manager and/or CITY ENGINEER.

The City Project Manager and/or CITY ENGINEER reserves the right to require replacement of any inspector considered to be unqualified for the work.

INSPECTION:

(15) 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 Project Manager and/or CITY ENGINEER at any time prior to the completion of the work and its acceptance by the City Project Manager and/or CITY ENGINEER.

INCOMPETENT EMPLOYEES TO BE DISCHARGED:

(16) If the work of any person employed by the CONTRACTOR should appear to the City Project Manager and/or CITY ENGINEER to be incompetent or disorderly, he shall be immediately discharged upon the request of the City Project Manager and/or CITY ENGINEER.

CHANGES AND EXTRA WORK PRECAUTIONS TO PREVENT ACCIDENT:

(17) 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 Project Manager and/or 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:

(18) 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:

(19) All work shall be done according to the direction of the City Project Manager and/or CITY ENGINEER or his authorized assistant.

GENERAL COMPLIANCE WITH LAWS:

(20) 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:

(21) If, in the opinion of the City Project Manager and/or 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 Project Manager and/or 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 Project Manager and/or 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:

(22) 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 Project Manager and/or CITY ENGINEER, it becomes necessary to insure the completion within the limit of time specified to this contract, the City Project Manager and/or 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 Project Manager and/or CITY ENGINEER, to ensue, the City Project Manager and/or 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:

(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 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:

(24) 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:

(25) 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 Project Manager 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 Project Manager 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:

(26) 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:

(27) The source of funds for payment by City under this contract is GOMESA. Said funds are on hand at the time of the execution of this contract.

PROHIBITION OF BOYCOTTING:

(28) 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:

(29) 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.

NON-DISCRIMINATION REQUIREMENTS:

(30) No person in the United States shall, on the ground of race, color, national origin, handicap, age, religion, or sex, be excluded from participation in, be denied the benefits of, or be subject to discrimination under any program or activity receiving federal financial assistance. The recipient is required to comply with all non-discrimination requirements summarized in this section, and to ensure that all subawards and contracts contain these nondiscrimination requirements.

1. Statutory Provisions

   a. Title VI of the Civil Rights Act of 1964 (42 U.S.C. §§ 2000d et seq.) prohibits discrimination on the grounds of race, color, or national origin under programs or activities receiving federal financial assistance;

   b. Title IX of the Education Amendments of 1972 (20 U.S.C. §§1681 et seq.) prohibits discrimination on the basis of sex under federally assisted education programs or activities;

   c. Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794) prohibits discrimination on the basis of handicap under any program or activity receiving or benefitting from federal assistance;

   d. The Age Discrimination Act of 1975, as amended (42 U.S.C. §§ 6101 et seq.), prohibits discrimination on the basis of age in programs or activities receiving federal financial assistance;

   e. The Americans with Disabilities Act of 1990, as amended (42 U.S.C. §§12101 et seq.) ("ADA"), including the ADA Amendments Act of 2008 (Public Law 110-325, ("ADAAA"}, prohibits discrimination on the basis of disability under programs, activities, and services provided or made available by state and local

governments or instrumentalities or agencies thereto, as well as public or private entities that provide public transportation;

f. Any other applicable non-discrimination law(s).

2. Regulatory Provisions

a. Treasury Title VI regulations, 31 C.F.R. Part 22, implement Title VI of the Civil Rights Act of 1964, as amended (42 U.S.C. §§ 2000d, et seq.) which prohibits discrimination on the grounds of race, color, or national origin under programs or activities receiving federal financial assistance;

b. Treasury Title IX regulations, 31C.F.R. Part 28, implement Title IX of the Education Amendments of 1972 (20 U.S.C. §§1681 et seq.) which prohibits discrimination on the basis of sex under federally assisted education programs or activities;

c. Treasury Age Discrimination regulations, 31 C.F.R. Part 23, implement the Age Discrimination Act of 1975, which prohibits discrimination on the basis of age in programs and activities receiving federal financial assistance.

3. Other Provisions

a. Parts II and III of EO 11246 (30 Fed. Reg. 12319, 1965), "Equal Employment Opportunity," as amended by EO11375 (32 Fed. Reg. 14303, 1967) and 12086 (43 Fed. Reg. 46501, 1978), require federally assisted construction contracts to include the nondiscrimination provisions of§§ 202 and 203 of EO 11246 and Department of Labor regulations implementing EO11246 (41 C. F.R. § 60-1.4(b), 1991).

b. EO 13166 (August 11, 2000), "Improving Access to Services for Persons With Limited English Proficiency," requires federal agencies to examine the services provided, identify any need for services to those with limited English proficiency (LEP), and develop and implement a system to provide those services so LEP persons can have meaningful access to them.

4. Title VII Exemption for Religious Organizations

Generally, Title VII of the Civil Rights Act of 1964, 42 U.S.C. §§ 2000e et seq., provides that it shall be an unlawful employment practice for an employer to discharge any individual or otherwise to discriminate against an individual with respect to compensation, terms, conditions, or privileges of employment because of such individual's race, color, religion, sex, or national origin. However, Title VII, 42 U.S.C. § 2000e-l(a), expressly exempts from the prohibition against discrimination on the basis of religion, a religious corporation, association, educational institution, or society with respect to the employment of individuals of a particular religion to perform work connected with the carrying on by such corporation, association, educational institution, or society of its activities.

5. Protections for Whistleblowers

In accordance with 41 U.S.C. § 4712, neither the recipient nor any of its subrecipients, contractors (vendors), or subcontractors may discharge, demote, or otherwise discriminate against an employee as a reprisal for disclosing information to a person or entity listed below that the employee reasonably believes is evidence of gross mismanagement of a federal contract or grant, a gross waste of federal funds, an abuse of authority relating to a federal contract or grant, a substantial and specific danger to public health or safety, or a

violation of law, rule, or regulation related to a federal contract {including the competition for or negotiation of a contract) or grant:

a. A Member of Congress or a representative of a committee of Congress;

b. An Inspector General;

c. The Government Accountability Office;

d. A Treasury employee responsible for contract or grant oversight or management;

e. An authorized official of the Department of Justice or other law enforcement agency;

f. A court or grand jury; and/or

g. A management official or other employee of the recipient, subrecipient, vendor, contractor (vendor), or subcontractor who has the responsibility to investigate, discover, or address misconduct.

GOVERNING LAW AND VENUE:

(31) 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:

(32) 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.

RECORDS RETENTION REQUIREMENTS:

(33) The contractor must retain all records pertinent to this Award for a period of three years, beginning on a date as described in 2 C.F.R. § 200.334. While electronic storage of records (backed up as appropriate) is preferable, the contractor has the option to store records in hardcopy (paper) format. For the purposes of this section, the term "records" includes but is not limited to:

a. Copies of all contracts and all documents related to a contract, including the Request for Proposal (RFP), all proposals/bids received, all meeting minutes or other documentation of the evaluation and selection of contractors and subcontractors, any disclosed conflicts of interest regarding a contract, all signed conflict of interest forms, all conflict of interest and other procurement rules governing a particular contract, and any bid protests;

b. Copies of all subawards and all documents related to a subaward. For competitively selected subawards, documents may include those relevant to and required by the recipient's or subrecipient's selection process such as the funding opportunity announcement or equivalent, all applications received, all meeting minutes or other documentation of the evaluation and selection of subrecipients, any disclosed conflicts of interest regarding a subaward, and all signed conflict of interest forms;

c. All documentation of site visits, reports, audits, and other monitoring of contractors

(vendors) and subrecipients;

d. All financial and accounting records, including records of disbursements to contractors (vendors) and subrecipients, and documentation of the allowability of Administrative Costs charged to this Award;

e. Any reports, publications, and data sets from any research conducted under this Award.

(34) If any litigation, claim, investigation, or audit relating to this Award or an activity funded with Award funds is started before the expiration of the three year period, the records must be retained until all litigation, claims, investigations, or audit findings involving the records have been resolved and final action taken.

(35) If the contractor is authorized to enter into contracts to complete the approved scope of work, the contractor must include in its legal agreement with the contractor a requirement that the contractor retain all records in compliance with 2 C.F.R. § 200.334.

(36) If the contractor is authorized to make subawards, the contractor must include in its legal agreement with the subrecipient a requirement that the subrecipient retain all records in compliance with 2 C.F.R. § 200.334.

TERMINATION FOR "CAUSE" AND "CONVENIENCE" CLAUSE:

(37) For Cause

In the event that any of the provisions of this Contract are violated by Contractor, or by any of his Subcontractors, the Owner may serve written notice the Contractor and Surety of its intention to terminate the Contract, such notices contain the reasons for such intention to terminate the Contract, and unless within (10) days after the serving of such notice upon the Contractor, such violation shall cease and satisfactory arrangement of correction be made, the Contract shall, the expiration of said ten (10) days, cease and terminate. In the event of any termination, the Owner shall immediately serve notice thereof upon the Surety and Contractor and the Surety shall have the right to take over and perform the provided, however, that if the Surety does not commence performance thereof within ten (10) days from the date of the mailing to such Surety of notice of termination, Owner may take over the work and prosecute the same to completion by contract force account for the account and at the expense of the Contractor and the and his Surety shall be liable to the Owner for any excess cost occasioned thereby, and in such event the Owner may take possession of and utilize in the work, such materials, appliances and plant as may be on the site of the necessary therefore.

(38) For Convenience

The Owner may terminate this contract at any time by giving at least ten (10) days' notice in writing to the Contractor. If the contract is terminated by the provided herein, the Contractor will be paid for the time provided and expenses up to the termination date.

NOTICE OF AWARD AND NOTICE TO PROCEED:

(39) The award of the Contract, if it is to be awarded, will be by the Owner to the lowest responsible Bidder whose Proposal shall comply with all the requirements necessary to render it formal. The successful Bidder will be notified by letter, mailed to the address shown on his Proposal, that his bid has been accepted and that he has been awarded the Contract. Award will be

made within 90 days after bids are received unless otherwise stated in the Special Provisions. This period may be extended if mutually agreeable to Owner and Contractor.

The Owner, before awarding the Contract, may require a reviewed financial statement. If, in the opinion of the Owner, this statement does not justify the award, the Owner reserves the right to reject the low bid. The reviewed financial statement shall contain, as a minimum, a review of financial statements including performing inquiry and analytical procedures that provide the Owner with a reasonable basis for expressing limited assurance that there are not material modifications that should be made to the statements in order for them to be in conformity with generally accepted accounting principles or, if applicable, with any other comprehensive basis of accounting. The financial statement shall be submitted within 10 days of the Owner's request.

Should it be necessary to eliminate part of the Work in order to award the Contract within the funds available for construction, the Owner reserves the right to designate the portion of the Work to be omitted. The amount of deduction will be determined by multiplying the quantity of items omitted by the unit price or lump sum bid for such items, or by negotiation. The Contract shall be signed by the successful Bidder and returned to the Engineer with satisfactory Contract Bonds within 10 days after the date of Notice of Award.

CHANGE ORDERS:

(40) As Outlined

A. Extra Work as herein before defined, when authorized and accepted will be paid for in accordance with the following:

1. The Contractor shall submit to the Owner or its authorized representative a written agreement for the Work to be done and basis of payment (lump sum, force account or unit price), and submit the same to the Owner for authorization to perform such Extra Work.

    a. When Extra Work is authorized to be paid for on a lump sum basis, the Contractor shall compute the percentage done each month and submit with the monthly estimate, a detail sheet showing this percentage and the amount due.

    b. When Extra Work is authorized to be paid for on a unit price basis, the Contractor shall include on each monthly estimate the amount of Work done that month.

    c. When Extra Work is authorized to be paid for on a Force Account basis, the Contractor shall furnish itemized statements to the Engineer of the cost of all Force Account work, which shall include a certified copy of the weekly payroll and original receipted bills for all materials used and freight charges paid on same, provided that where materials used are not specifically purchased for use on Extra Work but are taken from the Contractor's stock, the Contractor shall submit an affidavit of the quantity, price, and freight on such materials in lieu of original bills and invoices, which affidavit must be approved by Engineer.

B. With each monthly estimate on Work paid for on a Force Account basis, the Contractor shall submit in duplicate a detailed statement showing the following:

1. Name, class, date, number of hours worked each day, total hours, rate and extension for each laborer and foreman engaged.
2. Designation, number of hours worked each day, total hours, rental rate and extension for each truck, and unit of machinery engaged.
3. Quantity of materials, price and extension.
4. Freight on materials.
5. When the Extra Work is complete, the cost of Property Damages, Liability, Worker's Compensation and Unemployment Insurance.

C. All Extra Work done by Force Account will be paid for in the following manner:

1. For all labor, and foreman in direct charge of the specific work, the Contractor shall receive the current local rate of wage, to be agreed upon in writing before beginning work, for each and every hour that said labor, teams and foreman are actually engaged in such work; to which shall be added an amount equal to 10 percent thereof. No allowance shall be made for general superintendent and use of small tools and ordinary equipment.
2. For the cost of Property Damage, Liability, Worker's Compensation and Unemployment Insurance required for Force Account Work, the Contractor shall receive the actual cost to which no percentage shall be added. The Contractor shall furnish satisfactory evidence of the rate or rates paid for such insurance.
3. For materials, the Contractor shall receive the actual cost of such material delivered to the Work, including the freight charges, as shown by original receipted bills; to which shall be added an amount equal to 10 percent of the sum thereof.
4. For any machinery or special equipment other than small tools, including pertinent fuel and lubricants, which it may be deemed necessary or desirable to use, the Contractor shall be allowed a reasonable rental price to be agreed upon in writing before such work is begun, for the time that such equipment is in use on the Work and to which sum no percentage shall be added.
5. No Extra Work will be paid for unless unit prices or wages have been agreed upon in writing before such work is started. The compensation as above provided in 1, 2, 3, and 4 shall be accepted by the Contractor as payment in full for Extra Work done on a Force Account basis including superintendence, general expense, overhead, use of tools and equipment for which no rental is allowed, Contract Bonds and profit.

EQUAL EMPLOYMENT:

(41) During the performance of this contract, the CONTRACTOR agrees as follows:

1. The CONTRACTOR will not discriminate against any employee or applicant for employment because of race, creed, color, or national origin. The CONTRACTOR will take affirmative action to insure that applicants are employed, and that employees are treated during employment, without regard to their race, creed, color or national origin. Such shall include but not be limited to the following:

Employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation, and selection for training, include apprenticeship. The CONTRACTOR agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting agency of the municipality setting forth the provisions of this nondiscrimination clause.

2. The CONTRACTOR will, in all solicitations or advertisements for employees placed by or on behalf of the CONTRACTOR, state that all qualifying applicants will receive consideration for employment without regard to race, creed, color, or national origin.
3. The CONTRACTOR will send to each labor union or representative of workers with which he has a collective bargaining agreement or other Contract or understanding, a notice to be provided by the municipal contracting agency, advising the labor union or workers' representative of the CONTRACTOR's commitments under this ordinance. Copies of the notice shall be posted in conspicuous places available to employees and applicants for employment.
4. In the event of the CONTRACTOR's non-compliance with the non-discrimination clauses of this Contract, this Contract may be canceled, terminated or suspended in whole or in part and the CONTRACTOR may be declared ineligible for further municipal contracts.
5. CONTRACTOR will include the provisions of this ordinance in every subcontract or purchase order unless exempted by written orders of the governing body of the City of Mobile so that provisions will be binding upon each subcontractor or vendor.

INDEMNIFICATION

(42) 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.

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.

CONTRACTOR:

_____

AN INDIVIDUAL

WITNESSES:

_____ _____(Print)

_____(Print)

_____

CONTRACTOR: **(IF CORPORATION)**

PL Russell (Print)

BY: _____

ITS PRESIDENT

Ben Russell (Print)

Corporate Seal

ATTEST:

_____

ITS SECRETARY

Gwen Logan (Print)

9/15/25

DATE

CITY OF MOBILE

BY: _____

ITS MAYOR

ATTEST:

_____

CITY CLERK

William S. Stimpson (Print)

10/21/25

DATE

Lisa C. Lambert (Print)

STATE OF ALABAMA
CITY OF MOBILE

I, the undersigned, a Notary Public in and for said County and State, hereby certify that Ben Russell, whose name is signed to the foregoing instrument in the capacity of President of PL Russell 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 notarial seal on this the 15 day of Sept, 2025.

NOTARY PUBLIC

My Commission Expires: 4/28/29

ITEM X
SUPPLEMENTAL SPECIFICATIONS

Alabama Department of Transportation Standard Specifications for Highway Construction, 2022 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): LIMITATIONS* SHALL BE AMENDED TO INCLUDE THE FOLLOWING:**

   The ENGINEER reserves the right, with approval from the Project Manager, 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.

ATTACHMENT "A"

LOCATION

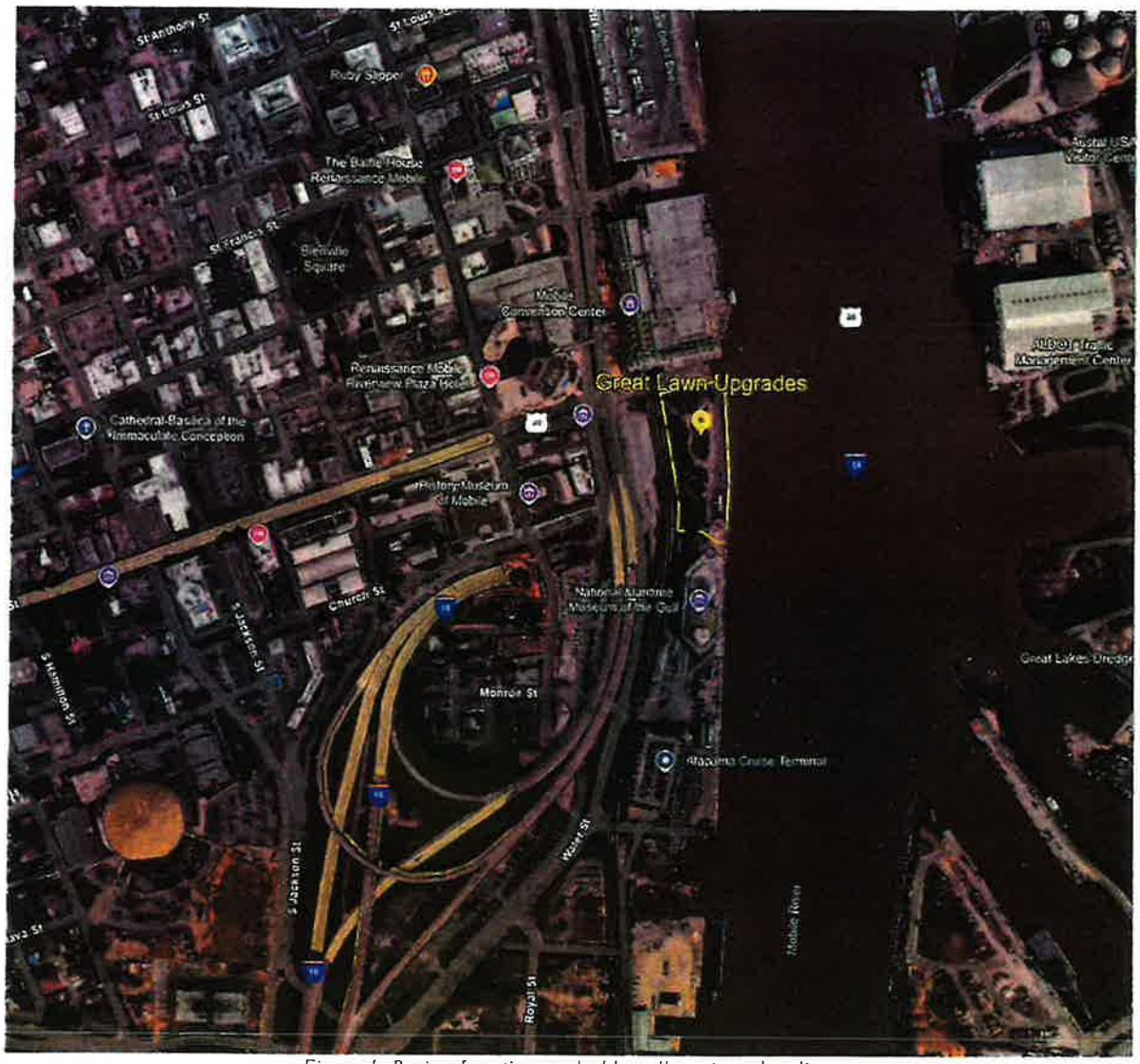

Figure 1: Project Location marked by yellow pin and outline.

ATTACHMENT "B"

CONTRACTORS INSURANCE CERTIFICTIONS

PLRUSSE-01 ABROWNLEE

ACORD

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 9/9/2025

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

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	CONTACT NAME: Allison G Brownlee	
PGIS, LLC dba Turner Insurance & Bonding Co. PO Drawer 230789 Montgomery, AL 36123	PHONE (A/C, No, Ext): (334) 386-3602	FAX (A/C, No):
	E-MAIL ADDRESS: abrownlee@turnerfirst.com	
	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A : Benchmark Insurance Co.	41394
INSURED	INSURER B : Ala Branch of AGC of Amer Inc SIF #0100R A-VI	055028
PL Russell LLC P.O. Box 1623 Mobile, AL 36606	INSURER C : Lloyd's of London	32727
	INSURER D : RSUI Indemnity Company	22314
	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	CPP02292	7/15/2025	7/15/2026	DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 100,000
							MED EXP (Any one person)	$ 5,000
							PERSONAL & ADV INJURY	$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$ 2,000,000
	X POLICY X PRO-JECT LOC						PRODUCTS - COMP/OP AGG	$ 2,000,000
	OTHER:							$
A	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
	X ANY AUTO						BODILY INJURY (Per person)	$
	OWNED AUTOS ONLY X SCHEDULED AUTOS	X	X	BAP02293	7/15/2025	7/15/2026	BODILY INJURY (Per accident)	$
	X HIRED AUTOS ONLY X NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
A	X UMBRELLA LIAB X OCCUR						EACH OCCURRENCE	$ 2,000,000
	EXCESS LIAB CLAIMS-MADE	X	X	XLP02294	7/15/2025	7/15/2026	AGGREGATE	$
	DED X RETENTION $ 10,000						Aggregate	$ 2,000,000
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N						X PER STATUTE OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) N/A		X	MA690-2025-AL	1/1/2025	1/1/2026	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	Professional Liabili			ANE520221625	7/15/2025	7/15/2026	Professional/Polluti	1,000,000
D	Commercial Umbrella	X	X	NHA607946	7/15/2025	7/15/2026	Excess Umbrella	3,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Mobile Riverfront Redevelopment, Cooper Riverside Park, Great Lawn Upgrades
City of Mobile Project No. PR-029-22
City of Mobile is included as an Additional Insured as respects General Liability, Auto Liability, and Umbrella Liability on a primary and non-contributory basis where required by written contract. A Waiver of Subrogation applies in favor of City of Mobile as respects General Liability, Auto Liability, Umbrella, and Workers' Compensation/Employer's Liability. General Liability limits apply on a per project basis. Thirty (30) day notice of cancellation applies where required by written contract. Coverage includes Workers' Compensation/Employer's Liability, General Liability, Automobile Liability, and Excess/Umbrella Liability as required by contract.

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

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ATTACHMENT "C"

SUBCONTRACTING PLAN, E-VERIFY AFFIDAVIT, AND DBE UTILIZATION REPORT

OFFICE OF SUPPLIER DIVERSITY

CITY OF MOBILE

DBE Compliance

DBE UTILIZATION REPORT

Return to Office of Supplier Diversity
Via email: archnique.kidd@cityofmobile.org
or
P.O. Box 1948
Mobile, AL 36633

CONTRACTOR: PL Russell	Certified DBE: YES (NO)	Contract Start Date: 1/1/2026
DESCRIPTION:		Estimated Completion Date:

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

JAN	APR	JULY	OCT	
FEB	MAY	AUG	NOV	FINAL _____
MARCH	JUNE	SEPT	DEC	

Original Contract Amount	Total Amount of Contract Changes (change orders or amendments)	Final Contract Amount (include contract changes)	Payments to Date from City of Mobile	OFFICE USE ONLY (Verification)
$	$	$	$	

Instructions: List all DBEs utilized on the contract, whether or not the firms were originally listed for DBE goal credit. List actual amount paid to each DBE firm. If the established Percentage is not being met, please include a narrative description of the progress being made in DBE participation.

DBE SUBCONTRACTOR	DBE DESCRIPTION OF WORK	DBE SUBCONTRACT AMOUNT	DBE PAYMENTS THIS REPORT	PAYMENTS TO DATE	OFFICE USE ONLY (Verification)
		$	$	$	
		$	$	$	
		$	$	$	
		$	$	$	
TOTALS		$	$	$	

I HEREBY CERTIFY THAT THE INFORMATION CONTAINED HEREIN IS TRUE AND CORRECT. SUPPORTING DOCUMENTATION IS ON FILE AND IS AVAILABLE FOR INSPECTION BY CITY OF MOBILE OFFICE OF SUPPLIER DIVERSITY PERSONNEL AT ANY TIME.

PRINT NAME: _____

SIGNATURE: _____ _____ ___/___/___
(Title) (Date)

OFFICE OF SUPPLIER DIVERSITY

CITY OF MOBILE

Subcontracting and Major Supplier Plan

Contact Office of Supplier Diversity for questions on completing this form.
Valerie Archeque-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: Archinquia.kidd@cityofmobile.org
251.208.7967
205 Government Street, 5th Floor

FORM 1: Background and Plan

Section I. Information about your company

Company	PL Russell LLC
Address	251 Saint Anthony St Mobile, AL 36603
Telephone	251-385-6091
E-Mail	info@plrussell.com

RFP/RFQ Solicitation Number	PR 024-22
Project Description	Mobile Riverfront Redevelopment
Is your company a DBE company?	Yes ☐ No ☒
Work force demographics	Male 14 Female 2 Minority 8 Non-minority 8 SDVO _____ Total #of Employees 16

Subcontractor/Major Supplier Plan submitted by:

Printed Name: Ben Russell

Signature: _____ Date: 8/22/25

Title: President

The following employee will be designated as the **DBE Liaison** for all communication regarding DBE participation including documentation for DBE participation and maintenance of records of Good Faith Efforts for this contract award:

Name: Ben Russell Title: President

Email: ben@plrussell.com Phone: 251-385-6091

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 PL Russell Your Bid/Proposal Amount $ 2757,500.00 Date: 8/27/25

8/27/25 Description Mobile Riverfront Redevelopment

Name of Bidder/Proposer: PL Russell

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
Holy Concrete		Concrete Supplier	$207530.00	8%	YES	
Hughes Companies		Trucking/Aggregates	$81,000.00	3%	YES	
White Cap		Material Supplier	$172,200.00	6%	YES	

CITY OF MOBILE

Subcontracting and Major Supplier Plan

Form 2: Good Faith Effort Documentation

Name of Bidder PL Russell

Contact Person Ben Russell Phone 251-599-1146 Email ben@plrussell.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. _____

_____

_____

STATE OF ALABAMA
COUNTY OF MOBILE

AFFIDAVIT OF VENDOR / CONTRACTOR

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

President/CEO of PL Russell.

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 PL Russell 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 company is enrolled in the E-Verify program. The Company ID Number in the E-Verify program is as follows: 2306613.

CEO of PL Russell

Sworn to and subscribed before me this the 27 day of August, 2021

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

AMELIA RUSSELL NOTARY PUBLIC ALABAMA STATE AT LARGE

E-VERIFY IS A SERVICE OF DHS AND SSA

Company ID Number: 381201

Client Company ID Number: 2306613

THE E-VERIFY MEMORANDUM OF UNDERSTANDING FOR EMPLOYERS USING AN E-VERIFY EMPLOYER AGENT

ARTICLE I PURPOSE AND AUTHORITY

The parties to this agreement are the Department of Homeland Security (DHS), the PL Russell, LLC (Employer), and the E-Verify Employer Agent. The purpose of this agreement is to set forth terms and conditions which the Employer and the E-Verify Employer Agent will follow while participating in E-Verify.

E-Verify is a program that electronically confirms an employee's eligibility to work in the United States after completion of Form I-9, Employment Eligibility Verification (Form I-9). This Memorandum of Understanding (MOU) explains certain features of the E-Verify program and describes specific responsibilities of the Employer, the E-Verify Employer Agent, the Social Security Administration (SSA), and DHS.

Authority for the E-Verify program is found in Title IV, Subtitle A, of the Illegal Immigration Reform and Immigrant Responsibility Act of 1996 (IIRIRA), Pub. L. 104-208, 110 Stat. 3009, as amended (8 U.S.C. § 1324a note). The Federal Acquisition Regulation (FAR) Subpart 22.18, "Employment Eligibility Verification" and Executive Order 12989, as amended, provide authority for Federal contractors and subcontractors (Federal contractor) to use E-Verify to verify the employment eligibility of certain employees working on Federal contracts.

ARTICLE II RESPONSIBILITIES

A. RESPONSIBILITIES OF THE EMPLOYER

1. The Employer agrees to display the following notices supplied by DHS in a prominent place that is clearly visible to prospective employees and all employees who are to be verified through the system:

   a. Notice of E-Verify Participation

   b. Notice of Right to Work

2. The Employer agrees to provide to the SSA and DHS the names, titles, addresses, and telephone numbers of the Employer representatives to be contacted about E-Verify. The Employer also agrees to keep such information current by providing updated information to SSA and DHS whenever the representatives' contact information changes.

3. The Employer shall become familiar with and comply with the most recent version of the E-Verify User Manual. The Employer will obtain the E-Verify User Manual from the E-Verify Employer Agent.

4. The Employer agrees to comply with current Form I-9 procedures, with two exceptions:

a. If an employee presents a "List B" identity document, the Employer agrees to only accept "List B" documents that contain a photo. (List B documents identified in 8 C.F.R. 274a.2(b)(1)(B)) can be presented during the Form I-9 process to establish identity.) If an employee objects to the photo requirement for religious reasons, the Employer should contact E-Verify at 1-888-464-4218.

b. If an employee presents a DHS Form I-551 (Permanent Resident Card), Form I-766 (Employment Authorization Document), or U.S. Passport or Passport Card to complete I-Form I-9, the Employer agrees to make a photocopy of the document and to retain the photocopy with the employee's Form I-9. The Employer will use the photocopy to verify the photo and to assist DHS with its review of photo mismatches that employees contest. DHS may in the future designate other documents that activate the photo screening tool.

Note: Subject only to the exceptions noted previously in this paragraph, employees still retain the right to present any List A, or List B and List C, document(s) to complete the Form I-9.

5. The Employer agrees to record the case verification number on the employee's Form I-9 or to print the screen containing the case verification number and attach it to the employee's Form I-9.

6. The Employer agrees that, although it participates in E-Verify, the Employer has a responsibility to complete, retain, and make available for inspection Forms I-9 that relate to its employees, or from other requirements of applicable regulations or laws, including the obligation to comply with the antidiscrimination requirements of section 274B of the INA with respect to Form I-9 procedures.

a. The following modified requirements are the only exceptions to an Employer's obligation to not employ unauthorized workers and comply with the anti-discrimination provision of the INA: (1) List B identity documents must have photos, as described in paragraph 5 above; (2) When an Employer confirms the identity and employment eligibility of newly hired employee using E-Verify procedures, the Employer establishes a rebuttable presumption that it has not violated section 274A(a)(1)(A) of the Immigration and Nationality Act (INA) with respect to the hiring of that employee; (3) If the Employer receives a final nonconfirmation for an employee, but continues to employ that person, the Employer must notify DHS and the Employer is subject to a civil money penalty between $550 and $1,100 for each failure to notify DHS of continued employment following a final nonconfirmation; (4) If the Employer continues to employ an employee after receiving a final nonconfirmation, then the Employer is subject to a rebuttable presumption that it has knowingly employed an unauthorized alien in violation of section 274A(a)(1)(A); and (5) no E-Verify participant is civilly or criminally liable under any law for any action taken in good faith based on information provided through the E-Verify.

b. DHS reserves the right to conduct Form I-9 compliance inspections, as well as any other enforcement or compliance activity authorized by law, including site visits, to ensure proper use of E-Verify

7. The Employer is strictly prohibited from creating an E-Verify case before the employee has been hired, meaning that a firm offer of employment was extended and accepted and Form I-9 was completed. The Employer agrees to create an E-Verify case for new employees within three Employer business days after each employee has been hired (after both Sections 1 and 2 of Form I-9 have been completed), and to complete as many steps of the E-Verify process as are necessary according to the E-Verify User Manual. If E-Verify is temporarily unavailable, the three-day time period will be extended until it is again operational in order to accommodate the Employer's attempting, in good faith, to make inquiries during the period of unavailability.

8. The Employer agrees not to use E-Verify for pre-employment screening of job applicants, in support of any unlawful employment practice, or for any other use that this MOU or the E-Verify User Manual does not authorize.

9. The Employer must use E-Verify (through its E-Verify Employer Agent) for all new employees. The Employer will not verify selectively and will not verify employees hired before the effective date of this MOU. Employers who are Federal contractors may qualify for exceptions to this requirement as described in Article II.B of this MOU.

10. The Employer agrees to follow appropriate procedures (see Article III below) regarding tentative nonconfirmations. The Employer must promptly notify employees in private of the finding and provide them with the notice and letter containing information specific to the employee's E-Verify case. The Employer agrees to provide both the English and the translated notice and letter for employees with limited English proficiency to employees. The Employer agrees to provide written referral instructions to employees and instruct affected employees to bring the English copy of the letter to the SSA. The Employer must allow employees to contest the finding, and not take adverse action against employees if they choose to contest the finding, while their case is still pending. Further, when employees contest a tentative nonconfirmation based upon a photo mismatch, the Employer must take additional steps
(see Article III.B below) to contact DHS with information necessary to resolve the challenge.

11. The Employer agrees not to take any adverse action against an employee based upon the employee's perceived employment eligibility status while SSA or DHS is processing the verification request unless the Employer obtains knowledge (as defined in 8 C.F.R. § 274a.1(l)) that the employee is not work authorized. The Employer understands that an initial inability of the SSA or DHS automated verification system to verify work authorization, a tentative nonconfirmation, a case in continuance
(indicating the need for additional time for the government to resolve a case), or the finding of a photo mismatch, does not establish, and should not be interpreted as, evidence that the employee is not work authorized. In any of such cases, the employee must be provided a full and fair opportunity to contest the finding, and if he or she does so, the employee may not be terminated or suffer any adverse employment consequences based upon the employee's perceived employment eligibility status
(including denying, reducing, or extending work hours, delaying or preventing training, requiring an employee to work in poorer conditions, withholding pay, refusing to assign the employee to a Federal contract or other assignment, or otherwise assuming that he or she is unauthorized to work) until and unless secondary verification by SSA or DHS has been completed and a final nonconfirmation has been issued. If the employee does not choose to contest a tentative nonconfirmation or a photo mismatch or if a secondary verification is completed and a final nonconfirmation is issued, then the Employer can find the employee is not work authorized and terminate the employee's employment.
Employers or employees with questions about a final nonconfirmation may call E-Verify at 1-888-464-4218 (customer service) or 1-888-897-7781 (worker hotline).

12. The Employer agrees to comply with Title VII of the Civil Rights Act of 1964 and section 274B of the INA as applicable by not discriminating unlawfully against any individual in hiring, firing, employment eligibility verification, or recruitment or referral practices because of his or her national origin or citizenship status, or by committing discriminatory documentary practices. The Employer understands that such illegal practices can include selective verification or use of E-Verify except as provided in part D below, or discharging or refusing to hire employees because they appear or sound "foreign" or have received tentative nonconfirmations. The Employer further understands that any violation of the immigration-related unfair employment practices provisions in section 274B of the INA could subject the Employer to civil penalties, back pay awards, and other sanctions, and violations of Title VII could subject the Employer to back pay awards, compensatory and punitive damages. Violations of either section 274B of the INA or Title VII may also lead to the termination of its participation in E-Verify. If the Employer has any questions relating to the anti-discrimination provision, it should contact OSC at 1-800-255-8155 or 1-800-237-2515 (TDD).

13. The Employer agrees that it will use the information it receives from E-Verify (through its E-Verify Employer Agent) only to confirm the employment eligibility of employees as authorized by this MOU. The Employer agrees that it will safeguard this information, and means of access to it (such as PINS and passwords), to ensure that it is not used for any other purpose and as necessary to protect its confidentiality, including ensuring that it is not disseminated to any person other than employees of the Employer who are authorized to perform the Employer's responsibilities under this MOU, except for such dissemination as may be authorized in advance by SSA or DHS for legitimate purposes.

14. The Employer agrees to notify DHS immediately in the event of a breach of personal information. Breaches are defined as loss of control or unauthorized access to E-Verify personal data. All suspected or confirmed breaches should be reported by calling 1-888-464-4218 or via email a E-Verify@uscis.dhs.gov. Please use "Privacy Incident – Password" in the subject line of your email when sending a breach report to E-Verify.

15. The Employer acknowledges that the information it receives through the E-Verify Employer Agent from SSA is governed by the Privacy Act (5 U.S.C. § 552a(i)(1) and (3)) and the Social Security Act (42 U.S.C. 1306(a)). Any person who obtains this information under false pretenses or uses it for any purpose other than as provided for in this MOU may be subject to criminal penalties.

16. The Employer agrees to cooperate with DHS and SSA in their compliance monitoring and evaluation of E-Verify (whether directly or through their E-Verify Employer Agent), which includes permitting DHS, SSA, their contractors and other agents, upon reasonable notice, to review Forms I-9 and other employment records and to interview it and its employees regarding the Employer's use of E-Verify, and to respond in a prompt and accurate manner to DHS requests for information relating to their participation in E-Verify.

17. The Employer shall not make any false or unauthorized claims or references about its participation in E-Verify on its website, in advertising materials, or other media. The Employer shall not describe its services as federally-approved, federally-certified, or federally-recognized, or use language with a similar intent on its website or other materials provided to the public. Entering into this MOU does not mean that E-Verify endorses or authorizes your E-Verify services and any claim to that effect is false.

18. The Employer shall not state in its website or other public documents that any language used therein has been provided or approved by DHS, USCIS or the Verification Division, without first obtaining the prior written consent of DHS.

19. The Employer agrees that E-Verify trademarks and logos may be used only under license by DHS/USCIS (see M-795 (Web)) and, other than pursuant to the specific terms of such license, may not be used in any manner that might imply that the Employer's services, products, websites, or publications are sponsored by, endorsed by, licensed by, or affiliated with DHS, USCIS, or E-Verify.

20. The Employer understands that if it uses E-Verify procedures for any purpose other than as authorized by this MOU, the Employer may be subject to appropriate legal action and termination of its participation in E-Verify according to this MOU.

21. The Employer agrees that it will notify its E-Verify Employer Agent immediately if it is awarded a federal contract with the FAR clause. Your E-Verify Employer Agent needs this information so that it can update your company's E-Verify profile within 30 days of the contract award date.

B. RESPONSIBILITIES OF E-VERIFY EMPLOYER AGENT

1. The E-Verify Employer Agent agrees to provide to the SSA and DHS the names, titles, addresses, and telephone numbers of the E-Verify Employer Agent representatives who will be accessing information under E-Verify and shall update them as needed to keep them current.

2. The E-Verify Employer Agent agrees to become familiar with and comply with the E-Verify User Manual and provide a copy of the most current version of the E-Verify User Manual to the Employer so that the Employer can become familiar with and comply with E-Verify policy and procedures. The E-Verify Employer Agent agrees to obtain a revised E-Verify User Manual as it becomes available and to provide a copy of the revised version to the Employer no later than 30 days after the manual becomes available.

3. The E-Verify Employer Agent agrees that any person accessing E-Verify on its behalf is trained on the most recent E-Verify policy and procedures.

4. The E-Verify Employer Agent agrees that any E-Verify Employer Agent Representative who will perform employment verification cases will complete the E-Verify Tutorial before that individual initiates any cases.

   a. The E-Verify Employer Agent agrees that all E-Verify Employer Agent representatives will take the refresher tutorials initiated by the E-Verify program as a condition of continued use of E-Verify, including any tutorials for Federal contractors, if any of the Employers represented by the E-Verify Employer Agent is a Federal contractor.

   b. Failure to complete a refresher tutorial will prevent the E-Verify Employer Agent and Employer from continued use of E-Verify.

5. The E-Verify Employer Agent agrees to grant E-Verify access only to current employees who need E-Verify access. The E-Verify Employer Agent must promptly terminate an employee's E-Verify access if the employee is separated from the company or no longer needs access to E-Verify.

6. The E-Verify Employer Agent agrees to obtain the necessary equipment to use E- Verify as required by the E-Verify rules and regulations as modified from time to time.

7. The E-Verify Employer Agent agrees to, consistent with applicable laws, regulations, and policies, commit sufficient personnel and resources to meet the requirements of this MOU.

8. The E-Verify Employer Agent agrees to provide its clients with training on E-Verify processes, policies, and procedures. The E-Verify Employer Agent also agrees to provide its clients with ongoing E-Verify training as needed. E-Verify is not responsible for providing training to clients of E-Verify Employer Agents.

9. The E-Verify Employer Agent agrees to provide the Employer with the notices described in Article II.B.1 below.

10. The E-Verify Employer Agent agrees to create E-Verify cases for the Employer it represents in accordance with the E-Verify Manual, the E-Verify Web-Based Tutorial and all other published E-Verify rules and procedures. The E-Verify Employer Agent will create E-Verify cases using information provided by the Employer and will immediately communicate the response back to the Employer. If E-Verify is temporarily unavailable, the three-day time period will be extended until it is again operational in order to accommodate the E-Verify Employer Agent's attempting, in good faith, to make inquiries on behalf of the Employer during the period of unavailability

11. When the E-Verify Employer Agent receives notice from a client company that it has received a contract with the FAR clause, then the E-Verify Employer Agent must update the company's E-Verify profile within 30 days of the contract award date.

12. If data is transmitted between the E-Verify Employer Agent and its client, then the E-Verify Employer Agent agrees to protect personally identifiable information during transmission to and from the E-Verify Employer Agent.

13. The E-Verify Employer Agent agrees to notify DHS immediately in the event of a breach of personal information. Breaches are defined as loss of control or unauthorized access to E-Verify personal data. All suspected or confirmed breaches should be reported by calling 1-888-464-4218 or via email at E-Verify@uscis.dhs.gov. Please use "Privacy Incident – Password" in the subject line of your email when sending a breach report to E-Verify.

14. The E-Verify Employer Agent agrees to fully cooperate with DHS and SSA in their compliance monitoring and evaluation of E-Verify, including permitting DHS, SSA, their contractors and other agents, upon reasonable notice, to review Forms I-9, employment records, and all records pertaining to the E-Verify Employer Agent's use of E-Verify, and to interview it and its employees regarding the use of E-Verify, and to respond in a timely and accurate manner to DHS requests for information relating to their participation in E-Verify.

15. The E-Verify Employer Agent shall not make any false or unauthorized claims or references about its participation in E-Verify on its website, in advertising materials, or other media. The E-Verify Employer Agent shall not describe its services as federally-approved, federally-certified, or federally-recognized, or use language with a similar intent on its website or other materials provided to the public. Entering into this MOU does not mean that E-Verify endorses or authorizes your E-Verify Employer Agent services and any claim to that effect is false.

16. The E-Verify Employer Agent shall not state in its website or other public documents that any language used therein has been provided or approved by DHS, USCIS or the Verification Division, without first obtaining the prior written consent of DHS.

17. The E-Verify Employer Agent agrees that E-Verify trademarks and logos may be used only under license by DHS/USCIS (see M-795 (Web)) and, other than pursuant to the specific terms of such license, may not be used in any manner that might imply that the E-Verify Employer Agent's services, products, websites, or publications are sponsored by, endorsed by, licensed by, or affiliated with DHS, USCIS, or E-Verify.

18. The E-Verify Employer Agent understands that if it uses E-Verify procedures for any purpose other than as authorized by this MOU, the E-Verify Employer Agent may be subject to appropriate legal action and termination of its participation in E-Verify according to this MOU.

C. RESPONSIBILITIES OF FEDERAL CONTRACTORS

The E-Verify Employer Agent shall ensure that the E-Verify Employer Agent and the Employers represented by the E-Verify Employer Agent carry out the following responsibilities if the Employer is a Federal contractor or becomes a federal contractor. The E-Verify Employer Agent should instruct the client to keep the E-Verify Employer Agent informed about any changes or updates related to federal contracts. It is the E-Verify Employer Agent's responsibility to ensure that its clients are in compliance with all E-Verify policies and procedures.

1. If the Employer is a Federal contractor with the FAR E-Verify clause subject to the employment verification terms in Subpart 22.18 of the FAR, it will become familiar with and comply with the most current version of the E-Verify User Manual for Federal Contractors as well as the E-Verify Supplemental Guide for Federal Contractors.

2. In addition to the responsibilities of every employer outlined in this MOU, the Employer understands that if it is a Federal contractor subject to the employment verification terms in Subpart 22.18 of the FAR it must verify the employment eligibility of any "employee assigned to the contract" (as defined in FAR 22.1801). Once an employee has been verified through E-Verify by the Employer, the Employer may not reverify the employee through E-Verify.

   a. An Employer that is not enrolled in E-Verify as a Federal contractor at the time of a contract award must enroll as a Federal contractor in the E-Verify program within 30 calendar days of contract award and, within 90 days of enrollment, begin to verify employment eligibility of new hires using E-Verify. The Employer must verify those employees who are working in the United States, whether or not they are assigned to the contract. Once the Employer begins verifying new hires, such verification of new hires must be initiated within three business days after the hire date. Once enrolled in E-Verify as a Federal contractor, the Employer must begin verification of employees assigned to the contract within 90 calendar days after the date of enrollment or within 30 days of an employee's assignment to the contract, whichever date is later.

b. Employers enrolled in E-Verify as a Federal contractor for 90 days or more at the time of a contract award must use E-Verify to begin verification of employment eligibility for new hires of the Employer who are working in the United States, whether or not assigned to the contract, within three business days after the date of hire. If the Employer is enrolled in E-Verify as a Federal contractor for 90 calendar days or less at the time of contract award, the Employer must, within 90 days of enrollment, begin to use E-Verify to initiate verification of new hires of the contractor who are working in the United States, whether or not assigned to the contract. Such verification of new hires must be initiated within three business days after the date of hire. An Employer enrolled as a Federal contractor in E-Verify must begin verification of each employee assigned to the contract within 90 calendar days after date of contract award or within 30 days after assignment to the contract, whichever is later.

c. Federal contractors that are institutions of higher education (as defined at 20 U.S.C. 1001(a)), state or local governments, governments of Federally recognized Indian tribes, or sureties performing under a takeover agreement entered into with a Federal agency under a performance bond may choose to only verify new and existing employees assigned to the Federal contract. Such Federal contractors may, however, elect to verify all new hires, and/or all existing employees hired after November 6, 1986. Employers in this category must begin verification of employees assigned to the contract within 90 calendar days after the date of enrollment or within 30 days of an employee's assignment to the contract, whichever date is later.

d. Upon enrollment, Employers who are Federal contractors may elect to verify employment eligibility of all existing employees working in the United States who were hired after November 6, 1986, instead of verifying only those employees assigned to a covered Federal contract. After enrollment, Employers must elect to verify existing staff following DHS procedures and begin E-Verify verification of all existing employees within 180 days after the election.

e. The Employer may use a previously completed Form I-9 as the basis for creating an E-Verify case for an employee assigned to a contract as long as:

i. That Form I-9 is complete (including the SSN) and complies with Article II.A.6,

ii. The employee's work authorization has not expired, and

iii. The Employer has reviewed the information reflected in the Form I-9 either in person or in communications with the employee to ensure that the employee's Section 1, Form I-9 attestation has not changed (including, but not limited to, a lawful permanent resident alien having become a naturalized U.S. citizen).

f. The Employer shall complete a new Form I-9 consistent with Article II.A.6 or update the previous Form I-9 to provide the necessary information if:

i. The Employer cannot determine that Form I-9 complies with Article II.A.6,

ii. The employee's basis for work authorization as attested in Section 1 has expired or changed, or

iii. The Form I-9 contains no SSN or is otherwise incomplete.

Note: If Section 1 of Form I-9 is otherwise valid and up-to-date and the form otherwise complies with Article II.C.5, but reflects documentation (such as a U.S. passport or Form I-551) that expired after completing Form I-9, the Employer shall not require the production of additional documentation, or use the photo screening tool described in Article II.A.5, subject to any additional or superseding instructions that may be provided on this subject in the E-Verify User Manual.

g. The Employer agrees not to require a second verification using E-Verify of any assigned employee who has previously been verified as a newly hired employee under this MOU or to authorize verification of any existing employee by any Employer that is not a Federal contractor based on this Article.

3. The Employer understands that if it is a Federal contractor, its compliance with this MOU is a performance requirement under the terms of the Federal contract or subcontract, and the Employer consents to the release of information relating to compliance with its verification responsibilities under this MOU to contracting officers or other officials authorized to review the Employer's compliance with Federal contracting requirements.

D. RESPONSIBILITIES OF SSA

1. SSA agrees to allow DHS to compare data provided by the Employer (through the E-Verify Employer Agent) against SSA's database. SSA sends DHS confirmation that the data sent either matches or does not match the information in SSA's database.

2. SSA agrees to safeguard the information the Employer provides (through the E-Verify Employer Agent) through E-Verify procedures. SSA also agrees to limit access to such information, as is appropriate by law, to individuals responsible for the verification of Social Security numbers or responsible for evaluation of E-Verify or such other persons or entities who may be authorized by SSA as governed by the Privacy Act (5 U.S.C. § 552a), the Social Security Act (42 U.S.C. 1306(a)), and SSA regulations (20 CFR Part 401).

3. SSA agrees to provide case results from its database within three Federal Government work days of the initial inquiry. E-Verify provides the information to the E-Verify Employer Agent.

4. SSA agrees to update SSA records as necessary if the employee who contests the SSA tentative nonconfirmation visits an SSA field office and provides the required evidence. If the employee visits an SSA field office within the eight Federal Government work days from the date of referral to SSA, SSA agrees to update SSA records, if appropriate, within the eight-day period unless SSA determines that more than eight days may be necessary. In such cases, SSA will provide additional instructions to the employee. If the employee does not visit SSA in the time allowed, E-Verify may provide a final nonconfirmation to the E-Verify Employer Agent.

Note: If an Employer experiences technical problems, or has a policy question, the employer should contact E-Verify at 1-888-464-4218.

E. RESPONSIBILITIES OF DHS

1. DHS agrees to provide the Employer with selected data from DHS databases to enable the Employer (through the E-Verify Employer Agent) to conduct, to the extent authorized by this MOU:

   a. Automated verification checks on alien employees by electronic means, and

   b. Photo verification checks (when available) on employees.

2. DHS agrees to assist the E-Verify Employer Agent with operational problems associated with its participation in E-Verify. DHS agrees to provide the E-Verify Employer Agent names, titles, addresses, and telephone numbers of DHS representatives to be contacted during the E-Verify process.

3. DHS agrees to provide to the E-Verify Employer Agent with access to E-Verify training materials as well as an E-Verify User Manual that contain instructions on E-Verify policies, procedures, and requirements for both SSA and DHS, including restrictions on the use of E-Verify.

4. DHS agrees to train E-Verify Employer Agents on all important changes made to E-Verify through the use of mandatory refresher tutorials and updates to the E-Verify User Manual. Even without changes to E-Verify, DHS reserves the right to require E-Verify Employer Agents to take mandatory refresher tutorials.

5. DHS agrees to provide to the Employer (through the E-Verify Employer Agent) a notice, which indicates the Employer's participation in E-Verify. DHS also agrees to provide to the Employer anti-discrimination notices issued by the Office of Special Counsel for Immigration-Related Unfair Employment Practices (OSC), Civil Rights Division, U.S. Department of Justice.

6. DHS agrees to issue each of the E-Verify Employer Agent's E-Verify users a unique user identification number and password that permits them to log in to E-Verify.

7. HS agrees to safeguard the information the Employer provides (through the E-Verify Employer Agent), and to limit access to such information to individuals responsible for the verification process, for evaluation of E-Verify, or to such other persons or entities as may be authorized by applicable law. Information will be used only to verify the accuracy of Social Security numbers and employment eligibility, to enforce the INA and Federal criminal laws, and to administer Federal contracting requirements.

8. DHS agrees to provide a means of automated verification that provides (in conjunction with SSA verification procedures) confirmation or tentative nonconfirmation of employees' employment eligibility within three Federal Government work days of the initial inquiry.

9. DHS agrees to provide a means of secondary verification (including updating DHS records) for employees who contest DHS tentative nonconfirmations and photo mismatch tentative nonconfirmations. This provides final confirmation or nonconfirmation of the employees' employment eligibility within 10 Federal Government work days of the date of referral to DHS, unless DHS determines that more than 10 days may be necessary. In such cases, DHS will provide additional verification instructions.

ARTICLE III
REFERRAL OF INDIVIDUALS TO SSA AND DHS

A. REFERRAL TO SSA

1. If the Employer receives a tentative nonconfirmation issued by SSA, the Employer must print the notice as directed by E-Verify. The Employer must promptly notify employees in private of the finding and provide them with the notice and letter containing information specific to the employee's E-Verify case. The Employer also agrees to provide both the English and the translated notice and letter for employees with limited English proficiency to employees. The Employer agrees to provide written referral instructions to employees and instruct affected employees to bring the English copy of the letter to the SSA. The Employer must allow employees to contest the finding, and not take adverse action against employees if they choose to contest the finding, while their case is still pending.

2. The Employer agrees to obtain the employee's response about whether he or she will contest the tentative nonconfirmation as soon as possible after the Employer receives the tentative nonconfirmation. Only the employee may determine whether he or she will contest the tentative nonconfirmation.

3. After a tentative nonconfirmation, the Employer will refer employees to SSA field offices only as directed by E-Verify. The Employer must record the case verification number, review the employee information submitted to E-Verify to identify any errors, and find out whether the employee contests the tentative nonconfirmation. The Employer will transmit the Social Security number, or any other corrected employee information that SSA requests, to SSA for verification again if this review indicates a need to do so.

4. The Employer will instruct the employee to visit an SSA office within eight Federal Government work days. SSA will electronically transmit the result of the referral to the Employer within 10 Federal Government work days of the referral unless it determines that more than 10 days is necessary.

5. While waiting for case results, the Employer agrees to check the E-Verify system regularly for case updates.

6. The Employer agrees not to ask the employee to obtain a printout from the Social Security Administration number database (the Numident) or other written verification of the SSN from the SSA.

B. REFERRAL TO DHS

1. If the Employer receives a tentative nonconfirmation issued by DHS, the Employer must promptly notify employees in private of the finding and provide them with the notice and letter containing information specific to the employee's E-Verify case. The Employer also agrees to provide both the English and the translated notice and letter for employees with limited English proficiency to employees. The Employer must allow employees to contest the finding, and not take adverse action against employees if they choose to contest the finding, while their case is still pending.

2. The Employer agrees to obtain the employee's response about whether he or she will contest the tentative nonconfirmation as soon as possible after the Employer receives the tentative nonconfirmation. Only the employee may determine whether he or she will contest the tentative nonconfirmation.

3. The Employer agrees to refer individuals to DHS only when the employee chooses to contest a tentative nonconfirmation.

4. If the employee contests a tentative nonconfirmation issued by DHS, the Employer will instruct the employee to contact DHS through its toll-free hotline (as found on the referral letter) within eight Federal Government work days.

5. If the Employer finds a photo mismatch, the Employer must provide the photo mismatch tentative nonconfirmation notice and follow the instructions outlined in paragraph 1 of this section for tentative nonconfirmations, generally.

6. The Employer agrees that if an employee contests a tentative nonconfirmation based upon a photo mismatch, the Employer will send a copy of the employee's Form I-551, Form I-766, U.S. Passport, or passport card to DHS for review by:

   a. Scanning and uploading the document, or

   b. Sending a photocopy of the document by express mail (furnished and paid for by the employer).

7. The Employer understands that if it cannot determine whether there is a photo match/mismatch, the Employer must forward the employee's documentation to DHS as described in the preceding paragraph. The Employer agrees to resolve the case as specified by the DHS representative who will determine the photo match or mismatch.

8. DHS will electronically transmit the result of the referral to the Employer within 10 Federal Government work days of the referral unless it determines that more than 10 days is necessary.

9. While waiting for case results, the Employer agrees to check the E-Verify system regularly for case updates.

ARTICLE IV
SERVICE PROVISIONS

A. NO SERVICE FEES

1. SSA and DHS will not charge the Employer for verification services performed under this MOU. The Employer is responsible for providing equipment needed to make inquiries. To access E-Verify, an Employer will need a personal computer with Internet access.

ARTICLE V
MODIFICATION AND TERMINATION

A. MODIFICATION

1. This MOU is effective upon the signature of all parties and shall continue in effect for as long as the SSA and DHS operates the E-Verify program unless modified in writing by the mutual consent of all parties.

2. Any and all E-Verify system enhancements by DHS or SSA, including but not limited to E-Verify checking against additional data sources and instituting new verification policies or procedures, will be covered under this MOU and will not cause the need for a supplemental MOU that outlines these changes.

B. TERMINATION

1. The Employer may terminate this MOU and its participation in E-Verify at any time upon 30 days prior written notice to the other parties. In addition, any Employer represented by the E-Verify Employer Agent may voluntarily terminate this MOU upon giving DHS 30 days' written notice.

2. Notwithstanding Article V, part A of this MOU, DHS may terminate this MOU, and thereby the Employer's participation in E-Verify, with or without notice at any time if deemed necessary because of the requirements of law or policy, or upon a determination by SSA or DHS that there has been a breach of system integrity or security by the Employer, or a failure on the part of the Employer to comply with established E-Verify procedures and/or legal requirements. The Employer understands that if it is a Federal contractor, termination of this MOU by any party for any reason may negatively affect the performance of its contractual responsibilities. Similarly, the Employer understands that if it is in a state where E-Verify is mandatory, termination of this by any party MOU may negatively affect the Employer's business.

3. An Employer that is a Federal contractor may terminate this MOU when the Federal contract that requires its participation in E-Verify is terminated or completed. In such cases, the Federal contractor must provide written notice to DHS. If an Employer that is a Federal contractor fails to provide such notice, then that Employer will remain an E-Verify participant, will remain bound by the terms of this MOU that apply to non-Federal contractor participants, and will be required to use the E-Verify procedures to verify the employment eligibility of all newly hired employees.

4. The Employer agrees that E-Verify is not liable for any losses, financial or otherwise, if the Employer is terminated from E-Verify.

5. Upon termination of the relationship between an Employer and their E-Verify Employer Agent, E-Verify cannot provide the Employer with its records. The Employer agrees to seek its records from the E-Verify Employer Agent.

ARTICLE VI
PARTIES

A. Some or all SSA and DHS responsibilities under this MOU may be performed by contractor(s), and SSA and DHS may adjust verification responsibilities between each other as necessary. By separate agreement with DHS, SSA has agreed to perform its responsibilities as described in this MOU.

B. Nothing in this MOU is intended, or should be construed, to create any right or benefit, substantive or procedural, enforceable at law by any third party against the United States, its agencies, officers, or employees, or against the Employer, its agents, officers, or employees.

C. The Employer may not assign, directly or indirectly, whether by operation of law, change of control or merger, all or any part of its rights or obligations under this MOU without the prior written consent of

DHS, which consent shall not be unreasonably withheld or delayed. Any attempt to sublicense, assign, or transfer any of the rights, duties, or obligations herein is void.

D. Each party shall be solely responsible for defending any claim or action against it arising out of or related to E-Verify or this MOU, whether civil or criminal, and for any liability wherefrom, including (but not limited to) any dispute between the Employer and any other person or entity regarding the applicability of Section 403(d) of IIRIRA to any action taken or allegedly taken by the Employer.

E. The Employer understands that its participation in E-Verify is not confidential information and may be disclosed as authorized or required by law and DHS or SSA policy, including but not limited to, Congressional oversight, E-Verify publicity and media inquiries, determinations of compliance with Federal contractual requirements, and responses to inquiries under the Freedom of Information Act (FOIA).

F. The individuals whose signatures appear below represent that they are authorized to enter into this MOU on behalf of the Employer, the E-Verify Employer Agent, and DHS respectively. The Employer understands that any inaccurate statement, representation, data or other information provided to DHS may subject the Employer, its subcontractors, its employees, or its representatives to: (1) prosecution for false statements pursuant to 18 U.S.C. 1001 and/or; (2) immediate termination of its MOU and/or; (3) possible debarment or suspension.

G. The foregoing constitutes the full agreement on this subject between DHS, the Employer, and the E-Verify Employer Agent. PL Russell, LLC (Employer) hereby designates and appoints Employee Liability Management, Inc. (E- Verify Employer Agent), including its officers and employees, as the E-Verify Employer Agent for the purpose of carrying out (Employer) responsibilities under the MOU between the Employer, the E-Verify Employer Agent, and DHS. If you have any questions, contact E-Verify at 1-888-464-4218.

E-VERIFY IS A SERVICE OF DHS AND SSA

Company ID Number: 381201

Client Company ID Number: 2306613

Approved by:

Employer PL Russell, LLC	
Name (Please Type or Print) Benjamin Russell	**Title**
Signature Electronically Signed	**Date** 10/25/2023
E-Verify Employer Agent Employee Liability Management, Inc.	
Name (Please Type or Print) Haley Quinn	**Title**
Signature Electronically Signed	**Date** 10/25/2023
Department of Homeland Security – Verification Division	
Name (Please Type or Print) USCIS Verification Division	**Title**
Signature Electronically Signed	**Date** 10/25/2023

E-Verify

E-VERIFY IS A SERVICE OF DHS AND SSA

Company ID Number: 381201 Client Company ID Number: 2306613

Information Required for the E-Verify Program Information relating to your Company:	
Company Name	PL Russell, LLC
Company Facility Address	251 Saint Anthony St Mobile, AL 36603
Company Alternate Address	
County or Parish	MOBILE
Employer Identification Number	882868528
North American Industry Classification Systems Code	238
Parent Company	
Number of Employees	10 to 19
Number of Sites Verified for	1 site(s)

Company ID Number: 381201 **Client Company ID Number:** 2306613

Are you verifying for more than 1 site? If yes, please provide the number of sites verified for in each State:

AL 1

Company ID Number: 381201 **Client Company ID Number:** 2306613

Information relating to the Program Administrator(s) for your Company on policy questions or operational problems:

Name	Beniamin Russell
Phone Number	2514700700
Fax	
Email	hquinn@elminfo.com

This list represents the first 20 Program Administrators listed for this company.

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. PR-029-22
CITY PROJECT NAME: Mobile Riverfront Redevelopment, Cooper Riverside Park, Great Lawn Upgrades

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. PR-029-22
CITY PROJECT NAME: Mobile Riverfront Redevelopment, Cooper Riverside Park, Great Lawn Upgrades

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.

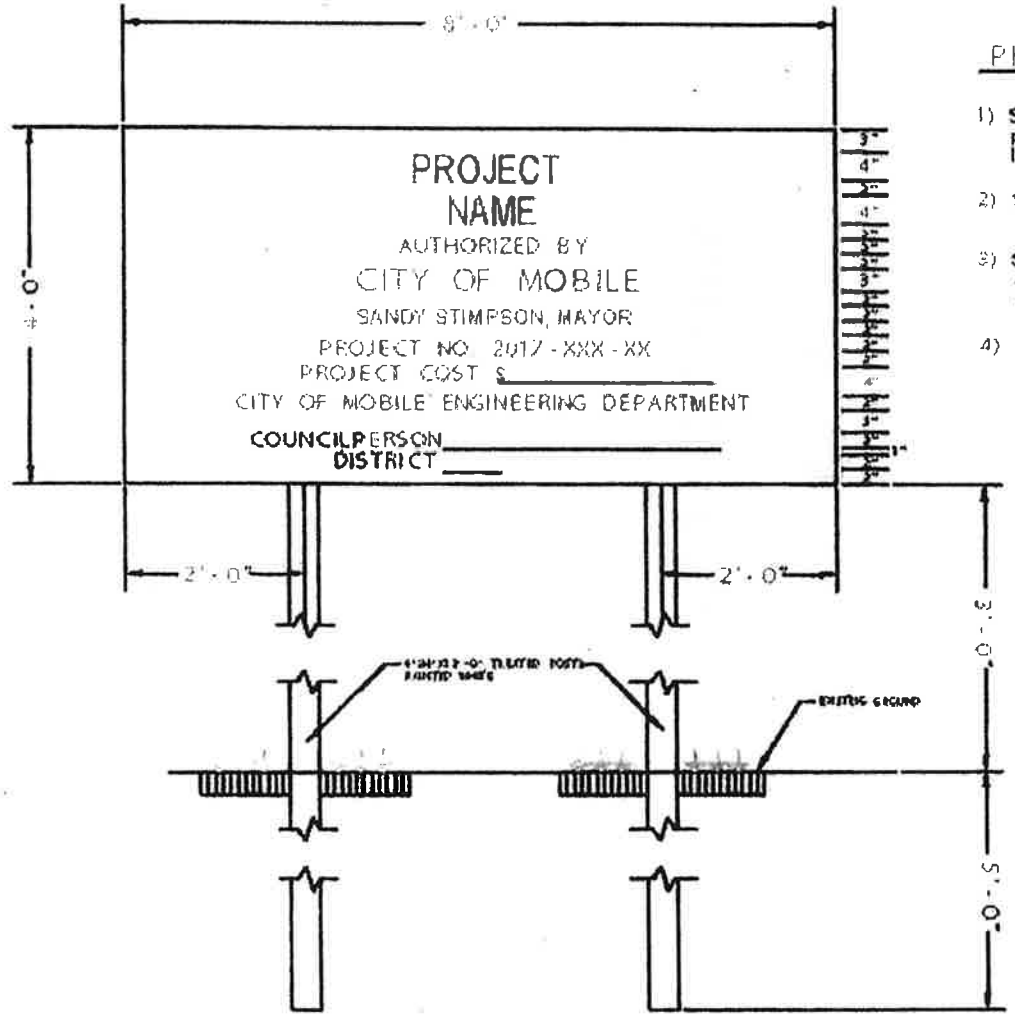
6. Contractor must provide a Maintenance Agreement for the grassing for a period of one (1) year commencing on the date that final payment is received.

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 "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:** 8/27/25

Name of Project: Mobile Riverfront Redevelopment, Cooper Riverside Park, Great Lawn Upgrades

Project Number: PR-029-22

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:	$ 44,500.00
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 PL Russell LLC

Mailing Address 251 Saint Anthony St Mobile, AL 36603

***By (Legal Signature)** [signature]

*Name (type or print) Ben Russell (Seal)

*Title President

Telephone Number 251-385-6091

PL Russell LLC Corporate Seal 2022

ATTACHMENT "H"

GOMESA COMPONENTS, AWARD TASKS, TERMS AND CONDITIONS

The following list is not all inclusive of all the tasks, terms and conditions required. Please see the GRANT AGREEMENTS in Exhibits I and J for tasks, terms and conditions.

1. PROJECT PERFORMANCE PERIOD: The Project Performance Period for the GRANT AGREEMENTS began on May 4, 2022, and will end November 15, 2026.

2. REPORTS: The Recipient agrees to submit semi-annual financial and performance reports no later than April 30 and October 30 of each year following the execution of the GRANT AGREEMENTS. The semi-annual reports shall provide supporting documentation detailing Allowable Cost expenditures and Project activities during the reporting period. The Recipient further agrees to submit a Completion Report no later than ninety (90) days after the end of the Project Performance Period. The Completion Report must include a summary financial report detailing Project Services and that all expenditures by Recipient of funds received pursuant to the GRANT AGREEMENTS constituted Allowable Costs. The Completion Report shall include supporting documentation establishing the Allowable Costs as to all expenditures, documents necessary to evidence successful Project completion, and any other documents to be maintained by ADCNR for purposes of recordkeeping and audit compliance. Additionally, if requested by ADCNR, data and reports generated or compiled within the scope of the GRANT AGREEMENTS shall be provided in digital format as may be specified by ADCNR. The recipient agrees that failure to submit such reports in a timely manner may result in the termination of the GRANT AGREEMENTS. All reports and correspondence submitted to ADCNR in connection with the Agreement shall be identified by the Grant Number identified above and shall be sent to the following:

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

3. PRE-CONSTRUCTION REQUIREMENTS:

   Federal funds for construction costs shall not be released by the Council until the following information and documentation is received and accepted in writing by the Grants Office:

   a. Engineering and design plans. The Recipient must provide the Council Grants Office with all design and engineering plans and specifications for all construction activities funded under this award. All design and engineering plans and specifications must be stamped/signed by a professional engineer currently licensed in accordance with State requirements.

      The Council's review is to ensure compliance with the terms and conditions of the award and does not attest to the accuracy or completeness of design, dimensions, details, proper selection of materials, or compliance with required code(s) or ordinances. As for, and between, the Council and the Recipient, these responsibilities rest solely with the Recipient. For clarity, nothing in the foregoing is intended to limit or otherwise affect any of the Recipient's rights or remedies in connection with any third party, including any of the Recipient's subrecipients or contractors.

   b. Permitting requirements. The Recipient must furnish evidence, satisfactory to the

Council, that the Recipient or Subrecipient has received all Federal, state, and local permits necessary for construction, completion and operation of the Project.

c. Updated construction schedules and cost estimates. The Recipient must furnish updated construction schedules and cost estimates based upon the completed engineering and design plans and/or other information that has become available since the last update.

d. Written approval to commence construction. The Recipient must make a written request to the Council Grants Office and receive written approval from the Grants Office before authorizing the commencement of construction. If construction commences prior to the Council Grants Office approval, the Recipient and/or Subrecipient proceeds at their own risk.

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

5. CLOSEOUT PROCESS: The closeout process is the final reconciliation and reporting of program expenses and activities. This involves reviewing program expenditures and completion of deliverables, resolving any open commitments, collecting subrecipient documents, and submitting the required final reports, adhering to the schedule developed by ADCNR. The Recipient shall promptly finalize the closeout process upon the conclusion of the Project Performance Period. Any remaining payments or amounts otherwise due to the Recipient may be withheld until all closeout documents and deliverables have been received by ADCNR.

ATTACHMENT "I"

ADCNR SUB-WARD GOMESA GRANT AGREEMENT #G-CMRPE/21/CM

STATE OF ALABAMA)

MOBILE COUNTY)

Grant: G-CMRPE/21/CM
Amendment No. 1

GOMESA GRANT AGREEMENT
AMENDMENT No. 1

This GOMESA Grant Agreement Amendment No. 1 (hereinafter "Amendment") is made by and entered into between the State of Alabama Department of Conservation and Natural Resources (hereinafter "ADCNR") and the City of Mobile (hereinafter "Grantee") (ADCNR and Grantee collectively hereafter as "Parties").

WHEREAS, ADCNR and Grantee entered into an Agreement effective May 4, 2022, the "Original Agreement" (attached hereto as "Exhibit No. 1"); and

WHEREAS, by this Amendment No. 1, ADCNR and Grantee now desire to extend the project period and amend certain terms and conditions of the Original Agreement;

Pursuant to this Amendment, ADCNR and Grantee agree as follows:

1. Paragraph 3 of the Original Agreement shall be deleted and replaced with the following:

   PROJECT PERFORMANCE PERIOD: The Project Performance Period shall begin as of May 4, 2022 ("Project Commencement Date"), and end May 4, 2026.

2. Paragraph 29 of the Original Agreement shall be deleted and replaced with the following:

   BOYCOTT: In compliance with Act 2016-312, Coalition hereby certifies that it is not currently engaged in, and will not engage in, the boycott of a person or an entity based in or doing business with a jurisdiction with which the State can enjoy open trade.

   In compliance with Ala. Act No. 2023-409, by signing this Agreement, Coalition provides written verification that Coalition, without violating controlling law or regulation, does not and will not, during the term of the Agreement engage in economic boycotts as the term "economic boycott" is defined in Section 1 of the Act.

3. Exhibit A shall be deleted and replaced with the Amended and Restated Exhibit A, attached hereto as Exhibit No. 2.

4. All other terms and conditions of the Original Agreement remain in full force and effect.

[Signatures on the next page]

1

IN WITNESS WHEREOF, ADCNR and the Grantee have executed this Amendment No. 1 as of the date of the ADCNR Commissioner's signature below:

RECOMMENDED:

Patricia Powell McCurdy
Director
State Lands Division

STATE OF ALABAMA
Department of Conservation
and Natural Resources

Christopher M. Blankenship
Commissioner

Date: 11-6-24

City of Mobile

William S. Stimpson
2024.10.28 14:15:50
-05'00'

William S. "Sandy" Stimpson, Mayor
City of Mobile

Exhibit No. 1

STATE OF ALABAMA)

MOBILE COUNTY)

ADCNR GRANT#: G-CMRPE/21/CM

GOMESA GRANT AGREEMENT

THIS GOMESA GRANT AGREEMENT, ("Agreement") is made and entered by and between the State of Alabama Department of Conservation and Natural Resources hereinafter, referred to as "ADCNR", and the City of Mobile, hereinafter referred to as "Grantee" (ADCNR and Grantee collectively hereinafter "Parties").

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

1. **PROJECT PURPOSE AND IDENTITY:** The purpose of the Agreement is to provide funding under the Gulf of Mexico Energy Security Act of 2006 (GOMESA) to Grantee in accordance with the authorized uses and purposes set forth in GOMESA to provide the planning, engineering, design administration, and construction improvements at Riverfront Park in Mobile, AL as described in the Disbursement Justification attached as Exhibit A ("Project").

2. **PROJECT SERVICES:** Grantee warrants and represents that it will use the GOMESA funds provided under this Agreement in accordance with approved GOMESA and consistent with all applicable state and federal laws. Furthermore, Grantee shall provide, in accordance with all applicable laws, executive orders, codes, regulations, etc., all the necessary labor, materials, services, and facilities to successfully complete the Project and fulfill all requirements of this Agreement including, but not limited to, requirements as set forth in Paragraphs 9 and 18.

3. **PROJECT PERFORMANCE PERIOD:** The Project Performance Period shall begin as of March 15, 2022, or the date of the Commissioner's signature, whichever occurs later ("Project Commencement Date"), and end March 14, 2025.

4. **AGREEMENT TERM:** The Agreement Term for the fulfillment of all Project Services shall begin on the Project Commencement Date and end ninety (90) days after the end of the Project Performance Period, unless extended in writing by ADCNR by amendment as provided herein.

5. **NOTICE TO PROCEED:** Grantee shall proceed with performing Project Services upon receipt of a fully executed Agreement which has been approved by the appropriate State of Alabama officials.

6. **FUNDING AMOUNT/PAYMENT:** ADCNR agrees to provide advance disbursement of GOMESA funds to Grantee for payment of Allowable Costs pursuant to two (2) payments in an amount not to exceed EIGHT MILLION AND 00/100 ($8,000,000.00) to allow satisfactory completion of all Project Services following full execution of this Agreement and submission by Grantee of an invoice for payment which shall include a reference to the Grant Number identified above. In the event these funds are not fully expended before the end of the Project Performance Period, the Grantee shall return the remaining funds to the ADCNR prior to the end of the Agreement Term in such manner as specified by ADCNR.

7. **CONTINGENCY/ FUNDING AVAILABILITY:** Grantee acknowledges and agrees that the commencement and continuation of funding pursuant to this Agreement shall be specifically contingent upon the receipt and availability of GOMESA funding for this Project.

8. **ALLOWABLE COSTS:** Allowable Costs allowed under this Agreement shall be determined in accordance with Exhibit A, subject to all requirements of GOMESA; local, state, and federal laws; and other applicable requirements including the following:

    a. Grantee agrees that any expenditure related to any type of lower tier contract or subaward support prior to execution of a written agreement for such purpose shall not qualify as an Allowable Cost.

    b. Grantee shall immediately notify ADCNR in writing in the event, subsequent to execution of this Agreement, it receives other financial assistance to support or fund any activity related to Project Services. Grantee further agrees that no costs funded by such other sources constitute Allowable Costs.

    c. Grantee acknowledges that no pre-award costs or other costs incurred prior to the Effective Date of this Agreement shall constitute Allowable Costs.

    d. Grantee agrees that all disbursed funds shall be expended solely for Allowable Cost and that the amount of any expenditure determined by ADCNR not to constitute an Allowable Cost shall be immediately returned to ADCNR in such manner as specified by ADCNR.

9. **REPORTS:** Grantee agrees to submit semi-annual financial and performance reports no later than April 30 and October 30 of each year following execution of this Agreement.

The semi-annual reports shall provide supporting documentation detailing Allowable Cost expenditures and Project activities during the reporting period. The Grantee further agrees to submit a Completion Report no later than ninety (90) days after the end of the Project Performance Period. The Completion Report must include a summary financial report detailing Project expenditures and a certification confirming both that Grantee has completed all Project Services and that all expenditures by Grantee of funds received pursuant to this Agreement constituted Allowable Costs. The Completion Report shall include supporting documentation establishing the Allowable Costs as to all expenditures, documents necessary to evidence successful Project completion, and any other documents to be maintained by ADCNR for purposes of recordkeeping and audit compliance. Additionally, if requested by ADCNR, data and reports generated or compiled within the scope of this Agreement shall be provided in digital format as may be specified by ADCNR. Grantee agrees failure to submit such reports in a timely manner may result in the termination of this Agreement. All reports and correspondence submitted to ADCNR in connection with this Agreement shall be identified by the Grant Number identified above and shall be sent to the following:

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

10. **INDEMNIFICATION AND HOLD HARMLESS:**

a. Subject to the limitations stated hereinbelow, Grantee agrees to protect, defend, indemnify, save and hold harmless the State of Alabama and ADCNR, and any and all of their officers, agents, and employees, from and against any and all claims, demands, expense and liability arising out of injury or death to any person, or the damage, loss or destruction of any property, which may occur or in any way grow out of, any act or omission of ADCNR, its officers, agents, and employees, the Grantee, and the Grantee's agents, servants, employees, and subcontractors. Grantee's obligation and duty to protect, defend, indemnify, save and hold harmless ADCNR and its agents and employees shall include and extend to any and all costs, expenses, attorney fees, judgements, awards, and settlements incurred by the parties or their agents or employees as a result of any claims, demands, and/or causes of action arising out of the performance of the obligations or objectives set forth herein. Grantee agrees to investigate, handle, respond to, provide defense for and defend any such claims, demand, or suit at its sole expense and agrees to bear all other costs and expenses related thereto, even if the claims are groundless, false or fraudulent. Nothing contained in this agreement shall be deemed to constitute, either as to the State of Alabama or as to third parties, a waiver of any statutory damages caps set forth in Sections 11-47-190 and 11-93-2, Code of Alabama

(1975), as the same may be amended from time to time, and in any other statutes and case law otherwise available to the City.

b. Grantee further agrees it releases from liability and waives its right to sue the State of Alabama and ADCNR, and their officers, agents, and employees, regarding any and all claims resulting in any physical injury, economic loss, or other damage or loss as a result of or related in any way to the Agreement.

c. The provisions of this Paragraph 10 shall survive the Agreement Term and remain a continuing obligation of Grantee.

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

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

13. **CLOSEOUT PROCESS:** The closeout process is the final reconciliation and reporting of program expenses and activities. This involves reviewing program expenditures and completion of deliverables, resolving any open commitments, collecting subrecipient documents, and submitting the required final reports, adhering to the schedule developed by ADCNR. Grantee shall promptly finalize the closeout process upon the conclusion of the Project Performance Period. Any remaining payments or amounts otherwise due to Grantee may be withheld until all closeout documents and deliverables have been received by ADCNR.

14. **TITLE VI AND EQUAL EMPLOYMENT OPPORTUNITY:** The Grantee will comply with Title VI of the Civil Rights Act of 1964 (88-352) and all requirements issued pursuant to that title. In accordance with Title VI of that Act, no person in the United States shall, on the ground of race, color, or national origin be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity funded by this Agreement.

15. **SUCCESSORS AND ASSIGNS:** This Agreement shall be binding upon the successors and assigns of the respective Parties hereto.

16. **COMPLIANCE WITH LAWS:** The Grantee shall comply with all applicable laws, ordinances, regulations, and codes of the federal, state, and local governments in the performance of this Agreement. Grantee shall procure all applicable federal, state, and local permits and shall pay all said fees. Grantee further agrees and acknowledges that the ADCNR is relying upon the Grantee to maintain compliance with all provisions of GOMESA in connection with Project Services and related activities and expenditures.

17. **TAX / ASSESSMENT RESPONSIBILITY:** Grantee hereby agrees that the responsibility for payment of any taxes or assessments associated with the Project shall be the Grantee's obligation and shall be identified under the appropriate Tax Identification Number.

18. **ACCESS TO RECORDS:** The State of Alabama, through ADCNR auditors and/or Alabama Examiners of Public Accounts, and the Federal Government, through any of their duly authorized representatives, shall be entitled to audit the books, documents, papers, records of the Grantee, and any lower tier recipients which are reasonably related to this Agreement. Grantee agrees to assist with any such audit as requested by ADCNR and further agrees to the following:

    a. Grantee shall maintain all books, documents, papers, accounting records, and other evidence pertaining to costs incurred and shall make such materials available at their respective offices at all reasonable times during the Agreement period and for six (6) years after date of final payment under this Agreement or as otherwise required pursuant the Department of Conservation and Natural Resources Records Disposition Authority (requirements current as of date of this Agreement available at: https://archives.alabama.gov/officials/rdas/conservation_rda.pdf), whichever period expires later, for inspection by any of the above entities, and copies thereof shall be furnished, if requested.

    b. Pursuant to Act 94-414, Grantee must forward a copy of every audit report issued in connection with funding provided under this Agreement where public funds are received and/or disbursed to: Department of Examiners of Public Accounts, P. O. Box 302251, Montgomery, Alabama 36130-2251, ATTN: Audit Report Repository; or to Central.Records@Examiners.Alabama.gov. Grantee shall also simultaneously therewith forward a copy of same to ADCNR.

    c. The provisions of this Paragraph 18 shall survive the Agreement Term and remain a continuing obligation of Grantee.

19. **INSURANCE:** Grantee is self-insured for general liability purposes. Grantee shall, at all times during the term of this lease, maintain sufficient cash reserves dedicated to the payment of claims, and maintain the present financial ability to pay claims, in the amount

of $100,000.00 for injury to or death of one person; $300,000.00 for injury or death to more than one person growing out of one accident; and $100,000.00 for property damage loss.

20. **TERMINATION:** In addition to terms of Paragraphs 7 and 24, this Agreement may be terminated as follows:

    a. If, in the determination of ADCNR, Grantee fails to fulfill in timely and proper manner its obligations under this Agreement or violates any of the covenants, agreements or stipulations of this Agreement, ADCNR, in addition to all other available remedies, shall thereupon have the right to terminate this Agreement by giving written notice to Grantee, pursuant to Paragraph 30, of such termination and specifying the effective date thereof, at least fifteen (15) days before the effective date. In that event, at the option of ADCNR, all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs, and reports or other material prepared by Grantee under this Agreement shall become the property of ADCNR.

    b. ADCNR may terminate this Agreement at any time without cause by giving written notice to Grantee, pursuant to Paragraph 30, of such termination and specifying the effective date thereof, at least thirty (30) days before the effective date. In that event, at the option of ADCNR, all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs, and reports or other material prepared by Grantee under this Agreement shall become the property of ADCNR.

    c. If the Agreement is terminated by ADCNR, as provided herein, Grantee shall promptly submit a statement detailing the actual services performed and associated Allowable Costs to date of termination. The Grantee shall immediately return any remaining funds to ADCNR in such manner as specified by ADCNR.

21. **PRESS / EVENTS:** Grantee shall notify the ADCNR of the location, date, and time of any press conferences, press releases, etc. related to this Project at least five (5) working days prior to the scheduled event or release.

22. **CONFLICT OF INTEREST CERTIFICATION:** The Grantee by his/her/its signature, certifies to the best of his/her/its knowledge and belief, no conflicts of interest existed or now exist which have, may have or have had any effect on this Agreement or any expenditure of funds associated with this Agreement. In addition, in the event Grantee cannot maintain this certification at any point during the Agreement Term, Grantee shall immediately notify ADCNR in writing at the address set forth in Paragraph 30 and suspend performance of services under this Agreement as well as any expenditure of funds under this Agreement until the potential conflict of interest is resolved to ADCNR's satisfaction.

23. **NONDISCRIMINATION:** Grantee agrees to comply with all federal and state laws which prohibit discrimination, including on the basis of race, color, religion, age, sex, pregnancy, national origin, genetic information, veteran status or disability.

24. **PRORATION:** In the event of the proration of the fund from which payment under this Agreement is to be made, the Agreement will be subject to termination.

25. **NOT A DEBT OF THE STATE:** It is agreed that the terms and commitments contained herein shall not be constituted as a debt of the State of Alabama in violation of Article 11, Section 213 of the Constitution of Alabama, 1901, as amended by Amendment Number 26. It is further agreed that if any provision of this Agreement shall contravene any statute or constitutional provision or amendment, either now in effect or which may, during the course of this Agreement, be enacted, then that conflicting provision in the Agreement shall be deemed null and void.

26. **ALTERNATIVE DISPUTE RESOLUTION:** In the event of any dispute between the Parties, senior officials of both Parties shall meet and engage in a good faith attempt to resolve the dispute. Should that effort fail and the dispute involves the payment of money, a party's sole remedy is the filing of a claim with the Board of Adjustment of the State of Alabama. For any and all other disputes arising under the terms of this Agreement which are not resolved by negotiation, the Parties agree to utilize appropriate forms of non-binding alternative dispute resolution including, but not limited to, mediation. Such dispute resolution shall occur in Montgomery, Alabama, utilizing where appropriate, mediators selected from the roster of mediators maintained by the Center For Dispute Resolution of the Alabama State Bar.

27. **IMMIGRATION:** By signing this Agreement, the Grantee affirms, for the duration of the Agreement, that it will not violate federal immigration law or knowingly employ, hire for employment, or continue to employ an unauthorized alien within the State of Alabama. Furthermore, if found to be in violation of this provision, Grantee shall be deemed in breach of the Agreement and shall be responsible for all damages resulting therefrom.

28. **NOT ENTITLED TO MERIT SYSTEM:** Grantee understands and agrees that nothing in this Agreement entitles Grantee to any benefits of the Alabama State Merit System.

29. **BOYCOTT:** In compliance with Act 2016-312, Grantee hereby certifies that it is not currently engaged in, and will not engage in, the boycott of a person or an entity based in or doing business with a jurisdiction with which the State can enjoy open trade.

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

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

To ADCNR:

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

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

To Grantee:

Attention: William S. "Sandy" Stimpson, Mayor
City of Mobile
P.O. Box 1827
Mobile, AL 36633-1827

31. **SEVERABILITY:** In the event any terms or provisions of this Agreement are deemed to be invalid or unenforceable, such invalidity or unenforceability shall not affect the validity or enforceability of the remaining terms or provisions hereof.

32. **GOVERNING LAW / SOVEREIGN IMMUNITY:** This Agreement and related matters shall be construed in accordance with and governed by the substantive and adjective laws of the State of Alabama, including but not limited to the State's right of immunity from suit as provided by Article 1 Section 14 of the Official Recompilation of the Constitution of Alabama of 1901, as amended, without regard to its conflicts of law provisions.

33. **CHOICE OF LAW / VENUE:** Grantee agrees that the laws of the State of Alabama shall govern and be controlling and binding over the provisions of the rights herein granted, and that, notwithstanding any provision to the contrary, the venue of any legal action brought in connection herewith shall be the Circuit Court of Montgomery County, Alabama.

34. **ENFORCEMENT OF RIGHTS AND OBLIGATIONS:** Failure of ADCNR to strictly or promptly enforce the rights and obligations herein shall not operate as a waiver thereof.

35. **FORCE MAJEURE:** In the case of a Force Majeure Event as defined herein, ADCNR reserves the right to immediately terminate the Agreement without prior notice to Grantee. Should this occur, neither party shall be liable for or be considered in breach of this Agreement due to any failure to perform its obligations as a result of a cause beyond its

control, including, without limitation: (i) acts of God; (ii) flood, fire or explosion; (iii) actions, embargoes, quarantines, or blockades in effect on or after the date of this Agreement; (iv) national, state, or regional emergency whether ongoing or occurring on or after the date of this Agreement; (v) public health emergencies, outbreak, epidemic, or pandemic, whether ongoing or occurring on or after the date of this Agreement, including, without limitation, COVID-19; or (vi) any other event which is beyond the reasonable control of such party (each of the foregoing, a "Force Majeure Event").

36. **COUNTERPARTS:** This Agreement may be executed in two or more counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument.

37. **NO AGENCY:** By entering into this Agreement, Grantee understands and agrees it is not an agent of the State, its officers, employees, agents or assigns. The Grantee is an independent entity from the State and nothing in this Agreement creates an agency relationship between the Parties.

38. **SUPERSEDES:** ADCNR and grantee represent that this agreement supersedes all proposals, oral and written, all previous contracts, agreements, negotiations, and all other communications between the parties with respect to the subject matter hereof.

39. **REVIEW AND EXECUTION:** Grantee acknowledges and agrees that it has had the opportunity to seek legal counsel in connection with reviewing and executing this Agreement. Accordingly, any rule of law or legal decision potentially requiring interpretation of any claimed ambiguity in this Agreement against the drafting party shall have no application and is expressly waived by Grantee.

[Signatures on following page]

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed by their respective officers thereunto duly authorized as of the date entered below (herein referred to as "Effective Date").

ADCNR:

Christopher M. Blankenship
Commissioner

Date: 5-4-22

APPROVED LEGAL

GRANTEE:

Signature

William S. Stimpson
Printed Name

Mayor
Title

Reviewed By Accounting

DCNR Accounting Director

EXHIBIT A

State of Alabama
GOMESA Disbursement Justification

Background:

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

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

Project Description:

City of Mobile Riverfront Park Enhancements: Reconnect with the River

A vision for the Riverfront Revitalization, to showcase the Mobile River as a natural resource to the public and bring the community downtown to the Mobile Riverfront, can now be realized with the allocation of GOMESA funding for 2022. This investment can be utilized to complete the first phase of the Mobile Riverfront Revitalization to ensure riverfront infrastructure provides the foundation for obtaining this vision and compliments completed and on-going efforts such as the Water Street improvements, Cooper Park updates, Hall of Fame Statue Plaza, and strategic riverside events.

The funding will allow for the implementation of major project components identified in the conceptual plan (Figure 1). Foundational infrastructure elements, critical to meet the fundamental goals of public usability and safety of the Riverfront, will be prioritized. The GOMESA project scope focuses on the planning, engineering, design, and construction for several elements identified below within (A) Northern Riverfront Plaza, (B) Riverfront Connection, and (C) Great Lawn. The Water Street elements are funded separately and represented within this document to show the connectivity of project elements.

Foundational infrastructure elements will be developed to meet the fundamental goals and to allocate the awarded GOMESA funding):

A. Lay the foundation for public-private partnerships for riverfront development (Northern Riverfront Plaza).

B. Enhance safety and waterfront access around the Convention Center from the Northern Riverfront Plaza to Cooper Riverside Park (creating the loop), while connecting people to the River (**Riverfront Connection**).
C. Create a functional riverfront park space on which to grow future amenities for revitalization (**Great Lawn**).

A. Northern Riverfront Plaza

The Northern Riverfront Plaza vision is to attract developers to foster public-private partnerships for riverfront attractions such as restaurants and shops. Important infrastructure improvements are required to prepare the site for commercial development and increase attractiveness for developers.

The following are required features in the element:

- **Locate and stub out utilities (water, sewer, and electric) for commercial development (#2)**
- **Reclaim approximately 550 SF of submerged lands along the river (#3)**
- **Install new bulkhead along approximately 174 linear feet of shoreline to support land reclamation (#3)**
- **Preliminary grading**

B. Riverfront Connection

Access to the riverfront becomes easier with the proposed bulkhead addition for the Northern Riverfront Plaza area which provides riverfront access at the north end of the Convention Center. Currently, access has been limited to a narrow walkway along the south end of the Convention Center or through the ground-level parking garage in the north end of the Convention Center. There is currently no direct waterfront access to the second-floor balcony of the Convention Center. A riverfront promenade expansion and a multi-level access feature would allow pedestrians to traverse along the riverfront easily and with a better space to experience the river from multiple vantage points. These improvements would allow use of the riverfront for exercising, recreating, sitting, walking, etc. while enhancing the connection from the Northern Riverfront Plaza to the Cooper Riverside Park. These features can be scaled appropriately for the budget but at a minimum are required to create the much-needed connectivity around this riverfront area from Water Street.

The following are required features in the element:

- **Lighting and architectural improvements along the Convention Center riverfront to enhance user experience and safety (#4)**
- **Stair feature connecting the first and second floor of the Convention Center, offering multi-level riverfront access (#5)**
- **Fixed overwater platform to expand footprint of Convention Center riverfront promenade, support the stair feature, and creating a widened pedestrian path and ground level overlook (#5)**

C. Great Lawn

There is an existing bulkhead south of the Convention Center along the Cooper Riverside Park. The bulkhead was constructed in 1995 and a deck rehabilitation occurred in 2004 according to City-provided documents. The bulkhead requires inspection and potential corresponding rehabilitation based on the results of the inspection. The Great Lawn area behind the bulkhead includes a vision to accommodate larger events, ensuring lines of site for stage events and updated restroom facilities. Daily use of this area would include connectivity to a walking/exercise loop around the Convention Center as well as utilization of the lawn for enjoying the river view. It's imperative to the City that this

area is designed to host special and seasonal events, that become riverside annual traditions.

The following are required features in the element:

- **800 linear feet of bulkhead inspection and improvements (#7)**
- **Multi-purpose event lawn enhancements including the removal of sidewalks to create additional greenspace where future events can be hosted (#8)**

Project Duration:

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

Project Costs

Funding will be provided as two (2) installments. The first (1) installment will be disbursed following execution of the Grant Agreement for this project and submission of an invoice for payment of Allowable Costs. The second (2) installment will be disbursed following receipt of satisfactory verification that all previously disbursed funds were or are being used for Allowable Costs.

Anticipated Costs:

Installment	Category	Estimated Cost
1	Planning, Engineering and Design and Construction Administration	$ 1,000,000.00
2	Construction	$ 7,000,000.00
	Total GOMESA Funding Not to Exceed	$ 8,000,000.00

Category line items above are general descriptions of the type of activities anticipated to be necessary in order to achieve project completion. These categories may include itemized personnel time and/or contract services associated with project activities. In addition, the final costs of project activities may vary from the individual line-item estimates set forth above. However, funding shall in no event exceed the total amount of approved funding for Allowable Costs as set forth pursuant to the Grant Agreement.

Nexus to Authorized Use:

This project meets the criteria set forth in authorized use (a) Projects and activities for the purposes of coastal protection, including conservation, coastal restoration, hurricane protection, and infrastructure directly affected by coastal wetland losses; and (d) Mitigation of the impact of outer Continental Shelf activities through the funding of onshore infrastructure projects.

****

Submitted and Approved By: _____
William S. "Sandy" Stimpson, Mayor
City of Mobile

Figure 1: Mobile Riverfront Conceptual Plan

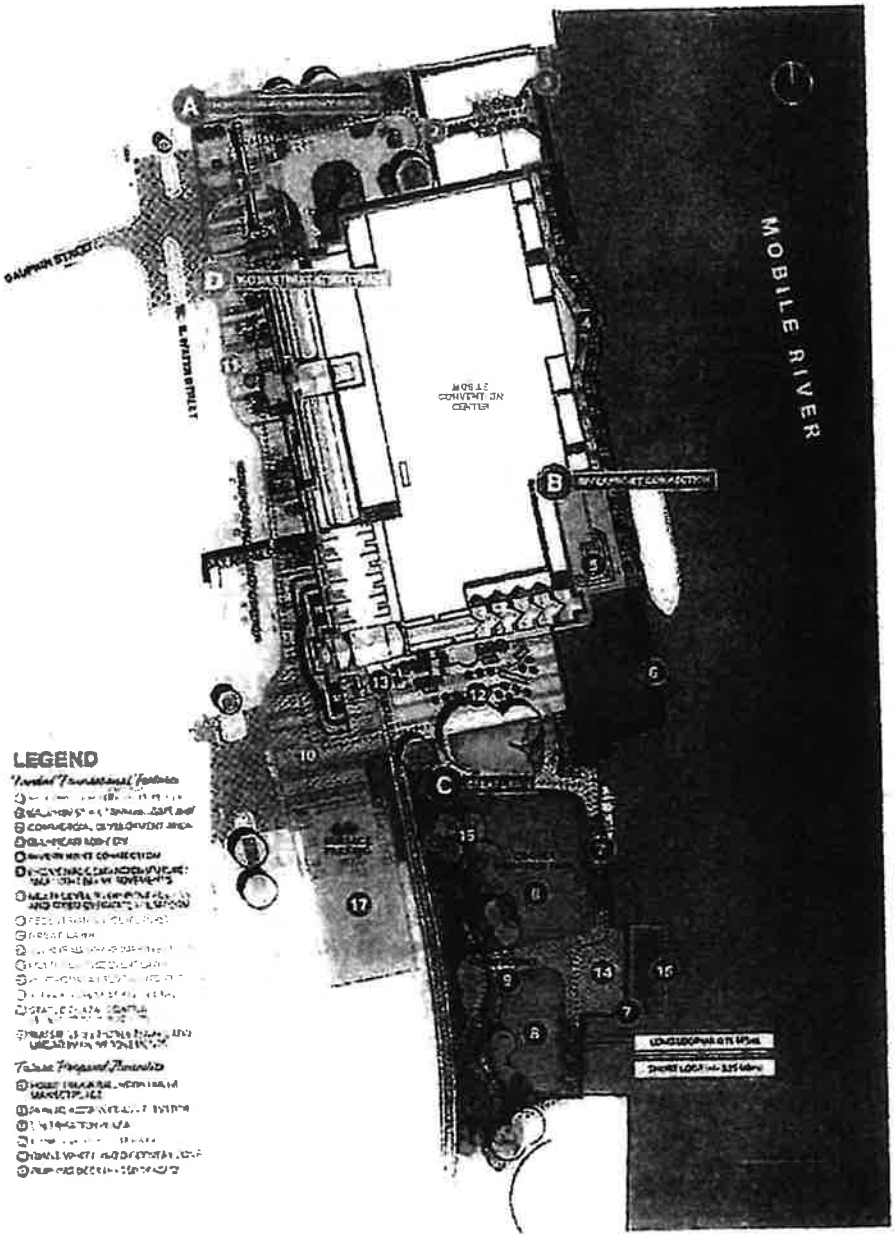


Exhibit No. 2

Amended and Restated
EXHIBIT A

State of Alabama
Gulf of Mexico Energy Security
Act of 2006
Disbursement Justification

Background:

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

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

Project Description:

Mobile Riverfront Park Enhancements Phase I – City of Mobile

The City of Mobile has been dedicating efforts to further improvements at its Mobile Riverfront Park (Cooper Riverside Park) located along the Mobile River. The City will utilize Phase I GOMESA project funding to proceed with engineering and design associated with repairing/replacing failing shoreline stabilization structures along the Great Lawn and South Coffer Cell areas of the Park's Mobile River waterfront and future upland Park amenity enhancements associated with the Great Lawn area of the Park. (See Figure 1 as to location Great Lawn and South Coffer Cell areas).

As a priority implementation action under the Phase I Agreement, the City will complete construction efforts associated with repair/replacement as to ~800 linear feet of the Great Lawn bulkhead and ~55 linear feet along the Sough Coffer Cell. The structural scope of work is to construct a tied-back bulkhead concept for the South Coffer Cell, similar to Great Lawn bulkhead. The proposed concept will also require the temporary removal of the statue above the Cell, demolition and replacement of the fountain behind the Cell, demolition and replacement of decorative masonry walls and the concrete stairs leading from the Cell down to the park to the north. Existing pavement, a light pole, and planter walls within the footprint of the work will also

require demolition and replacement. (See Figure 2 for location of shoreline stabilization activities.) The City's completion of Great Lawn bulkhead construction and ability to initiate implementation of South Coffer Cell stabilization efforts is critical, as citizens and visitors have not had access to the Park's waterfront for an extended period of time due to ongoing safety concerns related to the deteriorated bulkhead and other existing shoreline stabilization structures. Repair and replacement of the waterfront stabilizing structure is essential to prevent shoreline failure and to protect the coastline and downtown Mobile infrastructure against impacts from tropical storms and hurricanes, as well as wave action from activities including those associated with utilization of the Port of Mobile.

While, in light of current cost estimates, construction completion of the South Coffer Cell shoreline stabilization activities will not be fully achieved until after additional Phase II GOMESA project funds become available, the City seeks to leverage available Phase I funding to complete planning, engineering and design, and permitting activities and then initiate construction work associated with shoreline stabilization along the waterfront associated with the South Coffer Cell.

The City's vision as to Park enhancements for public access and recreation includes providing improvements within the upland Great Lawn area behind the shoreline stabilization construction such as expanded green space that will accommodate larger public outdoor events and establish connectivity to a walking/exercise loop around the Mobile Convention Center. (See Figure 2). These types of Park amenities would also enhance the ability for all users to enjoy the river view and gain an appreciation for the importance of conserving the state's unique natural resources. Furthermore, the shoreline stabilization construction activities, while immediately necessary, will result in impacts to the upland Park areas that will require disturbance/repairs that make implementation of upland enhancements a priority action for the City. The ultimate cost and timing of implementation of these amenity improvements/repairs cannot be fully determined until completion of all planning, engineering and design. Accordingly, this planning, engineering and design, and permitting work will be ongoing throughout the Agreement term to prepare for utilization of funding under a Phase II GOMESA project for implementation of upland Park amenity improvements.

The shoreline stabilization effort is critical to halting the adverse ecological impacts currently being experienced due to ongoing erosion issues. In addition to these restoration and conservation outcomes being an important step toward mitigating damage to fish, wildlife and natural resources, a collapse of any segment of the shoreline stabilization structures would cause significant additional natural resource and infrastructure damage that would be far more costly to repair/replace. Furthermore, the shoreline stabilization construction activities will mitigate impacts of outer Continental Shelf activities through the funding of an onshore infrastructure project.

The Mobile Bay National Estuary Program's Comprehensive Conservation & Management Plan (CCMP) for Alabama's Estuaries & Coast 2019-2023 seeks to enhance public access to the water and natural landscapes under Ecosystem Restoration and Protection-5 (ERP-5). In addition, Section 309(a)(3) of the Alabama Coastal Area Management Program (ACAMP) seeks to attain increased opportunities for public access to coastal areas of recreational, historical, aesthetic, ecological, or cultural value. This project will preserve and enhance an important connection to the Mobile River in a populated area of coastal Alabama where public access to the

waterfront and natural resources is limited. This project will enhance public outdoor recreational opportunities not only within the City of Mobile but also across the State of Alabama's coastal communities.

Project Duration:

This project is expected to take approximately 48 months from the Effective Date of the Agreement.

Project Costs:

Funding will be provided to the Grantee as two installments.

The first installment will be disbursed following execution of the Agreement for this project and submission of an invoice for payment of Allowable Costs.

The second installment will be disbursed following submission of an invoice for payment of Allowable Costs that includes (1) satisfactory certification Grantee remains in compliance with insurance requirements established pursuant to Paragraph 19 of the Agreement and (2) satisfactory verification that all previously disbursed funds have been and will be used for Allowable Costs.

Anticipated Costs:

Installment	Category	Estimated Cost
1	Initial Permitting, Engineering, Construction Services & Grant Administration for City's Mobile Riverfront Park Project	$1,000,000
2	Any additional costs related to Permitting, Engineering, Construction Services & Grant Administration associated with elements of the City's Mobile Riverfront Park Project; and Initial Construction Costs associated with Shoreline Stabilization Repairs/Improvements along the Great Lawn and South Coffer Cell Waterfronts.	$7,000,000
	Total GOMESA Funding Not to Exceed	**$8,000,000**

Category line items above are general descriptions of the type of activities anticipated to be necessary in order to achieve project completion. These categories may include itemized personnel time and/or contract services associated with project activities. In addition, the final costs of project activities may vary from the individual line-item estimates set forth above. However, funding shall in no event exceed the total amount of approved funding for Allowable Costs as set forth pursuant to the Agreement.

Nexus to Authorized Use:

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

****

Submitted and Approved By:

William S. Stimpson
2024.11.01 13:22:37
-05'00'

William S. Stimpson, Mayor
City of Mobile

G-CMRPE/21/CM

STATE OF ALABAMA)

ADCNR GRANT#: G-CMRPE/21/CM

MOBILE COUNTY)

GOMESA GRANT AGREEMENT

THIS GOMESA GRANT AGREEMENT, ("Agreement") is made and entered by and between the State of Alabama Department of Conservation and Natural Resources hereinafter, referred to as "ADCNR", and the City of Mobile, hereinafter referred to as "Grantee" (ADCNR and Grantee collectively hereinafter "Parties").

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

1. **PROJECT PURPOSE AND IDENTITY:** The purpose of the Agreement is to provide funding under the Gulf of Mexico Energy Security Act of 2006 (GOMESA) to Grantee in accordance with the authorized uses and purposes set forth in GOMESA to provide the planning, engineering, design administration, and construction improvements at Riverfront Park in Mobile, AL as described in the Disbursement Justification attached as Exhibit A ("Project").

2. **PROJECT SERVICES:** Grantee warrants and represents that it will use the GOMESA funds provided under this Agreement in accordance with approved GOMESA and consistent with all applicable state and federal laws. Furthermore, Grantee shall provide, in accordance with all applicable laws, executive orders, codes, regulations, etc., all the necessary labor, materials, services, and facilities to successfully complete the Project and fulfill all requirements of this Agreement including, but not limited to, requirements as set forth in Paragraphs 9 and 18.

3. **PROJECT PERFORMANCE PERIOD:** The Project Performance Period shall begin as of March 15, 2022, or the date of the Commissioner's signature, whichever occurs later ("Project Commencement Date"), and end March 14, 2025.

4. **AGREEMENT TERM:** The Agreement Term for the fulfillment of all Project Services shall begin on the Project Commencement Date and end ninety (90) days after the end of the Project Performance Period, unless extended in writing by ADCNR by amendment as provided herein.

5. **NOTICE TO PROCEED:** Grantee shall proceed with performing Project Services upon receipt of a fully executed Agreement which has been approved by the appropriate State of Alabama officials.

6. **FUNDING AMOUNT/PAYMENT:** ADCNR agrees to provide advance disbursement of GOMESA funds to Grantee for payment of Allowable Costs pursuant to two (2) payments in an amount not to exceed EIGHT MILLION AND 00/100 ($8,000,000.00) to allow satisfactory completion of all Project Services following full execution of this Agreement and submission by Grantee of an invoice for payment which shall include a reference to the Grant Number identified above. In the event these funds are not fully expended before the end of the Project Performance Period, the Grantee shall return the remaining funds to the ADCNR prior to the end of the Agreement Term in such manner as specified by ADCNR.

7. **CONTINGENCY/ FUNDING AVAILABILITY:** Grantee acknowledges and agrees that the commencement and continuation of funding pursuant to this Agreement shall be specifically contingent upon the receipt and availability of GOMESA funding for this Project.

8. **ALLOWABLE COSTS:** Allowable Costs allowed under this Agreement shall be determined in accordance with Exhibit A, subject to all requirements of GOMESA; local, state, and federal laws; and other applicable requirements including the following:

   a. Grantee agrees that any expenditure related to any type of lower tier contract or subaward support prior to execution of a written agreement for such purpose shall not qualify as an Allowable Cost.

   b. Grantee shall immediately notify ADCNR in writing in the event, subsequent to execution of this Agreement, it receives other financial assistance to support or fund any activity related to Project Services. Grantee further agrees that no costs funded by such other sources constitute Allowable Costs.

   c. Grantee acknowledges that no pre-award costs or other costs incurred prior to the Effective Date of this Agreement shall constitute Allowable Costs.

   d. Grantee agrees that all disbursed funds shall be expended solely for Allowable Cost and that the amount of any expenditure determined by ADCNR not to constitute an Allowable Cost shall be immediately returned to ADCNR in such manner as specified by ADCNR.

9. **REPORTS:** Grantee agrees to submit semi-annual financial and performance reports no later than April 30 and October 30 of each year following execution of this Agreement.

The semi-annual reports shall provide supporting documentation detailing Allowable Cost expenditures and Project activities during the reporting period. The Grantee further agrees to submit a Completion Report no later than ninety (90) days after the end of the Project Performance Period. The Completion Report must include a summary financial report detailing Project expenditures and a certification confirming both that Grantee has completed all Project Services and that all expenditures by Grantee of funds received pursuant to this Agreement constituted Allowable Costs. The Completion Report shall include supporting documentation establishing the Allowable Costs as to all expenditures, documents necessary to evidence successful Project completion, and any other documents to be maintained by ADCNR for purposes of recordkeeping and audit compliance. Additionally, if requested by ADCNR, data and reports generated or compiled within the scope of this Agreement shall be provided in digital format as may be specified by ADCNR. Grantee agrees failure to submit such reports in a timely manner may result in the termination of this Agreement. All reports and correspondence submitted to ADCNR in connection with this Agreement shall be identified by the Grant Number identified above and shall be sent to the following:

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

10. **INDEMNIFICATION AND HOLD HARMLESS:**

a. Subject to the limitations stated hereinbelow, Grantee agrees to protect, defend, indemnify, save and hold harmless the State of Alabama and ADCNR, and any and all of their officers, agents, and employees, from and against any and all claims, demands, expense and liability arising out of injury or death to any person, or the damage, loss or destruction of any property, which may occur or in any way grow out of, any act or omission of ADCNR, its officers, agents, and employees, the Grantee, and the Grantee's agents, servants, employees, and subcontractors. Grantee's obligation and duty to protect, defend, indemnify, save and hold harmless ADCNR and its agents and employees shall include and extend to any and all costs, expenses, attorney fees, judgements, awards, and settlements incurred by the parties or their agents or employees as a result of any claims, demands, and/or causes of action arising out of the performance of the obligations or objectives set forth herein. Grantee agrees to investigate, handle, respond to, provide defense for and defend any such claims, demand, or suit at its sole expense and agrees to bear all other costs and expenses related thereto, even if the claims are groundless, false or fraudulent. Nothing contained in this agreement shall be deemed to constitute, either as to the State of Alabama or as to third parties, a waiver of any statutory damages caps set forth in Sections 11-47-190 and 11-93-2, Code of Alabama

(1975), as the same may be amended from time to time, and in any other statutes and case law otherwise available to the City.

b. Grantee further agrees it releases from liability and waives its right to sue the State of Alabama and ADCNR, and their officers, agents, and employees, regarding any and all claims resulting in any physical injury, economic loss, or other damage or loss as a result of or related in any way to the Agreement.

c. The provisions of this Paragraph 10 shall survive the Agreement Term and remain a continuing obligation of Grantee.

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

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

13. **CLOSEOUT PROCESS:** The closeout process is the final reconciliation and reporting of program expenses and activities. This involves reviewing program expenditures and completion of deliverables, resolving any open commitments, collecting subrecipient documents, and submitting the required final reports, adhering to the schedule developed by ADCNR. Grantee shall promptly finalize the closeout process upon the conclusion of the Project Performance Period. Any remaining payments or amounts otherwise due to Grantee may be withheld until all closeout documents and deliverables have been received by ADCNR.

14. **TITLE VI AND EQUAL EMPLOYMENT OPPORTUNITY:** The Grantee will comply with Title VI of the Civil Rights Act of 1964 (88-352) and all requirements issued pursuant to that title. In accordance with Title VI of that Act, no person in the United States shall, on the ground of race, color, or national origin be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity funded by this Agreement.

15. **SUCCESSORS AND ASSIGNS:** This Agreement shall be binding upon the successors and assigns of the respective Parties hereto.

16. **COMPLIANCE WITH LAWS:** The Grantee shall comply with all applicable laws, ordinances, regulations, and codes of the federal, state, and local governments in the performance of this Agreement. Grantee shall procure all applicable federal, state, and local permits and shall pay all said fees. Grantee further agrees and acknowledges that the ADCNR is relying upon the Grantee to maintain compliance with all provisions of GOMESA in connection with Project Services and related activities and expenditures.

17. **TAX / ASSESSMENT RESPONSIBILITY:** Grantee hereby agrees that the responsibility for payment of any taxes or assessments associated with the Project shall be the Grantee's obligation and shall be identified under the appropriate Tax Identification Number.

18. **ACCESS TO RECORDS:** The State of Alabama, through ADCNR auditors and/or Alabama Examiners of Public Accounts, and the Federal Government, through any of their duly authorized representatives, shall be entitled to audit the books, documents, papers, records of the Grantee, and any lower tier recipients which are reasonably related to this Agreement. Grantee agrees to assist with any such audit as requested by ADCNR and further agrees to the following:

    a. Grantee shall maintain all books, documents, papers, accounting records, and other evidence pertaining to costs incurred and shall make such materials available at their respective offices at all reasonable times during the Agreement period and for six (6) years after date of final payment under this Agreement or as otherwise required pursuant the Department of Conservation and Natural Resources Records Disposition Authority (requirements current as of date of this Agreement available at: https://archives.alabama.gov/officials/rdas/conservation_rda.pdf), whichever period expires later, for inspection by any of the above entities, and copies thereof shall be furnished, if requested.

    b. Pursuant to Act 94-414, Grantee must forward a copy of every audit report issued in connection with funding provided under this Agreement where public funds are received and/or disbursed to: Department of Examiners of Public Accounts, P. O. Box 302251, Montgomery, Alabama 36130-2251, ATTN: Audit Report Repository; or to Central.Records@Examiners.Alabama.gov. Grantee shall also simultaneously therewith forward a copy of same to ADCNR.

    c. The provisions of this Paragraph 18 shall survive the Agreement Term and remain a continuing obligation of Grantee.

19. **INSURANCE:** Grantee is self-insured for general liability purposes. Grantee shall, at all times during the term of this lease, maintain sufficient cash reserves dedicated to the payment of claims, and maintain the present financial ability to pay claims, in the amount

of $100,000.00 for injury to or death of one person; $300,000.00 for injury or death to more than one person growing out of one accident; and $100,000.00 for property damage loss.

20. **TERMINATION:** In addition to terms of Paragraphs 7 and 24, this Agreement may be terminated as follows:

    a. If, in the determination of ADCNR, Grantee fails to fulfill in timely and proper manner its obligations under this Agreement or violates any of the covenants, agreements or stipulations of this Agreement, ADCNR, in addition to all other available remedies, shall thereupon have the right to terminate this Agreement by giving written notice to Grantee, pursuant to Paragraph 30, of such termination and specifying the effective date thereof, at least fifteen (15) days before the effective date. In that event, at the option of ADCNR, all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs, and reports or other material prepared by Grantee under this Agreement shall become the property of ADCNR.

    b. ADCNR may terminate this Agreement at any time without cause by giving written notice to Grantee, pursuant to Paragraph 30, of such termination and specifying the effective date thereof, at least thirty (30) days before the effective date. In that event, at the option of ADCNR, all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs, and reports or other material prepared by Grantee under this Agreement shall become the property of ADCNR.

    c. If the Agreement is terminated by ADCNR, as provided herein, Grantee shall promptly submit a statement detailing the actual services performed and associated Allowable Costs to date of termination. The Grantee shall immediately return any remaining funds to ADCNR in such manner as specified by ADCNR.

21. **PRESS / EVENTS:** Grantee shall notify the ADCNR of the location, date, and time of any press conferences, press releases, etc. related to this Project at least five (5) working days prior to the scheduled event or release.

22. **CONFLICT OF INTEREST CERTIFICATION:** The Grantee by his/her/its signature, certifies to the best of his/her/its knowledge and belief, no conflicts of interest existed or now exist which have, may have or have had any effect on this Agreement or any expenditure of funds associated with this Agreement. In addition, in the event Grantee cannot maintain this certification at any point during the Agreement Term, Grantee shall immediately notify ADCNR in writing at the address set forth in Paragraph 30 and suspend performance of services under this Agreement as well as any expenditure of funds under this Agreement until the potential conflict of interest is resolved to ADCNR's satisfaction.

23. **NONDISCRIMINATION:** Grantee agrees to comply with all federal and state laws which prohibit discrimination, including on the basis of race, color, religion, age, sex, pregnancy, national origin, genetic information, veteran status or disability.

24. **PRORATION:** In the event of the proration of the fund from which payment under this Agreement is to be made, the Agreement will be subject to termination.

25. **NOT A DEBT OF THE STATE:** It is agreed that the terms and commitments contained herein shall not be constituted as a debt of the State of Alabama in violation of Article 11, Section 213 of the Constitution of Alabama, 1901, as amended by Amendment Number 26. It is further agreed that if any provision of this Agreement shall contravene any statute or constitutional provision or amendment, either now in effect or which may, during the course of this Agreement, be enacted, then that conflicting provision in the Agreement shall be deemed null and void.

26. **ALTERNATIVE DISPUTE RESOLUTION:** In the event of any dispute between the Parties, senior officials of both Parties shall meet and engage in a good faith attempt to resolve the dispute. Should that effort fail and the dispute involves the payment of money, a party's sole remedy is the filing of a claim with the Board of Adjustment of the State of Alabama. For any and all other disputes arising under the terms of this Agreement which are not resolved by negotiation, the Parties agree to utilize appropriate forms of non-binding alternative dispute resolution including, but not limited to, mediation. Such dispute resolution shall occur in Montgomery, Alabama, utilizing where appropriate, mediators selected from the roster of mediators maintained by the Center For Dispute Resolution of the Alabama State Bar.

27. **IMMIGRATION:** By signing this Agreement, the Grantee affirms, for the duration of the Agreement, that it will not violate federal immigration law or knowingly employ, hire for employment, or continue to employ an unauthorized alien within the State of Alabama. Furthermore, if found to be in violation of this provision, Grantee shall be deemed in breach of the Agreement and shall be responsible for all damages resulting therefrom.

28. **NOT ENTITLED TO MERIT SYSTEM:** Grantee understands and agrees that nothing in this Agreement entitles Grantee to any benefits of the Alabama State Merit System.

29. **BOYCOTT:** In compliance with Act 2016-312, Grantee hereby certifies that it is not currently engaged in, and will not engage in, the boycott of a person or an entity based in or doing business with a jurisdiction with which the State can enjoy open trade.

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

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

To ADCNR:

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

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

To Grantee:

Attention: William S. "Sandy" Stimpson, Mayor
City of Mobile
P.O. Box 1827
Mobile, AL 36633-1827

31. **SEVERABILITY:** In the event any terms or provisions of this Agreement are deemed to be invalid or unenforceable, such invalidity or unenforceability shall not affect the validity or enforceability of the remaining terms or provisions hereof.

32. **GOVERNING LAW / SOVEREIGN IMMUNITY:** This Agreement and related matters shall be construed in accordance with and governed by the substantive and adjective laws of the State of Alabama, including but not limited to the State's right of immunity from suit as provided by Article 1 Section 14 of the Official Recompilation of the Constitution of Alabama of 1901, as amended, without regard to its conflicts of law provisions.

33. **CHOICE OF LAW / VENUE:** Grantee agrees that the laws of the State of Alabama shall govern and be controlling and binding over the provisions of the rights herein granted, and that, notwithstanding any provision to the contrary, the venue of any legal action brought in connection herewith shall be the Circuit Court of Montgomery County, Alabama.

34. **ENFORCEMENT OF RIGHTS AND OBLIGATIONS:** Failure of ADCNR to strictly or promptly enforce the rights and obligations herein shall not operate as a waiver thereof.

35. **FORCE MAJEURE:** In the case of a Force Majeure Event as defined herein, ADCNR reserves the right to immediately terminate the Agreement without prior notice to Grantee. Should this occur, neither party shall be liable for or be considered in breach of this Agreement due to any failure to perform its obligations as a result of a cause beyond its

control, including, without limitation: (i) acts of God; (ii) flood, fire or explosion; (iii) actions, embargoes, quarantines, or blockades in effect on or after the date of this Agreement; (iv) national, state, or regional emergency whether ongoing or occurring on or after the date of this Agreement; (v) public health emergencies, outbreak, epidemic, or pandemic, whether ongoing or occurring on or after the date of this Agreement, including, without limitation, COVID-19; or (vi) any other event which is beyond the reasonable control of such party (each of the foregoing, a "Force Majeure Event").

36. **COUNTERPARTS:** This Agreement may be executed in two or more counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument.

37. **NO AGENCY:** By entering into this Agreement, Grantee understands and agrees it is not an agent of the State, its officers, employees, agents or assigns. The Grantee is an independent entity from the State and nothing in this Agreement creates an agency relationship between the Parties.

38. **SUPERSEDES:** ADCNR and grantee represent that this agreement supersedes all proposals, oral and written, all previous contracts, agreements, negotiations, and all other communications between the parties with respect to the subject matter hereof.

39. **REVIEW AND EXECUTION:** Grantee acknowledges and agrees that it has had the opportunity to seek legal counsel in connection with reviewing and executing this Agreement. Accordingly, any rule of law or legal decision potentially requiring interpretation of any claimed ambiguity in this Agreement against the drafting party shall have no application and is expressly waived by Grantee.

[Signatures on following page]

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed by their respective officers thereunto duly authorized as of the date entered below (herein referred to as "Effective Date").

ADCNR:

Christopher M. Blankenship
Commissioner

Date: 5-4-22

APPROVED LEGAL

GRANTEE:

Signature

William S. Stringfellow
Printed Name

Mayor
Title

Reviewed By Accounting

DCNR Accounting Director

EXHIBIT A

State of Alabama
GOMESA Disbursement Justification

Background:

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

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

Project Description:

City of Mobile Riverfront Park Enhancements: Reconnect with the River

A vision for the Riverfront Revitalization, to showcase the Mobile River as a natural resource to the public and bring the community downtown to the Mobile Riverfront, can now be realized with the allocation of GOMESA funding for 2022. This investment can be utilized to complete the first phase of the Mobile Riverfront Revitalization to ensure riverfront infrastructure provides the foundation for obtaining this vision and compliments completed and on-going efforts such as the Water Street improvements, Cooper Park updates, Hall of Fame Statue Plaza, and strategic riverside events.

The funding will allow for the implementation of major project components identified in the conceptual plan (Figure 1). Foundational infrastructure elements, critical to meet the fundamental goals of public usability and safety of the Riverfront, will be prioritized. The GOMESA project scope focuses on the planning, engineering, design, and construction for several elements identified below within (A) Northern Riverfront Plaza, (B) Riverfront Connection, and (C) Great Lawn. The Water Street elements are funded separately and represented within this document to show the connectivity of project elements.

Foundational infrastructure elements will be developed to meet the fundamental goals and to allocate the awarded GOMESA funding):

A. Lay the foundation for public-private partnerships for riverfront development (Northern Riverfront Plaza).

B. Enhance safety and waterfront access around the Convention Center from the Northern Riverfront Plaza to Cooper Riverside Park (creating the loop), while connecting people to the River (**Riverfront Connection**).
C. Create a functional riverfront park space on which to grow future amenities for revitalization (**Great Lawn**).

A. Northern Riverfront Plaza

The Northern Riverfront Plaza vision is to attract developers to foster public-private partnerships for riverfront attractions such as restaurants and shops. Important infrastructure improvements are required to prepare the site for commercial development and increase attractiveness for developers.

The following are required features in the element:

- **Locate and stub out utilities (water, sewer, and electric) for commercial development (#2)**
- **Reclaim approximately 558 SF of submerged lands along the river (#3)**
- **Install new bulkhead along approximately 174 linear feet of shoreline to support land reclamation (#3)**
- **Preliminary grading**

B. Riverfront Connection

Access to the riverfront becomes easier with the proposed bulkhead addition for the Northern Riverfront Plaza area which provides riverfront access at the north end of the Convention Center. Currently, access has been limited to a narrow walkway along the south end of the Convention Center or through the ground-level parking garage in the north end of the Convention Center. There is currently no direct waterfront access to the second-floor balcony of the Convention Center. A riverfront promenade expansion and a multi-level access feature would allow pedestrians to traverse along the riverfront easily and with a better space to experience the river from multiple vantage points. These improvements would allow use of the riverfront for exercising, recreating, sitting, walking, etc. while enhancing the connection from the Northern Riverfront Plaza to the Cooper Riverside Park. These features can be scaled appropriately for the budget but at a minimum are required to create the much-needed connectivity around this riverfront area from Water Street.

The following are required features in the element:

- **Lighting and architectural improvements along the Convention Center riverfront to enhance user experience and safety (#4)**
- **Stair feature connecting the first and second floor of the Convention Center, offering multi-level riverfront access (#5)**
- **Fixed overwater platform to expand footprint of Convention Center riverfront promenade, support the stair feature, and creating a widened pedestrian path and ground level overlook (#5)**

C. Great Lawn

There is an existing bulkhead south of the Convention Center along the Cooper Riverside Park. The bulkhead was constructed in 1995 and a deck rehabilitation occurred in 2014 according to City-provided documents. The bulkhead requires inspection and potential corresponding rehabilitation based on the results of the inspection. The Great Lawn area behind the bulkhead includes a vision to accommodate larger events, ensuring lines of site for stage events and updated restroom facilities. Daily use of this area would include connectivity to a walking/exercise loop around the Convention Center as well as utilization of the lawn for enjoying the river view. It's imperative to the City that this

area is designed to host special and seasonal events, that become riverside annual traditions.

The following are required features in the element:

- **800 linear feet of bulkhead inspection and improvements (#7)**
- **Multi-purpose event lawn enhancements including the removal of sidewalks to create additional greenspace where future events can be hosted (#8)**

Project Duration:

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

Project Costs

Funding will be provided as two (2) installments. The first (1) installment will be disbursed following execution of the Grant Agreement for this project and submission of an invoice for payment of Allowable Costs. The second (2) installment will be disbursed following receipt of satisfactory verification that all previously disbursed funds were or are being used for Allowable Costs.

Anticipated Costs:

Installment	Category	Estimated Cost
1	Planning, Engineering and Design and Construction Administration	$ 1,000,000.00
2	Construction	$ 7,000,000.00
	Total GOMESA Funding Not to Exceed	$ 8,000,000.00

Category line items above are general descriptions of the type of activities anticipated to be necessary in order to achieve project completion. These categories may include itemized personnel time and/or contract services associated with project activities. In addition, the final costs of project activities may vary from the individual line-item estimates set forth above. However, funding shall in no event exceed the total amount of approved funding for Allowable Costs as set forth pursuant to the Grant Agreement.

Nexus to Authorized Use:

This project meets the criteria set forth in authorized use (a) Projects and activities for the purposes of coastal protection, including conservation, coastal restoration, hurricane protection, and infrastructure directly affected by coastal wetland losses; and (d) Mitigation of the impact of outer Continental Shelf activities through the funding of onshore infrastructure projects.

****

Submitted and Approved By: _____
William S. "Sandy" Stimpson, Mayor
City of Mobile

Figure 1: Mobile Riverfront Conceptual Plan

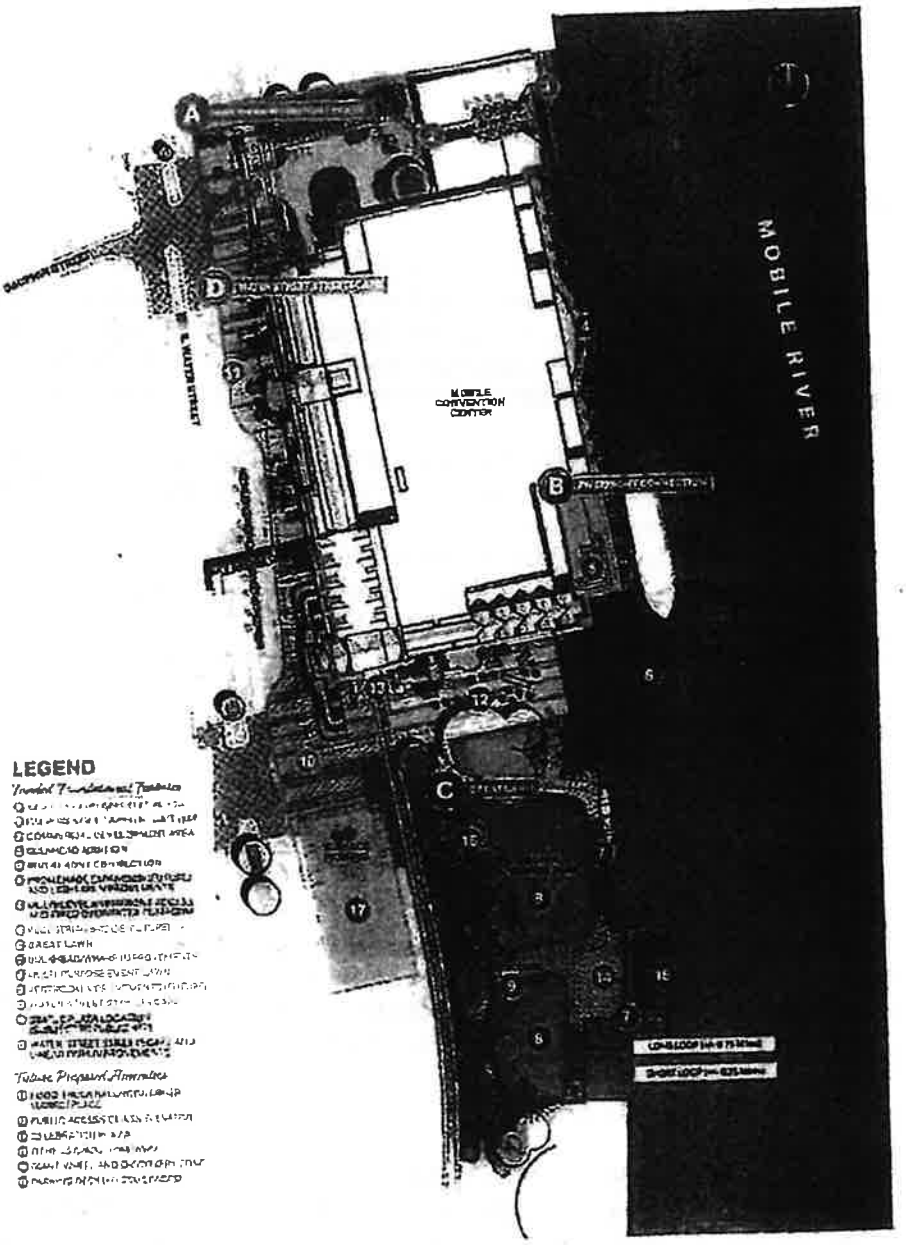


Exhibit No. 2

Amended and Restated
EXHIBIT A

State of Alabama
Gulf of Mexico Energy Security
Act of 2006
Disbursement Justification

Background:

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

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

Project Description:

<u>Mobile Riverfront Park Enhancements Phase I – City of Mobile</u>

The City of Mobile has been dedicating efforts to further improvements at its Mobile Riverfront Park (Cooper Riverside Park) located along the Mobile River. The City will utilize Phase I GOMESA project funding to proceed with engineering and design associated with repairing/replacing failing shoreline stabilization structures along the Great Lawn and South Coffer Cell areas of the Park's Mobile River waterfront and future upland Park amenity enhancements associated with the Great Lawn area of the Park. (See Figure 1 as to location Great Lawn and South Coffer Cell areas).

As a priority implementation action under the Phase I Agreement, the City will complete construction efforts associated with repair/replacement as to ~800 linear feet of the Great Lawn bulkhead and ~55 linear feet along the Sough Coffer Cell. The structural scope of work is to construct a tied-back bulkhead concept for the South Coffer Cell, similar to Great Lawn bulkhead. The proposed concept will also require the temporary removal of the statue above the Cell, demolition and replacement of the fountain behind the Cell, demolition and replacement of decorative masonry walls and the concrete stairs leading from the Cell down to the park to the north. Existing pavement, a light pole, and planter walls within the footprint of the work will also

require demolition and replacement. (See Figure 2 for location of shoreline stabilization activities.) The City's completion of Great Lawn bulkhead construction and ability to initiate implementation of South Coffer Cell stabilization efforts is critical, as citizens and visitors have not had access to the Park's waterfront for an extended period of time due to ongoing safety concerns related to the deteriorated bulkhead and other existing shoreline stabilization structures. Repair and replacement of the waterfront stabilizing structure is essential to prevent shoreline failure and to protect the coastline and downtown Mobile infrastructure against impacts from tropical storms and hurricanes, as well as wave action from activities including those associated with utilization of the Port of Mobile.

While, in light of current cost estimates, construction completion of the South Coffer Cell shoreline stabilization activities will not be fully achieved until after additional Phase II GOMESA project funds become available, the City seeks to leverage available Phase I funding to complete planning, engineering and design, and permitting activities and then initiate construction work associated with shoreline stabilization along the waterfront associated with the South Coffer Cell.

The City's vision as to Park enhancements for public access and recreation includes providing improvements within the upland Great Lawn area behind the shoreline stabilization construction such as expanded green space that will accommodate larger public outdoor events and establish connectivity to a walking/exercise loop around the Mobile Convention Center. (See Figure 2). These types of Park amenities would also enhance the ability for all users to enjoy the river view and gain an appreciation for the importance of conserving the state's unique natural resources. Furthermore, the shoreline stabilization construction activities, while immediately necessary, will result in impacts to the upland Park areas that will require disturbance/repairs that make implementation of upland enhancements a priority action for the City. The ultimate cost and timing of implementation of these amenity improvements/repairs cannot be fully determined until completion of all planning, engineering and design. Accordingly, this planning, engineering and design, and permitting work will be ongoing throughout the Agreement term to prepare for utilization of funding under a Phase II GOMESA project for implementation of upland Park amenity improvements.

The shoreline stabilization effort is critical to halting the adverse ecological impacts currently being experienced due to ongoing erosion issues. In addition to these restoration and conservation outcomes being an important step toward mitigating damage to fish, wildlife and natural resources, a collapse of any segment of the shoreline stabilization structures would cause significant additional natural resource and infrastructure damage that would be far more costly to repair/replace. Furthermore, the shoreline stabilization construction activities will mitigate impacts of outer Continental Shelf activities through the funding of an onshore infrastructure project.

The Mobile Bay National Estuary Program's Comprehensive Conservation & Management Plan (CCMP) for Alabama's Estuaries & Coast 2019-2023 seeks to enhance public access to the water and natural landscapes under Ecosystem Restoration and Protection-5 (ERP-5). In addition, Section 309(a)(3) of the Alabama Coastal Area Management Program (ACAMP) seeks to attain increased opportunities for public access to coastal areas of recreational, historical, aesthetic, ecological, or cultural value. This project will preserve and enhance an important connection to the Mobile River in a populated area of coastal Alabama where public access to the

waterfront and natural resources is limited. This project will enhance public outdoor recreational opportunities not only within the City of Mobile but also across the State of Alabama's coastal communities.

Project Duration:

This project is expected to take approximately 48 months from the Effective Date of the Agreement.

Project Costs:

Funding will be provided to the Grantee as two installments.

The first installment will be disbursed following execution of the Agreement for this project and submission of an invoice for payment of Allowable Costs.

The second installment will be disbursed following submission of an invoice for payment of Allowable Costs that includes (1) satisfactory certification Grantee remains in compliance with insurance requirements established pursuant to Paragraph 19 of the Agreement and (2) satisfactory verification that all previously disbursed funds have been and will be used for Allowable Costs.

Anticipated Costs:

Installment	Category	Estimated Cost
1	Initial Permitting, Engineering, Construction Services & Grant Administration for City's Mobile Riverfront Park Project	$1,000,000
2	Any additional costs related to Permitting, Engineering, Construction Services & Grant Administration associated with elements of the City's Mobile Riverfront Park Project; and Initial Construction Costs associated with Shoreline Stabilization Repairs/Improvements along the Great Lawn and South Coffer Cell Waterfronts.	$7,000,000
	Total GOMESA Funding Not to Exceed	$8,000,000

Category line items above are general descriptions of the type of activities anticipated to be necessary in order to achieve project completion. These categories may include itemized personnel time and/or contract services associated with project activities. In addition, the final costs of project activities may vary from the individual line-item estimates set forth above. However, funding shall in no event exceed the total amount of approved funding for Allowable Costs as set forth pursuant to the Agreement.

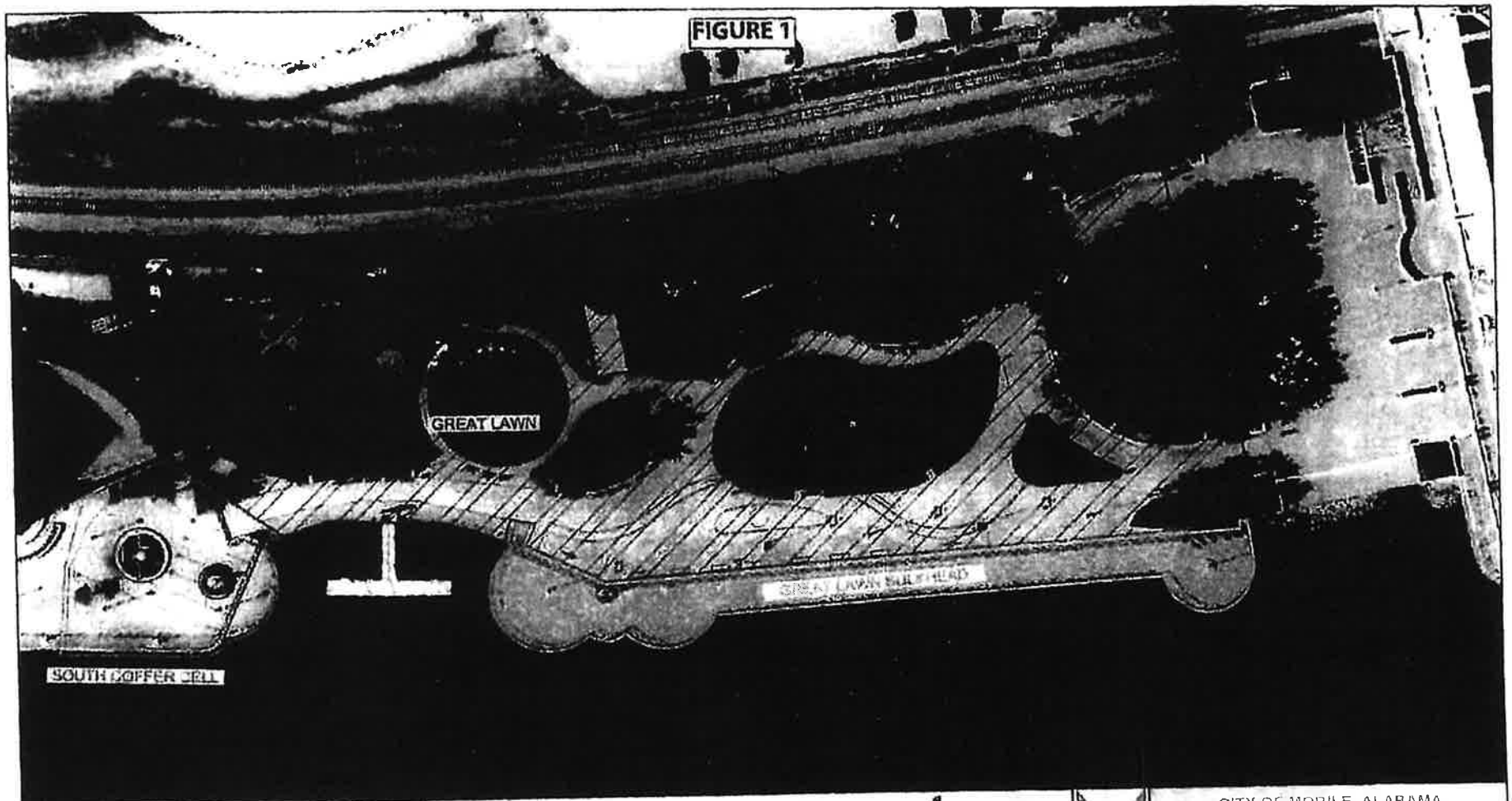
Nexus to Authorized Use:

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

****

Submitted and Approved By:

William S. "Sandy" Stimpson, Mayor
City of Mobile



PHASE COST ESTIMATES

GREAT LAWN BULKHEAD (CURRENTLY UNDER CONSTRUCTION) [illegible]

[illegible]

GREAT LAWN [illegible]

0 25 50 100 Feet

1:576

CITY OF MOBILE, ALABAMA
ENGINEERING DEPARTMENT

MOBILE RIVERFRONT REDEVELOPMENT
GENERAL ARRANGEMENT &
PHASING PLAN

PHASE PLAN	SHEET 1 OF 2	09-27-2024

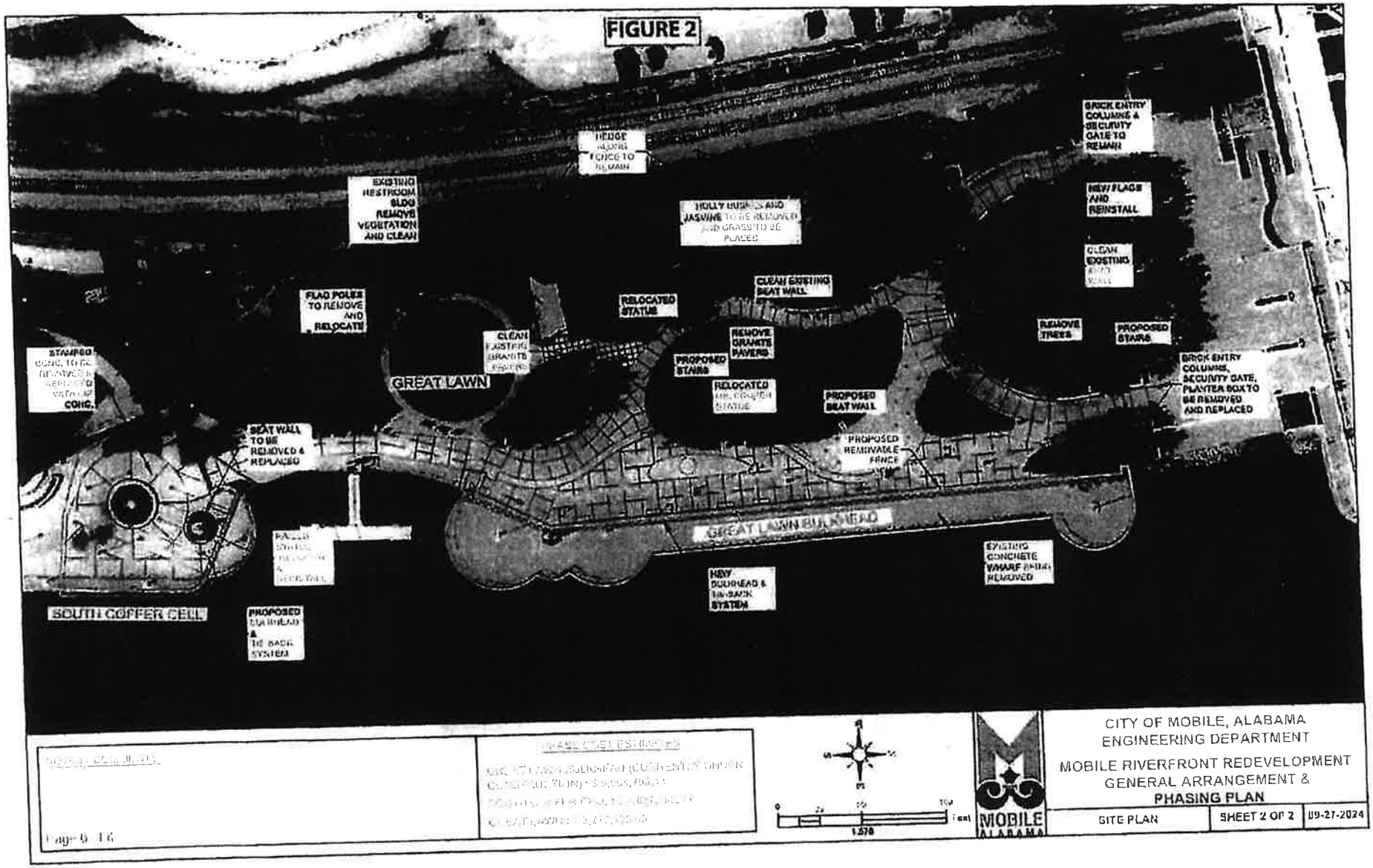


FIGURE 2
HEDGE ALONG FENCE TO REMAIN
EXISTING RESTROOM BLDG REMOVE VEGETATION AND CLEAN
HOLLY BUSHES AND JASMINE TO BE REMOVED AND GRASS TO BE PLACED
BRICK ENTRY COLUMNS & SECURITY GATE TO REMAIN
NEW FLAGS AND REINSTALL
CLEAN EXISTING BEAT WALL
FLAG POLES TO REMOVE AND RELOCATE
RELOCATED STATUE
CLEAN EXISTING BEAT WALL
REMOVE GRANITE PAVERS
PROPOSED STAIRS
RELOCATED MR. COOPER STATUE
REMOVE TREES
PROPOSED STAIRS
BRICK ENTRY COLUMNS, SECURITY GATE, PLANTER BOX TO BE REMOVED AND REPLACED
STAMPED CONC. TO BE REMOVED & REPLACED WITH AP CONC.
GREAT LAWN
PROPOSED BEAT WALL
SEAT WALL TO BE REMOVED & REPLACED
PROPOSED REMOVABLE FENCE
GREAT LAWN BULKHEAD
EXISTING CONCRETE WHARF BEING REMOVED
NEW BULKHEAD & TIE-BACK SYSTEM
SOUTH COPPER CELL
PROPOSED BULKHEAD & TIE BACK SYSTEM
1.570
MOBILE ALABAMA
CITY OF MOBILE, ALABAMA
ENGINEERING DEPARTMENT
MOBILE RIVERFRONT REDEVELOPMENT
GENERAL ARRANGEMENT &
PHASING PLAN
SITE PLAN
SHEET 2 OF 2
09-27-2024

31-272 **2022**

RESOLUTION

Sponsored by: Mayor William S. Stimpson

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 GOMESA Grant Agreement between the State of Alabama Department of Conservation and Natural Resources and the City of Mobile, to provide the planning, engineering, design administration, and construction improvements at Riverfront Park, to execute an Agreement substantially like the contract attached hereto, and to sign any agreements or other documents in connection with the contract, and to perform all acts necessary to effectuate the grant. A copy of said Agreement is on file in the office of the City Clerk.

Adopted: MAR 2 9 2022

City Clerk

ATTACHMENT "J"

ADCNR SUB-WARD GOMESA GRANT AGREEMENT #G-CMRPEII/24/CM

STATE OF ALABAMA)

MOBILE COUNTY)

Grant: G-CMRPEII/24/CM
Amendment No. 1

GOMESA GRANT AGREEMENT
AMENDMENT No. 1

This GOMESA Grant Agreement Amendment No. 1 (hereinafter "Amendment") is made by and entered into between the State of Alabama Department of Conservation and Natural Resources (hereinafter "ADCNR") and the City of Mobile (hereinafter "Grantee") (ADCNR and Grantee collectively hereafter as "Parties").

WHEREAS, ADCNR and Grantee entered into an Agreement effective December 2, 2024, the "Original Agreement" (attached hereto as "Exhibit No. 1"); and

WHEREAS, by this Amendment No. 1, ADCNR and Grantee now desire to amend certain terms and conditions of the Original Agreement;

Pursuant to this Amendment, ADCNR and Grantee agree as follows:

1. Paragraph 7 of the Original Agreement shall be deleted and replaced with the following:

   7. **FUNDING AMOUNT/PAYMENT:** ADCNR agrees to provide advance disbursement of GOMESA funds to Grantee for payment of Allowable Costs pursuant to two payments, for a total Agreement amount not to exceed FOUR MILLION TWENTY-THREE THOUSAND SIX HUNDRED SIXTY-SEVEN DOLLARS and 00/100 ($4,023,667.00), to allow satisfactory completion of all Project Services following full execution of this Agreement and submission by Grantee of an invoice for payment which shall include a reference to the Grant Number identified above. In the event these funds are not fully expended before the end of the Project Performance Period, the Grantee shall return the remaining funds to the ADCNR prior to the end of the Agreement Term in such manner as specified by ADCNR.

2. Paragraph 25 of the Original Agreement shall be deleted and replaced with the following:

   25. NON-APPROPRIATION AND PRORATION: When funds are not appropriated or otherwise made available to support continuation of performance in a subsequent fiscal period, the AGREEMENT shall be cancelled, and, to the extent permissible by law, the GRANTEE shall be reimbursed for the reasonable value of any non-recurring costs incurred but not amortized in the price of the supplies or services delivered under the AGREEMENT. To the extent permissible by law, this cost of cancellation may be paid from any appropriations available for that purpose.

   In the event that proration of appropriated funds from which the State is to pay the supplier is declared by the Governor pursuant to Section 41-4-90 of the Code of Alabama, the GRANTEE shall have the option, in addition to the other remedies of the contract, of renegotiating the contract to extend or change payment terms or amounts or terminating the AGREEMENT. In all circumstances, it is agreed that the terms and commitments of

this AGREEMENT shall not constitute a debt of the State of Alabama in violation of Section 213 of the Constitution of Alabama, as amended.

3. Exhibit A of the Original Agreement shall be deleted and replaced with the Amended and Restated Exhibit A, attached hereto as "Exhibit No. 2".

4. All other terms and conditions of the Original Agreement remain in full force and effect.

IN WITNESS WHEREOF, ADCNR and the Grantee have executed this Amendment No. 1 as of the date of the ADCNR Commissioner's signature below:

RECOMMENDED:

Patricia Powell McCurdy
Director
State Lands Division

STATE OF ALABAMA
Department of Conservation
and Natural Resources

Christopher M. Blankenship
Commissioner

Date: 6-17-25

APPROVED BY LEGAL

City of Mobile

William S. Stimpson, Mayor

Reviewed By Accounting

DCNR Accounting Director

Exhibit No. 1

STATE OF ALABAMA)

ADCNR GRANT#: G-CMRPEII/24/CM

MOBILE COUNTY)

GOMESA GRANT AGREEMENT

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

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

1. **PROJECT PURPOSE AND IDENTITY:** The purpose of the Agreement is to provide funding under the Gulf of Mexico Energy Security Act of 2006 (GOMESA) to Grantee, in accordance with the authorized uses and purposes set forth in GOMESA, leverage Phase I funding to complete shoreline stabilization efforts and amenity enhancements at Riverfront Park in Mobile, AL as described in the Disbursement Justification attached as Exhibit A ("Project").

2. **CERTIFICATION OF AUTHORIZED USES FOR PROJECT SERVICES:** Grantee warrants and represents that it will only use the GOMESA funds provided under this Agreement in accordance with approved GOMESA uses and consistent with all applicable state and federal laws. Specifically, Grantee will use these funds for projects that satisfy one or more of the following authorized uses:

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

3. **PROJECT SERVICES:** Grantee warrants and represents that it will use the GOMESA funds provided under this Agreement in accordance with approved GOMESA uses and consistent with all applicable state and federal laws. Furthermore, Grantee shall provide, in accordance with all applicable laws, executive orders, codes, regulations, etc., all the necessary labor, materials, services, and facilities to successfully complete the Project and fulfill all requirements of this Agreement including, but not limited to, requirements as set forth in Paragraphs 9 and 14.

4. **PROJECT PERFORMANCE PERIOD:** The Project Performance Period shall begin on the date of the Commissioner's signature ("Project Commencement Date") and end on November 15, 2026.

5. **AGREEMENT TERM:** The Agreement Term for the fulfillment of all Project Services shall begin on the date of the Commissioner's signature ("Effective Date") and end ninety (90) days after the end of the Project Performance Period, unless extended in writing by ADCNR by amendment as provided herein.

6. **NOTICE TO PROCEED:** Grantee shall proceed with performing Project Services upon receipt of a fully executed Agreement which has been approved by the appropriate State of Alabama officials.

7. **FUNDING AMOUNT/PAYMENT:** ADCNR agrees to provide advance disbursement of GOMESA funds to Grantee for payment of Allowable Costs pursuant to two payments, for a total Agreement amount not to exceed THREE MILLION TWENTY-THREE THOUSAND SIX HUNDRED SIXTY-SEVEN DOLLARS and 00/100 ($3,023,667.00), to allow satisfactory completion of all Project Services following full execution of this Agreement and submission by Grantee of an invoice for payment which shall include a reference to the Grant Number identified above. In the event these funds are not fully expended before the end of the Project Performance Period, the Grantee shall return the remaining funds to the ADCNR prior to the end of the Agreement Term in such manner as specified by ADCNR.

8. **CONTINGENCY/ FUNDING AVAILABILITY:** Grantee acknowledges and agrees that the commencement and continuation of funding pursuant to this Agreement shall be specifically contingent upon the receipt and availability of GOMESA funding for this Project.

9. **ALLOWABLE COSTS:** Allowable Costs allowed under this Agreement shall be determined in accordance with Exhibit A, subject to all requirements of GOMESA, local, state, and federal laws, as well as other applicable requirements, including the following:

a. Grantee agrees that any expenditure related to any type of lower tier contract or subaward support prior to execution of a written agreement for such purpose may not qualify as an Allowable Cost.

b. Grantee shall immediately notify ADCNR in writing in the event, subsequent to execution of this Agreement, it receives other financial assistance to support or fund any activity related to Project Services. Grantee further agrees that no costs funded by such other sources constitute Allowable Costs to be funded pursuant to this Agreement.

c. Grantee acknowledges that no pre-award costs or other costs incurred prior to the Effective Date of this Agreement shall constitute Allowable Costs, unless it receives express written approval from ADCNR.

d. Grantee agrees that all disbursed funds shall be expended solely for Allowable Costs and that the amount of any expenditure determined by ADCNR not to constitute an Allowable Cost shall be immediately returned to ADCNR in such manner as specified by ADCNR.

10. **REPORTS:** Grantee agrees to submit semi-annual financial and performance reports no later than April 30 and October 30 of each year following execution of this Agreement. The semi-annual reports shall provide supporting documentation detailing Allowable Cost expenditures and Project activities during the reporting period. The Grantee further agrees to submit a Completion Report no later than ninety (90) days after the end of the Project Performance Period. The Completion Report must include a summary financial report detailing Project expenditures and a certification confirming both that Grantee has completed all Project Services and that all expenditures by Grantee of funds received pursuant to this Agreement constituted Allowable Costs. The Completion Report shall include supporting documentation establishing the Allowable Costs as to all expenditures, documents necessary to evidence successful Project completion, and any other documents to be maintained by ADCNR for purposes of recordkeeping and audit compliance. Additionally, if requested by ADCNR, data and reports generated or compiled within the scope of this Agreement shall be provided in digital format as may be specified by ADCNR. Grantee agrees that failure to submit such reports in a timely manner may result in the termination of this Agreement. All reports and correspondence submitted to ADCNR in connection with this Agreement shall be identified by the Grant Number identified above and shall be sent to the following:

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

11. **INDEMNIFICATION AND HOLD HARMLESS:**

a. Subject to the limitations stated hereinbelow, Grantee agrees to protect, defend, indemnify, save and hold harmless the State of Alabama and ADCNR, and any and all of their officers, agents, and employees, from and against any and all claims, demands, expense and liability arising out of injury or death to any person, or the damage, loss or destruction of any property, which may occur or in any way grow out of, any act or omission of ADCNR, its officers, agents, and employees, the Grantee, and the Grantee's agents, servants, employees, and subcontractors. Grantee's obligation and duty to protect, defend, indemnify, save and hold harmless ADCNR and its agents and employees shall include and extend to any and all costs, expenses, attorney fees, judgements, awards, and settlements incurred by the parties or their agents or employees as a result of any claims, demands, and/or causes of action arising out of the performance of the obligations or objectives set forth herein. Grantee agrees to investigate, handle, respond to, provide defense for and defend any such claims, demand, or suit at its sole expense and agrees to bear all other costs and expenses related thereto, even if the claims are groundless, false or fraudulent. Nothing contained in this agreement shall be deemed to constitute, either as to the State of Alabama or as to third parties, a waiver of any statutory damages caps set forth in Sections 11-47-190 and 11-93-2, Code of Alabama (1975), as the same may be amended from time to time, and in any other statutes and case law otherwise available to the City.

b. Grantee further agrees it releases from liability and waives its right to sue the State of Alabama and ADCNR, and their officers, agents, and employees, regarding any and all claims resulting in any physical injury, economic loss, or other damage or loss as a result of or related in any way to the Agreement.

c. The provisions of this Paragraph shall survive the Agreement Term and remain a continuing obligation of Grantee.

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

13. **ASSIGNMENT / AMENDMENT:** Grantee shall not assign or otherwise transfer any interest in this Agreement without the prior written consent of ADCNR. ADCNR may from time to time, request amendments to various provisions of this Agreement. Such

amendments, which are mutually agreed upon between ADCNR and Grantee, must be in writing and approved by all signatory/authorities prior to becoming effective.

14. **CLOSEOUT PROCESS:** The closeout process is the final reconciliation and reporting of program expenses and activities. This involves reviewing program expenditures and completion of deliverables, resolving any open commitments, collecting subrecipient documents, and submitting the required final reports, while adhering to the schedule developed by ADCNR. Grantee shall promptly finalize the closeout process upon the conclusion of the Project Performance Period. Any remaining payments or amounts otherwise due to Grantee may be withheld until all closeout documents and deliverables have been received by ADCNR.

15. **TITLE VI AND EQUAL EMPLOYMENT OPPORTUNITY:** The Grantee will comply with Title VI of the Civil Rights Act of 1964 (P.L. 88-352) and all requirements issued pursuant to that title. In accordance with Title VI of that Act, no person in the United States shall, on the ground of race, color, or national origin be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity funded by this Agreement.

16. **SUCCESSORS AND ASSIGNS:** This Agreement shall be binding upon the successors and assigns of the respective Parties hereto.

17. **COMPLIANCE WITH LAWS:** The Grantee shall comply with all applicable laws, ordinances, regulations, and codes of the federal, state, and local governments in the performance of this Agreement. Grantee shall procure all applicable federal, state, and local permits and shall pay all said fees. Grantee further agrees and acknowledges that the ADCNR is relying upon the Grantee to maintain compliance with all provisions of GOMESA in connection with Project Services and related activities and expenditures.

18. **TAX / ASSESSMENT RESPONSIBILITY:** Grantee hereby agrees that the responsibility for payment of any taxes or assessments associated with the Project shall be the Grantee's obligation and shall be identified under the appropriate Tax Identification Number.

19. **ACCESS TO RECORDS:** The State of Alabama, through ADCNR auditors and/or Alabama Examiners of Public Accounts, and the Federal Government, through any of their duly authorized representatives, shall be entitled to audit the books, documents, papers, records of the Grantee, and any lower tier recipients which are reasonably related to this Agreement. Grantee agrees to assist with any such audit as requested by ADCNR and further agrees to the following:

a. Grantee shall maintain all books, documents, papers, accounting records, and other evidence pertaining to costs incurred and shall make such materials available at their respective offices at all reasonable times during the Agreement period and for six (6) years after date of final payment under this Agreement or as otherwise required pursuant the Department of Conservation and Natural Resources Records Disposition Authority (requirements current as of date of this Agreement available at: https://archives.alabama.gov/officials/rdas/conservation_rda.pdf), whichever period expires later, for inspection by any of the above entities, and copies thereof shall be furnished, if requested.

b. Pursuant to Alabama Act No. 94-414, Grantee must forward a copy of every audit report issued in connection with funding provided under this Agreement where public funds are received and/or disbursed to: Department of Examiners of Public Accounts, P. O. Box 302251, Montgomery, Alabama 36130-2251, ATTN: Audit Report Repository; or to Central.Records@Examiners.Alabama.gov. Grantee shall also simultaneously therewith forward a copy of same to ADCNR.

c. The provisions of this Paragraph shall survive the Agreement Term and remain a continuing obligation of Grantee.

20. **INSURANCE:** Grantee is self-insured for general liability purposes. Grantee shall, at all times during the term of this lease, maintain sufficient cash reserves dedicated to the payment of claims, and maintain the present financial ability to pay claims, in the amount of $100,000.00 for injury to or death of one person; $300,000.00 for injury or death to more than one person growing out of one accident; and $100,000.00 for property damage loss.

21. **TERMINATION:** In addition to terms of Paragraphs 8, 25, and 37, this Agreement may be terminated as follows:

a. If, in the determination of ADCNR, Grantee fails to fulfill in timely and proper manner its obligations under this Agreement or violates any of the covenants, agreements or stipulations of this Agreement, ADCNR, in addition to all other available remedies, shall thereupon have the right to terminate this Agreement by giving written notice to Grantee, pursuant to Paragraph 32, of such termination and specifying the effective date thereof, at least fifteen (15) days before the effective date. In that event, at the option of ADCNR, all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs, and reports or other material prepared by Grantee under this Agreement shall become the property of ADCNR.

b. ADCNR may terminate this Agreement at any time without cause by giving written notice to Grantee, pursuant to Paragraph 32, of such termination and specifying the effective date thereof, at least thirty (30) days before the effective date. In that event, at the option of ADCNR, all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs, and reports or other material prepared by Grantee under this Agreement shall become the property of ADCNR.

c. If the Agreement is terminated by ADCNR, as provided herein, Grantee shall promptly submit a statement detailing the actual services performed and associated Allowable Costs to date of termination. The Grantee shall immediately return any remaining funds to ADCNR in such manner as specified by ADCNR.

22. **PRESS / EVENTS:** Grantee shall notify the ADCNR of the location, date, and time of any press conferences, press releases, etc. related to this Project at least five (5) working days prior to the scheduled event or release.

23. **CONFLICT OF INTEREST CERTIFICATION:** The Grantee by his/her/its signature, certifies to the best of his/her/its knowledge and belief, no conflicts of interest existed or now exist which have, may have or have had any effect on this Agreement or any expenditure of funds associated with this Agreement. In addition, in the event Grantee cannot maintain this certification at any point during the Agreement Term, Grantee shall immediately notify ADCNR in writing at the address set forth in Paragraph 32 and suspend performance of services under this Agreement as well as any expenditure of funds under this Agreement until the potential conflict of interest is resolved to ADCNR's satisfaction.

24. **NONDISCRIMINATION:** Grantee agrees to comply with all federal and state laws which prohibit discrimination, including on the basis of race, color, religion, age, sex, pregnancy, national origin, genetic information, veteran status or disability.

25. **PRORATION:** In the event of the proration of the fund from which payment under this Agreement is to be made, the Agreement will be subject to termination.

26. **NOT A DEBT OF THE STATE:** It is agreed that the terms and commitments contained herein shall not be constituted as a debt of the State of Alabama in violation of Article 11, Section 213 of the Constitution of Alabama, 1901, as amended by Amendment Number 26. It is further agreed that if any provision of this Agreement shall contravene any statute or constitutional provision or amendment, either now in effect or which may, during the course of this Agreement, be enacted, then that conflicting provision in the Agreement shall be deemed null and void.

27. **ALTERNATIVE DISPUTE RESOLUTION:** In the event of any dispute between the Parties, senior officials of both Parties shall meet and engage in a good faith attempt to

resolve the dispute. Should that effort fail and the dispute involves the payment of money, a party's sole remedy is the filing of a claim with the Board of Adjustment of the State of Alabama. For any and all other disputes arising under the terms of this Agreement which are not resolved by negotiation, the Parties agree to utilize appropriate forms of non-binding alternative dispute resolution including, but not limited to, mediation. Such dispute resolution shall occur in Montgomery, Alabama, utilizing where appropriate, mediators selected from the roster of mediators maintained by the Center For Dispute Resolution of the Alabama State Bar.

28. **IMMIGRATION:** By signing this Agreement, the Grantee affirms, for the duration of the Agreement, that it will not violate federal immigration law or knowingly employ, hire for employment, or continue to employ an unauthorized alien within the State of Alabama. Furthermore, if found to be in violation of this provision, Grantee shall be deemed in breach of the Agreement and shall be responsible for all damages resulting therefrom.

29. **NOT ENTITLED TO MERIT SYSTEM:** Grantee understands and agrees that nothing in this Agreement entitles Grantee to any benefits of the Alabama State Merit System.

30. **BOYCOTT:** In compliance with Alabama Act No. 2016-312, Grantee hereby certifies that it is not currently engaged in, and will not engage in, the boycott of a person or an entity based in or doing business with a jurisdiction with which the State can enjoy open trade.

31. **ECONOMIC BOYCOTT:** In compliance with Ala. Act No. 2023-409, by signing this Agreement, Grantee provides written verification that Grantee, without violating controlling law or regulation, does not and will not, during the term of the Agreement engage in economic boycotts as the term "economic boycott" is defined in Section 1 of the Act.

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

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

To ADCNR:

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

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

To Grantee:

City of Mobile
Attention: William S. Stimpson, Mayor
P.O. Box 1827
Mobile, AL 36633-1827

33. **SEVERABILITY:** In the event any terms or provisions of this Agreement are deemed to be invalid or unenforceable, such invalidity or unenforceability shall not affect the validity or enforceability of the remaining terms or provisions hereof.

34. **GOVERNING LAW / SOVEREIGN IMMUNITY:** This Agreement and related matters shall be construed in accordance with and governed by the substantive and adjective laws of the State of Alabama, including but not limited to the State's right of immunity from suit as provided by Article 1 Section 14 of the Official Recompilation of the Constitution of Alabama of 1901, as amended, without regard to its conflicts of law provisions.

35. **CHOICE OF LAW / VENUE:** Grantee agrees that the laws of the State of Alabama shall govern and be controlling and binding over the provisions of the rights herein granted, and that, notwithstanding any provision to the contrary, the venue of any legal action brought in connection herewith shall be the Circuit Court of Montgomery County, Alabama.

36. **ENFORCEMENT OF RIGHTS AND OBLIGATIONS:** Failure of ADCNR to strictly or promptly enforce the rights and obligations herein shall not operate as a waiver thereof.

37. **FORCE MAJEURE:** In the case of a Force Majeure Event as defined herein, ADCNR reserves the right to immediately terminate the Agreement without prior notice to Grantee. Should this occur, neither party shall be liable for or be considered in breach of this Agreement due to any failure to perform its obligations as a result of a cause beyond its control, including, without limitation: (i) acts of God; (ii) flood, fire or explosion; (iii) actions, embargoes, quarantines, or blockades in effect on or after the date of this Agreement; (iv) national, state, or regional emergency whether ongoing or occurring on or after the date of this Agreement; (v) public health emergencies, outbreak, epidemic, or pandemic, whether ongoing or occurring on or after the date of this Agreement, including, without limitation, COVID-19; or (vi) any other event which is beyond the reasonable control of such party (each of the foregoing, a "Force Majeure Event").

38. **NO AGENCY:** By entering into this Agreement, Grantee understands and agrees it is not an agent of the State, its officers, employees, agents or assigns. The Grantee is an

independent entity from the State and nothing in this Agreement creates an agency relationship between the Parties.

39. **COUNTERPARTS:** This Agreement may be executed in two or more counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument.

40. **SUPERSEDES:** ADCNR and grantee represent that this Agreement supersedes all proposals, oral and written, all previous contracts, agreements, negotiations, and all other communications between the parties with respect to the subject matter hereof.

41. **REVIEW AND EXECUTION:** Grantee acknowledges and agrees that it has had the opportunity to seek legal counsel in connection with reviewing and executing this Agreement. Accordingly, any rule of law or legal decision potentially requiring interpretation of any claimed ambiguity in this Agreement against the drafting party shall have no application and is expressly waived by Grantee

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

ADCNR:

Christopher M. Blankenship
Commissioner

Date: 12-2-24

GRANTEE:

William S. Simpson
2024.11.20 08:46:05 -06'00'

Signature

Printed Name

Title

Reviewed by Accounting

ADCNR Accounting

EXHIBIT A

State of Alabama
Gulf of Mexico Energy Security
Act of 2006 Disbursement
Justification

Background:

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

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

Project Description:

Mobile Riverfront Park Enhancements Phase II – City of Mobile

The City of Mobile has been dedicating efforts to further improvements at its Mobile Riverfront Park (Cooper Riverside Park) located along the Mobile River. The City has been utilizing Phase I GOMESA project funding (G-CMRPE/21/CM) to further planning, engineering & design, and permitting associated with repairing/replacing failing shoreline stabilization structures along the Great Lawn and South Coffer Cell areas of the Park's Mobile River waterfront as well as future upland Park amenity enhancements associated with the Great Lawn area of the Park. (See Figure 1 as to location Great Lawn and South Coffer Cell areas.) As priority implementation actions pursuant to its Phase I funding, the City will be completing construction work associated with repair/replacement as to ~800 linear feet of a bulkhead shoreline stabilization structure along the Great Lawn waterfront and initiating an additional ~55 linear feet of stabilizing construction along the South Coffer Cell. The structural scope of work is to construct a tied-back bulkhead concept for the South Coffer Cell, similar to Great Lawn bulkhead. The proposed concept will also require the temporary removal of the statue above the Cell, demolition and replacement of the fountain

behind the Cell, demolition and replacement of decorative masonry walls and the concrete stairs leading from the Cell down to the Park to the north. Existing pavement, a light pole, and planter walls within the footprint of the work will also require demolition and replacement. (See Figure 2 for location of shoreline stabilization activities.)

This Phase II project funding will leverage Phase I funding to achieve construction completion associated with shoreline stabilization along the South Coffer Cell waterfront and also achieve completion as to upland Park amenity enhancements. (See Figure 2) The City's completion of South Coffer Cell shoreline stabilization efforts is critical, as citizens and visitors have not had full access to the Park's waterfront for an extended period of time due to ongoing safety concerns related to the deteriorated condition of existing shoreline stabilization structures. In addition, repair/replacement of the waterfront stabilizing structure is essential to prevent shoreline failure and to protect the coastline and downtown Mobile infrastructure against impacts from tropical storms and hurricanes, as well as wave action from activities including those associated with utilization of the Port of Mobile.

The shoreline stabilization construction activities, while immediately necessary, will result in impacts to the upland Park areas that will require disturbance/repairs that make completion of upland enhancements a priority action for the City. The City's broader vision as to Park enhancements for public access and recreation includes providing improvements within the upland Great Lawn area behind the shoreline stabilization construction. While the planning, design, and permitting activities are underway with Phase I funding, implementation of upland Great Lawn enhancements could not be initiated until shoreline stabilization construction approached or achieved completion. Accordingly, Phase II funding will be utilized to implement enhancements such as expanded green space that will accommodate larger public outdoor events and establish connectivity to a walking/exercise loop around the Mobile Convention Center.

More specifically, the new waterfront bulkhead concept under construction integrates a closer shoreline experience with an upper (+5.5) elevation and a lower (+3.5) elevation centered within the common Park space. The anticipated park site design will feature sidewalk pavement integrating the bulkhead with a curvilinear seat wall feature. Additional upland areas of the Park will be enhanced with a new concrete paver walking path. As required, existing seat walls, granite edge pavers, etc., will be altered, repaired or removed allowing integration and accessibility for park users. Overall, existing perimeter security fencing, new bulkhead handrails, boat vessel mooring cleats, architectural bollards, architectural light poles, etc., are being reinstalled, replaced or added as part of implementing these anticipated enhancements. In addition, an expanded green space will provide the City with the ability to accommodate larger public outdoor events at the Park and in conjunction with activities at the Mobile Convention Center. (See Figure 2 as to Upland Amenity Enhancements.) These types of Park amenities will enhance the opportunity for users of all abilities to enjoy the river view and gain an appreciation for the importance of conserving the state's unique natural resources.

Completion of shoreline stabilization efforts is critical to halting the adverse ecological impacts currently being experienced due to ongoing erosion issues. In addition to these restoration and conservation outcomes being an important step toward mitigating damage to fish, wildlife and natural resources, a collapse of any segment of the shoreline stabilization structures would cause significant additional natural resource and infrastructure damage that would be far more costly to repair/replace. Furthermore, completion of the shoreline stabilization construction activities will mitigate impacts of outer Continental Shelf activities through the funding of an onshore infrastructure project.

The Mobile Bay National Estuary Program's Comprehensive Conservation & Management Plan (CCMP) for Alabama's Estuaries & Coast 2019-2023 seeks to enhance public access to the water and natural landscapes under Ecosystem Restoration and Protection-5 (ERP-5). In addition, Section 309(a)(3) of the Alabama Coastal Area Management Program (ACAMP) seeks to attain increased opportunities for public access to coastal areas of recreational, historical, aesthetic, ecological, or cultural value. This project will preserve and enhance an important connection to the Mobile River in a populated area of coastal Alabama where public access to the waterfront and natural resources is limited. This project will enhance public outdoor recreational opportunities not only within the City of Mobile but also across the State of Alabama's coastal communities.

Project Duration:

This project is expected to take approximately twenty-four (24) months from the execution of the Agreement.

Project Costs:

Funding will be provided to the Grantee as two installments.

The first installment will be disbursed following execution of the Agreement for this project and submission of an invoice for payment of Allowable Costs that includes (1) satisfactory certification Grantee remains in compliance with insurance requirements established pursuant to Paragraph 20 of the Agreement; (2) satisfactory verification that all engineering & design is complete; (3) satisfactory verification that sufficient funding is in place to achieve project completion as to South Coffee Cell stabilization work; and (4) satisfactory verification that all previously disbursed funds under Phase I and Phase II, if any, have been and will be used for Allowable Costs.

The second installment will be disbursed following submission of an invoice for payment of Allowable Costs that includes (1) satisfactory certification Grantee remains in compliance with insurance requirements established pursuant to Paragraph 20 of the Agreement; (2) satisfactory verification that all engineering & design as to the Upland Amenity Enhancements within the Great Lawn area is complete; (3) satisfactory verification that sufficient funding is in place to achieve

project completion as to the Upland Park Amenity Enhancements within the Great Lawn area; and (4) satisfactory verification that all previously disbursed funds under Phase I and Phase II, if any, have been and will be used for Allowable Costs.

Anticipated Costs:

Installment	Category	Estimated Cost
1	Additional costs in addition to Phase I funding related to Construction Services, Grant Administration, and Construction Costs associated with Shoreline Stabilization Repairs/Improvements along the South Coffer Cell Waterfront.	$745,000
2	Additional costs in addition to Phase I funding related to Construction Services, Grant Administration, and Implementation costs associated with Upland Amenity Enhancements to the Great Lawn area.	$2,278,667
	Total GOMESA Funding Not to Exceed	$3,023,667

Category line items above are general descriptions of the type of activities anticipated to be necessary in order to achieve project completion. These categories may include itemized personnel time and/or contract services associated with project activities. In addition, the final costs of project activities may vary from the individual line-item estimates set forth above. However, funding shall in no event exceed the total amount of approved funding for Allowable Costs as set forth pursuant to the Grant Agreement.

Nexus to Authorized Use:

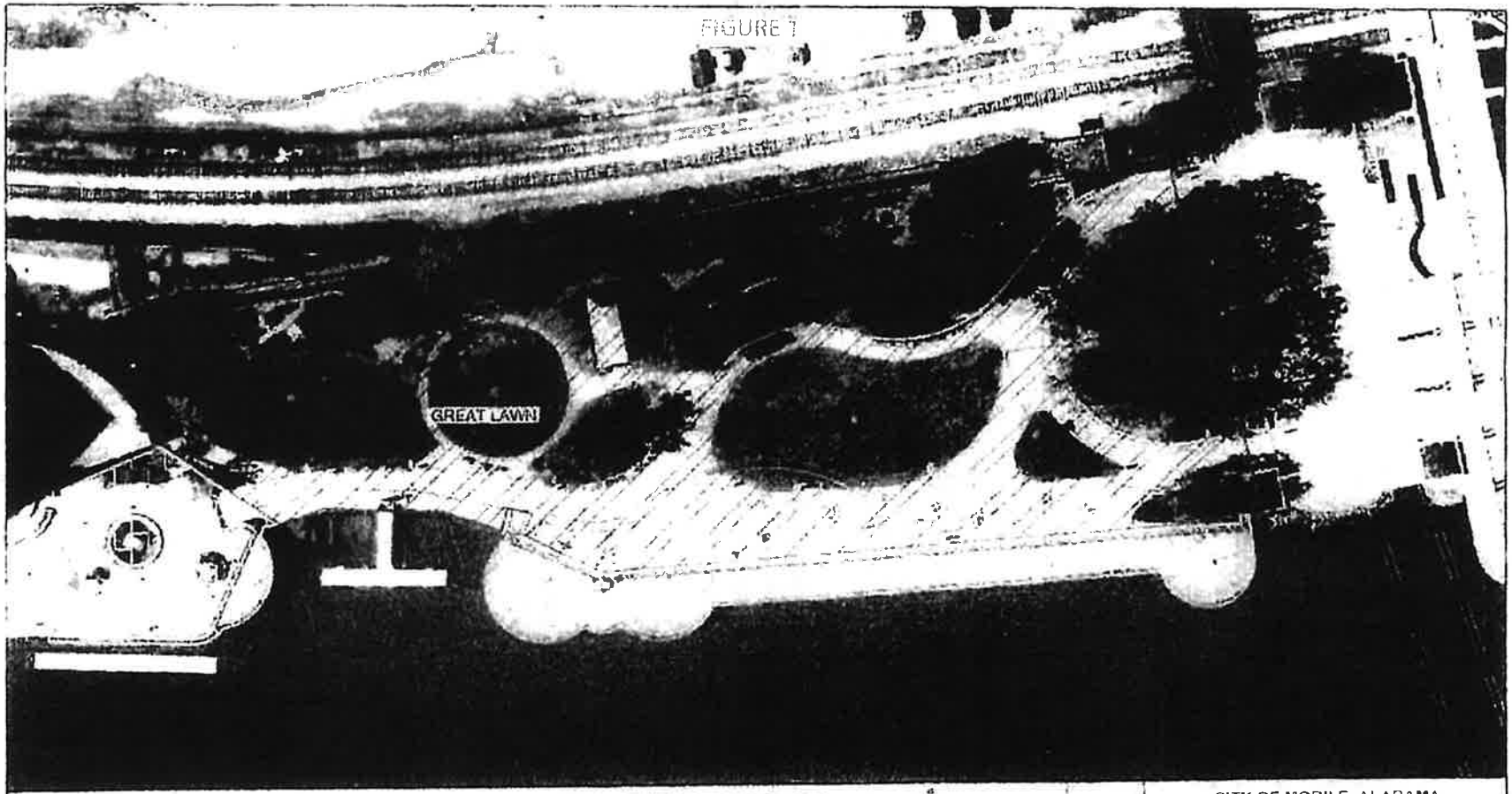
This project meets the criteria set forth in authorized uses: (a) Projects and activities for the purposes of coastal protection, including conservation, coastal restoration, hurricane protection, and infrastructure directly affected by coastal wetland losses; (b) Mitigation of damage to fish, wildlife,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

Submitted and Approved By:

William S. Stimpson
2024.11.20 08:47:29
-05'00'

William S. Stimpson, Mayor
City of Mobile

FIGURE 1



NOTES / COMMENTS

G-CMRPEII/24/CM
Page 15 of 16

PHASE COST ESTIMATES

GREAT LAWN BULKHEAD (CURRENTLY UNDER CONSTRUCTION) $ 5,864,796.14

SOUTH COFFER CELL $ 1,827,362.53

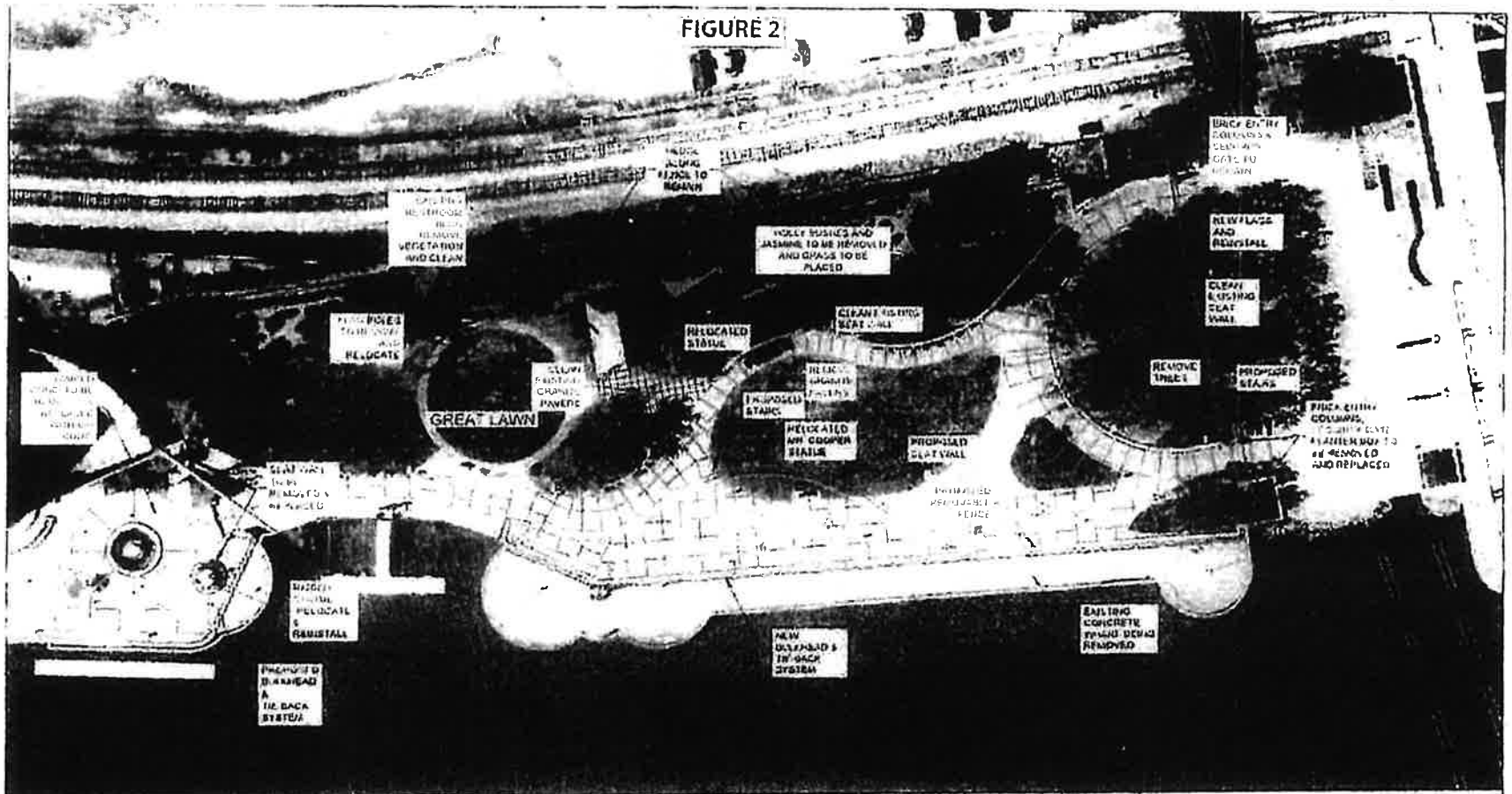
GREAT LAWN $ 2,272,105.00

CITY OF MOBILE, ALABAMA
ENGINEERING DEPARTMENT

MOBILE RIVERFRONT REDEVELOPMENT
GENERAL ARRANGEMENT &
PHASING PLAN

PHASE PLAN	SHEET 1 OF 2	09-27-2024

FIGURE 2



NOTES / COMMENTS

G-CMRPF/MAC
Page 16 of 16

PHASE COST ESTIMATES

GREAT LAWN BULKHEAD (CURRENTLY UNDER CONSTRUCTION) $ 5,884,795.14

SOUTH COOPER CELL $ 1,927,962.51

GREAT LAWN $ 2,[illegible]

CITY OF MOBILE, ALABAMA
ENGINEERING DEPARTMENT

MOBILE RIVERFRONT REDEVELOPMENT
GENERAL ARRANGEMENT &
PHASING PLAN

SITE PLAN	SHEET 2 OF 2	09-27-2024

01-1011 2024

RESOLUTION

Sponsored by: Mayor William S. Stimpson

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 GOMESA Grant Agreement between the City of Mobile and the Alabama Department of Conservation and Natural Resources (ADCNR), or one worded substantially the same, for Mobile Riverfront Park Enhancements, and to take all actions necessary to effectuate said Agreement, as outlined in the Agreement attached hereto and made a part hereof as though set forth in full.

Adopted: OCT 29 2024

Lara Papenbrock

City Clerk

Amended and Restated
EXHIBIT A

State of Alabama
GOMESA
Disbursement Justification

Background:

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

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behind the Cell, demolition and replacement of decorative masonry walls and the concrete stairs leading from the Cell down to the Park to the north. Existing pavement, a light pole, and planter walls within the footprint of the work will also require demolition and replacement. (See Figure 2 for location of shoreline stabilization activities.)

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Anticipated Costs:

Installment	Category	Estimated Cost
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2	Additional costs in addition to Phase I funding related to Construction Services, Grant Administration, and Implementation costs associated with Upland Amenity Enhancements to the Great Lawn area.	**$2,278,667**
	Total GOMESA Funding Not to Exceed	**$4,023,667**

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****

Submitted and Approved By:

William S. Stimpson, Mayor
City of Mobile

CITY OF MOBILE
Programs and Project Management
205 Government Street, 2nd Floor
Mobile, AL 36602

PROJECT: Mobile Riverfront Redevelopment, Cooper Riverside Park, Great Lawn Upgrades

CHANGE ORDER NO: ONE (1)

PROJECT NO:	PR-029-22	**DATE:**	February 4, 2026
TO CONTRACTOR:	PL Russell, LLC.	**CONTRACT DATE:**	November 24, 2025
ADDRESS:	251 Saint Anthony St., Mobile, AL 36603		

TERMS: You are hereby authorized to make the following changes hereto:
1. Increase the contract amount to $2,879,719.68.
2. Complete the change in scope as referenced in the attachments.
3. No change to the contract completion date.

THE CONTRACT HAS CHANGED AS FOLLOWS:

Original Contract Sum	$2,759,500.00
Net change by previously authorized Change Orders	$0
Contract Sum prior to Change Order No.1	$2,759,500.00
Contract Sum will be INCREASED by Change Order No.1 in the amount of	$120,219.68
New Contract Sum including this Change Order will be	$2,879,719.68

The Contract Sum as of this Change Order No.1 therefore is $2,879,719.68.

NOT VALID UNTIL SIGNED BY THE CONTRACTOR AND OWNER

ATTEST:

PL Russell, LLC. / Responsible Official

2/11/2026
Date

Digitally signed by Spiro N. Cheriogotis
Date: 2026.03.11 09:25:26 -05'00'

Spiro N. Cheriogotis, Mayor

ATTEST

City Clerk

MOBILE
ALABAMA

JUSTIFICATION FOR CHANGE ORDER

PROJECT:	MOBILE RIVERFRONT REDEVELOPMENT, COOPER RIVERSIDE PARK, GREAT LAWN UPGRADES
CHANGE ORDER NO:	ONE (1)
CONTRACTOR:	PL RUSSELL, LLC.
PROJECT NO:	PR-029-22
MUNIS PROJECT NO.:	G-GOMESA
CONTRACT NO:	5566
VENDOR NO:	299374

The attached Change Order number one (1) to contract with PL Russell, LLC. dated February 3, 2026, is required because of the following:

[ ] 1. Unusual and difficult circumstances which arose during the course of the execution of the contraction with could not have been reasonable 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 memo.

[X] 6. Other: See attached detailed summary.

In addition to the attached memo and detailed summary, the cost is both fair and reasonable, and it is recommended for the City of Mobile to have this work done by change order because the Contractor is already mobilized and has the required machinery and trades at the site, reducing unit costs. It would also allow for the inclusion of all work under one warranty.

Jake Clements
Project Manager, Programs and Project Management

moffatt & nichol

11 N. Water St., Suite 20220
Mobile, AL 36602

(251) 378-9000
www.moffattnichol.com

MEMORANDUM

To:	**Jake Clements, Project Manager, City of Mobile, AL**
From:	Sai Kiran Duvvuri, P.E.
Date:	02/03/20256
Subject:	Cooper Riverside Park Great Lawn Upgrades – Change Order No. 1 - Justification
M&N Job No.:	10961-04/05/06

1 Background

The Great Lawn Upgrades package was originally scoped and bid separately with limited available funding and with the understanding that major bulkhead/SCC construction was delivered under a separate contract. To preserve budget and maintain a path to reopening the park, the City's direction during design and bidding was to prioritize essential repairs and to salvage/repurpose serviceable park elements (paving, fencing, benches, light poles, trash receptacles, etc.) where feasible. As construction progressed and stakeholder preferences were refined, and as the bulkhead/SCC work required access and staging through portions of the park, select areas that were previously outside the park package limits now warrant restoration or upgrades to meet overall functionality and aesthetic expectations for the Cooper Waterfront Park.

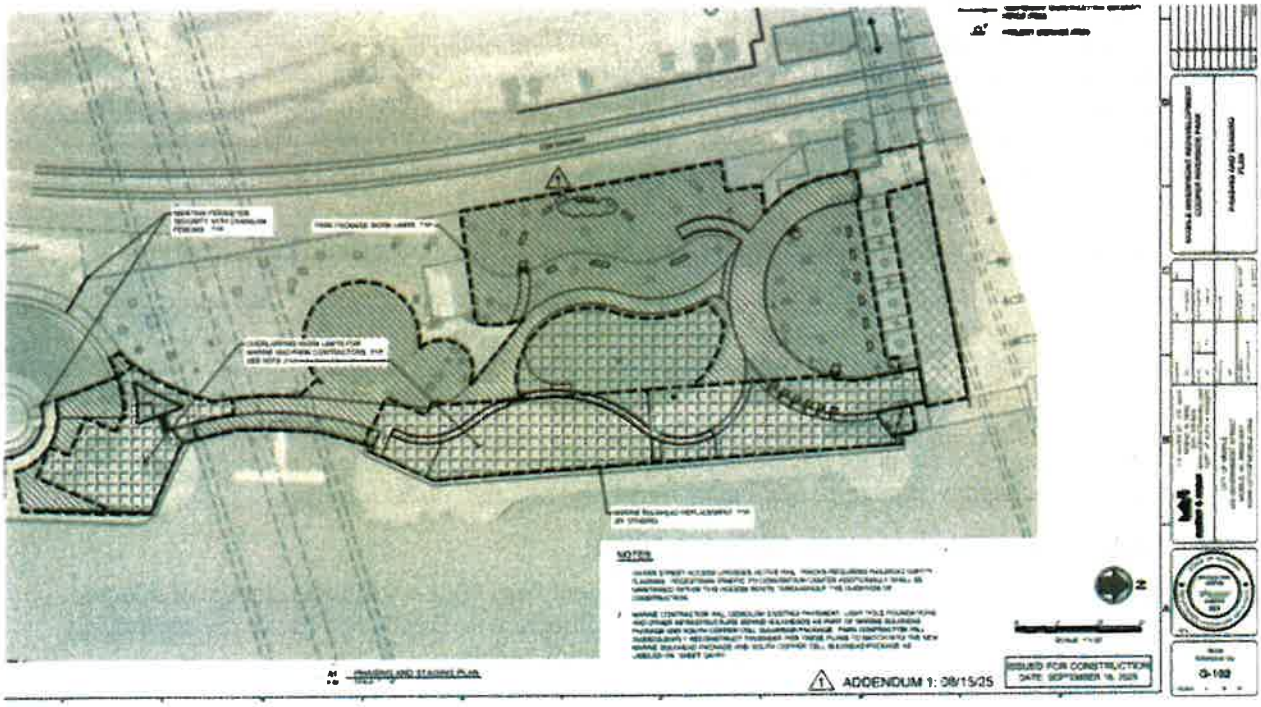


Figure 1: Plan – As bid limits of park upgrades

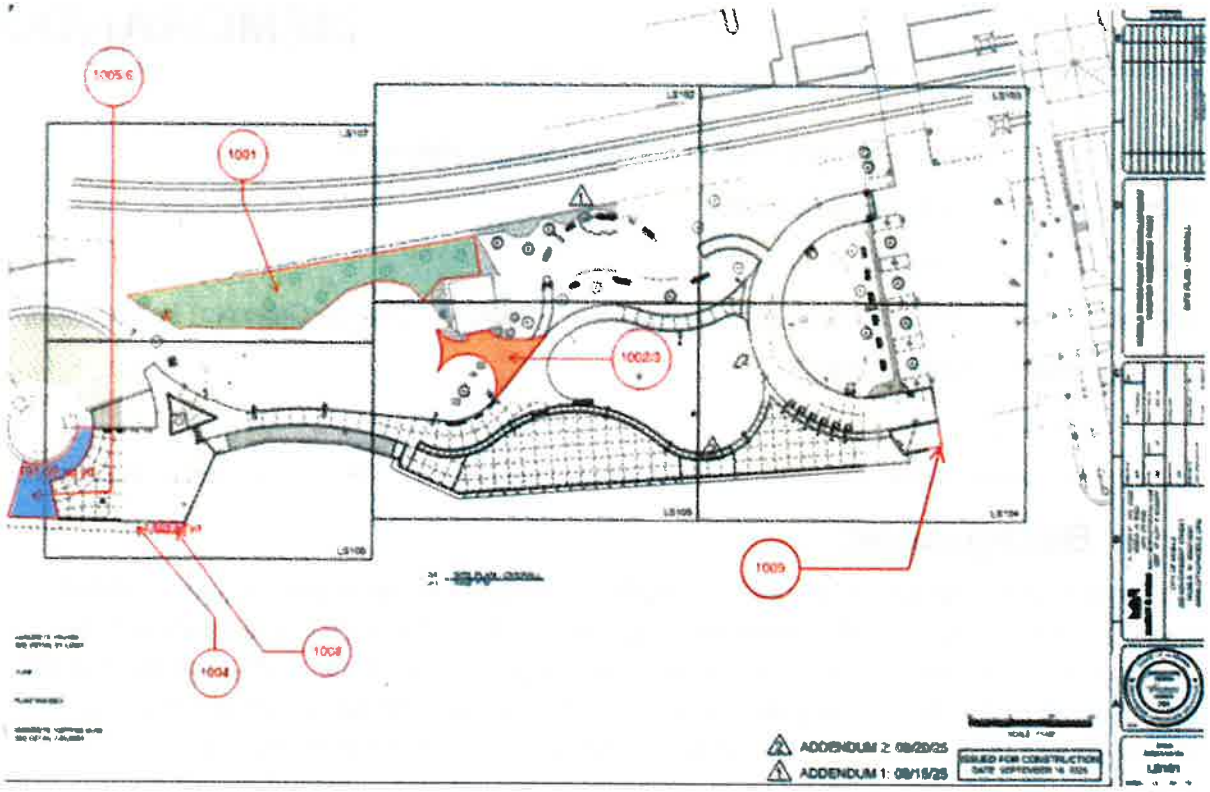


Figure 2: Proposed changes in this change order No.1

1001 – Out-of-scope area restoration/upgrade

This area was intentionally excluded from the Great Lawn Upgrades bid package and remained unaffected by the park improvements scope. The exclusion was consistent with earlier budget constraints and available GOMESA funding and aligned with the City's direction at the time to limit scope to the highest-priority work needed to reopen the park following the bulkhead program. This change incorporates stakeholder-requested work to complete the park experience and better align the finished conditions with current expectations.

1002 – Restoration/upgrade of area impacted by bulkhead/SCC access and construction

Similar to Item 1001, this area was originally planned to remain largely in place (reuse/repurpose existing site features) to preserve funding for critical bulkhead repairs and reopening efforts. During execution of the separate bulkhead/SCC work, the contractor's only viable access required temporary haul routes and heavy equipment traffic through this portion of the park. As a result, select pavers cracked and the area no longer presents a consistent finished condition relative to the newly improved waterfront. The City has directed replacement with concrete paving to provide a cleaner, more uniform appearance, reduce future maintenance associated with pavers, and better match the updated park character.

1003 – Associated demolition work (related to 1002)

This work is a necessary enabling component to implement Item 1002, including removal of affected materials and preparation for the revised restoration approach. It is directly tied to the revised paving strategy and is required to achieve a complete, constructible repair.

1004 – Targeted restoration near SCC repair zone

This section has already been disturbed due to known construction activities and proximity to SCC-related work. At the City's direction, Moffatt & Nichol concurs that completing this repair now is the most practical approach because the contractor is mobilized, access is available, and the pricing is reasonable relative to remobilization later. This change is intended to restore continuity and provide a clean transition adjacent to the active marine repair limits.

1005 – Stakeholder-requested paving aesthetic modification (remove brick banding and match new concrete)

During design, Moffatt & Nichol worked to limit removal of otherwise serviceable concrete to avoid unnecessary cost. The original approach anticipated sawcutting and local replacement where required for the new SCC bulkhead and tieback system. However, the existing pavement includes brick inlay/banding used as visual accents. Stakeholders have requested eliminating these brick bands and repaving to match the newer concrete paving, creating a more consistent and "clean" finished appearance across the waterfront hardscape. This change aligns the final park aesthetic with stakeholder goals and avoids a patchwork look between new and existing surfaces.

1006 – Sawcut/removal of existing concrete paving associated with 1005

This item covers the necessary sawcutting and removal limits needed to implement the revised paving approach under Item 1005. It is an enabling scope item required for constructability and proper tie-in to adjacent new work.

1007 – Light Changes

This change is client-directed to standardize the lighting: LP1-12 and LP1-13 will match the LP-1 pole and fixture, and the existing pole at the SE end of the project will be replaced with a new pole to match LP-1 (including a new foundation). One pole foundation was also impacted by the pavement scope extension near the amphitheater, which required this update to maintain consistency and coordination with the revised paving limits.

1008 – Museum bulkhead/wharf area paving replacement for uniformity and event-use functionality

Brick pavers removed in this area were already uneven in places and do not align well with the newly constructed SCC bulkhead/waterfront improvements. Given that the City leases and programs this prominent waterfront space for events, replacing remaining mismatched/uneven brick pavers with new concrete paving provides a smoother, cleaner, and more durable surface. This improves accessibility, reduces trip hazards, and provides a consistent finish in a high-visibility area.

1009 – Northeast planter wall adjustment/repair to address settlement/rotation while minimizing risk near tunnels/outfall

The project originally included partial demolition and reconstruction of the Northeast planter wall to accommodate a widened entrance. During the bulkhead construction, vibration and related ground movement contributed to minor settlement and a slight rotation/shift of the planter wall toward the south (bulkhead side), creating a visible gap and uneven alignment. The north side of this area includes a brick scupper pad located above an outfall near the Bankhead Tunnel, with unknown details regarding any sheet pile support and tieback configuration.

Because of the proximity to critical tunnel/outfall infrastructure and the uncertainty of subsurface support conditions, full replacement of the planter wall would introduce avoidable risk and could trigger extensive marine/structural work well beyond the intent of the park package. The proposed change instead keeps the wall in place and implements a least-invasive stabilization/repair approach: closing the visible gap created by the shift and raising/adjusting the northeast portion to restore alignment and appearance. This

approach leverages the existing concrete spread footing support, minimizes disturbance, and provides a practical, cost-effective repair that restores function and aesthetics without initiating a larger and higher-risk scope near critical infrastructure.

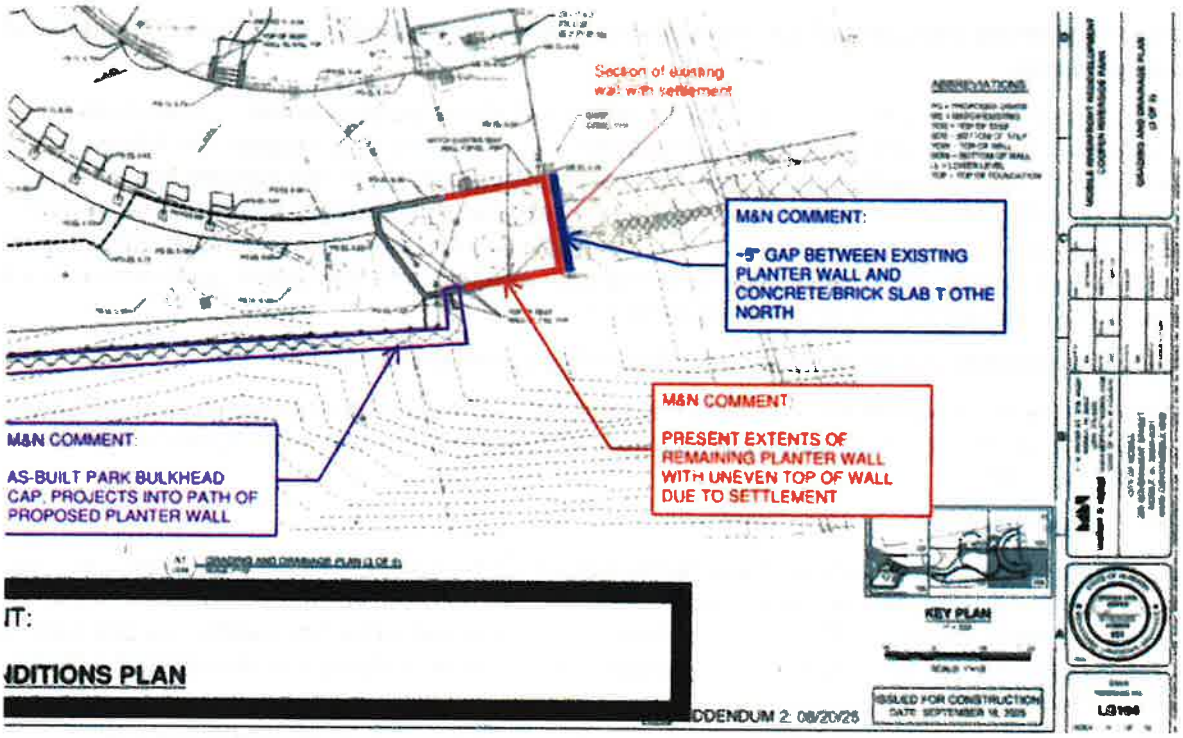


Figure 1: Preset extents of remaining planter wall due to settlement

For the Northeast planter wall, the repair approach is intentionally limited and least-invasive due to the wall's proximity to the outfall and the Bankhead Tunnel and the uncertainty of the existing support/tieback configuration in this area. Rather than remove and fully reconstruct the wall (which could introduce unnecessary risk and expanded marine/structural work), the proposed scope restores alignment and appearance by constructing the new level-top planter wall segments and tying them into adjacent existing walls per Detail C5/LS506. Where the new planter wall intersects the park bulkhead cap, reinforcing will be post-installed into the existing cap/footing using epoxy anchors (#8 reinforcing with 6-inch embedment and 3-inch cover), and final alignment will be field-coordinated to account for any existing bulkhead cap projections. This solution closes the gap created by settlement/rotation, provides a clean and continuous

finished condition at a high-visibility entrance, and accomplishes the repair without disturbing the existing spread-footing-supported wall system more than necessary.

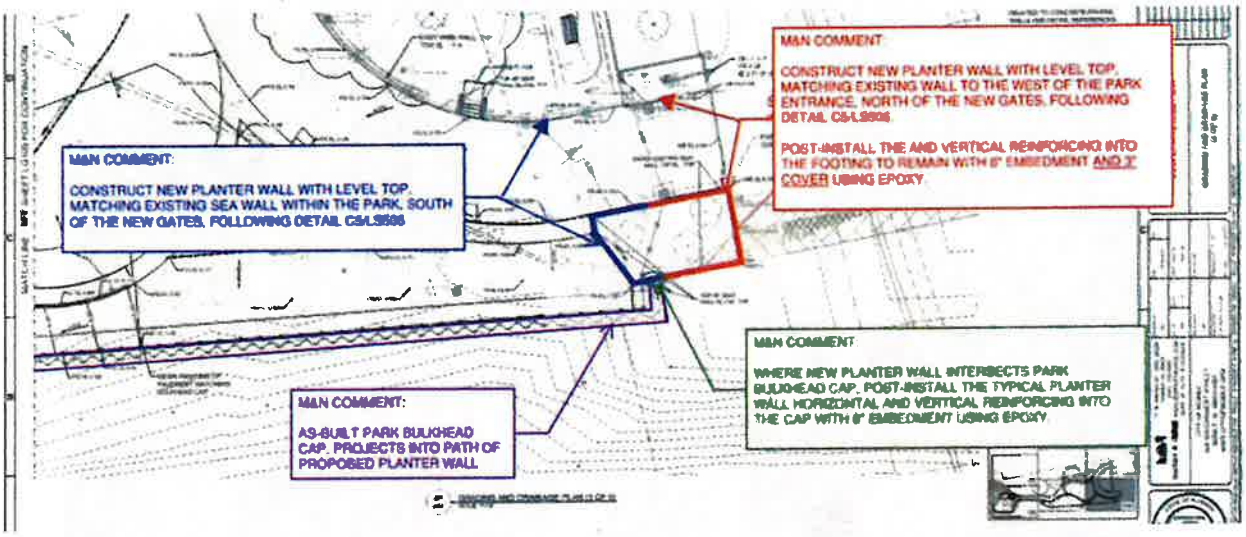


Figure 2: Elevation - Mudline Conditions Waterside of New Bulkhead

These photos show that the waterside planter bank/slope is supported by riprap revetment, and they also document the planter wall's lateral shift/rotation that has opened a 5" gap between the wall and the adjacent brick/scupper pad.



Photo 1 Waterside planter bank/slope supported by riprap revetment



Photo 2 planter wall's lateral shift/rotation

During the South Coffer Cell (SCC) bulkhead construction, the contractor's work required heavy equipment access and staging through the adjacent park hardscape, including areas near the amphitheater. To support bulkhead installation and tieback activities, only limited sawcut and removal of existing pavement was performed at the time; however, repeated construction traffic and temporary access routes affected nearby paver/concrete surfaces beyond the original sawcut limits. As a result, the City has requested restoration and repaving in the impacted areas (including near the amphitheater) to provide a clean, uniform finished condition consistent with the newly improved waterfront.



Image 3: Arial – SCC Bulkhead Construction with Limited Sawcut Limits and Temporary Access Route Through Park



Image 4: This photo shows the pavers near the restrooms were in good condition immediately prior to the start of the SCC construction, before the temporary limestone access road was installed for construction access.

2 Justification for Change Order

The following information is provided in support of the proposed change order and to document the necessity and reasonableness of the cost:

1. Is the work required due to changed field conditions or coordination conflicts?
Yes. Multiple areas adjacent to the Great Lawn/SCC improvements were either (a) intentionally excluded from the original bid package due to budget and funding constraints, or (b) were impacted by construction access and field execution of the separate bulkhead/SCC work. In addition, stakeholder- and City-directed aesthetic and functional preferences were confirmed during construction, including removal of brick banding, replacement of pavers with concrete for uniformity, and coordination updates tied to expanded pavement limits near the amphitheater. Minor settlement/rotation at the Northeast planter wall was also observed during bulkhead construction and requires repair while minimizing risk near the Bankhead Tunnel/outfall infrastructure.

2. Does the change order reflect a new or previously unanticipated scope?
Yes. The change order incorporates restoration/upgrades outside the original Great Lawn Upgrades bid limits (Items 1001–1004), revised paving aesthetic direction (Items 1005–1006), lighting standardization and foundation coordination impacted by expanded repavement limits (Item 1007), pavement replacement in the museum/wharf event area for safety and usability (Item 1008), and a least-invasive repair approach for the Northeast planter wall settlement/rotation to avoid higher-risk work near critical tunnel/outfall infrastructure (Item 1009). This scope was not included in the original bid package and was not fully known until construction activities and stakeholder direction progressed.

3. Is the proposed cost reasonable?
Yes. The proposed costs reflect the labor, equipment, materials, demolition/disposal, and restoration required to complete the added work items in a constructible manner while the contractor remains mobilized and site access is available.

4. Does the work fall under contingency coverage?
No. These items represent added scope and restoration/upgrades beyond the original bid package limits, as well as repair work resulting from construction impacts and field-observed conditions. This change order is not intended to be covered under the original contingency.

5. Recommendation

Moffatt & Nichol recommends approval of Change Order No. 1 in the lump sum amount of **$120,219.68** to incorporate Pay Items 1001 through 1009 as described. The added scope is clearly itemized, and the unit prices align with PLR's original bid schedule/pricing, supporting the reasonableness of the proposed costs. The work is necessary to achieve complete, coordinated finished conditions, address areas impacted by bulkhead/SCC construction access, implement the City's requested paving and lighting standardization (including a pole foundation impacted by the amphitheater pavement scope extension), improve uniformity and functionality in the museum/wharf event area, and perform a least-invasive repair to the Northeast planter wall while minimizing risk near tunnel/outfall infrastructure.

CHANGE ORDER

Prepared By PL Russell

CHANGE ORDER NO.: 1

Owner: **City of Mobile**
Engineer: **Moffat & Nichol, Inc**
Contractor: **PL Russell, LLC**
Project: **Mobile Riverfront Redevelopment – Cooper Riverside Park – Great Lawn Upgrades**
Contract Name: **Mobile Riverfront Redevelopment – Cooper Riverside Park – Great Lawn Upgrades**
Date Issued: February 3, 2026

Owner's Project No.:**PR-029-22**
Engineer's Project No.:
Contractor's Project No.: **25PLR016**

Effective Date of Change Order:

The Contract is modified as follows upon execution of this Change Order:

Description:

Addition of 1,073 sy area to be cleared, sod added with irrigation. Removal and replacement of granite pavers at the restroom due to poor condition. Addition of 192 sy of concrete removal and paving at amphitheater for project uniformity. Requested lighting pole changes. Addition of 17 sy of concrete paving due to removal on prior project. Repair of 12 sy paver section at water box at seawall due to prior subgrade failure. Sawcut, remove and replace 30 lf of Northeast Planter wall due to prior settlement.

Attachments:

Figure 1 and 2

Change in Contract Price	**Change in Contract Times [State Contract Times as either a specific date or a number of days]**
Original Contract Price: $ $2,759,500.00	Original Contract Times: Substantial Completion: 180 Ready for final payment:
[Increase] [Decrease] from previously approved Change Orders No. 1 to No. **N/A** $	**[Increase] [Decrease]** from previously approved Change Orders No.1 to No. **N/A**: Substantial Completion: Ready for final payment:
Contract Price prior to this Change Order: $ $2,759,500.00	Contract Times prior to this Change Order: Substantial Completion: 180 Ready for final payment:
[Increase] Change Order: $ 120,219.68	**[Increase] [Decrease]** this Change Order: Substantial Completion: 0 Ready for final payment:
Contract Price incorporating this Change Order: $ 2,879,719.68	Contract Times with all approved Change Orders: Substantial Completion: 180 Ready for final payment:

	Recommended by Engineer (if required)	Authorized by Owner
By:	D. Saikarone	
Title:	Project Manager/Sr. Marine Structural Engineer	City of Mobile Project Manager
Date:	02/03/2026	02/04/2026

	Authorized by Owner	Approved by Funding Agency (if applicable)
By:		
Title:		
Date:		

PL RUSSELL

January 29, 2026

Moffatt & Nichol
Sai Duvvuri, PE
601 Poydras Street, Suite 1860
New Orleans, LA 70130

Re: PR-029-22 Mobile Riverfront Redevelopment - Cooper Riverside Project - Change Order 1

Mr. Duvvuri,

PL Russell is submitting Change Order 1 addressing the additional work outlined below.

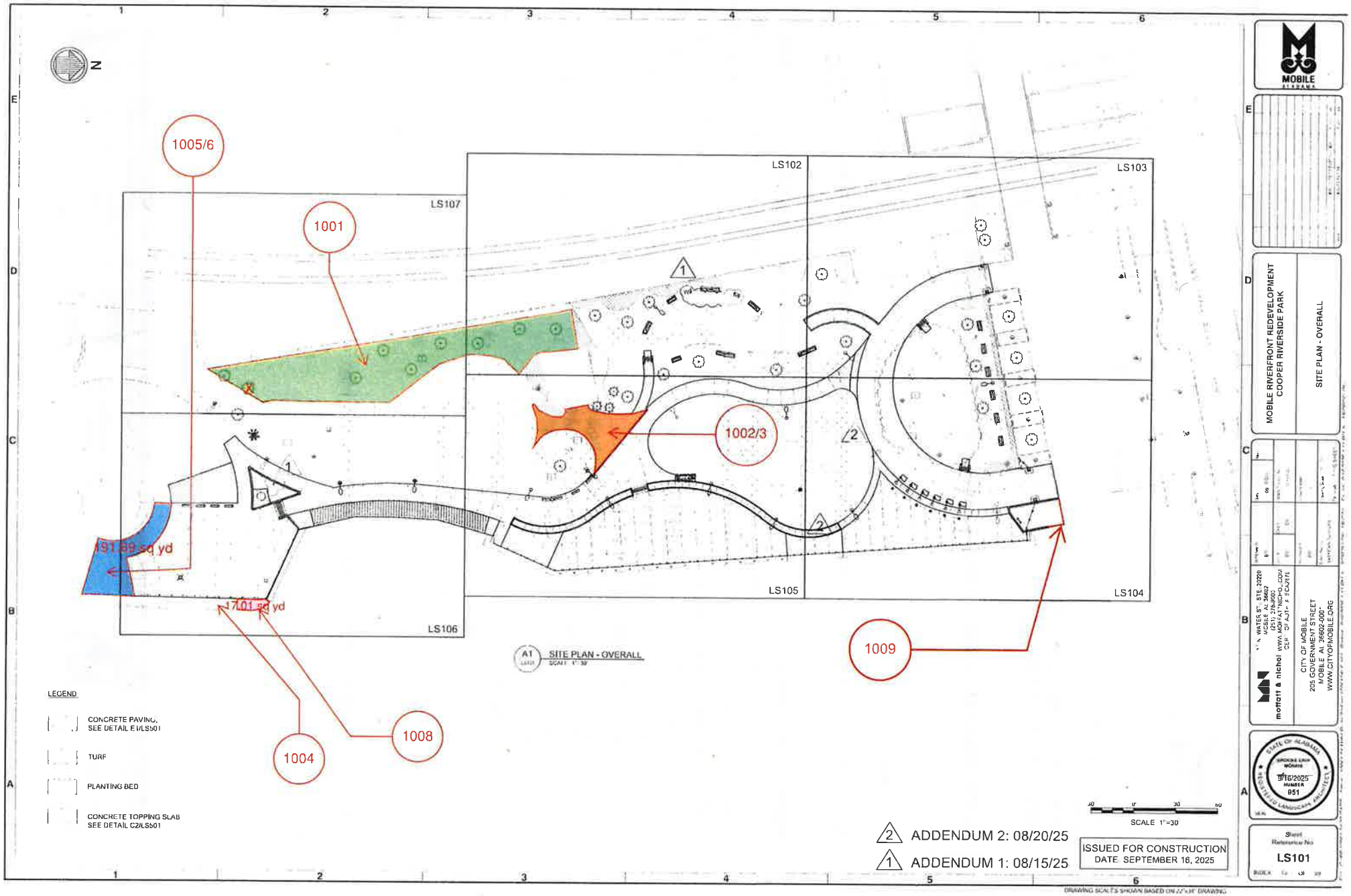
Pay Item	Description	Quantity	Units	Unit Price	Price
1001	Additional Sod, Irrigation and Clearing (1,073 SY)	1	LS	$19,309.00	$19,309.00
1002	Replace Granite with Concrete Paving at Restroom	165	SY	$179.67	$29,645.55
1003	Remove Granite Pavers	165	SY	$7.62	$1,257.30
1004	Repair Paver Section around Water Box at Seawall	12	SY	$67.00	$804.00
1005	Additional Concrete Paving at Amphitheater	192	SY	$179.67	$34,496.64
1006	Sawcut and Remove Concrete Paving	192	SY	$20.90	$4,012.80
1007	Lighting Changes - LP1-12 & LP1-13 are to be the same pole & fixture as LP-1, replace light pole on SE end of project with new to match LP-1/includes foundation	1	LS	$14,140.00	$14,140.00
1008	Additional Concrete Paving at seawall to replace area removed by previous contractor	17	SY	$179.67	$3,054.39
1009	Addition to Concrete Plantar Wall - Northeast Park Entrance	30	LF	$450.00	$13,500.00
				Total:	**$120,219.68**

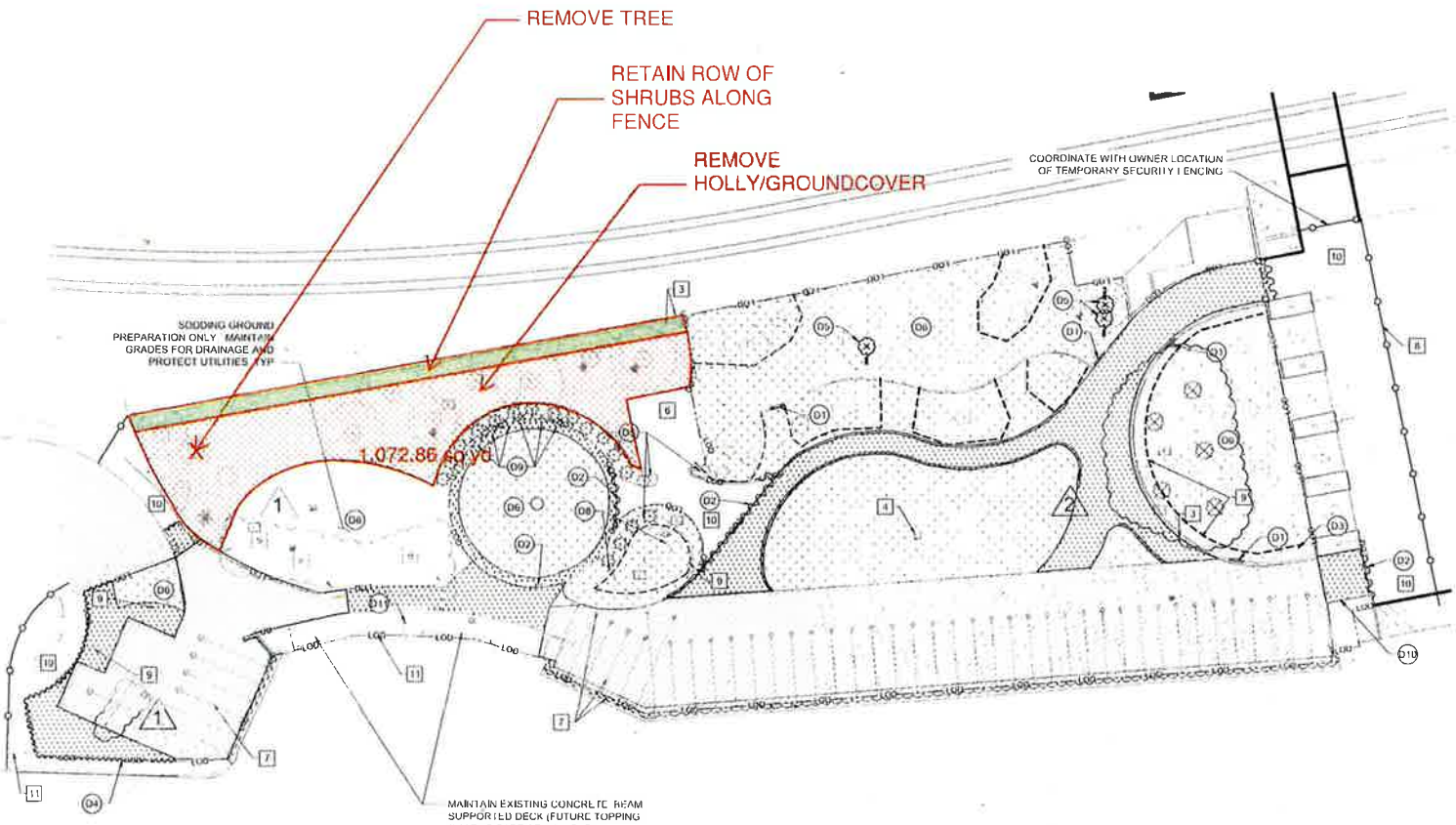
If you have any questions, do not hesitate to contact me.

Sincerely,

Jason Prescott

+ 251-385-6091
info@plrussell.com
www.plrussell.com
251 Saint Anthony Street
Mobile, AL 36603
P.O. Box 1623
Mobile, AL 36633


N
1005/6
1001
LS107
LS102
LS103
1002/3
LS105
LS104
LS106
191.89 sq yd
17.01 sq yd
1009
1004
1008
LEGEND
CONCRETE PAVING, SEE DETAIL E1/LS501
TURF
PLANTING BED
CONCRETE TOPPING SLAB SEE DETAIL C2/LS501
A1 SITE PLAN - OVERALL
SCALE 1"=30
2 ADDENDUM 2: 08/20/25
1 ADDENDUM 1: 08/15/25
ISSUED FOR CONSTRUCTION
DATE: SEPTEMBER 16, 2025
MOBILE
MOBILE RIVERFRONT REDEVELOPMENT
COOPER RIVERSIDE PARK
SITE PLAN - OVERALL
moffatt & nichol
CITY OF MOBILE
205 GOVERNMENT STREET
MOBILE, AL 36602-2007
WWW.CITYOFMOBILE.ORG
9/16/2025
LS101



A1 LANDSIDE DEMOLITION PLAN
SCALE: 1"=30'

GENERAL NOTES

1 REFER TO SITE PLANS FOR LAYOUT WORKING POINTS.

2 REFER TO ELECTRICAL DEMOLITION PLANS FOR ADDITIONAL INFORMATION AND REQUIREMENTS.

PLAN NOTES

1 UNLESS OTHERWISE NOTED, CONTRACTOR SHALL PROTECT ALL EXISTING CMU SEAT WALLS, CONCRETE / BRICK COLUMNS, LANDSCAPE PLANTERS, ETC.

2 UNLESS OTHERWISE NOTED, CONTRACTOR SHALL PROTECT ALL EXISTING TREES INCLUDING TREE CRITICAL ROOT ZONES. REFER TO LANDSCAPE PLANS FOR TREE PROTECTION REQUIREMENTS.

3 CONTRACTOR SHALL NOTE LOCATION OF KNOWN FIBER OPTIC UTILITY CONDUITS AND/OR DUCT BANK LOCATED ALONG THE PARKS WESTERN PERIMETER FENCING.

4 EXISTING PARK UTILITIES COMPRISED OF WATER SERVICE PIPING, STORM DRAINAGE AND SANITARY SEWER INFRASTRUCTURE. (BY RECORDS)

5 OWNER WILL REMOVE EXISTING LIGHT POLE FIXTURES PRIOR TO DEMOLITION WORK AS SHOWN ON SHEET G-101.

6 EXISTING RESTROOM BUILDING TO REMAIN

7 EXISTING MARINE STRUCTURES INSTALLED BY OTHERS.

8 COORDINATE WITH OWNER - LOCATION OF TEMPORARY SECURITY FENCING

9 EXISTING LIGHT POLE AND FOUNDATION (SEE SHEET ED101 FOR INFORMATION)

10 EXISTING PAVEMENT TO REMAIN

11 EXISTING GUARDRAIL / HAND-RAILING TO REMAIN

DEMOLITION NOTES

D1 PARTIAL DEMOLITION OF CMU SEAT WALL FOR STEP INSTALLATION. TYP. SEE A1/D-101

D2 SAWCUT FULL DEPTH CONCRETE PAVEMENT. TYP

D3 REMOVE EXISTING LIGHT POLE FOUNDATION. TYP. POLE SHALL BE SALVAGED. SEE ED101

D4 SAWCUT STAMPED CONC ALONG EXIST BONDING COURSE EDGE.

D5 REMOVE EXISTING TREE. SEE ED101

D6 CLEAR EXISTING GROUND COVER WITHOUT EXCAVATION. REFER TO LANDSCAPE PLANS.

D7 UTILITY LINES TO BE REMOVED AS REQUIRED FOR WHARF CONSTRUCTION. SEE PLAN NOTE 5.

D8 REMOVE CONCRETE FOUNDATIONS

D9 REMOVE AND DISPOSE OF EXISTING FLAGPOLES IN ACCORDANCE WITH PROJECT REQUIREMENTS

D10 PARTIAL DEMOLITION OF PLANTER WALL

D11 REMOVE GATE AND FENCE WITHOUT DEMOLISHING EXISTING GUARDRAIL

LEGEND

- REMOVE SOD, GROUNDCOVER, AND SHRUBS
- EXISTING BULKHEAD BACKFILL (BY OTHERS)
- REMOVE EXISTING CONCRETE PAVING (D1 / D-001)
- REMOVE UTILITIES
- REMOVE SPECIAL OBJECT
- TREE PROTECTION FENCE. SEE ED101
- TEMPORARY SECURITY FENCING

30'-0"
SCALE: 1"=30'

2 ADDENDUM 2: 08/20/25
1 ADDENDUM 1: 08/15/25

ISSUED FOR CONSTRUCTION
DATE: SEPTEMBER 16, 2025

MOBILE ALABAMA

MOBILE RIVERFRONT REDEVELOPMENT
COOPER RIVERSIDE PARK

DEMOLITION PLAN

moffatt & nichol
1117 PERIMETER CENTER WEST, SUITE 202W
ATLANTA, GEORGIA 30338
PHONE: 678.987.3900
WWW.MOFFATTNICHOL.COM

CITY OF MOBILE
205 GOVERNMENT STREET
MOBILE, AL 36602-2000
WWW.CITYOFMOBILE.ORG

STATE OF ALABAMA
BRIGGS CAIN MORRIS
REGISTERED LANDSCAPE ARCHITECT
9/16/2025
NUMBER 951

Sheet Reference No.
D-101

DRAWING SCALES SHOWN BASED ON 22"x34" DRAWING

PROJECT NO: PR-029-22

TITLE: Mobile Riverfront Redevelopment
Cooper Riverside Park - Great Lawn Upgrades

CONTRACT NO: 5566

FIN. PROJECT NO: G-GOMESA

CONTRACTOR: PL Russell, LLC.

DATE: 2/4/2026

CURRENT CONTRACT AMOUNT: $ 2,759,500.00
TOTAL CONTRACT INCREASE: $ 120,219.68
NEW CONTRACT AMOUNT AFTER CHANGE ORDER NO.1: $ 2,879,719.68

Scope	Item #	Description	SCHEDULE Unit	Quantity	Unit Price	Bid Amount
GENERAL CONDITIONS	1.1	General requirements (Mobilization / Demobilization), bonds, insurances, project administration and management, temporary facilities, construction surveying, record drawing (as-builts) (Not to Exceed 6% of base bid)	Lump Sum	1	$ 180,000.00	$ 180,000.00
Removals/Demolitions	2.1	Demolish luminaires, light pole foundations and electrical lighting conductors as specified on Demo plans. Remove and salvage specified luminaires and light poles. See electrical demolition sheet ED101 and electrical schedule sheet E-601.	Lump Sum	1	$ 1,500.00	$ 1,500.00
	2.2	Remove and salvage for reuse existing site furnishings, wrought iron fencing and gates, cable guardrail and other remaining site furnishings not listed specifically. Refer to sheet G-101.	Lump Sum	1	$ 9,000.00	$ 9,000.00
	2.3	Demolish masonry seat-walls, planter walls, and flagpole foundations. See plans and details.	Lump Sum	1	$ 17,000.00	$ 17,000.00
	2.4	Demolish existing concrete pavement, includes sawcutting pavement where indicated, salvage base material for reuse.	Lump Sum	1	$ 30,000.00	$ 30,000.00
	2.5	Remove existing trees, clearing and grubbing existing lawn, shrubbery and other existing ground covered areas shown on plans.	Lump Sum	1	$ 5,000.00	$ 5,000.00
Temporary Fencing and Erosion Control Measures	3.1	Furnish, install, and maintain temporary 6' chain-link construction security fencing throughout construction. Gates include (if applicable) See plans for location.	Lump Sum	1	$ 6,000.00	$ 6,000.00
	3.2	Furnish, install and maintain sediment & erosion control measures per plans and CBMPP, ADEM and CITY land disturbance requirements. See plan sheet CE101.	Lump Sum	1	$ 45,000.00	$ 45,000.00
	3.3	Furnish, install and maintain tree protection. See Plans and Details.	Lump Sum	1	$ 6,000.00	$ 6,000.00
Site Preparation	4.1	Earthwork, grading and excavation, fine grading.	Lump Sum	1	$ 110,000.00	$ 110,000.00
	4.2	Planting soil, topsoil, and fiber soils per planting schedule and specifications. See plans and details.	Lump Sum	1	$ 7,000.00	$ 7,000.00
Concrete Pavement	5.1	6" Concrete pavement with reinforcement, includes thickened edge, joints and aggregate sub-base shown on plans and details.	Lump Sum	1	$ 707,000.00	$ 707,000.00
	5.2	Concrete topping coat to be installed over existing beam supported concrete deck. Includes roughening existing deck and delegated topping coat concrete design mix to be provided by contractor. See plans and details for location.	Lump Sum	1	$ 27,000.00	$ 27,000.00
	5.3	Concrete bench pads, dimensions vary, includes reinforcement and aggregate sub-base shown on plans and details.	Lump Sum	1	$ 21,000.00	$ 21,000.00
	5.4	Concrete foundation pad for Iberville statue, dimensions vary, includes reinforced concrete pad and pedestal reinforcement and aggregate sub-base shown on plans and details.	Lump Sum	1	$ 18,000.00	$ 18,000.00
	5.5	Concrete light pole pedestals, includes reinforced concrete pad and pedestal reinforcement and aggregate sub-base shown on plans and details.	Lump Sum	1	$ 37,000.00	$ 37,000.00
	5.6	Concrete flag pole foundations, includes reinforcement and aggregate sub-base shown on plans and details.	Lump Sum	1	$ 16,000.00	$ 16,000.00
Concrete Steps and Walls	6.1	Curved concrete integral seat wall with architectural concrete, form liner detailing, reinforcement, and aggregate base. Includes integral concrete steps that bisect the seat wall and its handrails. Backfill behind wall to be included in bid item 5.1 above.	Lump Sum	1	$ 87,000.00	$ 87,000.00
	6.2	Concrete steps and adjacent cheek walls that bisect existing planter walls, includes handrails, reinforcement, and aggregate sub-base shown on plans and details. Upper landings to be included in bid item 6.1 above	Lump Sum	1	$ 67,000.00	$ 67,000.00
	6.3	Concrete access ramp and integral cheek walls, includes reinforcement, aggregate sub-base, pavement joints as shown on plans and details. Backfill behind walls to be included in 5.1 above.	Lump Sum	1	$ 24,000.00	$ 24,000.00
	6.4	Concrete planter wall at northeast park entrance, includes reinforcement, aggregate base, and dowels to connect into existing planter walls at two ends. Backfill behind walls to be included in 5.1 above.	Lump Sum	1	$ 34,000.00	$ 34,000.00
	6.5	Concrete planter wall and integral steps at south project area by amphitheater.	Lump Sum	1	$ 50,000.00	$ 50,000.00
Masonry	7.1	Entrance columns with brick masonry, includes new concrete footings and mounting hardware required to connect refurbished wrought iron gates and fence panels to new entrance columns.	Lump Sum	1	$ 47,000.00	$ 47,000.00
	7.2	Cleaning of existing concrete pavement and masonry within park. See plans for locations.	Lump Sum	1	$ 15,000.00	$ 15,000.00
Site Furnishings	8.1	Installation of Owner Furnished statues. Includes necessary hardware and cleaning of statues installed on new concrete statue pedestals and/or foundation pads. See plans and details.	Lump Sum	1	$ 10,000.00	$ 10,000.00
	8.2	Installation of Owner Furnished benches and waste receptacles. Includes necessary hardware to mount furnishings to pads or concrete pavement. See plans and details. Refurbishment of salvaged benches and waste receptables shall be included in bid item 9.6 below.	Lump Sum	1	$ 17,000.00	$ 17,000.00
	8.3	Installation of Owner Furnished historic sign and bronze plaque.	Lump Sum	1	$ 3,000.00	$ 3,000.00
	8.4	Installation of salvaged wrought iron fencing and gates. Includes gate widening (for northeast entrance) and furnishing new mounting hardware and brackets. Refurbishment of salvaged fencing and gates shall be included in bid item 9.6 below.	Lump Sum	1	$ 24,000.00	$ 24,000.00
	8.5	Install six new aluminum flagpoles. Provide all labor, materials, and equipment required to furnish and as shown on the plans. Work includes pole sleeves, flagpole assemblies, cleats, halyards, finials, flash collars, and all necessary fittings and accessories. Flagpoles shall match height, finish, and style indicated in the contract documents.	Lump Sum	1	$ 142,000.00	$ 142,000.00

PROJECT NO: PR-029-22
TITLE: Mobile Riverfront Redevelopment
Cooper Riverside Park - Great Lawn Upgrades
CONTRACT NO: 5566
FIN. PROJECT NO: G-GOMESA
CONTRACTOR: PL Russell, LLC.

DATE: 2/4/2026

CURRENT CONTRACT AMOUNT: $ 2,759,500.00
TOTAL CONTRACT INCREASE: $ 120,219.68
NEW CONTRACT AMOUNT AFTER CHANGE ORDER NO.1: $ 2,879,719.68

Scope	Item #	Description	SCHEDULE Unit	Quantity	Unit Price	Bid Amount
	8.6	Metal product refurbishing. Contractor shall inspect salvaged metal furnishings at CITY Yard. Refurbishment of metal products includes repairing damaged sections with new materials, welding repairs and/or reinforcement. Contractor shall include in bid sand blasting all salvaged metal materials with new application powder coat paint system. Bidding Contractor may elect to replace salvaged metal materials with new furnishings as part of this bid item in lieu of refurbishing them. This bid item includes benches, waste receptacles, and wrought iron fencing and gates. Guardrail refurbishment shall be included in bid item 10.1 below. Light poles refurbishment shall be included in bit item 13.1.	Lump Sum	1	$ 24,000.00	$ 24,000.00
Guardrail Systems	9.1	Installation of salvaged cable guardrail to be located along river bulkheads. Contractor shall inspect salvaged cable guardrail components located at CITY yard. Bid shall include utilizing existing guardrail cables, support posts, tensioners, etc.. Contractor shall include new post support brackets in bid to flush mount the guardrail onto concrete pavement. Refurbishment of metal products includes repairing damaged sections with new materials, welding repairs, and or/reinforcement. Contractor shall include in bid sand blasting all salvaged metal materials with new application of powder coat paint system. Bidding Contractor may elect to replace salvaged guardrail with new cable guardrail system as described in bid item 10.2 as part of this bid item in lieu of refurbishing the existing salvaged guardrails.	Lump Sum	1	$ 284,000.00	$ 284,000.00
	9.2	Fabrication and installation of new cable guardrail system to be located along lower level and transition levels of river bulkhead. See plans and details	Lump Sum	1	$ 111,000.00	$ 111,000.00
Landscaping	10.1	Furnish and Install trees, shrubs, perennials, and groundcover. See planting schedule on sheet LP501 for quantity and information. Include furnishing and installing mulch and root barrier. Includes maintenance through warranty period. Planting bed preparation and soils to be included in bid item 5.2 above.	Lump Sum	1	$ 53,000.00	$ 53,000.00
	10.2	Furnish and install turf grass. See planting schedule on sheet LP501 for information. Includes maintenance through warranty period. Topsoil and fiber soil to be included in bid item 5.2.	Lump Sum	1	$ 67,000.00	$ 67,000.00
	10.3	Repair, reconnect, and expand existing irrigation system to include new lawn and planting areas. Includes design and construction of system.	Lump Sum	1	$ 35,000.00	$ 35,000.00
Site Drainage	11.1	Remove existing drainage inlet, provide new drainage inlet or reuse existing if suitable. (includes backfill)	Lump Sum	1	$ 8,000.00	$ 8,000.00
	11.2	Wall underdrain systems. Repair existing wall underdrains where impacted by new step locations. Provide complete system with fittings, filter sock to reconnect new underdrains to existing pipes. Provide new underdrains, geotextile fabric and washed drainage stone behind new planter walls per plans and details. Provide connection to existing storm line with solid PVC drain line.	Lump Sum	1	$ 23,000.00	$ 23,000.00
Electrical	12.1	Furnish and install light poles, luminaires, and mounting arms. See plan sheet E-101 and fixture schedule sheet E-601. Include refurbishment of salvaged light poles and fixtures. Refurbishment of metal light poles includes repairing damaged sections with new materials, welding repairs, and/or reinforcement. Contractor shall include in bid sand blasting all salvaged materials with new application of powder coat paint system. Bidding Contractor may elect to replace salvaged metal materials with new furnishings in lieu of refurbishing them.	Lump Sum	1	$ 350,000.00	$ 350,000.00
	12.2	Electrical conduits, conductors, with trenching, backfill, and handholes for complete site electrical integration with existing electrical infrastructure.	Lump Sum	1	$ 42,000.00	$ 42,000.00
					Bid Contract total:	**$ 2,759,500.00**

	Item #	Description	Unit	Quantity	Unit Price	Amount
CHANGE ORDER NO.1	1001	Additional Sod, Irrigation and Clearing (1,073 SY)	Lump Sum	1	$ 19,309.00	$ 19,309.00
	1002	Replace Granite with Concrete Paving at Restroom (165 SY)	Square Yards	165	$ 179.67	$ 29,645.55
	1003	Remove Granite Pavers (165 SY)	Square Yards	165	$ 7.62	$ 1,257.30
	1004	Repair Paver Section around Water Box at Seawall (12 SY)	Square Yards	12	$ 67.00	$ 804.00
	1005	Additional Concrete Paving at Amphitheater (192 SY)	Square Yards	192	$ 179.67	$ 34,496.64
	1006	Sawcut and Remove Concrete Paving (192 SY)	Square Yards	192	$ 20.90	$ 4,012.80
	1007	Lighting Changes - LP1-12 & LP1-13 are to be the same pole & fixture as LP-1, replace light pole on SE end of project with new to match LP-1/includes foundation	Lump Sum	1	$ 14,140.00	$ 14,140.00
	1008	Additional Concrete Paving at seawall to replace area removed by previous contractor	Square Yards	17	$ 179.67	$ 3,054.39
	1009	Addition to Concrete Plantar Wall - Northeast Park Entrance	Linear Feet	30	$ 450.00	$ 13,500.00
					Change Order No.1 total:	**$ 120,219.68**
					Contract Amount after Change Order:	**$ 2,879,719.68**

PLRUSSE-01 ABROWNLEE

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 2/4/2026

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

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER PGIS, LLC dba Turner Insurance & Bonding Co. PO Drawer 230789 Montgomery, AL 36123	CONTACT NAME: Allison G Brownlee PHONE (A/C, No, Ext): (334) 386-3602 FAX (A/C, No): E-MAIL ADDRESS: abrownlee@turnerfirst.com
INSURED PL Russell LLC P.O. Box 1623 Mobile, AL 36606	INSURER(S) AFFORDING COVERAGE — NAIC # INSURER A : Benchmark Insurance Co. — 41394 INSURER B : Ala Branch of AGC of Amer Inc SIF #0100R A-VI — 055028 INSURER C : Lloyd's of London — 32727 INSURER D : RSUI Indemnity Company — 22314 INSURER E : INSURER F :

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE / X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER X POLICY X PRO-JECT LOC OTHER	X	X	CPP02292	7/15/2025	7/15/2026	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	1,000,000 100,000 5,000 1,000,000 2,000,000 2,000,000
A	AUTOMOBILE LIABILITY X ANY AUTO OWNED AUTOS ONLY / X SCHEDULED AUTOS X HIRED AUTOS ONLY / X NON-OWNED AUTOS ONLY	X	X	BAP02293	7/15/2025	7/15/2026	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 X RETENTION $ 10,000	X	X	XLP02294	7/15/2025	7/15/2026	EACH OCCURRENCE AGGREGATE Aggregate	2,000,000 2,000,000
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y / N N/A If yes, describe under DESCRIPTION OF OPERATIONS below		X	MA690-2026-AL	1/1/2026	1/1/2027	X PER STATUTE OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	1,000,000 1,000,000 1,000,000
C	Professional Liabili			ANE520221625	7/15/2025	7/15/2026	Professional/Polluti	1,000,000
D	Commercial Umbrella	X	X	NHA607946	7/15/2025	7/15/2026	Excess Umbrella	3,000,000

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

Mobile Riverfront Redevelopment, Cooper Riverside Park, Great Lawn Upgrades
City of Mobile Project No. PR-029-22
City of Mobile is included as an Additional Insured as respects General Liability, Auto Liability, and Umbrella Liability on a primary and non-contributory basis where required by written contract. A Waiver of Subrogation applies in favor of City of Mobile as respects General Liability, Auto Liability, Umbrella, and Workers' Compensation/Employer's Liability. General Liability limits apply on a per project basis. Thirty (30) day notice of cancellation applies where required by written contract. Coverage includes Workers' Compensation/Employer's Liability, General Liability, Automobile Liability, and Excess/Umbrella Liability as required by contract.

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

David J Brooks

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Clements, Jake

From: Shoots, Victoria
Sent: Monday, March 30, 2026 3:54 PM
To: Clements, Jake
Cc: Primm, Patricia
Subject: RE: Your Legal Request is in Progress

Jake,
The documents regarding Change Order #2 for Great Lawn Upgrades uploaded to Monday as well as emailed separately are sufficient for routing.

If you have any questions, please let me know.

All the Best,

Victoria Shoots
Assistant City Attorney
City of Mobile Legal Department
PO Box 1827
Mobile, AL 36633-1827
251-208-7580

From: Clements, Jake <jake.clements@cityofmobile.gov>
Sent: Thursday, March 26, 2026 12:12 PM
To: Shoots, Victoria <victoria.shoots@cityofmobile.gov>
Cc: Primm, Patricia <trish.primm@cityofmobile.gov>
Subject: FW: Your Legal Request is in Progress

Hi Victoria,

Please see attached consultant/ Engineers Justification Letter for the Change Order No.2 legal request referenced below.
Please let me know if you have any questions and/or if you need any additional information!

Thank you,

Jake Clements, PMP
Project Manager
Office: (251) 208-1138
Cell: (251) 431-4290
Jake.clements@cityofmobile.gov

MOBILE ALABAMA

From: Primm, Patricia <trish.primm@cityofmobile.gov>
Sent: Tuesday, March 24, 2026 3:34 PM

To: Clements, Jake <jake.clements@cityofmobile.gov>
Subject: Your Legal Request is in Progress

Dear Jake,

I hope this email finds you well. I wanted to inform you that your request has been received by the Legal Department. We have assigned it to Victoria Shoots, who will be contacting you as soon as possible to provide further assistance.

Thank you for your patience, and please feel free to reach out if you have any further questions.

Request Details:
Attorney Assigned: Victoria Shoots
Request Type:Other (Please Specify)
If other:
Request Details: I am still waiting for the consultant to send a second justification letter. Aside from that letter, this is everything for Change Order No.2 for (Great Lawn Upgrades, Cooper Riverside Park) PL Russell, LLC. construction contract.
Priority: High ⚠
Date Entered:March 24th 2026 15:14
Proposed Due Date: March 30th 2026

Great Lawn Upgrades (Cooper Riverside Park) Submittal Log

			Action						
Description	Submitted	Submittal #	Date Returned	Reviewed Without Comment	Released As Commented	Revise Resubmit		Company	Manufacturer / Brand
Concrete Cap Repair	4/27/26	001							
Paint	4/27/26	002							

APPROVED
OUTSTANDING
MAKE CORRECTIONS NOTED-APPROVED
Revise and Resubmit
Partial Return
VOID

ACORD

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 2/4/2026

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: Allison G Brownlee
PGIS, LLC dba Turner Insurance & Bonding Co. PO Drawer 230789 Montgomery, AL 36123	PHONE (A/C, No, Ext): (334) 386-3602 FAX (A/C, No): E-MAIL ADDRESS: abrownlee@turnerfirst.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Benchmark Insurance Co.	41394
INSURER B : Ala Branch of AGC of Amer Inc SIF #0100R A-VI	055028
INSURER C : Lloyd's of London	32727
INSURER D : RSUI Indemnity Company	22314
INSURER E :	
INSURER F :	

INSURED

PL Russell LLC
P.O. Box 1623
Mobile, AL 36606

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

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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: X POLICY X PRO-JECT LOC OTHER:	X	X	CPP02292	7/15/2025	7/15/2026	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 $ 100,000 $ 5,000 $ 1,000,000 $ 2,000,000 $ 2,000,000
A	AUTOMOBILE LIABILITY X ANY AUTO OWNED AUTOS ONLY X SCHEDULED AUTOS X HIRED AUTOS ONLY X NON-OWNED AUTOS ONLY	X	X	BAP02293	7/15/2025	7/15/2026	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 X RETENTION $ 10,000	X	X	XLP02294	7/15/2025	7/15/2026	EACH OCCURRENCE AGGREGATE Aggregate	$ 2,000,000 $ $ 2,000,000
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y / N If yes, describe under DESCRIPTION OF OPERATIONS below	N / A	X	MA690-2026-AL	1/1/2026	1/1/2027	X PER STATUTE OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ 1,000,000 $ 1,000,000 $ 1,000,000
C	Professional Liabili			ANE520221625	7/15/2025	7/15/2026	Professional/Polluti	1,000,000
D	Commercial Umbrella	X	X	NHA607946	7/15/2025	7/15/2026	Excess Umbrella	3,000,000

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

Mobile Riverfront Redevelopment, Cooper Riverside Park, Great Lawn Upgrades
City of Mobile Project No. PR-029-22
City of Mobile is included as an Additional Insured as respects General Liability, Auto Liability, and Umbrella Liability on a primary and non-contributory basis where required by written contract. A Waiver of Subrogation applies in favor of City of Mobile as respects General Liability, Auto Liability, Umbrella, and Workers' Compensation/Employer's Liability. General Liability limits apply on a per project basis. Thirty (30) day notice of cancellation applies where required by written contract. Coverage includes Workers' Compensation/Employer's Liability, General Liability, Automobile Liability, and Excess/Umbrella Liability as required by contract.

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

David J Brooks

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CAPITAL CONTRACT SUMMARY SHEET

AGENDA ITEM SUMMARY SHEET

Agenda of: May 12, 2026

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

Sponsored by:
Spiro Cheriogotis, Mayor

Purpose and Scope of Project:
To increase the contract sum for reconciling additional cost over Geotech testing allowance, additional rendering with 3 bay design, fire apparatus drive-through, safe haven baby box, and increase the allowance for reimbursable expenses.

Amount of Contract:
$50,045.00

Funding Source
C0915

ATTACHMENTS:
1. Resolution
2. Amendment Request Form
3. Fire Station 19 Routing Package

REVIEWERS:
Stacey Howard
Carleen Stout
Brenda Rhodes
Cherlina Monteiro
James Barber

RESOLUTION

Sponsored by Mayor Spiro N. Cheriogotis

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MOBILE, ALABAMA, that the Mayor and the City Clerk be, and they hereby are authorized to execute and attest, respectively, for and on behalf of the City of Mobile, an amendment to the Contract #5186 between the City of Mobile and the company listed below, for work outlined in the contract attached hereto and made a part hereof as though set forth in full herein. A copy of said Contract is on file in the office of the City Clerk.

The Mayor is further authorized to execute the Contract in substantially the form presented, subject to non-substantive revisions approved as to form and legality by the City Legal Department.

Name of Company: Forrest Daniell & Associates P.C.

Project Name: MFRD Fire Station No. 19

Project Number: FD-032-024

Amount: $50,045.00

Adopted:

_____

City Clerk

AMENDMENT REQUEST FORM

CITY OF MOBILE

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

DATE OF REQUEST: 05/07/2026

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

VENDOR NAME: Forrest Daniell &Associates, P.C.

DISTRICT#: 4

DEPT. PROJECT#: FD-032-24

REQUEST: Please Add $ 50,045.00 from Capital Project#/Title:

C0915 - CIP Fire Station 19 Design & BDLG

to contract# 5186 .

Total amount requested: $ 50,045.00

Current contract amount: $ 187,439.40

Revised contract amount: $ 237,484.40

Comments: To increase the contract sum for reconciling add'l cost over Geotech testing allowance, add'l rendering with 3 bay design, fire apparatus drive through, safe haven baby box, and increase allowance reimbursable expenses.

Marilyn Bullard
Employee signature

Approval signature

Revised by B. Rhodes 1/6/2026

LEGAL DEPARTMENT — CONTRACT REVIEW COVER SHEET [REVIEW # MFRD FIRE]

To: DRU BISHOP / REAM
Requester / Department

From: City of Mobile Legal Department
Date: 04/07/26
CityLaw ID: A26-1716
Project / Contract Title: Amendment to design agreement with Forrest Daniell & Associates, P.C. for Fire Station No. 19,
Vendor / Consultant: FORREST DANIEL & ASSOCIATES

I. DOCUMENTS SUBMITTED FOR LEGAL REVIEW (✓ all that apply)

- ■ Contract / Agreement / MOU / Easement
- ■ Exhibit A – Scope of Work
- ■ Exhibit B – Compensation or Fee Schedule
- ■ Exhibit C – Insurance Requirements
- ■ Certificate of Insurance (COI)
- ☐ Endorsements
- ☐ Other (specify): _____
- ☐ Resolution
- ■ Amendment(s)
- ■ Change Order(s)
- ☐ Contract Prior Amendments/Change Orders
- ☐ E-Verify documents

II. LEGAL REVIEW STATUS

■ **Approved as to Legal Form and Compliance** — All submitted documents have been reviewed and approved for legal compliance.

■ *Requires revision before final approval*

III. FOR CIVICPLUS AND ADOBE MATTERS
[The following items were not submitted to Legal for Review]

- ☐ Contract / Agreement / MOU / Easement
- ☐ Exhibit A – Scope of Work
- ☐ Exhibit B – Compensation or Fee Schedule
- ☐ Exhibit C – Insurance Requirements
- ☐ Certificate of Insurance (COI)
- ■ Endorsements
- ■ Other (specify): _____
- ■ Resolution
- ☐ Amendment(s)
- ☐ Change Order(s)
- ☐ Contract Prior Amendments/Change Orders
- ☐ E-Verify documents

(3) IN AMENDMENT REPLACE "CONSULTANT" WITH "ARCHITECT;" (4) REMOVE EXTRA SPACES IN AMENDMENT; (5) ADD NOTARY SIGNATURE LINE;

(6) REQUEST ENDORSEMENTS AND INCLUDE IN PACKAGE; AND (7) ADD A RESOLUTION.

V. LEGAL DEPARTMENT SIGN-OFF

BRYAN HORSLEY — **Reviewed By**
4/7/26 — **Date**

AMENDMENT to AGREEMENT BETWEEN CITY OF MOBILE AS OWNER AND FORREST DANIELL & ASSOCIATES, P.C. AS ARCHITECT FOR STIPULATED SUM

This Amendment to Agreement is entered into as of the ____ day of _____, 2026, between the City of Mobile as Owner and Forrest Daniell & Associates, P.C. as Architect.

WHEREAS, the City of Mobile ("Owner") and Forrest Daniell & Associates, P.C. ("ARCHITECT") entered into an Agreement for professional design services at MFRD Fire Station No. 19- New Station dated November 5, 2024 (hereinafter referred to as "Agreement");

WHEREAS, the Owner and Architect wish to amend the Agreement for additional Design Services pursuant to the fee proposal dated March 9, 2026, attached hereto and as is hereafter more particularly set forth;

NOW, THEREFORE, for and in consideration of the premises, and intending to be legally bound hereby, the parties do hereby agree as follows:

1. Engineering, and Architectural changes to design to change 4 vehicle apparatus bay to 3 vehicle bay: $30,085.00.
2. Change in original fee for cost of geotechnical proposal: Original contract included an estimated cost for geotechnical of $5,000. Actual cost for geotechnical report was $10,880.00, an increase of $5,880.00
3. A request was made for a 3d rendering of exterior of the building at a reimbursable cost of $1,600.00
4. Engineering design change for parking area to concrete instead of asphalt. Also add sidewalk to new baby box location. The fee amount is $6,925.00
5. Architectural changes to design to allow wall section to accept prefab baby box. The fee amount is $555.00
6. Increase in contingency fee amount of $5,000.00

In Article 11.1, the original Agreement sum of One Hundred Eighty-Seven Thousand Four Hundred Thirty-Nine and 40/100 Dollars ($187.439.40) shall be increased by the amount of Fifty Thousand Forty-Five and 00/100 Dollars ($50,045.00). Therefore, the new Agreement sum shall be Two Hundred Thirty-Seven Thousand Four Hundred Eighty-Four and 40/100 Dollars ($237,484.40).

3. Except as modified hereby, all other terms and provisions of the Agreement shall remain unchanged and in full force and effect and are hereby ratified and confirmed by the parties hereto.

4. Owner and Architect each represent and warrant to the other that it has full authority to enter into and perform this Amendment. The persons signing this Amendment on behalf of Owner and Architect respectively represent and warrant that he or she has the full and complete authority to bind Owner and Architect, as the case may be, to this Amendment.

5. This Amendment may be executed and delivered in two counterparts, including delivery by facsimile and/or electronic transmission, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

IN WITNESS WHEREOF, each of the undersigned has caused this Amendment to be executed by its officer thereunto duly authorized as of the date first above written.

OWNER: CITY OF MOBILE

By: _____
Spiro N. Cheriogotis
Its: Mayor

ATTEST:_____
City Clerk

CONSULTANT: **Forrest Daniell & Associates, P.C.**

By: _____
Jeff Jordan
Its: Vice-President

STATE OF ALABAMA

COUNTY OF MOBILE

I, the undersigned Notary Public in and for said County in said State, hereby certify that Jeff Jordan, whose name as Vice-President of Forrest Daniell & Associates, P.C., is signed to the foregoing, and who is known to me, acknowledged before me on this day that, being informed of the contents of the instrument, he, as such officer and with full authority, executed the same voluntarily for and as the act of said corporation.

Given under my hand and official seal this 21st day of April, 2026.

Blakely Bacque

Commission Expires: 10/08/2028

BLAKELY BACQUE
NOTARY
My Comm. Expires
Oct. 8, 2028
PUBLIC
ALABAMA STATE AT LARGE

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

March 13, 2026

Project: MFRD Fire Station No. 19 – NEW STATION FD-032-24 (C0915)

Subject: Recommendation for Approval of Amendment 01 to Forrest Daniell & Assoc., P.C. Contract 5186.

Volkert recommends approval of the attached Amendment 01 to Forrest Daniell & Assoc. PC Contract 5186. This amendment provides for the following

- Add $30,085.00 for the Reduction of Engine Bay from 4 bays to 3 bays.
- Add $5,880.00 to reconcile additional costs over the Geotech Testing Allowance.
- Add $1,600.00 for additional 3D Fire Station Renderings with the 3-bay Design.
- Add $6,925.00 for the addition of a Fire Apparatus Drive Through Road.
- Add $555.00 for the addition of Safe Haven Baby Box.
- Add $5,000.00 to increase Allowance for Reimbursable Expenses.

Original Contract Sum	$ 187,439.40
Net change by previously authorized Amendments	$ 0.00
Contract Sum prior to this Amendment	$ 187,439.40
Net Contract change by this Amendment	$ 50,045.00
New Contract Sum including this Amendment	$ 237,484.40

This increase in the Contract value, including all previous additive amendments, exceeds 10% of the original Contract value and requires City Council approval.

It is further recommended that this Amendment 01 be funded from the unencumbered monies in Munis Project C0915.

Sincerely,

Brandon J. Miller
Senior Project Manager
Volkert, Inc.

Cc: Carleen Stout, City of Mobile

CITY OF MOBILE

P. O. Box 1827
Mobile, AL 36633-1827

PROJECT NAME: MFRD Fire Station No. 19 – NEW STATION

PROJECT ADDRESS: 1309 Azalea Road.

ARCHITECT: Forrest Daniell & Associates.
8007 American Way
Daphne, Al 36526

AMENDMENT NO.: 01

DATE: March 16, 2026

PROJECT NO.: FD-032-24 (C0915)
CONTRACT DATE: September 10,2024
CONTRACT NO.: 5186

THE CONTRACT IS CHANGED AS FOLLOWS: To provide additional funding to the Contract for providing additional design services requested by the Owner, reconciling the Geotech Testing Allowance, and providing additional contingency for reimbursable expenses not included in the original design scope of services.

- $30,085.00 Reduction of Engine Bay from 4 bay to 3 bay.
- $5,880.00 Reconciling additional costs over the Geotech Testing Allowance.
- $1,600.00 Additional 3D Fire Station Renderings with 3 bay Design.
- $6,925.00 Addition of a Fire Apparatus Drive Through Road.
- $555.00 Addition of Safe Haven Baby Box.
- $5,000.00 Increase Allowance for Reimbursable Expenses.

Total increase in Contract value of $50,045.00.

Original Contract Sum	$ 187,439.40
Net change by previously authorized Amendments	$ 0.00
Contract Sum prior to this Amendment	$ $187,439.40
Net Contract change by this Amendment	$ 50,045.00
New Contract Sum including this Amendment	$ 237,484.40

NOT VALID UNTIL SIGNED BY THE CONSULTANT AND OWNER.

CITY OF MOBILE

P. O. Box 1827
Mobile, AL 36633-1827

Forrest Daniell & Associates, P.C.

CONSULTANT:

SIGNATURE

Jeff Jordan, Vice President
(*Printed Name/Title*)

4/21/26
DATE

Real Estate Asset Management

CITY OF MOBILE

SIGNATURE

Carleen Stout, Director
(*Printed Name/Title*)

DATE

SIGNATURE

SPIRO CHERIOGOTIS, MAYOR (OWNER)

DATE

ATTEST:

CITY CLERK

FD&A
Architecture & Planning

Forrest Daniell & Associates, P.C.
8007 American Way
Daphne, Alabama 36526
(251) 625-6490 | (251) 625-6494 fax

March 9, 2026

Re: Fire Sation #19 Request for Contract Amendment

Attn: Brandon J. Miller
Senior Project Manager | Volkert, Inc.
11 North Water Street, Suite 18290 | Mobile, AL 36602 | volkert.com
Office: | Cell: 1 (251) 270-8084

FD&A hereby requests a contract amendment for the following additions to the original contractor amount for Fire State #19.

1. Change 4 vehicle apparatus bay to 3 vehicle bay: FD&A was requested by David Cordingly to reduce the size of the apparatus bay. A fee was provided to Mr. Cordingly at that time, which he approved. The fee amount was:

Civil:	$13,090	(50 engineer hours @ $185, 40 draftsman hours @ $96)
Mechanical, Electrical, Plumbing:	$12,000	(24 pe review hours @ $180, 64 engineer hours @$120)
Architectural	$ 4,995	(28 architect hours @ $90, 33 draftsman hours @ $75)
Total:	$30,085	

Email request from David Cordingly is enclosed.

2. Change in original fee for cost of geotechnical proposal: Original contract included an estimated cost for geotechnical of $5,000. Actual cost for geotechnical report was $10,880. Geotechnical proposal is enclosed.

3. A request was made for a 3d rendering of exterior of the building. 3d renderings were listed as a reimbursable expense in FD&A's proposal to David Cordingly. The cost for the rendering was $1,600. A new rendering was later done to reduce 4 bay design to 3 bay design; no additional cost for second rendering was charged. Email request from David Cordingly is enclosed.

4. Change front exit pavement to allow fire trucks to cut through parking lot. Change parking area to concrete instead of asphalt. Also add sidewalk to new baby box location. The fee amount is:

Civil:	$6,925	(20 engineer hours @ $185, 43 draftsman hours @ $75)

5. Change building wall section to accept prefab baby box. The fee amount is:

Architectural:	$555	(2 architect hours @ $90, 5 draftsman hours @ $75)

6. Contingency for future unforeseen needs, in the amount of:

Contingency:	$5,000

Sincerely,



Jeff Jordan, Architect

1. $30,085.00
2. $5,880.00
3. $1,600.00
4. $6,925.00
5. $555.00
6. $5,000.00

Total $50,045

Jeff - Good morning,

It pains me to say this, but the Mayor, Chief of Staff, and Director of Public Safety have directed me to redesign Fire Station 19 into a 3-bay station. I've attached the approved floor plan that I created using a cad file you provided. I wanted to have a record of the approved redesign in case it's needed in the future. Please note that HAZMAT will still be relocating to this new station, so the associated HAZMAT room(s) will remain. We are just eliminating one bay.

Please relay to the Consultants this directive. We will need to know the total additional compensation this requires with a breakdown of lump sum fees (if applicable) and discipline specific estimated hours, as well as the impact on the schedule. We also may want to account for some additional funding needed for an updated rendering.

Once I have all this information, along with a AIA G802-2017 form filled out, I will package it up and get it processed for approval. I would like to keep working and not wait on the approval, so I can provide a letter of intent if needed.

We were so close, and I hate when these design changes happen at the very end, but sometimes it happens and better to happen now then in construction. Please don't hesitate to give me a call if you want to discuss any of this further.

Thank you,

David M. Cordingly

Capital Improvement Manager – Public Safety

Architectural Engineering

City of Mobile

205 Government Street

P.O. Box 1827

Mobile, Alabama 36633-1827

_____

E: david.cordingly@cityofmobil.org

O: 251.208.7637

M: 251.802.2436 (preferred)

W: https://www.cityofmobile.org/public-works/

SOUTHERN EARTH SCIENCES
Geotechnical | Environmental | Materials Testing

MOBILE OFFICE
5460 Rangeline Road
Mobile, AL 36619

Tel: (251) 344-7711
Fax: (251) 443-9000
www.soearth.com

January 16, 2025

FORREST DANIELL & ASSOCIATES, PC
8007 American Way
Daphne, AL 36526

ATTENTION: Mr. Jeff Jordan

SUBJECT: Proposed Mobile Fire Station #19
Azalea Road
Mobile, AL
SES Proposal No: XM25-022

Dear Mr. Jordan,

SOUTHERN EARTH SCIENCES, INC. (SES) appreciates the opportunity to provide this cost estimate to perform geotechnical services for the above referenced project. Outlined below is our proposed scope of work for the project along with our unit prices and estimated fees for performing the outlined services.

PROJECT INFORMATION

11,500 sf

Based on our understanding of the provided information, the project will consist of a new fire station located on Azalea Road in Mobile, AL with approximately 14,000 ft^2 in plan area. The proposed structure is planned to be a single-story metal structure supported by a slab on grade foundation. The project area currently exists as an empty, undeveloped grassed field. Based on the provided topographical data, the existing ground surface varies from EL +51 in the northwestern corner of the proposed building to EL +48 in the southwestern corner. Based on the provided grading plan, Final Floor Elevation (FFE) for the building is understood to be EL +56.00, indicating that up to 8 feet of fill will be required within the building area. No detailed structural loading information was available at the writing of this proposal. For purposes of cost estimation, we have assumed the site to be readily accessible to conventional track or truck mounted drilling equipment.

SCOPE OF SERVICES

The proposed scope of work for Geotechnical Services consists of nine (9) soil test borings/Cone Penetrometer Test soundings within the proposed building and pavement areas. Soil borings/CPT soundings are planned to extend to depths ranging from approximately 6 to 80 feet below existing grade.

For conventional test borings, standard penetration testing and sampling will be performed in accordance with ASTM D 1586 with soil sampling intervals of 2.5 feet for the top 10 feet and every 5 feet thereafter. Sampled soils, obtained from the soil test borings, will be identified in the field by drilling personnel and transported to our laboratory for examination by an engineer. To confirm soil stratification and to

determine general soil strength characteristics, laboratory classification and strength testing will be conducted. Once laboratory testing is complete, SES will retain all soil samples for an additional 30 days unless otherwise specified. Cone Penetrometer Test soundings will be performed in general accordance with ASTM Specification D-5778 using a 20-ton Hogentogler Electronic CPT rig.
The results of our field and laboratory investigations will be used to evaluate subsurface conditions and to make recommendations with regard to site preparation and foundation alternatives for support of the proposed structure. Our report will be prepared and signed by a Registered Professional Engineer in the state of Alabama. Listed below is specific information to be included in our geotechnical report.

- Test Location Plan
- SPT/ CPT Logs
- Summary of Laboratory Data
- Discussion of General Site and Soil Conditions
- Site and Sub-Grade Preparation Recommendations
- Foundation Evaluation and Recommendations

We understand the property is currently vacant, and that you are the point of contact for our work on the site. We will contact 811 one call service to locate utilities at the subject site. Please note that the 811 one call service typically only locates utility lines up to the meter or along public right-of-ways. Any private utilities must be located by the property owner or their representative. We cannot be held responsible for damage to utilities that are not clearly and accurately marked in the field. If there is a septic tank or drain field, sensitive landscaping, or other areas on the property that should not be driven on by the drilling or CPT equipment, please notify us of this so we can try to accommodate these restrictions and provide markings in the field or a map or sketch so we can avoid these areas. While we do attempt to minimize the damage to existing site features, the drilling and CPT equipment is large and heavy. Some amount of rutting or track marks or other ground disturbance may result from the equipment. Please note that we have not made an allowance for restoring landscaping, ruts, or other damage to lawns, other landscaping, or hardscapes.

ESTIMATED FEES

Based on the scope of work outlined above, the total cost of the proposed scope of geotechnical services will be, for a lump sum fee of $10,880.00. Below for your reference is an itemization of the anticipated costs associated with performing the proposed geotechnical services.

SCHEDULE

Approximately three to six weeks from the time of authorization will be required to complete the field investigation. Laboratory testing and reporting will follow completion of the field activities by about two weeks.

SELECTION

The Alabama State Board of Registration of Professional Engineers and Land Surveyors prohibits the bidding of professional services and can take disciplinary action against licensed professionals who knowingly participate in bidding of professional services. As such we have assumed that you are not seeking prices from multiple firms concurrently and that the decision to engage SES will be made based on our experience in the area, our reputation, qualifications and ability to complete the work in a timely and professional manner. If the decision to engage SES will be based entirely on cost, please disregard this proposal and consider SES unable to respond due to violation of professional ethics standards of said Board.

Attached are our Terms & Conditions, and these Terms & Conditions should be considered an integral part of our proposal. Please execute the attached Work Authorization Sheet and return a copy to us, as your signature will formally authorize us to proceed with the discussed scope of work and aid us in invoicing.

We appreciate the opportunity to submit this cost estimate and look forward to the prospect of working with you. If you have any questions, please call.

Sincerely,

SOUTHERN EARTH SCIENCES, INC.

Ethan Billeaud
Project Manager

EB/km
Attachments

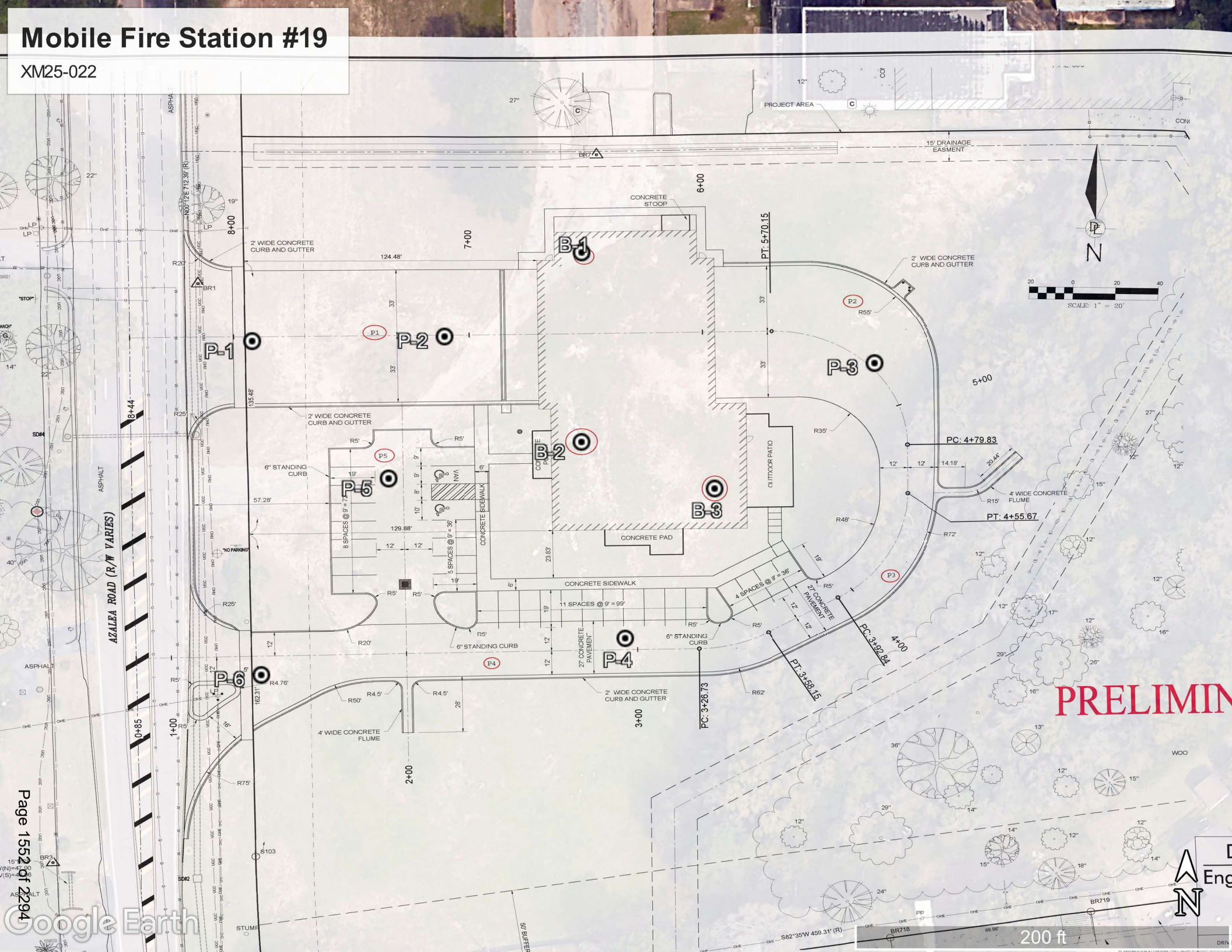
SES Geotechnical Services Proposal XM25-022
Mobile Fire Station #19
Mobile, AL

SOUTHERN EARTH SCIENCES

Service	Unit Rate	Quantity	Units		Price	Comments
Drilling Services (Dept 11)						
Mobilization	$ 1,000.00	1	*ea*	$	1,000.00	
Mileage - Rig Travel			*mile*			
Mileage - Crew Travel			*mile*			
SPT 0-50 feet	$ 15.00	186	*ft*	$	2,790.00	2 @ 50' (building)
SPT 50-75 feet	$ 18.00	25	*ft*	$	450.00	1 @ 80' (building)
SPT 75-100 feet	$ 21.00	5	*ft*	$	105.00	6 @ 6' (parking/drive)
SPT 100-150 feet			*ft*			
Grouting Boreholes			*ft*			
Extra SPT Tests	$ 15.00	27	*ea*	$	405.00	
Concrete Cores/ Agg Pre-drill			*ea*			
Asphalt/Concrete Patch			*ea*			
Manual Auger Borings			*ea*			
Shelby Tubes			*ea*			
Subcontract Clearing			*day*			
Double-Ring Infiltration			*ea*			
Difficult Access/Tracking			*hr*			
Site Specific Safety			*hr*			
				Subtotal	**$ 4,750.00**	
CPT Services (Dept 17)						
Mobilization			*ea*			
Mileage - Rig Travel			*mile*			
Mileage - Crew Travel			*mile*			
CPT_u Soundings			*ft*			
CPT_s Seismic Soundings			*ft*			
CPT_u w/ Direct Push Samples			*ft*			
Grouting CPT Sounding Holes			*ea*			
Difficult Access/Tracking			*hr*			
Site Specific Safety			*hr*			
				Subtotal	**$ -**	
Laboratory Testing (Dept 12)						
Moisture Content	$ 15.00	15	*ea*	$	225.00	
Atterberg Limits	$ 100.00	7	*ea*	$	700.00	
Sieve Analysis	$ 75.00	15	*ea*	$	1,125.00	
UU Triaxial			*ea*			
Consolidation			*ea*			
UD Sample Prep			*ea*			
California Bearing Ratio			*ea*			
				Subtotal	**$ 2,050.00**	
Prof and Staff Services (Dept 14)						
Field Engineer	$ 145.00	4	*hr*	$	580.00	
Staff Engineer	$ 145.00	12	*hr*	$	1,740.00	
Professional Engineer	$ 185.00	4	*hr*	$	740.00	
Principal Engineer	$ 225.00	2	*hr*	$	450.00	
gINT/CAD Tech	$ 95.00	6	*hr*	$	570.00	
Engineer Travel			*mile*			
				Subtotal	**$ 4,080.00**	
Total SES Fees					**$ 10,880.00**	

Mobile Fire Station #19

XM25-022



Google Earth
200 ft

Mobile Fire Station #19

XM25-022



ALABAMA

CORPORATE OFFICE
P.O. Box 160745
Mobile, AL 36616
Ph: 251-445-4354
Fax: 251-345-9453

MOBILE OFFICE
5460 Rangeline Road
Mobile, AL 36619
Ph: 251-344-7711
Fax: 251-443-9000

MONTGOMERY OFFICE
1414 I-85 Parkway
Montgomery, AL 36106
Ph: 344-260-6227
Fax: 334-260-6229

SUMMERDALE OFFICE
105 Highway 59 N
Summerdale, AL 36580
Ph: 251-989-7726
Fax: 251-989-6722

FLORIDA

DESTIN OFFICE
625 Valparaiso Parkway
Unit 706
Valparaiso, FL 32580
Ph: 850-837-9966

PANAMA CITY OFFICE
7500 McElvey Road, Ste. A
Panama City Beach, FL 32408
Ph: 850-769-4773

PENSACOLA OFFICE
707 E. Cervantes St
Ste. B, #198
Pensacola, FL 32501
Ph: 850-775-3283

TALLAHASSEE OFFICE
1246 Timberlane Road
Tallahassee, FL 32312
Ph: 850-576-4652

TAMPA OFFICE
13919 Carrollwood Village Run
Ste. 3
Tampa, FL 33618
Ph: 813-252-0845

LOUISIANA

BATON ROUGE OFFICE
11638 Sun Belt Court
Baton Rouge, LA 70809
Ph: 225-751-1727
Ph: 225-356-4355
Fax: 225-752-1467

MANDEVILLE OFFICE
1933 Surgi Drive, Ste. A
Mandeville, LA 70448
Ph/Fax: 985-626-1314

NEW ORLEANS OFFICE
725 South Genois Street
New Orleans, LA 70119
Ph: 504-486-5595
Fax: 504-486-5598

MISSISSIPPI

LONG BEACH OFFICE
626-D West Railroad Street
Long Beach, MS 39560
Ph: 228-868-6618

SOUTHERN EARTH SCIENCES

WORK AUTHORIZATION SHEET

Billing Name	FORREST DANIELL & ASSOCIATES, PC				
Address	8007 American Way				
City	Daphne	***State***	AL	***Zip***	36526
Phone	251-422-5833			***Cell***	
email	jjordan@fdaniell.com				
Project Name	Proposed Mobiel Fire Station #19				
Project Location	Mobile, AL			***Proposal Number***	XM25-022
Contact	Mr. Jeff Jordan				
Additional Reports					
Address					
City		***State***		***Zip***	
Phone		***Fax***		***Cell***	
email					

Attached are our Terms & Conditions, which should be considered to be an integral part of our proposal. In order to authorize us to proceed with our services, please execute this document by signing below and return a copy to us.

Prepared by: Ethan Billeaud

For Southern Earth Sciences, Inc. — January 16, 2025 *Date* — Ethan Billeaud *Print or Type Name of Representative*

Authorized by:

Signature of Client Representative — 1-22-25 *Date* — Jeff Jordan,Architect *Print or Type Name of Representative*

SOUTHERN EARTH SCIENCES
Geotechnical | Environmental | Materials Testing

TERMS AND CONDITIONS

Project:	Proposed Mobile Fire Station #19
Client:	FORREST DANIELL & ASSOCIATES, PC
Proposal No.:	XM25-022

Section 1 - RIGHT OF ENTRY

1.1 The client will provide right of entry for Southern Earth Sciences, Inc. (SES) and SES's subcontractors, and all necessary equipment in order to complete the work.

1.2 While SES will take reasonable precautions to minimize any damage to the property, the client must understand that in the normal course of work some damages may occur, the correction of which is not part of this agreement.

Section 2 - UTILITIES

2.1 In the execution of this work, SES will take all reasonable precautions to avoid damage or injury to subterranean structures or utilities. The owner agrees to hold SES harmless for any damages to subterranean structures, which are not called to our attention and correctly shown on the plans furnished. Client is responsible for identifying, on-ground marking, reflecting on plans and specifications, and otherwise informing SES of the location of all utilities and other subterranean or hidden structures and obstacles.

Section 3 - SAMPLES

3.1 Test specimens will be disposed of immediately upon completion of tests. Drilling samples will be disposed of thirty (30) days after submission of our report. Upon written request, we will retain test specimens or drilling samples for a mutually accepted storage charge.

Section 4 - INVOICES

4.1 The outlined scope of services will be accomplished in a timely, skillful, and professional manner by employees and subcontractors of SES, at the fees quoted. If during the execution of the work we are required to stop operations as a result of changes in the scope of work, such as requests by the owner or requirements of third parties, additional charges will be applicable.

4.2 SES will submit monthly invoices to the client and a final bill upon the completion of services.

4.3 Payment is due upon presentation of invoice and is past due thirty (30) days from invoice date. The client agrees to pay a finance charge of one and a half (1 1/2) percent per month, or the maximum rate allowed by law, on past due accounts, plus reasonable attorney's fees, and expenses of collection.

Section 5 - OWNERSHIP OF DOCUMENTS

5.1 All reports, borings logs, field notes, laboratory test data, calculations, estimates, and other documents prepared by SES, as instruments of service, shall remain property of SES. These documents will be held to be confidential and will not be available to any other entity unless express consent is obtained from the client.

5.2 The client agrees that all reports and other work furnished to the client and his agents, which are not paid for, will be returned upon demand, and will not be used by the client for any purpose whatsoever.

5.3 SES will retain all pertinent records relating to the services performed for a period of five (5) years following the submission of the report, during which period the records will be made available to the client at all reasonable times.

Section 6 - DISPUTES

6.1 In an effort to resolve any conflicts that arise during the design or construction of the project, the Client and SES agree that all disputes between them arising out of or relating to this Agreement shall be submitted for mediation, unless the parties mutually agree otherwise.

6.2 In the event that a dispute should arise relating to performance of services provided under this agreement, and should that dispute result in litigation, it is agreed that the prevailing party shall be entitled to recover all reasonable costs incurred in the defense of the claim, including staff time, court costs, attorney's fees, and other claim-related expenses.

Section 7 - STANDARD OF CARE

7.1 Services performed by SES under this agreement will be conducted in a manner consistent with that level of care and skill ordinarily exercised by professionals currently practicing under similar conditions. No other warranty, expressed or implied, is made. Further, SES does not make nor imply any warranty of fitness for a particular purpose be entering into this agreement with client.

7.2 Field tests and boring locations described in our report or shown on our sketches are based on specific information furnished to us by our technicians. Such dimensions, depths or elevations should be considered as approximations unless otherwise stated in the report.

7.3 The client recognizes that conditions may vary from those encountered at the locations, where borings, sampling, surveys, or explorations are made by SES, and that the data, interpretations, and recommendations of SES are based solely on the information available to us. SES will be responsible for the data, interpretations, and recommendations, but shall not be responsible for the interpretations by others of the information developed.

7.4 When requested by the client, SES will adhere by guidelines, specifications, plans, drawings, and the like which are provided to SES by the client; however, SES shall not be responsible for any damages to person (including death) or property, real or personal, due to any adverse outcome which results from the adherence to the plans, guidelines, specifications, drawings, and the like.

Section 8 - RISK ALLOCATION

8.1 There are a variety of risks which potentially affect SES by virtue of entering into an agreement to perform professional services on the client's behalf. One of these risks stems from SES's potential for human error. For additional consideration of $10.00, receipt of which is hereby acknowledged, the client agrees that SES's liability, and that of its officers, directors, employees, agents, and subcontractors, to client or any third-party due to any negligent professional acts, errors or omissions or breach of contract by SES or any of its officers, directors, employees, agents, or subcontractors, will be limited to the aggregate of $50,000.00 or SES's total charges, whichever is greater. If client prefers to have higher limits of professional liability (not breach of contract) SES agrees to increase the aggregate limit to a maximum of $1,000,000.00 upon client's written request at the time of accepting our proposal, providing that client agrees to pay an additional consideration of ten (10) percent of SES's total charges, or $500.00, whichever is greater. The additional charge for the higher liability limit is because of the greater risk assumed by SES and is not a charge for additional professional liability insurance. This limitation shall not apply to the extent prohibited by law. In no event, however, shall the liability of SES exceed the amount of its applicable insurance coverage for the type of claim involved.

8.2 Limitations of liability and indemnities in this agreement are business understandings between the parties and shall apply to all different theories of recovery, including breach of contract or warranty, tort including negligence, strict or statutory negligence, or any other causes of action, except for willful misconduct or gross negligence. Parties mean the client and SES and their officers, employees, agents, affiliates, and subcontractors. The parties also agree that the client will not seek damages in excess of the limitations indirectly through suits with other parties who may join SES as third-party defendants.

8.3 Both the client and SES agree that they will not be liable to each other, under any circumstances, for special, consequential, or punitive damages, arising out of or related to this agreement. Individual employees or agents may not be held individually liable for negligence.

8.4 PURSUANT TO §558.0035, FLORIDA STATUES, CONSULTANT'S INDIVIDUAL EMPLOYEES AND/OR AGENTS MAY NOT BE HELD INDIVIDUALLY LIABLE FOR NEGLIGENCE ARISING OUT OF, CONNECTED WITH, OR RESULTING FROM THEIR SERVICES PROVIDED PURSUANT TO THIS AGREEMENT.

8.5 Client agrees to indemnify and hold harmless SES, its agents, employees, and owners or any person against loss or expense including attorney's fees, by reason of the liability imposed by law upon SES, except in cases of SES's sole negligence, for damages because of bodily injury, including death at any time resulting there from, sustained by any person or persons, or on account of damage to property arising out of or in consequence of this agreement or the work or services performed by SES resulting from this agreement, whether such injuries to persons or damages to property are due or claim to be due to any passive negligence of SES, its agents, employees, sub-contractors or any other person. It is further understood and agreed that Client shall, at the option of SES defend SES, its agents, employees, sub-contractors with appropriate legal counsel and shall bear all costs and expenses, including legal counsel's fees, in the defense of any claim or suit arising hereunder.

8.6 In the event SES is acting as a sub-contractor and Client is a General Contractor, then Client hereby exonerates, indemnifies, and holds harmless SES from any and all claims, loss, or damage. The Client agrees to assume entire responsibility and liability for all damages or injury to all persons, whether employees or otherwise, and to all property, arising out of, resulting from or in any manner connected with, the execution of the work provided for in this contract or occurring or resulting from the use by the Client, its agents or employees, whether the same be owned by the Client, sub-contractor or third parties, and the Client agrees to indemnify and save harmless SES, its agents and employees, from all such claims including, without limiting the generality of the foregoing, claims for which the Client may be, or may be claimed to be, liable, and legal fees and disbursements paid or incurred to enforce the provisions of this agreement, and Client further agrees to obtain, maintain and pay for such contractual liability insurance coverage as will insure the provisions of this paragraph.

Section 9 –
DISCOVERY OF UNANTICIPATED HAZARDOUS MATERIAL

9.1 Client warrants that a reasonable effort to inform SES of known or suspected hazardous materials on or near the project site has been made.

9.2 Hazardous materials may exist at the site where there is no reason to believe that they could or should be present. SES and the client agree that the discovery of unanticipated hazardous materials constitutes a changed condition mandating renegotiation of the scope of work or termination of services. SES and the client agree the discovery of hazardous materials may also make it necessary for SES to take immediate measures to protect health and safety. Client hereby authorizes SES to take those immediate measures and client agrees to pay for or reimburse SES for all such immediate measures. Client agrees to compensate for any equipment decontamination or other costs incident to the discovery of unanticipated hazardous materials.

9.3 SES agrees to notify the client when unanticipated hazardous materials or suspected hazardous materials are encountered. The client agrees to make any disclosure required by law to the appropriate governing agencies. The client also agrees to hold SES harmless for any or all consequences of disclosure made by SES which are required by governing law. In the event the project site is not owned by the client, client recognizes that it is the client's responsibility to inform the property owner of the discovery of unanticipated hazardous materials or suspected hazardous materials.

9.4 Notwithstanding any other provision of the agreement, the client waives any claim against SES, and to the maximum extent permitted by the law, agrees to defend, Indemnify, and save SES harmless from any claim, liability, and/or defense costs for injury or loss arising from SES's discovery of unanticipated hazardous materials including any cost associated with possible reduction of the property's value.

9.5 The client will be responsible for ultimate disposal of any samples secured by SES, which are found to be contaminated.

Section 10 - SITE RESPONSIBILITY

10.1 If services include construction testing the client agrees that SES will be expected to make on-site observations appropriate to the construction stage. The client further agrees that SES will not assume responsibility for the contractor's means, methods, techniques, sequences, or procedures of construction, and it is understood that the field services provided by SES will not relieve the contractor of his responsibilities for performing the work in accordance with the plans and specifications. The words "supervision", "inspection", or "control" are used to mean periodic observation of the work and the conduction of tests by geotechnical consultant to verify substantial compliance with the plans, specifications, and design concepts. Continuous monitoring by SES employees does not mean that our company is monitoring the placement of all materials.

10.2 Client agrees that the contractor(s) will be solely responsible for working conditions on the job site, including security and safety during performance of the work, and compliance with client safety requirements and OSHA regulations. It is agreed that SES is not responsible for job or site safety or security, other than for SES employees, and that SES does not have the right or duty to stop the work of others.

Section 11 - SAMPLING AND TEST LOCATION

11.1 Unless otherwise stated, the fees in this proposal do not include costs associated with the surveying of the site for the accurate horizontal and vertical locations of the tests. Field tests or boring locations described in a report or shown in sketches are based upon information furnished by others or estimates made in the field by our representatives. Such dimensions, depths or elevations should be considered as approximations unless otherwise stated. If the client specifies the test or boring location, we reserve the right to deviate a reasonable distance from the location specified.

Section 12 - INSURANCE

12.1 SES represents and warrants that it and all its agents, staff, and consultants employed by it are protected by Worker's Compensation insurance and that SES has such coverage under public liability and property damage insurance policies which SES deems to be adequate. Certificates for all such policies of insurance can be provided to client upon written request. Within the limits and conditions of such insurance, SES agrees to indemnify and save client harmless from and against any loss, damage or liability arising from any negligent acts by SES, its agents, staff, and consultants employed by it. SES shall not be responsible for any loss, damage, or liability beyond the amounts, limits, and conditions of such insurance. SES shall not be responsible for any loss, damage, or liability arising from any acts by client, staff, or any other consultants employed by it.

Section 13 - TERMINATION

13.1 This agreement may be terminated by either party upon seven (7) days written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof. Such termination shall not be effective if that substantial failure has been remedied before the expiration of the period specified in the written notice. In the event of termination, SES shall be paid for services performed to the termination notice date plus reasonable termination expenses.

Section 14 - ASSIGNS

14.1 Neither the Client nor SES may delegate, assign, sublet or transfer his duties or interest in this Agreement without the written consent of the other party.

Section 15 - ENTIRE AGREEMENT

15.1 This Agreement constitutes the entire Agreement and the terms set forth above supersede all previous correspondence and Agreements.

Section 16 - EQUAL OPPORTUNITY EMPLOYER

16.1 SES prohibits discrimination because of race, color, religion, handicap, sex, or national origin. SES promotes equal opportunity in employment through continuing programs of affirmative action in its operations.

Section 17 - APPLICABLE LAW

17.1 Unless otherwise specified, this agreement shall be construed according to the laws of the State of Alabama and enforced accordingly.

Jeff – Do you know if Julio is planning on giving us one more revised rendering with the last comments I made included, or have you approved it already? I ask because once we get the final rendering I will need to make a project display board and presentation to the Mayor's Office. This will also be the image that is given to the media for news coverage.

Thanks,

David M. Cordingly

Capital Improvement Project Manager

Architectural Engineering Department

City of Mobile

251-802-2436

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 3/16/2026

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

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Higginbotham Insurance Agency, Inc. 3632 Dauphin St Mobile AL 36608-1247 License#: 2081754	**CONTACT NAME:** Jackie Van Devender **PHONE (A/C, No, Ext):** 251-473-4600 **FAX (A/C, No):** 251-450-0032 **E-MAIL ADDRESS:** jvandevender@higginbotham.net
INSURED Forrest Daniell & Associates, P.C. 8007 American Way Daphne AL 36526 FORRDAN-01	**INSURER(S) AFFORDING COVERAGE** / **NAIC #** **INSURER A :** Continental Casualty Company / 20443 **INSURER B :** Alabama Retail Comp / 0 **INSURER C :** Safety National Casualty Corporation / 15105 **INSURER D :** Kinsale Insurance Company / 38920 **INSURER E :** **INSURER F :**

COVERAGES **CERTIFICATE NUMBER:** 1642074199 **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:	Y	Y	4024546685	3/11/2026	3/11/2027	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 $ 1,000,000 $ 10,000 $ 1,000,000 $ 2,000,000 $ 2,000,000 $
A	**AUTOMOBILE LIABILITY** ANY AUTO OWNED AUTOS ONLY SCHEDULED AUTOS X HIRED AUTOS ONLY X NON-OWNED AUTOS ONLY	Y	Y	4024546685	3/11/2026	3/11/2027	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 X RETENTION $ 10,000	Y	Y	4024546959	3/11/2026	3/11/2027	EACH OCCURRENCE AGGREGATE 	$ 1,000,000 $ 1,000,000 $
B C C	**WORKERS COMPENSATION AND EMPLOYERS' LIABILITY** ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N **(Mandatory in NH)** If yes, describe under DESCRIPTION OF OPERATIONS below	N / A	Y	4010768 PRE4004287 PRE4004287	1/1/2026 1/1/2026 1/1/2026	1/1/2027 1/1/2027 1/1/2027	X PER STATUTE OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ 2,000,000 $ 2,000,000 $ 2,000,000
D	Professional Liability			0100311319-1	7/2/2025	7/2/2026	Each Claim Aggregate	$1,000,000 $1,000,000

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

Coverage for Workers' Compensation is limited to the provisions of the Alabama Workers' Compensation Law.

The General Liability policy includes a blanket automatic additional insured endorsement that provides additional insured status to the certificate holder only when there is a written contract between the named insured and the certificate holder that requires such status.

The General Liability policy includes a blanket automatic waiver of subrogation endorsement that provides this feature only when there is a written contract between the named insured and the certificate holder that requires it.

See Attached...

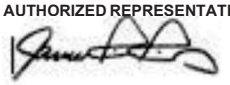
CERTIFICATE HOLDER

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



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AGENCY CUSTOMER ID: FORRDAN-01

LOC #:

ADDITIONAL REMARKS SCHEDULE

AGENCY	NAMED INSURED
Higginbotham Insurance Agency, Inc.	Forrest Daniell & Associates, P.C. 8007 American Way Daphne AL 36526
POLICY NUMBER	
CARRIER / NAIC CODE	EFFECTIVE DATE:

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: 25 FORM TITLE: CERTIFICATE OF LIABILITY INSURANCE

The General Liability policy has a blanket Primary & Non Contributory endorsement that affords that coverage to certificate holders only where there is a written contract between the Named Insured and the certificate holder that requires such status.

Umbrella is follow form.

Project Name: MFRD Fire Station No. 19 - New Station; Project# FD-032-24

City of Mobile is included as additional insured with respect to general liability, automobile liability and umbrella liability. All policies, except workers compensation, shall be primary and non-contributory with any other insurance in force or which may be purchased by additional insured. Waiver of subrogation applies in favor of City of Mobile with respect to general liability, automobile liability, umbrella liability and workers compensation and employer's liability. 30 day notice of cancellation, non-renewal or material change shall apply (except 10 days for non-payment).

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ADDITIONAL INTEREST SCHEDULE

LOCATION 1 **BUILDING** 1

Type: Owners , Lessees or Contractors
Additional Interest Name and Address:
LONG HOLLOW CHURCH
3031 Long Hollow Pike
HENDERSONVILLE , TN 37075

Type: Owners , Lessees or Contractors
Additional Interest Name and Address:
CITY OF MOBILE
P.O. BOX 1827
MOBILE , AL 36633

Type: Designated Person or Organization
Additional Interest Name and Address:
CHAMPION FOREST NORTH KLEIN
4515 SPRING STUEBNER ROAD
SPRING , TX 77389

Type: Owners , Lessees or Contractors
Additional Interest Name and Address:
MYRICK, GUROSKY & ASSOCIATES, INC.
700 MONTGOMERY HWY, SUITE 156
BIRMINGHAM , AL 35216

Type: Notice of Cancellation or Material Coverage Change
Additional Interest Name and Address:
FIRST BAPTIST CHURCH CONCORD
11704 KINGSTON PIKE
KNOXVILLE , TN 37934

Type: Owners , Lessees or Contractors
Additional Interest Name and Address:
BRENTWOOD BAPTIST CHURCH
7777 CONCORD ROAD
BRENTWOOD , TN 37027

Type: Notice of Cancellation or Material Coverage Change
Additional Interest Name and Address:
FIRST BAPTIST CHURCH ATLANTA
4400 N. PEACHTREE ROAD
ATLANTA , GA 30338

Type: Designated Person or Organization
Additional Interest Name and Address:
FIRST BAPTIST CHURCH ATLANTA
4400 N. PEACHTREE ROAD
ATLANTA , GA 30338

Type: Owners , Lessees or Contractors
Additional Interest Name and Address:
CHRIST COMMUNITY CHURCH
16301 OLD STATESVILLE RD
HUNTERSVILLE , NC 28078

ADDITIONAL INTEREST SCHEDULE

Type: Notice of Cancellation or Material Coverage Change
Additional Interest Name and Address:
FIRST BAPTIST CHURCH ROGERS
3364 W PLEASANT GROVE RD
ROGERS , AR 72758

Type: Notice of Cancellation or Material Coverage Change
Additional Interest Name and Address:
SUGAR HILL CHURCH
5091 NELSON BROGDON BLVD
SUGAR HILL , GA 30518

Type: Owners , Lessees or Contractors
Additional Interest Name and Address:
FIRST BAPTIST CHURCH CONCORD
11704 KINGSTON PIKE
KNOXVILLE , TN 37934

Type: Owners , Lessees or Contractors
Additional Interest Name and Address:
UNITED CITY CHURCH
19901 TOWNSEN BLVD
HUMBLE , TX 77338

Type: Owners , Lessees or Contractors
Additional Interest Name and Address:
MOUNT ZION BAPTIST CHURCH
228 MT. ZION ROAD
HUNTSVILLE , AL 35806

Type: Notice of Cancellation or Material Coverage Change
Additional Interest Name and Address:
CHRIST COMMUNITY CHURCH
16301 OLD STATESVILLE RD
HUNTERSVILLE , NC 28078

Type: Notice of Cancellation or Material Coverage Change
Additional Interest Name and Address:
CITY OF MOBILE
P.O. BOX 1827
MOBILE , AL 36633

Type: Notice of Cancellation or Material Coverage Change
Additional Interest Name and Address:
BRENTWOOD BAPTIST CHURCH
7777 CONCORD ROAD
BRENTWOOD , TN 37027

Type: Owners , Lessees or Contractors
Additional Interest Name and Address:
SUGAR HILL CHURCH
5091 NELSON BROGDON BLVD
SUGAR HILL , GA 30518

Type: Owners , Lessees or Contractors
Additional Interest Name and Address:

BLANKET ADDITIONAL INSURED AND LIABILITY EXTENSION ENDORSEMENT

This endorsement modifies insurance provided under the following:

BUSINESSOWNERS LIABILITY COVERAGE FORM
BUSINESSOWNERS COMMON POLICY CONDITIONS

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I. BLANKET ADDITIONAL INSURED PROVISIONS

A. ADDITIONAL INSURED – BLANKET VENDORS

Who Is An Insured is amended to include as an additional insured any person or organization (referred to below as vendor) with whom you agreed under a "**written contract**" to provide insurance, but only with respect to "**bodily injury**" or "**property damage**" arising out of "**your products**" which are distributed or sold in the regular course of the vendor's business, subject to the following additional exclusions:

1. The insurance afforded the vendor does not apply to:

a. "**Bodily injury**" or "**property damage**" for which the vendor is obligated to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages that the vendor would have in the absence of the contract or agreement;

b. Any express warranty unauthorized by you;

c. Any physical or chemical change in the product made intentionally by the vendor;

d. Repackaging, except when unpacked solely for the purpose of inspection, demonstration, testing, or the substitution of parts under instructions from the manufacturer, and then repackaged in the original container;

e. Any failure to make such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products;

f. Demonstration, installation, servicing or repair operations, except such operations performed at the vendor's premises in connection with the sale of the product;

g. Products which, after distribution or sale by you, have been labeled or relabeled or used as a container, part or ingredient of any other thing or substance by or for the vendor; or

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h. "**Bodily injury**" or "**property damage**" arising out of the sole negligence of the vendor for its own acts or omissions or those of its employees or anyone else acting on its behalf. However, this exclusion does not apply to:

(1) The exceptions contained in Subparagraphs **d.** or **f.**; or

(2) Such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products.

2. This insurance does not apply to any insured person or organization, from whom you have acquired such products, or any ingredient, part or container, entering into, accompanying or containing such products.

3. This provision **2.** does not apply to any vendor included as an insured by an endorsement issued by us and made a part of this Policy.

4. This provision **2.** does not apply if "**bodily injury**" or "**property damage**" included within the "**products-completed operations hazard**" is excluded either by the provisions of the Policy or by endorsement.

B. MISCELLANEOUS ADDITIONAL INSUREDS

1. **Who Is An Insured** is amended to include as an insured any person or organization (called additional insured) described in paragraphs **3.a.** through **3.j.** below whom you are required to add as an additional insured on this policy under a "**written contract**."

2. However, subject always to the terms and conditions of this policy, including the limits of insurance, we will not provide the additional insured with:

a. A higher limit of insurance than required by such "**written contract**;"

b. Coverage broader than required by such "**written contract**" and in no event greater than that described by the applicable paragraph a. through k. below; or

c. Coverage for "**bodily injury**" or "**property damage**" included within the "**products-completed operations hazard**." But this paragraph **c.** does not apply to the extent coverage for such liability is provided by paragraph **3.j.** below.

Any coverage granted by this endorsement shall apply only to the extent permitted by law.

3. Only the following persons or organizations can qualify as additional insureds under this endorsement:

a. Controlling Interest

Any persons or organizations with a controlling interest in you but only with respect to their liability arising out of:

(1) such person or organization's financial control of you; or

(2) Premises such person or organization owns, maintains or controls while you lease or occupy these premises;

provided that the coverage granted to such additional insureds does not apply to structural alterations, new construction or demolition operations performed by or for such additional insured.

b. Co-owner of Insured Premises

A co-owner of a premises co-owned by you and covered under this insurance but only with respect to the co-owners liability for "**bodily injury**," "**property damage**" or "**personal and advertising injury**" as co-owner of such premises.

c. Grantor of Franchise

Any person or organization that has granted a franchise to you, but only with respect to such person or organization's liability for "**bodily injury**," "**property damage**," or "**personal and advertising injury**" as grantor of a franchise to you.

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d. Lessor of Equipment

Any person or organization from whom you lease equipment, but only with respect to liability for "**bodily injury**," "**property damage**" or "**personal and advertising injury**" caused in whole or in part by your maintenance, operation or use of such equipment, provided that the "**occurrence**" giving rise to such "**bodily injury**" or "**property damage**" or the offense giving rise to such "**personal and advertising injury**" takes place prior to the termination of such lease.

e. Lessor of Land

Any person or organization from whom you lease land, but only with respect to liability for "**bodily injury**," "**property damage**" or "**personal and advertising injury**" arising out of the ownership, maintenance or use of that specific part of the land leased to you, provided that the "**occurrence**" giving rise to such "bodily injury" or "**property damage**" or the offense giving rise to such "**personal and advertising injury**," takes place prior to the termination of such lease. The insurance hereby afforded to the additional insured does not apply to structural alterations, new construction or demolition operations performed by, on behalf of or for such additional insured.

f. Lessor of Premises

An owner or lessor of premises leased to you, or such owner or lessor's real estate manager, but only with respect to liability for "**bodily injury**," "**property damage**" or "**personal and advertising injury**" arising out of the ownership, maintenance or use of such part of the premises leased to you, and provided that the "**occurrence**" giving rise to such "**bodily injury**" or "**property damage**" or the offense giving rise to such "**personal and advertising injury**," takes place prior to the termination of such lease. The insurance hereby afforded to the additional insured does not apply to structural alterations, new construction or demolition operations performed by, on behalf of or for such additional insured.

g. Mortgagee, Assignee or Receiver

A mortgagee, assignee or receiver of premises but only with respect to such mortgagee, assignee, or receiver's liability for "**bodily injury**," "**property damage**" or "**personal and advertising injury**" arising out of the ownership, maintenance, or use of a premises by you.
This insurance does not apply to structural alterations, new construction or demolition operations performed by, on behalf of or for such additional insured.

h. State or Political Subdivisions

A state or government agency or subdivision or political subdivision that has issued a permit or authorization, but only with respect to such government agency or subdivision or political subdivision's liability for "**bodily injury**," "**property damage**" or "**personal and advertising injury**" arising out of:

(1) The following hazards in connection with premises you own, rent, or control and to which this insurance applies:

(a) The existence, maintenance, repair, construction, erection, or removal of advertising signs, awnings, canopies, cellar entrances, coal holes, driveways, manholes, marquees, hoistaway openings, sidewalk vaults, street banners, or decorations and similar exposures; or

(b) The construction, erection, or removal of elevators; or

(c) The ownership, maintenance or use of any elevators covered by this insurance; or

(2) The permitted or authorized operations performed by you or on your behalf. But the coverage granted by this paragraph does not apply to:

(a) "**Bodily injury**", "**property damage**" or "**personal and advertising injury**" arising out of operations performed for the state or government agency or subdivision or political subdivision; or

(b) "**Bodily injury**" or "**property damage**" included within the "**products-completed operations hazard**."

With respect to this provision's requirement that additional insured status must be requested under a "**written contract**," we will treat as a "**written contract**" any governmental permit that requires you to add the governmental entity as an additional insured.

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i. Trade Show Event Lessor

With respect to your participation in a trade show event as an exhibitor, presenter or displayer, any person or organization whom you are required to include as an additional insured, but only with respect to such person or organization's liability for "**bodily injury**," "**property damage**," or "**personal and advertising injury**" caused by:

a. Your acts or omissions; or

b. Acts or omissions of those acting on your behalf;

in the performance of your ongoing operations at the trade show premises during the trade show event.

j. Other Person or Organization

Any person or organization who is not an additional insured under paragraphs **a.** through **i.** above. Such additional insured is an insured solely for "**bodily injury**," "**property damage**" or "**personal and advertising injury**" for which such additional insured is liable because of your acts or omissions.

The coverage granted by this paragraph does not apply to any person or organization:

(1) For "**bodily injury**," "**property damage**," or "**personal and advertising injury**" arising out of the rendering or failure to render any professional services;

(2) For "**bodily injury**" or "**property damage**" included in the "**products-completed operations hazard.**" But this provision **(2)** does not apply to such "**bodily injury**" or "**property damage**" if:

(a) It is entirely due to your negligence and specifically results from your work for the additional insured which is the subject to the "**written contract**"; and

(b) The "**written contract**" requires you to make the person or organization an additional insured for such "**bodily injury**" or "**property damage**"; or

(3) Who is afforded additional insured coverage under another endorsement attached to this policy.

C. ADDITIONAL PROVISIONS PERTINENT TO ADDITIONAL INSURED COVERAGE

1. With respect only to additional insured coverage provided under paragraphs **A.** and **B.** above:

a. The **BUSINESSOWNERS COMMON POLICY CONDITIONS** are amended to add the following to the Condition entitled **Other Insurance**:

This insurance is excess of all other insurance available to an additional insured whether primary, excess, contingent or on any other basis. However, if a "**written contract**" requires that this insurance be either primary or primary and noncontributing, then this insurance will be primary and non-contributory relative solely to insurance on which the additional insured is a named insured.

b. Under **Liability and Medical Expense Definitions**, the following definition is added:

"**Written contract**" means a written contract or agreement that requires you to make a person or organization an additional insured on this policy, provided the contract or agreement:

(1) Is currently in effect or becomes effective during the term of this policy; and

(2) Was executed prior to:

(a) The "**bodily injury**" or "**property damage**;" or

(b) The offense that caused the "**personal and advertising injury**";

for which the additional insured seeks coverage.

2. With respect to any additional insured added by this endorsement or by any other endorsement attached to this Coverage Part, the section entitled **Who Is An Insured** is amended to make the following natural persons insureds.

If the additional insured is:

a. An individual, then his or her spouse is an insured;

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b. A partnership or joint venture, then its partners, members and their spouses are insureds;

c. A limited liability company, then its members and managers are insureds;

d. An organization other than a partnership, joint venture or limited liability company, then its executive officers, directors and shareholders are insureds; or

e. Any type of entity, then its employees are insureds;

but only with respect to locations and operations covered by the additional insured endorsement's provisions, and only with respect to their respective roles within their organizations. Furthermore, employees of additional insureds are not insureds with respect to liability arising out of:

(1) "**Bodily injury**" or "**personal and advertising injury**" to any fellow employee or to any natural person listed in paragraphs **a.** through **d.** above;

(2) "**Property damage**" to property owned, occupied or used by their employer or by any fellow employee; or

(3) Providing or failing to provide professional health care services.

II. LIABILITY EXTENSION COVERAGES

It is understood and agreed that this endorsement amends the **Businessowners Liability Coverage Form.** If any other endorsement attached to this policy amends any provision also amended by this endorsement, then that other endorsement controls with respect to such provision, and the changes made by this endorsement to such provision do not apply.

A. Bodily injury – Expanded Definition

Under **Liability and Medical Expenses Definitions**, the definition of "**Bodily injury**" is deleted and replaced by the following:

"**Bodily injury**" means physical injury, sickness or disease sustained by a person, including death, humiliation, shock, mental anguish or mental injury by that person at any time which results as a consequence of the physical injury, sickness or disease.

B. Broad Knowledge of Occurrence

Under Businessowners Liability Conditions, the Condition entitled Duties In The Event of Occurrence, Offense, Claim or Suit is amended to add the following:

Paragraphs **a.** and **b.** above apply to you or to any additional insured only when such "**occurrence**," offense, claim or "**suit**" is known to:

(1) You or any additional insured that is an individual;

(2) Any partner, if you or an additional insured is a partnership;

(3) Any manager, if you or an additional insured is a limited liability company;

(4) Any "**executive officer**" or insurance manager, if you or an additional insured is a corporation;

(5) Any trustee, if you or an additional insured is a trust; or

(6) Any elected or appointed official, if you or an additional insured is a political subdivision or public entity.

This paragraph applies separately to you and any additional insured.

C. Estates, Legal Representatives and Spouses

The estates, heirs, legal representatives and spouses of any natural person insured shall also be insured under this policy; provided, however, coverage is afforded to such estates, heirs, legal representatives and spouses only for claims arising solely out of their capacity as such and, in the case of a spouse, where such claim seeks damages from marital common property, jointly held property, or property transferred from such natural person insured to such spouse. No coverage is provided for any act, error or omission of an estate, heir, legal representative or spouse outside the scope of such person's capacity as such, provided however that the spouse of a natural person Named Insured and the spouses of members or partners of joint venture or partnership Named Insureds are insureds with respect to such spouses' acts, errors or omissions in the conduct of the Named Insured's business.

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D. Fellow Employee First Aid Coverage

In the section entitled **Who Is An Insured**, paragraph **2.a.1.** is amended to add the following:

The limitations described in subparagraphs **2.a.1.(a)**, **(b)** and **(c)** do not apply to your "**employees**" for "**bodily injury**" that results from providing cardiopulmonary resuscitation or other first aid services to a co-"**employee**" or "**volunteer worker**" that becomes necessary while your "**employee**" is performing duties in the conduct of your business. Your "**employees**" are hereby insureds for such services. But the insured status conferred by this provision does not apply to "**employees**" whose duties in your business are to provide professional health care services or health examinations.

E. Legal Liability – Damage To Premises

1. Under **B. Exclusions, 1. Applicable to Business Liability Coverage**, Exclusion **k. Damage To Property**, is replaced by the following:

k. Damage To Property

"**Property damage**" to:

1. Property you own, rent or occupy, including any costs or expenses incurred by you, or any other person, organization or entity, for repair, replacement, enhancement, restoration or maintenance of such property for any reason, including prevention of injury to a person or damage to another's property;

2. Premises you sell, give away or abandon, if the "**property damage**" arises out of any part of those premises;

3. Property loaned to you;

4. Personal property in the care, custody or control of the insured;

5. That particular part of any real property on which you or any contractors or subcontractors working directly or indirectly in your behalf are performing operations, if the "**property damage**" arises out of those operations; or

6. That particular part of any property that must be restored, repaired or replaced because "**your work**" was incorrectly performed on it.

Paragraph **2** of this exclusion does not apply if the premises are "**your work**" and were never occupied, rented or held for rental by you.

Paragraphs **1**, **3**, and **4**, of this exclusion do not apply to "**property damage**" (other than damage by fire or explosion) to premises:

(1) rented to you:

(2) temporarily occupied by you with the permission of the owner, or

(3) to the contents of premises rented to you for a period of 7 or fewer consecutive days.

A separate limit of insurance applies to Damage To Premises Rented To You as described in Section D – Liability and Medical Expenses Limits of Insurance.

Paragraphs **3**, **4**, **5**, and **6** of this exclusion do not apply to liability assumed under a sidetrack agreement.

Paragraph **6** of this exclusion does not apply to "**property damage**" included in the "**products-completed operations hazard**."

2. Under **B. Exclusions**, **1. Applicable to Business Liability Coverage**, the following paragraph is added, and replaces the similar paragraph, if any, beneath paragraph **(14)** of the exclusion entitled **Personal and Advertising Injury**:

Exclusions **c, d, e, f, g, h, i, k, l, m, n, and o,** do not apply to damage by fire to premises while rented to you or temporarily occupied by you with permission of the owner or to the contents of premises rented to you for a period of 7 or fewer consecutive days. A separate limit of insurance applies to this coverage as described in **Section D. Liability And Medical Expenses Limits Of Insurance**.

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3. The first Paragraph under item **5. Damage To Premises Rented To You Limit** of the section entitled **Liability And Medical Expenses Limits Of Insurance** is replaced by the following:

   The most we will pay under Business Liability for damages because of **"property damage"** to any one premises, while rented to you or temporarily occupied by you with the permission of the owner, including contents of such premises rented to you for a period of 7 or fewer consecutive days, is the Damage to Premises Rented to You Limit. The Damage to Premises Rented to You Limit is the greater of:

   a. $1,000,000; or

   b. The Damage to Premises Rented to You Limit shown in the Declarations.

F. Personal and Advertising Injury – Discrimination or Humiliation

1. Under **Liability and Medical Expenses Definitions**, the definition of **"personal and advertising injury"** is amended to add the following:

   h. Discrimination or humiliation that results in injury to the feelings or reputation of a natural person, but only if such discrimination or humiliation is:

   (1) Not done intentionally by or at the direction of:

   (a) The insured; or

   (b) Any **"executive officer**," director, stockholder, partner, member or manager (if you are a limited liability company) of the insured; and

   (2) Not directly or indirectly related to the employment, prospective employment, past employment or termination of employment of any person or person by any insured.

2. Under **B. Exclusions, 1. Applicable to Business Liability Coverage**, the exclusion entitled **Personal and Advertising Injury** is amended to add the following additional exclusions:

   (15) Discrimination Relating to Room, Dwelling or Premises

   Caused by discrimination directly or indirectly related to the sale, rental, lease or sub-lease or prospective sale, rental, lease or sub-lease of any room, dwelling or premises by or at the direction of any insured.

   (16) Employment Related Discrimination

   Discrimination or humiliation directly or indirectly related to the employment, prospective employment, past employment or termination of employment of any person by any insured.

   (17) Fines or Penalties

   Fines or penalties levied or imposed by a governmental entity because of discrimination.

3. This provision **(Personal and Advertising Injury – Discrimination or Humiliation)** does not apply if **Personal and Advertising Injury** Liability is excluded either by the provisions of the Policy or by endorsement.

G. Personal and Advertising Injury - Broadened Eviction

Under **Liability and Medical Expenses Definitions**, the definition of **"Personal and advertising injury"** is amended to delete Paragraph c. and replace it with the following:

c. The wrongful eviction from, wrongful entry into, or invasion of the right of private occupancy of a room dwelling or premises that a person or organization occupies committed by or on behalf of its owner, landlord or lessor.

H. Waiver of Subrogation – Blanket

We waive any right of recovery we may have against:

a. Any person or organization with whom you have a written contract that requires such a waiver.

All other terms and conditions of the Policy remain unchanged.

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IMPORTANT: THIS ENDORSEMENT CONTAINS DUTIES THAT APPLY TO THE ADDITIONAL INSURED IN THE EVENT OF OCCURRENCE, OFFENSE, CLAIM OR SUIT. SEE PARAGRAPH C., OF THIS ENDORSEMENT FOR THESE DUTIES.

BLANKET ADDITIONAL INSURED ENDORSEMENT WITH PRODUCTS-COMPLETED OPERATIONS COVERAGE AND BLANKET WAIVER OF SUBROGATION

Architects, Engineers and Surveyors

This endorsement modifies insurance provided under the following:

BUSINESSOWNERS LIABILITY COVERAGE FORM
BUSINESSOWNERS COMMON POLICY CONDITIONS

A. **Who Is An Insured** is amended to include as an insured any person or organization whom you are required to add as an additional insured on this policy under a written contract or written agreement; but the written contract or written agreement must be:

1. Crrently in effect or becoming effective during the term of this policy; and

2. Executed prior to the:

a. "**Bodily injury**" or "**property damage**"; or

b. Offense that caused the "**personal and advertising injury**";

for which the additional insured seeks coverage

B. The insurance provided to the additional insured is limited as follows:

1. The person or organization is an additional insured only with respect to liability for "**bodily injury**," "**property damage**" or "**personal and advertising injury**" caused in whole or in part by:

a. Your acts or omissions; or

b. The acts or omissions of those acting on your behalf,

in the performance of your ongoing operations specified in the written contract or written agreement; or

c. "**Your work**" that is specified in the written contract or written agreement, but only for "**bodily injury**" or "**property damage**" included in the "**products-completed operations hazard**," and only if:

(1) The written contract or written agreement requires you to provide the additional insured such coverage; and

(2) This Coverage Part provides such coverage.

2. The Limits of Insurance applicable to the additional insured are those specified in the written contract or written agreement or in the Declarations of this policy, whichever is less. These Limits of Insurance are inclusive of, and not in addition to, the Limits of Insurance shown in the Declarations.

3. The insurance provided to the additional insured does not apply to "**bodily injury**," "**property damage**" or "**personal and advertising injury**" arising out of an architect's, engineer's, or surveyor's rendering of or failure to render any professional services including:

a. The preparing, approving, or failing to prepare or approve maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications by any architect, engineer or surveyor performing services on a project of which you serve as construction manager; or

b. Inspection, supervision, quality control, engineering or architectural services done by you on a project of which you serve as construction manager.

4. The insurance provided to the additional insured does not apply to "**bodily injury**," "**property damage**" or "**personal and advertising injury**" arising out of construction or demolition work while you are acting as a construction or demolition contractor.

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C. Under **Businessowners Liability Conditions**, the condition entitled **Duties In The Event of Occurrence, Offense, Claim or Suit** is amended to add the following:

An additional insured under this endorsement will as soon as practicable:

1. Give written notice of an occurrence or an offense to us which may result in a claim or "**suit**" under this insurance;

2. Tender the defense and indemnity of any claim or "**suit**" to us for a loss we cover under this Coverage Part;

3. Except as provided for in paragraph **D.2.** below:

a. Tender the defense and indemnity of any claim or "**suit**" to any other insurer which also has insurance for a loss we cover under this Coverage Part; and

b. Agree to make available any other insurance which the additional insured has for a loss we cover under this Coverage Part.

We have no duty to defend or indemnify an additional insured under this endorsement until we receive written notice of a claim or "**suit**" from the additional insured.

D. With respect only to the insurance provided by this endorsement, the condition entitled **Other Insurance** of the **BUSINESSOWNERS COMMON POLICY CONDITIONS** is amended to delete paragraphs **2.** and **3.** and replace them with the following:

2. This insurance is excess over any other insurance available to the additional insured, whether primary, excess, contingent or on any other basis, But if required by the written contract or written agreement, this insurance will be primary and noncontributory relative to insurance on which the additional insured is a Named Insured.

3. When this insurance is excess, we will have no duty under **Business Liability** insurance to defend the additional insured against any "**suit**" if any other insurer has a duty to defend the additional insured against that "**suit**" If no other insurer defends, we will undertake to do so, but we will be entitled to the additional insured's rights against all those other insurers.

When this insurance is excess over other insurance, we will pay only our share of the amount of the loss, if any, that exceeds the sum of:

(a) The total amount that all such other insurance would pay for the loss in the absence of this insurance; and

(b) The total of all deductible and self-insured amounts under all that other insurance.

We will share the remaining loss, if any, with any other insurance that is not described in this Excess Insurance provision and was not bought specifically to apply in excess of the Limits of Insurance shown in the Declarations of this Coverage Part.

E. Additional Insured – Extended Coverage

When an additional insured is added by this or any other endorsement attached to this Coverage Part, the section entitled **Who Is An Insured** is amended to make the following natural persons insureds:

If the additional insured is:

1. An individual, then his or her spouse is an insured;

2. A partnership or joint venture, then its partners, members and their spouses are insureds;

3. A limited liability company, then its members and managers are insureds;

4. An organization other than a partnership, joint venture or limited liability company, then its executive officers, directors and shareholders are insureds; or

5. Any type of entity, then its employees are insureds;

but only with respect to locations and operations covered by the additional insured endorsement's provisions, and only with respect to their respective roles within their organizations. Furthermore, employees of additional insureds are not insureds with respect to liability arising out of:

(1) "**Bodily injury**" or "**personal and advertising injury**" to any fellow employee or to any natural person listed in paragraphs **1.** through **4.** above;

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(2) "**Property damage**" to property owned, occupied or used by their employer or by any fellow employee; or

(3) Providing or failing to provide professional health care services.

F. The condition entitled **Transfer of Rights of Recovery Against Others to Us** of the **BUSINESSOWNERS COMMON POLICY CONDITIONS** is amended to deleted paragraph **2.** and replace it with the following:

2. We waive any right of recovery we may have against any person or organization with whom you have agreed to waive such right of recovery in a written contract or agreement because of payments we make for injury or damage arising out of your ongoing operations or "**your work**" done under a contract with that person or organization and included within the "**products-completed operations hazard**."

All other terms and conditions of the Policy remain unchanged.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

WAIVER OF SUBROGATION

SCHEDULE

Name Of Person Or Organization:
MYRICK, GUROSKY & ASSOCIATES, INC. UNITED CITY CHURCH SUGAR HILL CHURCH CHRIST COMMUNITY CHURCH FIRST BAPTIST CHURCH CONCORD FIRST BAPTIST CHURCH ROGERS CHAMPION FOREST CHAMPION FOREST NORTH KLEIN FIRST BAPTIST CHURCH ATLANTA MOUNT ZION BAPTIST CHURCH CITY OF MOBILE BRENTWOOD BAPTIST CHURCH LONG HOLLOW CHURCH SOUTHERN BAPTISTS OF TEXAS CONVENTION
* Information required to complete this Schedule, if not shown on this endorsement, will be shown in the Declarations.

This endorsement modifies insurance provided under the following:

BUSINESSOWNERS COMMON POLICY CONDITIONS

We waive any right of recovery we may have against:

1. Any person or organization shown above or in the Declarations; or
2. Any person or organization with which you have a written contract that requires such a waiver, provided the contract was executed prior to the loss.

All other terms and conditions of the Policy remain unchanged.

3002000854024546685 4547

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – SCHEDULED PERSON OR ORGANIZATION - WITH PRODUCTS COMPLETED OPERATIONS COVERAGE

This endorsement modifies insurance provided under the following:

BUSINESSOWNERS LIABILITY COVERAGE FORM

SCHEDULE*

Name Of Person Or Organization:
* Information required to complete this Schedule, if not shown on this endorsement, will be shown in the Declarations.

A. The following is added to Paragraph **C. Who Is An Insured:**

4. Any person(s) or organization(s) shown in the Schedule is also an additional insured, but only with respect to liability for "bodily injury," "property damage" or "personal and advertising injury," caused, in whole or in part, by:

a. Your acts or omissions; or

b. 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; or

c. "Your work" that is included in the "products-completed operations hazard" and performed for the additional insured, but only if this Policy provides such coverage, and only if the written contract or written agreement requires you to provide the additional insured such coverage.

B. The insurance provided to the additional insured does not apply to "bodily injury," "property damage," or "personal and advertising injury" arising out of:

1. The rendering of, or the failure to render any professional architectural, engineering, or surveying services, including:

(a) The preparing, approving, or failing to prepare or approve maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; and

(b) Supervisory, inspection, architectural or engineering activities.

2. "Bodily Injury," "property damage," or "personal and advertising injury" arising out of any premises or work for which the additional insured is specifically listed as an additional insured on another endorsement attached to this Policy.

C. The following is added to **Paragraph H.** of the **Businessowners Common Policy Conditions:**

H. Other Insurance

This insurance is excess over any other insurance naming the additional insured as an insured whether primary, excess, contingent or on any other basis unless a written contract or written agreement specifically requires that this insurance be either primary or primary and noncontributing.

PO Box 240549
Montgomery, AL 36124-0549
P: (800) 239-5423
support@alabamaretail.org
alabamaretailcomp.org

WORKERS' COMPENSATION AND EMPLOYERS' LIABILITY COVERAGE

Employer:	Forrest Daniell & Associates, P.C. Contact: Forrest Daniell 8007 American Way Daphne, AL 36526-5311 P: (251) 625-6490 E: forrest@fdaniell.com	Producer:	385-8 Higginbotham Mobile (251) 473-4600

ARC Employer #:	4010768	Inception Date:	02/24/2022
Employer FEIN:	20-0309784	Endt. Effective Date:	01/01/2026
Legal Entity Type:	Corporation	Endt. Issue Date:	11/14/2025
State GSI #:	11-15025	Endorsement No.:	0

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT
Coverage Period: 01/01/2026 – 01/01/2027

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.

Notice of Cancellation is provided to the Named Employer and Agent of Record per coverage terms and conditions: upon employer's request, 10-day notice for non-payment of premium, and 30-day notice for any other reason.

SCHEDULE

City of Mobile

PO Box 1827
Mobile, AL 36633-1827

Effective: 1/1/2026 - 1/1/2027

Long Hollow Church

3031 Long Hollow Pike
Hendersonville, TN 37075

Effective: 1/1/2026 - 1/1/2027

AGENCY CUSTOMER ID: FORRDAN-01

LOC #:

ADDITIONAL REMARKS SCHEDULE

AGENCY	NAMED INSURED
Higginbotham Insurance Agency, Inc.	Forrest Daniell & Associates, P.C. 8007 American Way Daphne AL 36526
POLICY NUMBER	
CARRIER / NAIC CODE	EFFECTIVE DATE:

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

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

The General Liability policy has a blanket Primary & Non Contributory endorsement that affords that coverage to certificate holders only where there is a written contract between the Named Insured and the certificate holder that requires such status.

Umbrella is follow form.

Project Name: MFRD Fire Station No. 19 - New Station; Project# FD-032-24

City of Mobile is included as additional insured with respect to general liability, automobile liability and umbrella liability. All policies, except workers compensation, shall be primary and non-contributory with any other insurance in force or which may be purchased by additional insured. Waiver of subrogation applies in favor of City of Mobile with respect to general liability, automobile liability, umbrella liability and workers compensation and employer's liability. 30 day notice of cancellation, non-renewal or material change shall apply (except 10 days for non-payment).

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10.08.2024

Dear Council Members:

Attached to this memo is an agreement between the FORREST DANIELL & ASSOCIATES, PC and the City of Mobile, for the project titled “MFRD NEW FIRE STATION #19” in the amount of $187,439.40.

The existing Mobile Fire Station No. 19 (built-1957) has exceeded its usable lifespan and has an extensive backlog of mechanical issues that need to be addressed. The 66-year-old building no longer serves the needs of the Mobile Fire-Rescue Department, and so, this project is to design a new Fire Station No. 19.

We look forward to continued communication on this important project. Please call me at (251) 208-7637 or email me at david.cordingly@cityofmobile.org or Cassie Boatwright at 251-208-7627 or email at boatwright@cityofmobile.org with questions or concerns.

Respectfully,

Cordingly, David
CIP Project Manager
Architectural Engineering
(251) 208-7637

Information on this project is follows:

Commitment Type:	Architectural
Department:	Architectural Engineering
Fiscal Year:	2024
District:	

RESOLUTION

Sponsored by: Councilmember Ben Reynolds and Mayor William S. Stimpson

BE IT RESOLVED BY THE CITY COUNCIL OF MOBILE, ALABAMA, that the Mayor and the City Clerk be, and they hereby are, authorized and directed to execute and attest, respectively, for and on behalf of the City of Mobile, an Agreement, by and between the City of Mobile, and the company listed below, for work as outlined in the 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.

Name of company:	Forrest Daniell & Associates, P.C.
Project name:	CIP MFRD Fire Station No. 19 – New Station
Project number:	FD-032-24
Amount:	$187,439.40

Adopted: NOV - 5 2024

City Clerk

CAPITAL CONTRACT SUMMARY SHEET

(2 COPIES REQUIRED)

CONTRACT #

PROJECT NAME: CIP MFRD Fire Station No. 19 – New Station

CAPITAL PROJECT #: C0915 (20002000-42200)

CONTRACT AMOUNT: $187,439.40 **DATE OF RECEIPT:** _____

ARCHITECTURAL ENGINEERING PROJECT #: FD-032-24

PROJECT DESCRIPTION: To provide Professional Architectural and Engineering Design Services and Construction Administration for the new Mobile Fire-Rescue Department Fire Station No.19.

VENDOR NAME: Forrest Daniell & Associates, P.C.

VENDOR NUMBER: 299174

DEPT #: 3032 **DEPT NAME:** ARCHITECTURAL ENGINEERING

CONTRACT ADMINISTRATOR: CASSIE BOATWRIGHT (Director of REAM)

Please Select by circling one (Type):

Architectural	Engineering	Testing	Professional Services
Construction (Unit Price)*	Construction**	ROW (Acquisitions)	
Performance-Contributed	Contractual	Non-Contractual	

RETAINAGE INFORMATION:

SHOULD RETAINAGE BE WITHHELD? Y ___ N X ; 5% of the 1st 50% ___ or

If different, indicate special rate _____

Unit Price Contracts are estimates per F. Kessler - do not require Change Orders

****General Construction requires Change Order for 10% overages.***

Prepared by: Emma Dean – Office Assistant II **Date:** 10/16/2024

10.08.2024

Dear Council Members:

Attached to this memo is an agreement between the FORREST DANIELL & ASSOCIATES, PC and the City of Mobile, for the project titled "Fire Station #19 (McCosker) - New Station" in the amount of $187,439.40.

The existing Mobile Fire Station No. 19 (built-1957) has exceeded its usable lifespan and has an extensive backlog of mechanical issues that need to be addressed. The 66-year-old building no longer serves the needs of the Mobile Fire-Rescue Department, and so, this project is to design a new Fire Station No. 19.

We look forward to continued communication on this important project. Please call me at (251) 208-7637 or email me at david.cordingly@cityofmobile.org or Cassie Boatwright at 251-208-7627 or email at boatwright@cityofmobile.org with questions or concerns.

Respectfully,

Cordingly, David
CIP Project Manager
Architectural Engineering
(251) 208-7637

Information on this project is follows:

Commitment Type:	Architectural
Department:	Architectural Engineering
Fiscal Year:	2024
District:	

AIA® Document B101® – 2017

Standard Form of Agreement Between Owner and Architect

AGREEMENT made as of the 5 day of November in the year 2024
(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
Contact: David M. Cordingly

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

FORREST DANIELL & ASSOCIATES, P.C.
8007 American Way
Daphne, Alabama 36526
Contact: Jeff Jordan

City of Mobile Business License No.: 51072
City of Mobile Vendor No.: 299174
Secretary of State Registration No.: 000-231-624

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

MFRD FIRE STATION NO. 19 – NEW STATION
1301 Azalea Road
Mobile, Alabama 36693

City of Mobile Project No.: FD-032-24
Scope: To provide Professional Architectural and Engineering Design Services and Construction Administration for the new Mobile Fire-Rescue Department Fire Station No. 19.

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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User Notes:
(1112687689)

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ARTICLE 1 INITIAL INFORMATION

§ 1.1 This Agreement is based on the Initial Information set forth in this Section 1.1., Article 2 – Architect's Responsibilities, and in Exhibit A – Consultant's Proposal for Architectural Services for: MFRD Fire Station No. 19, dated August 30, 2024.
(For each item in this section, insert the information or a statement such as "not applicable" or "unknown at time of execution.")

§ 1.1.1 The Owner's program for the Project:
(Insert the Owner's program, identify documentation that establishes the Owner's program, or state the manner in which the program will be developed.)

As provided in in Exhibit A – Consultant's Proposal for Architectural Services for: MFRD Fire Station No. 19, dated August 30, 2024, respectively.

§ 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.)

The new MFRD Fire Station No. 19 will be 4-bay station approximately 12,000 gross square feet in size and will replace the existing Fire Station No. 19 (built 1957) located at 1275 Azalea Road, Mobile, AL. The new station will help maintain the MFRD's high quality of service and their current ISO Class 1 Rating to promote safety for the people of the City of Mobile. The station will include staff offices, bunkrooms, toilets and showers, kitchen, day room, workout room, laundry rooms, radio room, tool room, storage rooms, and four engine bays to accommodate various large firefighting apparatus.

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§ 1.1.3 The Owner's budget for the Cost of the Work, as defined in Section 6.1:
(Provide total and, if known, a line item breakdown.)

The estimated cost of construction for the new MFRD Fire Station No. 19 is Three Million, Two Hundred Forty-Nine Thousand, Eight Hundred, and 00/100 (3,249,800.00)

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

.1 Design phase milestone dates, if any:

Schematic Design (30%) – 4 weeks
Design Development (60%) – 4 weeks
Construction Documents (90%) – 5 weeks
Final Bid Documents (100%) – 2 weeks

.2 Construction commencement date:

Immediately upon receipt of written Notice to Proceed
Anticipate construction commencement date: May 1, 2025

.3 Substantial Completion date or dates:

Within Twelve (12) months from the Notice to Proceed.
(Paragraph deleted)
Anticipate substantial completion date: May 1, 2026

§ 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 and Asset Management
City of Mobile
P. O. Box 1827
Mobile, Alabama 36633-182

§ 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.)

To Be Determined

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§ 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 Surveyor:

Wattier Surveying, Inc.
4318 Downtowner Loop, North Building, Suite H
Mobile, Alabama 36609

.2 Construction Material Testing:

To Be Determined

.3 Other, if any:
(List any other consultants and contractors retained by the Owner.)

To Be Determined

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

Jeff Jordan, Vice-President
Forrest Daniell & Associates, P.C.
8007 American Way
Daphne, Alabama 36526
jjordan@fdaniell.com
(251) 625-6490

§ 1.1.11 The Architect shall retain the Consultants identified in Sections 1.1.11.1 and as described in the Architect's Fee Proposal, Exhibit A:

§ 1.1.11.1 Consultants retained under Basic Services:

.1 Civil Engineering:

Driven Engineering, Inc.
8005 Morris Hill Road
Semmes, Alabama 36757
Phone: (251) 649-4011

.2 Structural Engineer:

Gulf States Engineering, Inc. (GSE)
600 Azalea Road
Mobile, Alabama 36609
Phone: (251) 460-4646

.3 Mechanical, Electrical, and Plumbing Engineer:

Gulf States Engineering, Inc. (GSE)
600 Azalea Road
Mobile, Alabama 36609
Phone: (251) 460-4646

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(Paragraphs deleted)

§ 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.

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

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

3. Automobile Liability Insurance:

.1 Automobile Liability Insurance to cover any auto, including owned, non-owned, and hired vehicles, 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, 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 and E of the City of Mobile Insurance Requirements attached hereto, 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)

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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.

§ 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.

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§ 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.

§ 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 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 applicable, in Architect's determination, architectural, structural, mechanical and electrical systems, and other appropriate elements. The Design Development Documents shall also include outline specifications that identify major materials and systems and establish, in general, their quality levels.

§ 3.3.2 The Architect shall update the estimate of the Cost of the Work prepared in accordance with Section 6.3.

§ 3.3.3 The Architect shall submit the Design Development Documents to the Owner, advise the Owner of any adjustments to the estimate of the Cost of the Work, and request the Owner's approval.

§ 3.4 Construction Documents Phase Services

§ 3.4.1 Based on the Owner's approval of the Design Development Documents, and on the Owner's authorization of any adjustments in the Project requirements and the budget for the Cost of the Work, the Architect shall prepare Construction Documents for the Owner's approval. The Construction Documents shall illustrate and describe the further development of the approved Design Development Documents and shall consist of Drawings and Specifications setting forth in detail the quality levels and performance criteria of materials and systems and other requirements for the construction of the Work. The Owner and Architect acknowledge that, in order to perform the Work, the Contractor will provide additional information, including Shop Drawings, Product Data, Samples and other similar submittals, which the Architect shall review in accordance with Section 3.6.4.

§ 3.4.2 The Architect shall assist in the submission of completed construction documents to governmental authorities having jurisdiction over the Project. They shall incorporate any comments and correct any design issues required for permitting approval. Application to City of Mobile permitting department shall be made at no cost to Consultant. Corrections required due to Architect's negligence or other failure to meet its professional standard of care, if any, shall be made as part of Scope of Architect's Basis Services.

§ 3.4.3 During the development of the Construction Documents, the Architect shall assist the Owner in the development and preparation of (1) procurement information that describes the time, place, and conditions of bidding, including bidding or proposal forms; (2) the form of agreement between the Owner and Contractor; and (3) the Conditions of the Contract for Construction (General, Supplementary and other Conditions). The Architect shall also assist in the compiling of a project manual that includes the Conditions of the Contract for Construction and Specifications, and may include bidding requirements and sample forms.

§ 3.4.4 The Architect shall update the estimate for the Cost of the Work prepared in accordance with Section 6.3.

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§ 3.4.5 The Architect shall submit the technical Construction Documents to the Owner, advise the Owner of any adjustments to the estimate of the Cost of the Work, take any action required under Section 6.5, and request the Owner's approval.

§ 3.5 Procurement Phase Services

§ 3.5.1 General

The Architect shall assist the Owner in establishing a list of prospective contractors. Following the Owner's approval of the Construction Documents, the Architect shall assist the Owner in (1) obtaining competitive bids; (2) confirming responsiveness of bids or proposals; (3) determining the successful bid or proposal, if any; and, (4) awarding and preparing contracts for construction.

§ 3.5.2 Competitive Bidding

§ 3.5.2.1 Bidding Documents shall consist of bidding requirements and proposed Contract Documents.

§ 3.5.2.2 The Architect shall assist the Owner in bidding the Project by:

.1 procuring the reproduction of Bidding Documents.

.2 using Owner's approved procedures, facilitating the distribution of Bidding Documents to prospective bidders; requesting their return upon completion of the bidding process, and maintaining a log of distribution and retrieval and of the amounts of deposits, if any, received from and returned to prospective bidders; The Architect shall pay directly for the cost of reproduction, and shall be reimbursed for out-of-pocket reproduction expenses in accordance with Owner's approved procedures.

.3 organizing and conducting a pre-bid conference for prospective bidders, in which the Architect's Consultants shall participate;

.4 preparing responses to questions from prospective bidders and providing clarifications and interpretations of the Bidding Documents to the prospective bidders in the form of addenda; and,

.5 participating in the opening of the bids, and subsequently review bids received, make award recommendations and document and distribute the bidding results, as directed by the Owner.

§ 3.5.2.3 If the Bidding Documents permit substitutions, upon the Owner's written authorization, the Architect shall, consider requests for substitutions and prepare and distribute addenda identifying approved substitutions to all prospective bidders.

(Paragraphs deleted)

§ 3.6 Construction Phase Services

§ 3.6.1 General

§ 3.6.1.1 The Architect shall provide administration of the Contract between the Owner and the Contractor as set forth below and in AIA Document A201™–2017, General Conditions of the Contract for Construction, including the Owner's then-current modifications which may be obtained from the Owner's Architectural Engineering Department.

§ 3.6.1.2 The Architect shall advise and consult with the Owner during the Construction Phase Services. The Architect shall have authority to act on behalf of the Owner only to the extent provided in this Agreement. The Architect shall not have control over, charge of, or responsibility for the construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Work, nor shall the Architect be responsible for the Contractor's failure to perform the Work in accordance with the requirements of the Contract Documents. The Architect shall be responsible for the Architect's negligent acts or omissions, but shall not have control over or charge of, and shall not be responsible for, acts or omissions of the Contractor or of any other persons or entities performing portions of the Work.

§ 3.6.1.3 Subject to Section 4.2 and except as provided in Section 3.6.6.5, the Architect's responsibility to provide Construction Phase Services commences with the award of the Contract for Construction and terminates on the date the Architect issues the final Certificate for Payment, or when the as-built record drawings and all Close-out Documents are delivered to and approved by the Owner, whichever is latest.

§ 3.6.2 Evaluations of the Work

§ 3.6.2.1 The Architect, as a representative of the Owner, and the Architect's Consultants, shall visit the site at intervals appropriate to the stage of construction, or as otherwise required in Section 4.2.3, to become generally familiar with the progress and quality of the portion of the Work completed, and to determine, in general, if the Work

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observed is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents. However, neither the Architect nor the Architect's Consultant shall be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. On the basis of the site visits, the Architect shall keep the Owner reasonably informed about the progress and quality of the portion of the Work completed, and promptly report to the Owner (1) known deviations from the Contract Documents, (2) known deviations from the most recent construction schedule submitted by the Contractor, and (3) defects and deficiencies observed in the Work.

§ 3.6.2.2 The Architect has the authority to reject Work that does not conform to the Contract Documents. Whenever the Architect considers it necessary or advisable, the Architect shall have the authority to require inspection or testing of the Work in accordance with the provisions of the Contract Documents, whether or not the Work is fabricated, installed or completed. However, neither this authority of the Architect nor a decision made in good faith either to exercise or not to exercise such authority shall give rise to a duty or responsibility of the Architect to the Contractor, Subcontractors, suppliers, their agents or employees, or other persons or entities performing portions of the Work.

§ 3.6.2.3 The Architect shall interpret and decide matters concerning performance under, and requirements of, the Contract Documents on written request of either the Owner or Contractor. The Architect's response to such requests shall be made in writing within any time limits agreed upon or otherwise with reasonable promptness.

§ 3.6.2.4 Interpretations and decisions of the Architect shall be consistent with the intent of, and reasonably inferable from, the Contract Documents and shall be in writing or in the form of drawings. When making such interpretations and decisions, the Architect shall endeavor to secure faithful performance by both Owner and Contractor, shall not show partiality to either, and shall not be liable for results of interpretations or decisions rendered in good faith. The Architect's decisions on matters relating to aesthetic effect shall be final if consistent with the intent expressed in the Contract Documents.

§ 3.6.2.5 Unless the Owner and Contractor designate another person to serve as an Initial Decision Maker, as that term is defined in AIA Document A201–2017, the Architect shall render initial decisions on Claims between the Owner and Contractor as provided in the Contract Documents.

§ 3.6.3 Certificates for Payment to Contractor

§ 3.6.3.1 The Architect shall review and certify the amounts due the Contractor and shall issue certificates in such amounts. The Architect's certification for payment shall constitute a representation to the Owner, based on the Architect's evaluation of the Work as provided in Section 3.6.2 and on the data comprising the Contractor's Application for Payment, that, to the best of the Architect's knowledge, information and belief, the Work has progressed to the point indicated, the quality of the Work is in accordance with the Contract Documents, and that the Contractor is entitled to payment in the amount certified. The foregoing representations are subject to (1) an evaluation of the Work for conformance with the Contract Documents upon Substantial Completion, (2) results of subsequent tests and inspections, (3) correction of minor deviations from the Contract Documents prior to completion, and (4) specific qualifications expressed by the Architect.

§ 3.6.3.2 The issuance of a Certificate for Payment shall not be a representation that the Architect has (1) made exhaustive or continuous on-site inspections to check the quality or quantity of the Work, (2) reviewed construction means, methods, techniques, sequences or procedures, (3) reviewed copies of requisitions received from Subcontractors and suppliers and other data requested by the Owner to substantiate the Contractor's right to payment, or (4) ascertained how or for what purpose the Contractor has used money previously paid on account of the Contract Sum.

§ 3.6.3.3 The Architect shall maintain a record of the Applications and Certificates for Payment.

§ 3.6.4 Submittals

§ 3.6.4.1 The Architect and the Architect's Consultant shall review the Contractor's submittal schedule and shall not unreasonably delay or withhold approval of the schedule. The Architect's action in reviewing submittals shall be taken in accordance with the approved submittal schedule or, in the absence of an approved submittal schedule, with reasonable promptness while allowing sufficient time, in the Architect's professional judgment, to permit adequate review.

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§ 3.6.4.2 The Architect and the Architect's Consultant shall review and approve, or take other appropriate action upon, the Contractor's submittals such as Shop Drawings, Product Data and Samples, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. Review of such submittals is not for the purpose of determining the accuracy and completeness of other information such as dimensions, quantities, and installation or performance of equipment or systems, which are the Contractor's responsibility. The Architect's review shall not constitute approval of safety precautions or construction means, methods, techniques, sequences or procedures. The Architect's approval of a specific item shall not indicate approval of an assembly of which the item is a component.

§ 3.6.4.3 If the Contract Documents specifically require the Contractor to provide professional design services or certifications by a design professional related to systems, materials, or equipment, the Architect shall specify the appropriate performance and design criteria that such services must satisfy. The Architect shall review and take appropriate action on Shop Drawings and other submittals related to the Work designed or certified by the Contractor's design professional, provided the submittals bear such professional's seal and signature when submitted to the Architect. The Architect's review shall be for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. The Architect shall be entitled to rely upon, and shall not be responsible for, the adequacy and accuracy of the services, certifications, and approvals performed or provided by such design professionals.

§ 3.6.4.4 Subject to Section 4.2, the Architect shall review and respond to requests for information about the Contract Documents. The Architect shall set forth, in the Contract Documents, the requirements for requests for information. Requests for information shall include, at a minimum, a detailed written statement that indicates the specific Drawings or Specifications in need of clarification and the nature of the clarification requested. The Architect's response to such requests shall be made in writing within any time limits agreed upon, or otherwise with reasonable promptness. If appropriate, the Architect shall prepare and issue supplemental Drawings and Specifications in response to the requests for information.

§ 3.6.4.5 The Architect shall maintain a record of submittals and copies of submittals supplied by the Contractor in accordance with the requirements of the Contract Documents.

§ 3.6.5 Changes in the Work

§ 3.6.5.1 The Architect may order minor changes in the Work that are consistent with the intent of the Contract Documents and do not involve an adjustment in the Contract Sum or an extension of the Contract Time. Subject to Section 4.2, the Architect shall prepare Change Orders and Construction Change Directives for the Owner's approval and execution in accordance with the Contract Documents.

§ 3.6.5.2 The Architect shall maintain records relative to changes in the Work.

§ 3.6.6 Project Completion

§ 3.6.6.1 The Architect shall:

.1 conduct inspections to determine the date or dates of Substantial Completion and the date of final completion;

.2 issue Certificates of Substantial Completion;

.3 receive, review and forward to the Owner, for the Owner's review and records, written warranties and related documents required by the Contract Documents and received from the Contractor; and,

.4 issue a final Certificate for Payment based upon a final inspection indicating that, to the best of the Architect's knowledge, information, and belief, the Work complies with the requirements of the Contract Documents.

§ 3.6.6.2 The Architect's inspections shall be conducted with the Owner to check conformance of the Work with the requirements of the Contract Documents and to assess the accuracy and completeness of the list submitted by the Contractor of Work to be completed or corrected.

§ 3.6.6.3 When Substantial Completion has been achieved, the Architect shall inform the Owner about the balance of the Contract Sum remaining to be paid the Contractor, including the amount to be retained from the Contract Sum, if any, for final completion or correction of the Work.

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§ 3.6.6.4 The Architect shall forward to the Owner the following information received from the Contractor: (1) consent of surety or sureties, if any, to reduction in or partial release of retainage or the making of final payment; (2) affidavits, receipts, releases and waivers of liens, or bonds indemnifying the Owner against liens; and (3) any other documentation required of the Contractor under the Contract Documents.

§ 3.6.6.5 Prior to the expiration of one year from the date of Substantial Completion, the Architect shall, without additional compensation, conduct a meeting with the Owner to review the facility operations and performance.

ARTICLE 4 SUPPLEMENTAL AND ADDITIONAL SERVICES

§ 4.1 Supplemental Services

§ 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	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	N/A
§ 4.1.1.13 On-site project representation	Owner, Architect to the extent described herein
§ 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	N/A
§ 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	N/A
§ 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	N/A
§ 4.1.1.24 Sustainable Project Services pursuant to Section 4.1.3	N/A

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Supplemental Services	Responsibility *(Architect, Owner, or not provided)*
§ 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
§ 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 Exhibit A – Proposal for Architectural Services for: MFRD Fire Station No. 19 dated August 30, 2024, 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 Exhibit A – Proposal for Architectural Services for: MFRD Fire Station No. 19 dated August 30, 2024, 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.

§ 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)

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.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 To avoid delay in the Construction Phase, the Architect shall provide the following services, as required:

.1 Reviewing a Contractor's submittal out of sequence from the submittal schedule approved by the Architect;

.2 Responding to the Contractor's requests for information that are not prepared in accordance with the Contract Documents or where such information is available to the Contractor from a careful study and comparison of the Contract Documents, field conditions, other Owner-provided information, Contractor-prepared coordination drawings, or prior Project correspondence or documentation;

.3 Preparing Change Orders and Construction Change Directives that require evaluation of Contractor's proposals and supporting data, or the preparation or revision of Instruments of Service;

.4 Evaluating an extensive number of Claims as the Initial Decision Maker; or,

.5 Evaluating substitutions proposed by the Owner or Contractor and making subsequent revisions to Instruments of Service resulting therefrom.

§ 4.2.3 The Architect shall provide Construction Phase Services exceeding the limits set forth below as Additional Services. When the limits below are reached, the Architect shall notify the Owner:

.1 Two (2) reviews of each Shop Drawing, Product Data item, sample and similar submittals of the Contractor

.2 26 (Bi-weekly) visits to the site by the Architect during construction, as required based on progress of the work

.3 Three (3) inspections for any portion of the Work to determine whether such portion of the Work is substantially complete in accordance with the requirements of the Contract Documents

.4 Three (3) inspections for any portion of the Work to determine final completion.

.5 Conduct progress meetings with Contractor, Consultants and the Owner, including the Architect's during Construction Phase.

§ 4.2.4 Except for services required under Section 3.6.6.5 and those services that do not exceed the limits set forth in Section 4.2.3, Construction Phase Services provided more than 60 days after (1) the date of Substantial Completion of the Work or (2) the initial date of Substantial Completion identified in the agreement between the Owner and Contractor, whichever is earlier, shall be compensated as Additional Services to the extent the Architect incurs additional cost in providing those Construction Phase Services.

§ 4.2.5 If the services covered by this Agreement have not been completed within twelve (12) months of the date of this Agreement, through no fault of the Architect, extension of the Architect's services beyond that time shall be compensated as Additional Services.

ARTICLE 5 OWNER'S RESPONSIBILITIES

§ 5.1 Unless otherwise provided for under this Agreement, the Owner shall provide information in a timely manner regarding requirements for and limitations on the Project, including a written program, which shall set forth the Owner's objectives; schedule; constraints and criteria, including space requirements and relationships; flexibility; expandability; special equipment; systems; and site requirements.

§ 5.2 The Owner shall establish the Owner's budget for the Project, including (1) the budget for the Cost of the Work as defined in Section 6.1; (2) the Owner's other costs; and, (3) reasonable contingencies related to all of these costs. The Owner shall update the Owner's budget for the Project as necessary throughout the duration of the Project until final completion. If the Owner significantly increases or decreases the Owner's budget for the Cost of the Work, the Owner shall notify the Architect. The Owner and the Architect shall thereafter agree to a corresponding change in the Project's scope and quality.

§ 5.3 The Owner shall identify a representative authorized to act on the Owner's behalf with respect to the Project. The Owner shall render decisions and approve the Architect's submittals in a timely manner in order to avoid unreasonable delay in the orderly and sequential progress of the Architect's services.

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§ 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.

(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.

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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 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.

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§ 7.2 The Architect and the Architect's consultants shall be deemed the authors and owners of their respective Instruments of Service, including the Drawings and Specifications, and shall retain all common law, statutory and other reserved rights, including copyrights. Submission or distribution of Instruments of Service to meet official regulatory requirements or for similar purposes in connection with the Project is not to be construed as publication in derogation of the reserved rights of the Architect and the Architect's consultants.

§ 7.3 The Architect grants to the Owner a nonexclusive license to use the Architect's Instruments of Service solely and exclusively for purposes of constructing, using, maintaining, altering and adding to the Project, provided that the Owner substantially performs its obligations under this Agreement, including prompt payment of all sums due pursuant to Article 9 and Article 11. The Architect shall obtain similar nonexclusive licenses from the Architect's consultants consistent with this Agreement. The license granted under this section permits the Owner to authorize the Contractor, Subcontractors, Sub-subcontractors, and suppliers, as well as the Owner's consultants and separate contractors, to reproduce applicable portions of the Instruments of Service, subject to any protocols established pursuant to Section 1.3, solely and exclusively for use in performing services or construction for the Project. If the Architect rightfully terminates this Agreement for cause as provided in Section 9.4, the license granted in this Section 7.3 shall terminate.

§ 7.3.1 In the event the Owner uses the Instruments of Service without retaining the authors of the Instruments of Service, the Owner releases the Architect and Architect's consultant(s) from all claims and causes of action arising from such uses. The Owner, to the extent permitted by law, further agrees to indemnify and hold harmless the Architect and its consultants from all costs and expenses, including the cost of defense, related to claims and causes of action asserted by any third person or entity to the extent such costs and expenses arise from the Owner's use of the Instruments of Service under this Section 7.3.1. The terms of this Section 7.3.1 shall not apply if the Owner rightfully terminates this Agreement for cause under Section 9.4.

§ 7.4 Except for the licenses granted in this Article 7, no other license or right shall be deemed granted or implied under this Agreement. The Owner shall not assign, delegate, sublicense, pledge or otherwise transfer any license granted herein to another party without the prior written agreement of the Architect. Any unauthorized use of the 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 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.

§ 8.1.2 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, damages, liabilities, whether or not currently due, and related expenses to the extent caused by CONSULTANT's 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 to the extent such defense is 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.

§ 8.1.3 Standard of Performance:

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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.

(Paragraphs deleted)
§ 8.1.4 Force Majeure:
In the event that either party hereto shall be delayed or hindered in or prevented from the performance of any act required hereunder by reason of strikes, lockouts, labor troubles, inability to procure materials, failure of power, restrictive governmental laws or regulations, riots, insurrection, war, Act of God, or other reason of a like nature not the fault of the party delayed in performing work or doing acts required under the terms of this Agreement, then performance of such act shall be excused for the period of the delay and the period for the performance of any such act shall be extended for a period equivalent to the period of such delay.

ARTICLE 9 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

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.2 Licensing Fee if the Owner intends to continue using the Architect's Instruments of Service:

N/A

§ 9.8 Except as otherwise expressly provided herein, this Agreement shall terminate one year from the date of Substantial Completion.

§ 9.9 The Owner's rights to use the Architect's Instruments of Service in the event of a termination of this Agreement are set forth in Article 7 and Section 9.7.

ARTICLE 10 MISCELLANEOUS PROVISIONS

§ 10.1 This Agreement shall be governed by the law of the State of Alabama.

§ 10.2 Terms in this Agreement shall have the same meaning as those in AIA Document A201–2017, General Conditions of the Contract for Construction, including the Owner's then-current modifications which may be obtained from the Owner's Architectural Engineering Department Office.

§ 10.3 The Owner and Architect, respectively, bind themselves, their agents, successors, assigns, and legal representatives to this Agreement. Neither the Owner nor the Architect shall assign this Agreement without the written consent of the other, except that the Owner may assign this Agreement to a lender providing financing for the Project if the lender agrees to assume the Owner's rights and obligations under this Agreement, including any payments due to the Architect by the Owner prior to the assignment.

§ 10.4 If the Owner requests the Architect to execute certificates, the proposed language of such certificates shall be submitted to the Architect for review at least 14 days prior to the requested dates of execution. If the Owner requests the Architect to execute consents reasonably required to facilitate assignment to a lender, the Architect shall execute all such consents that are consistent with this Agreement, provided the proposed consent is submitted to the Architect for review at least 14 days prior to execution. The Architect shall not be required to execute certificates or consents that would require knowledge, services, or responsibilities beyond the scope of this Agreement.

§ 10.5 Nothing contained in this Agreement shall create a contractual relationship with, or a cause of action in favor of, a third party against either the Owner or Architect.

§ 10.6 Unless otherwise required in this Agreement, the Architect shall have no responsibility for the discovery, presence, handling, removal or disposal of, or exposure of persons to, hazardous materials or toxic substances in any form at the Project site.

§ 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.

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§ 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:

.1 Stipulated Sum
(Insert amount)

A. Basic Services:	$ 180,439.40
B. Geotechnical Testing: (not to exceed)	$ 5,000.00
C. Printing Reimbursable Expenses: (not to exceed)	$ 2,000.00
D. Total Contract Amount: (not to exceed)	$ 187,439.40

.2 Percentage Basis
(Insert percentage value)

N/A

.3 Other
(Describe the method of compensation)

N/A

§ 11.2 For the Architect's Supplemental Services designated in Section 4.1.1 and for any Sustainability Services required pursuant to Section 4.1.3, the Owner shall compensate the Architect as follows:
(Insert amount of, or basis for, compensation. If necessary, list specific services to which particular methods of compensation apply.)

N/A; All services designated in Section 4.1.1 as by Architect are included in Basic Services

§ 11.3 For Additional Services that may arise during the course of the Project, including those under Section 4.2, the Owner shall compensate the Architect as follows:
(Insert amount of, or basis for, compensation.)

To be negotiated based on Architect's and/or Architect's Consultants hourly rates but, in no case shall the fee percentage of the extra work exceed the fee schedules established by the Alabama Building Commission for a Group III building or another Group as noted, for total cost of the work.

§ 11.4 Compensation for Supplemental and Additional Services of the Architect's consultants when not included in Section 11.2 or 11.3, shall be the amount invoiced to the Architect plus zero percent (0%), or as follows:
(Insert amount of, or basis for computing, Architect's consultants' compensation for Supplemental or Additional Services.)

See Section 11.2 and 11.3

§ 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	ten	percent (10 %)
Design Development Phase	fifteen	percent (15 %)
Construction Documents Phase	fifty	percent (50 %)

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Bidding & Negotiation	five	percent (5 %)
Construction Administration	twenty	percent (20 %)
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 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.)

As provided in Exhibit A – Proposal for Architectural Services for: MFRD Fire Station No. 19 dated August 30, 2024, respectively
(Table deleted)

§ 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 and Shipping Fees

.2
(Paragraphs deleted)
Geotechnical Testing

§ 11.8.2 For Reimbursable Expenses the compensation shall be the expenses incurred by the Architect and the Architect's consultants plus zero percent (0 %) of the expenses incurred.

(Paragraphs deleted)

§ 11.10 Payments to the Architect

§ 11.10.1 Initial Payments

§ 11.10.1.1 N/A

§ 11.10.1.2 N/A

§ 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.
(Paragraphs deleted)

§ 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.)

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.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 14 or later. Project manual shall be in Microsoft Word version 97 or later. Estimates to be Microsoft Excel 97 or later. Both should be turned over to Owner at the end of Construction Phase.

.4 Architects shall assist in making permitting application to Authorities having Jurisdiction as per Article 3.4.2 of this document.

ARTICLE 13 SCOPE OF THE AGREEMENT

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

§ 13.2 This Agreement is comprised of the following documents identified below:

.1 AIA Document B101™–2017, Standard Form Agreement Between Owner and Architect
a. Exhibit A – Proposal for Architectural Services, dated August 30, 2024
b. Consultant's Alabama Secretary of State Entity Documentation
c. Consultant's E-Verify Documentation
d. Consultant's Subcontracting Plan for Disadvantaged Business Enterprises
e. Consultant's Certificate of Insurance with Endorsements

.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.)

[ ] 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

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User Notes: (1112687689)

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.

ARTICLE 18

§ 18.1 For the purposes of articles 8.1.6, 8.1..5, 14 and 16 above, the term CONSULTANT shall refer to Architect.

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User Notes: (1112687689)

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

City of Mobile

OWNER *(Signature)*

William S. Stimpson, Mayor
(Printed name and title)

Legal Name of Party to Contract-Consultant:
Forrest Daniell & Associates, P.C.

ARCHITECT *(Signature)*

Jeff Jordan, Vice-President
(Printed name, title, and license number, if required)

ATTEST:

City Clerk

SEAL OF THE CITY OF MOBILE, ALABAMA
FROM ENCHANTING TRADITION ENDURING PROGRESS
MOBILE ALABAMA
FOUNDED 1702

STATE OF ALABAMA
COUNTY OF MOBILE
Before me, the undersigned a Notary Public in and for said County and State, personally appeared Jeffrey Arnold Jordan as vice president of **Forrest Daniell & Associates, P.C.** 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 _____.
Sworn to and subscribed for me this 7 day of October, 2024.

NOTARY PUBLIC
My Commission Expires: 03-05-2028

HELENA LAH SLOAN
NOTARY PUBLIC
ALABAMA STATE AT LARGE
COMM. EXP. 03-05-2028

Init.
/

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User Notes: (1112687689)

EXHIBIT A

FD&A Architecture & Planning

Forrest Daniell & Associates, P.C.
8007 American Way
Daphne, Alabama 36526
(251) 625-6490 | (251) 625-6494 fax

August 30, 2024

David M. Cordingly
Capital Improvement Project Manager
Architectural Engineering Department
City of Mobile
Ph: 251-208-7637
Email: david.cordingly@cityofmobile.org

Re: Professional Services Proposal for new 4 truck bay MFRD Fire Station No. 19

We appreciate the opportunity to submit the following proposal to provide architectural and engineering services for a new MFRD Fire Station No. 19 for the City of Mobile. A preliminary diagrammatic plan for the fire station has been provided by FD&A. The preliminary layout of the building has resulted in the following design square footages. A preliminary opinion of probable cost of work is as follows for construction; this opinion of cost is preliminary and subject to change depending on final decisions and outcomes reached regarding programming and design:

Heated and cooled area:	4,612 sf	$400 psf	$1,844,800
Engine Bay:	5,025 sf	$200 psf	$1,005,000
Total Building (128.5'x75'):	9,637 sf		$2,849,800
Sitework:			$ 400,000
Total:			$3,249,800

Note: The areas above are based on the preliminary layout; areas may be adjusted slightly larger while adding gross building features. Fees will not change based on these increases. Our proposed fee for Basic Services based on the scope outlined above, and inclusion of the 15 percent required DBE participation, includes (Site/Civil, Structural, Architectural, Mechanical, Electrical and Plumbing) and therefore will be based on $3,249,800 x 5.5% = $180,439.40. The A/E Fee will be billed as follows:

Schematic Design	10%	$18,043.94
Design Development	15%	$27,065.91
Construction Documents	50%	$90,219.70
Bidding & Negotiation	5%	$ 9,021.97
Construction Administration	20%	$36,087.88
AE Basic Services Total		$180,439.40

Project Scope: The project will include a new 4 engine bay fire station, with associated support space plus dorm type living space. The construction type will be Type IIB, sprinklered. The building will utilize a concrete slab on grade foundation, with a metal building structure. The exterior wall sheathing will be brick veneer with ties back to metal wall panels. The roof will be standing seam metal by the metal building supplier.

Forrest Daniell & Associates, P.C. shall provide the following basic service(s):

1. Preliminary Design
2. Design Development
3. Construction Documents
4. Permit Approval
5. Bidding and Negotiation (with preapproval of bidding contractors if the client sees fit)
6. Construction Administration

We offer these services, and the services of our consultants based on the following fee schedule:

• Architectural and Interiors	Forrest Daniell & Associates, PC
• Civil Engineering	Driven Engineering, Inc.
• Structural Engineering	Gulf States Engineering, Inc.
• MEP Engineering	Gulf States Engineering, Inc.

Basic Services $180,439.40

- Site/Civil Design
- ADEM Permit and CBMPP Plan
- BMP Inspections
- As-built Civil Plans
- Geotechnical Engineering
- Landscaping per COM ordinances
- Structural Engineering for Foundation and Metal Building Specification
- Architecture and Interior Design
- Electrical Engineering including Fire Alarm
- Site Lighting per COM ordinances
- Mechanical and Plumbing Engineering including Fire Protection
- Bidding and Construction Administration

Geotechnical testing is an included service to be added to the basic fees as a reimbursable expense (Estimate): $ 5,000

Printing and Shipping Fees are included to be added to the basic fees as a Reimbursable expense: $ 2,000

Additional Services:
The following items are not included in the Basic Design Services, as they are either not a requirement of the project scope, customarily provided by the Owner, or provided by a specialty consultant.

- Survey
- Permit or Plan Review Fees
- Environmental Phase I and Phase II
- Construction Staking
- Building Commissioning
- Construction Testing
- Special Inspections

Hourly Rates:
Hourly rates apply to hourly work, or may be utilized for Owner authorized additional services work where approved in advance. The following rate schedule will apply during the duration of this project.

Principal:	$110/ hour
Senior Architect:	$ 90 / hour
CADD Technical:	$ 75 / hour
Interiors Personell:	$ 75 / hour
Lead Consulting Engineers:	$110 / hour

Supplemental and/or reimbursable expenses:
The following are project related expenses that accrue during the course of the design and construction phases of the project:

- Permit or Plan Review Fees
- 3d Rendering Services
- Additional Site Visits per person — Per Hourly Rate, 26 site visits included in basic fees

Design and construction schedule:
FD&A is capable of beginning work on this project immediately. The following is a generic schedule for the work:

Schematic Design	4 weeks (dependent on feedback from user)
Design Development	4 weeks
Construction Documents	5 weeks
Preapproval of Bidding Contractors, if required	2 weeks
Advertisement - Bidding and Negotiation	3 weeks
Construction Administration	12 Months (depends on construction duration; 12 months is expected)

We appreciate the opportunity to submit for this work, and greatly look forward to a working relationship with the City of Mobile and the local Fire Department.

Please review at your convenience and feel free to call with any comments you may have.
Sincerely,



Jeff Jordan
Forrest Daniell & Associates, P.C.

OFFICE OF SUPPLIER DIVERSITY

CITY OF MOBILE

Subcontracting and Major Supplier Plan

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

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

This document provides information to the City of Mobile about the subcontractors and major suppliers you intend to use to complete this contract. Failure to submit this form, when so required by the bid or proposal specification, will render your bid non-responsible. Not all specifications require this form to be completed, or may require its completion under varying circumstances. Refer to the specification for direction.

The City of Mobile will use this form to:

- Understand your intended use of subcontractors and major suppliers as part of your bid/proposal submission.
- Evaluate your capability to complete the performance of this contract.
- Determine your use of Disadvantaged Business Enterprises (DBEs) as subcontractors and suppliers.
- For certain contracts, assess whether you exercised "good faith efforts" to use DBE subcontractors and suppliers for at least 15% of the value of your bid/proposal amount. (See City of Mobile City Code Sec. 14-2.)

Include this form with your bid/proposal submission. Should your bid be considered the lowest responsible bid, you will have the opportunity to update this form at contract signature. You also will be required to re-verify your information at contract conclusion.

The bid specification may require you to attempt in "good faith" to use DBE subcontractors and suppliers for at least 15% of the value of your bid in the performance of this contract. If you don't have that level of DBE subcontractor / supplier usage (as documented on **Form 1)**, you are required to complete the "good faith effort" documentation on **Form 2**. When so required, failure to adequately address the good faith effort factors on **Form 2** will render your bid or proposal as non-responsive. The determination whether the bid or proposal adequately demonstrates and documents a DBE subcontractor/supplier plan, or good faith efforts to complete such a plan, will be at the sole discretion of the City of Mobile. You are encouraged to work with the City of Mobile Supplier Diversity Manager when preparing this form.

About **"DBEs"**: The City of Mobile considers businesses owned by minorities, women, or disabled veterans to be DBEs. Please consult with the City Supplier Diversity Manager for clarification or lists of certified DBEs.

About **"Good Faith" Effort**: The City of Mobile expects contractors holding large contracts to recruit and engage DBEs to be a part of their team. If the specification sets, and you cannot meet, the 15% target, you must show us how you attempted to recruit and engage DBEs to meet this target. This helps the City identify DBE market weaknesses for development, and ensures all bidders are equally considering this obligation in preparing a bid. The "good faith effort" factors on **Form 2** are not intended to be a mandatory, exhaustive, or exclusive. They are a tool to help you, and to help the City consistently and fairly consider your effort.

OFFICE OF SUPPLIER DIVERSITY

CITY OF MOBILE

Subcontracting and Major Supplier Plan

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

FORM 1: Background and Plan

Section I. Information about your company

Company	Forrest Daniell & Associates, P.C.
Address	8007 American Way Daphne, AL 36526
Telephone	(251) 625-6490
E-Mail	jjordan@fdaniell.com

RFP/RFQ Solicitation Number	FD-032-24
Project Description	New Fire Station No. 19
Is your company a DBE company?	Yes ☐ No ☒
Work force demographics	Male 4 Female 1 Minority 1 Non-minority 4 Vets 0 Total #of Employees 5

Subcontractor/Major Supplier Plan submitted by:

Printed Name: Jeff Jordan

Signature: _____ Date: 9/30/24

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: Jeff Jordan Title: Vice-President

E-mail:_ Phone: jjordan@fdaniell.com 251-422-5833

OFFICE OF SUPPLIER DIVERSITY

CITY OF MOBILE

Subcontracting and Major Supplier Plan

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

FORM 1: Background and Plan

Section II. Plan for Subcontractors and Major Vendors

This form asks for your intentions to utilize subcontractors and suppliers as a potential contractor for the city of Mobile. For purposes of this form, disadvantaged individuals or enterprises include persons or small-business-enterprise owners who are women, members of a racial minority, or disabled military veterans.

RFP/RFQ/Bid # FD-032-24 Your Bid/Proposal Amount $ 180,439.40 Date: 9 / 30 / 24

Description New Fire Station No. 19

Name of Bidder/Proposer: Forrest Daniell & Associates, P.C.

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
Driven Engineering	251-649-4011	Site/Civil Engineering	$40,200	22.28%	Yes	

OFFICE OF SUPPLIER DIVERSITY

CITY OF MOBILE

Subcontracting and Major Supplier Plan

Form 2: Good Faith Effort Documentation

Name of Bidder: Forrest Daniell & Associates, P.C.

Contact Person: Jeff Jordan Phone (251) 625-6490 Email jjordan@fdaniell.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 ALDOT DBE 's
	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	**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 on the *City of Mobile* Facebook page or other internet portals that are accessible to DBEs and/or potential subcontractors.
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.

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.
X		**CONTRACT RECORDS:** The bidder/proposer has maintained the following records for each DBE that has bid on the subcontracting opportunity: 1. Name, address, and telephone number; 2. A description of information provided by the bidder/proposer or subcontractor; and 3. A statement of whether an agreement was reached, and if not, why not, including any reasons for concluding that the DBE was unqualified to perform the job.

Please indicate if any of the following applied:

_____ There are not ways to break out 15% of the value of this contract for subcontractors / suppliers.

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

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

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

_____

_____

Suggestions or comments to improve this program. _____

_____

OFFICE OF SUPPLIER DIVERSITY

CITY OF MOBILE

DBE Compliance

DBE UTILIZATION REPORT

Return to Office of Supplier Diversity
Via email: archnique.kidd@cityofmobile.org
or
P.O. Box 1948
Mobile, AL 36633

CONTRACTOR:	Certified DBE: YES	NO	Contract Start Date:
Forrest Daniell & Assocaites, PC		X	TO BE DETERMINED
DESCRIPTION: New Facility and Associated Site Work for Fire Station #19			**Estimated Completion Date:** TO BE DETERMINED

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

JAN APR JULY OCT
FEB MAY AUG NOV FINAL _____
MARCH JUNE SEPT DEC

Original Contract Amount	Total Amount of Contract Changes (change orders or amendments)	Final Contract Amount (include contract changes)	Payments to Date from City of Mobile	OFFICE USE ONLY (Verification)
$ 180,439.40	$ 0	$ 180,439.40	$ 0	

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)
Driven Engineering, Inc.	Civil/Site Work Design	$ 40,200 (22.28% of total)	$	$	
		$	$	$	
		$	$	$	
		$	$	$	
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: Jeff Jordan, Architect

SIGNATURE: _____ Vice President (Title) 9/30/24 (Date)

Alabama Secretary of State

Forrest Daniell & Associates, P.C.	
Entity ID Number	000-231-624
Entity Type	Domestic Professional Corporation
Principal Address	MOBILE, AL
Principal Mailing Address	Not Provided
Status	Exists
Place of Formation	Mobile County
Formation Date	10/22/2003
Registered Agent Name	DANIELL, DAVID FORREST
Registered Office Street Address	8510 GAYLA CT MOBILE, AL 36695
Registered Office Mailing Address	Not Provided
Nature of Business	ARCHITECTURE PRACTICE
Capital Authorized	$5,000
Capital Paid In	---
Incorporators	
Incorporator Name	DANIELL, DAVID FORREST
Incorporator Street Address	Not Provided
Incorporator Mailing Address	Not Provided
Annual Reports	
Report Year	2003 2004 2005 2006 2007 2008 2009 2010 2011 2012 2013 2014 2015 2016 2017 2018 2019 2020 2021 2022 2023 2024
Scanned Documents	
Purchase Document Copies	
Document Date / Type / Pages	10/22/2003 Certificate of Formation 5 pgs.

Browse Results New Search

E-Verify

E-VERIFY IS A SERVICE OF DHS AND SSA

Company ID Number: 2471448

Approved by:

Employer	
Forrest Daniell & Associates, PC	
Name (Please Type or Print) David F Daniell	**Title**
Signature Electronically Signed	**Date** 06/19/2024
Department of Homeland Security – Verification Division	
Name (Please Type or Print) USCIS Verification Division	**Title**
Signature Electronically Signed	**Date** 06/19/2024

E-Verify

E-VERIFY IS A SERVICE OF DHS AND SSA

Company ID Number: 2471448

Information Required for the E-Verify Program	
Information relating to your Company:	
Company Name	Forrest Daniell & Associates, PC
Company Facility Address	8007 American Way Daphne, AL 36526
Company Alternate Address	
County or Parish	BALDWIN
Employer Identification Number	200309784
North American Industry Classification Systems Code	541
Parent Company	
Number of Employees	5 to 9
Number of Sites Verified for	1 site(s)

Are you verifying for more than 1 site? If yes, please provide the number of sites verified for in each State:

AL 1

Information relating to the Program Administrator(s) for your Company on policy questions or operational problems:

Name David F Daniell
Phone Number 2514228139
Fax
Email forrest@fdaniell.com

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 10/15/2024

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
Higginbotham Insurance Agency, Inc.
P.O. Box 160927
2514734600 AL 36606

License#: 2081754

CONTACT NAME: Jackie Van Devender
PHONE (A/C, No, Ext): 2514734600 FAX (A/C, No): 251-450-0032
E-MAIL ADDRESS: jvandevender@higginbotham.net

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Continental Casualty Company	20443
INSURER B : Kinsale Insurance Company	38920
INSURER C : Alabama Retail Comp	0
INSURER D : Safety National Casualty Corporation	15105
INSURER E :	
INSURER F :	

INSURED
Forrest Daniell & Associates, P.C.
8007 American Way
Daphne AL 36526

FORRDAN-01

COVERAGES **CERTIFICATE NUMBER:** 1693695385 **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 Liab GEN'L AGGREGATE LIMIT APPLIES PER: POLICY X PRO-JECT LOC OTHER:	Y	Y	4024546685	3/11/2024	3/11/2025	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 $ 1,000,000 $ 2,000,000 $ 2,000,000
A	AUTOMOBILE LIABILITY ANY AUTO OWNED AUTOS ONLY X HIRED AUTOS ONLY SCHEDULED AUTOS X NON-OWNED AUTOS ONLY	Y	Y	4024546685	3/11/2024	3/11/2025	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ $ 1,000,000 $ 1,000,000 $
A	X UMBRELLA LIAB X OCCUR EXCESS LIAB CLAIMS-MADE DED X RETENTION $ 10,000	Y	Y	4024546959	3/11/2024	3/11/2025	EACH OCCURRENCE AGGREGATE	$ 1,000,000 $
C D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y / N If yes, describe under DESCRIPTION OF OPERATIONS below	N / A	Y	4010768 PRE4004287	1/1/2024 1/1/2024	1/1/2025 1/1/2025	X PER STATUTE OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ 2,000,000 $ 2,000,000 $ 2,000,000
B	Professional Liability			0100311319-0	7/2/2024	7/2/2025	Each Claim Aggregate	$1,000,000 $1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Coverage for Workers' Compensation is limited to the provisions of the Alabama Workers' Compensation Law.

The General Liability policy includes a blanket automatic additional insured endorsement that provides additional insured status to the certificate holder only when there is a written contract between the named insured and the certificate holder that requires such status.

The General Liability policy includes a blanket automatic waiver of subrogation endorsement that provides this feature only when there is a written contract between the named insured and the certificate holder that requires it.

See Attached...

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

© 1988-2015 ACORD CORPORATION. All rights reserved.

AGENCY CUSTOMER ID: FORRDAN-01

LOC #:

ADDITIONAL REMARKS SCHEDULE

AGENCY Higginbotham Insurance Agency, Inc.	NAMED INSURED Forrest Daniell & Associates, P.C. 8007 American Way Daphne AL 36526
POLICY NUMBER	
CARRIER / NAIC CODE	EFFECTIVE DATE:

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: 25 FORM TITLE: CERTIFICATE OF LIABILITY INSURANCE

The General Liability policy has a blanket Primary & Non Contributory endorsement that affords that coverage to certificate holders only where there is a written contract between the Named Insured and the certificate holder that requires such status.

Umbrella is follow form.

Project Name: MFRD Fire Station No. 19 - New Station; Project# FD-032-24

City of Mobile is included as additional insured with respect to general liability, automobile liability and umbrella liability. All policies, except workers compensation, shall be primary and non-contributory with any other insurance in force or which may be purchased by additional insured. Waiver of subrogation applies in favor of City of Mobile with respect to general liability, automobile liability, umbrella liability and workers compensation and employer's liability. 30 day notice of cancellation, non-renewal or material change shall apply (except 10 days for non-payment).

ACORD 101 (2008/01)

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10.08.2024

Dear Council Members:

Attached to this memo is an agreement between the FORREST DANIELL & ASSOCIATES, PC and the City of Mobile, for the project titled “Fire Station #19 (McCosker) - New Station” in the amount of $187,439.40.

The existing Mobile Fire Station No. 19 (built-1957) has exceeded its usable lifespan and has an extensive backlog of mechanical issues that need to be addressed. The 66-year-old building no longer serves the needs of the Mobile Fire-Rescue Department, and so, this project is to design a new Fire Station No. 19.

We look forward to continued communication on this important project. Please call me at (251) 208-7637 or email me at david.cordingly@cityofmobile.org or Cassie Boatwright at 251-208-7627 or email at boatwright@cityofmobile.org with questions or concerns.

Respectfully,

Cordingly, David
CIP Project Manager
Architectural Engineering
(251) 208-7637

Information on this project is follows:

Commitment Type:	Architectural
Department:	Architectural Engineering
Fiscal Year:	2024
District:	

10.08.2024

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Attached to this memo is an agreement between the FORREST DANIELL & ASSOCIATES, PC and the City of Mobile, for the project titled “Fire Station #19 (McCosker) - New Station” in the amount of $187,439.40.

The existing Mobile Fire Station No. 19 (built-1957) has exceeded its usable lifespan and has an extensive backlog of mechanical issues that need to be addressed. The 66-year-old building no longer serves the needs of the Mobile Fire-Rescue Department, and so, this project is to design a new Fire Station No. 19.

We look forward to continued communication on this important project. Please call me at (251) 208-7637 or email me at david.cordingly@cityofmobile.org or Cassie Boatwright at 251-208-7627 or email at boatwright@cityofmobile.org with questions or concerns.

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Cordingly, David
CIP Project Manager
Architectural Engineering
(251) 208-7637

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Commitment Type:	Architectural
Department:	Architectural Engineering
Fiscal Year:	2024
District:	

DRAFT

AIA® Document B101® – 2017

Standard Form of Agreement Between Owner and Architect

AGREEMENT made as of the day of in the year
(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
Contact: David M. Cordingly

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

FORREST DANIELL & ASSOCIATES, P.C.
8007 American Way
Daphne, Alabama 36526
Contact: Jeff Jordan

City of Mobile Business License No.: 51072
City of Mobile Vendor No.: 299174
Secretary of State Registration No.: 000-231-624

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

MFRD FIRE STATION NO. 19 – NEW STATION
1301 Azalea Road
Mobile, Alabama 36693

City of Mobile Project No.: FD-032-24
Scope: To provide Professional Architectural and Engineering Design Services and Construction Administration for the new Mobile Fire-Rescue Department Fire Station No. 19.

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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ARTICLE 1 INITIAL INFORMATION

§ 1.1 This Agreement is based on the Initial Information set forth in this Section 1.1., Article 2 – Architect's Responsibilities, and in Exhibit A – Consultant's Proposal for Architectural Services for: MFRD Fire Station No. 19, dated August 30, 2024.
(For each item in this section, insert the information or a statement such as "not applicable" or "unknown at time of execution.")

§ 1.1.1 The Owner's program for the Project:
(Insert the Owner's program, identify documentation that establishes the Owner's program, or state the manner in which the program will be developed.)

As provided in in Exhibit A – Consultant's Proposal for Architectural Services for: MFRD Fire Station No. 19, dated August 30, 2024, respectively.

§ 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.)

The new MFRD Fire Station No. 19 will be 4-bay station approximately 12,000 gross square feet in size and will replace the existing Fire Station No. 19 (built 1957) located at 1275 Azalea Road, Mobile, AL. The new station will help maintain the MFRD's high quality of service and their current ISO Class 1 Rating to promote safety for the people of the City of Mobile. The station will include staff offices, bunkrooms, toilets and showers, kitchen, day room, workout room, laundry rooms, radio room, tool room, storage rooms, and four engine bays to accommodate various large firefighting apparatus.

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§ 1.1.3 The Owner's budget for the Cost of the Work, as defined in Section 6.1:
(Provide total and, if known, a line item breakdown.)

The estimated cost of construction for the new MFRD Fire Station No. 19 is Three Million, Two Hundred Forty-Nine Thousand, Eight Hundred, and 00/100 (3,249,800.00)

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

.1 Design phase milestone dates, if any:

Schematic Design (30%) – 4 weeks
Design Development (60%) – 4 weeks
Construction Documents (90%) – 5 weeks
Final Bid Documents (100%) – 2 weeks

.2 Construction commencement date:

Immediately upon receipt of written Notice to Proceed
Anticipate construction commencement date: May 1, 2025

.3 Substantial Completion date or dates:

Within Twelve (12) months from the Notice to Proceed.
(Paragraph deleted)
Anticipate substantial completion date: May 1, 2026

§ 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 and Asset Management
City of Mobile
P. O. Box 1827
Mobile, Alabama 36633-182

§ 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.)

To Be Determined

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§ 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 Surveyor:

Wattier Surveying, Inc.
4318 Downtowner Loop, North Building, Suite H
Mobile, Alabama 36609

.2 Construction Material Testing:

To Be Determined

.3 Other, if any:
(List any other consultants and contractors retained by the Owner.)

To Be Determined

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

Jeff Jordan, Vice-President
Forrest Daniell & Associates, P.C.
8007 American Way
Daphne, Alabama 36526
jjordan@fdaniell.com
(251) 625-6490

§ 1.1.11 The Architect shall retain the Consultants identified in Sections 1.1.11.1 and as described in the Architect's Fee Proposal, Exhibit A:

§ 1.1.11.1 Consultants retained under Basic Services:

.1 Civil Engineering:

Driven Engineering, Inc.
8005 Morris Hill Road
Semmes, Alabama 36757
Phone: (251) 649-4011

.2 Structural Engineer:

Gulf States Engineering, Inc. (GSE)
600 Azalea Road
Mobile, Alabama 36609
Phone: (251) 460-4646

.3 Mechanical, Electrical, and Plumbing Engineer:

Gulf States Engineering, Inc. (GSE)
600 Azalea Road
Mobile, Alabama 36609
Phone: (251) 460-4646

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(Paragraphs deleted)

§ 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.

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

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

3. Automobile Liability Insurance:

.1 Automobile Liability Insurance to cover any auto, including owned, non-owned, and hired vehicles, 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, 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 and E of the City of Mobile Insurance Requirements attached hereto, 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)

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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.

§ 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.

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§ 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.

§ 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 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 applicable, in Architect's determination, architectural, structural, mechanical and electrical systems, and other appropriate elements. The Design Development Documents shall also include outline specifications that identify major materials and systems and establish, in general, their quality levels.

§ 3.3.2 The Architect shall update the estimate of the Cost of the Work prepared in accordance with Section 6.3.

§ 3.3.3 The Architect shall submit the Design Development Documents to the Owner, advise the Owner of any adjustments to the estimate of the Cost of the Work, and request the Owner's approval.

§ 3.4 Construction Documents Phase Services

§ 3.4.1 Based on the Owner's approval of the Design Development Documents, and on the Owner's authorization of any adjustments in the Project requirements and the budget for the Cost of the Work, the Architect shall prepare Construction Documents for the Owner's approval. The Construction Documents shall illustrate and describe the further development of the approved Design Development Documents and shall consist of Drawings and Specifications setting forth in detail the quality levels and performance criteria of materials and systems and other requirements for the construction of the Work. The Owner and Architect acknowledge that, in order to perform the Work, the Contractor will provide additional information, including Shop Drawings, Product Data, Samples and other similar submittals, which the Architect shall review in accordance with Section 3.6.4.

§ 3.4.2 The Architect shall assist in the submission of completed construction documents to governmental authorities having jurisdiction over the Project. They shall incorporate any comments and correct any design issues required for permitting approval. Application to City of Mobile permitting department shall be made at no cost to Consultant. Corrections required due to Architect's negligence or other failure to meet its professional standard of care, if any, shall be made as part of Scope of Architect's Basis Services.

§ 3.4.3 During the development of the Construction Documents, the Architect shall assist the Owner in the development and preparation of (1) procurement information that describes the time, place, and conditions of bidding, including bidding or proposal forms; (2) the form of agreement between the Owner and Contractor; and (3) the Conditions of the Contract for Construction (General, Supplementary and other Conditions). The Architect shall also assist in the compiling of a project manual that includes the Conditions of the Contract for Construction and Specifications, and may include bidding requirements and sample forms.

§ 3.4.4 The Architect shall update the estimate for the Cost of the Work prepared in accordance with Section 6.3.

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§ 3.4.5 The Architect shall submit the technical Construction Documents to the Owner, advise the Owner of any adjustments to the estimate of the Cost of the Work, take any action required under Section 6.5, and request the Owner's approval.

§ 3.5 Procurement Phase Services

§ 3.5.1 General

The Architect shall assist the Owner in establishing a list of prospective contractors. Following the Owner's approval of the Construction Documents, the Architect shall assist the Owner in (1) obtaining competitive bids; (2) confirming responsiveness of bids or proposals; (3) determining the successful bid or proposal, if any; and, (4) awarding and preparing contracts for construction.

§ 3.5.2 Competitive Bidding

§ 3.5.2.1 Bidding Documents shall consist of bidding requirements and proposed Contract Documents.

§ 3.5.2.2 The Architect shall assist the Owner in bidding the Project by:

.1 procuring the reproduction of Bidding Documents.

.2 using Owner's approved procedures, facilitating the distribution of Bidding Documents to prospective bidders; requesting their return upon completion of the bidding process, and maintaining a log of distribution and retrieval and of the amounts of deposits, if any, received from and returned to prospective bidders; The Architect shall pay directly for the cost of reproduction, and shall be reimbursed for out-of-pocket reproduction expenses in accordance with Owner's approved procedures.

.3 organizing and conducting a pre-bid conference for prospective bidders, in which the Architect's Consultants shall participate;

.4 preparing responses to questions from prospective bidders and providing clarifications and interpretations of the Bidding Documents to the prospective bidders in the form of addenda; and,

.5 participating in the opening of the bids, and subsequently review bids received, make award recommendations and document and distribute the bidding results, as directed by the Owner.

§ 3.5.2.3 If the Bidding Documents permit substitutions, upon the Owner's written authorization, the Architect shall, consider requests for substitutions and prepare and distribute addenda identifying approved substitutions to all prospective bidders.

(Paragraphs deleted)

§ 3.6 Construction Phase Services

§ 3.6.1 General

§ 3.6.1.1 The Architect shall provide administration of the Contract between the Owner and the Contractor as set forth below and in AIA Document A201™–2017, General Conditions of the Contract for Construction, including the Owner's then-current modifications which may be obtained from the Owner's Architectural Engineering Department.

§ 3.6.1.2 The Architect shall advise and consult with the Owner during the Construction Phase Services. The Architect shall have authority to act on behalf of the Owner only to the extent provided in this Agreement. The Architect shall not have control over, charge of, or responsibility for the construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Work, nor shall the Architect be responsible for the Contractor's failure to perform the Work in accordance with the requirements of the Contract Documents. The Architect shall be responsible for the Architect's negligent acts or omissions, but shall not have control over or charge of, and shall not be responsible for, acts or omissions of the Contractor or of any other persons or entities performing portions of the Work.

§ 3.6.1.3 Subject to Section 4.2 and except as provided in Section 3.6.6.5, the Architect's responsibility to provide Construction Phase Services commences with the award of the Contract for Construction and terminates on the date the Architect issues the final Certificate for Payment, or when the as-built record drawings and all Close-out Documents are delivered to and approved by the Owner, whichever is latest.

§ 3.6.2 Evaluations of the Work

§ 3.6.2.1 The Architect, as a representative of the Owner, and the Architect's Consultants, shall visit the site at intervals appropriate to the stage of construction, or as otherwise required in Section 4.2.3, to become generally familiar with the progress and quality of the portion of the Work completed, and to determine, in general, if the Work

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observed is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents. However, neither the Architect nor the Architect's Consultant shall be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. On the basis of the site visits, the Architect shall keep the Owner reasonably informed about the progress and quality of the portion of the Work completed, and promptly report to the Owner (1) known deviations from the Contract Documents, (2) known deviations from the most recent construction schedule submitted by the Contractor, and (3) defects and deficiencies observed in the Work.

§ 3.6.2.2 The Architect has the authority to reject Work that does not conform to the Contract Documents. Whenever the Architect considers it necessary or advisable, the Architect shall have the authority to require inspection or testing of the Work in accordance with the provisions of the Contract Documents, whether or not the Work is fabricated, installed or completed. However, neither this authority of the Architect nor a decision made in good faith either to exercise or not to exercise such authority shall give rise to a duty or responsibility of the Architect to the Contractor, Subcontractors, suppliers, their agents or employees, or other persons or entities performing portions of the Work.

§ 3.6.2.3 The Architect shall interpret and decide matters concerning performance under, and requirements of, the Contract Documents on written request of either the Owner or Contractor. The Architect's response to such requests shall be made in writing within any time limits agreed upon or otherwise with reasonable promptness.

§ 3.6.2.4 Interpretations and decisions of the Architect shall be consistent with the intent of, and reasonably inferable from, the Contract Documents and shall be in writing or in the form of drawings. When making such interpretations and decisions, the Architect shall endeavor to secure faithful performance by both Owner and Contractor, shall not show partiality to either, and shall not be liable for results of interpretations or decisions rendered in good faith. The Architect's decisions on matters relating to aesthetic effect shall be final if consistent with the intent expressed in the Contract Documents.

§ 3.6.2.5 Unless the Owner and Contractor designate another person to serve as an Initial Decision Maker, as that term is defined in AIA Document A201–2017, the Architect shall render initial decisions on Claims between the Owner and Contractor as provided in the Contract Documents.

§ 3.6.3 Certificates for Payment to Contractor

§ 3.6.3.1 The Architect shall review and certify the amounts due the Contractor and shall issue certificates in such amounts. The Architect's certification for payment shall constitute a representation to the Owner, based on the Architect's evaluation of the Work as provided in Section 3.6.2 and on the data comprising the Contractor's Application for Payment, that, to the best of the Architect's knowledge, information and belief, the Work has progressed to the point indicated, the quality of the Work is in accordance with the Contract Documents, and that the Contractor is entitled to payment in the amount certified. The foregoing representations are subject to (1) an evaluation of the Work for conformance with the Contract Documents upon Substantial Completion, (2) results of subsequent tests and inspections, (3) correction of minor deviations from the Contract Documents prior to completion, and (4) specific qualifications expressed by the Architect.

§ 3.6.3.2 The issuance of a Certificate for Payment shall not be a representation that the Architect has (1) made exhaustive or continuous on-site inspections to check the quality or quantity of the Work, (2) reviewed construction means, methods, techniques, sequences or procedures, (3) reviewed copies of requisitions received from Subcontractors and suppliers and other data requested by the Owner to substantiate the Contractor's right to payment, or (4) ascertained how or for what purpose the Contractor has used money previously paid on account of the Contract Sum.

§ 3.6.3.3 The Architect shall maintain a record of the Applications and Certificates for Payment.

§ 3.6.4 Submittals

§ 3.6.4.1 The Architect and the Architect's Consultant shall review the Contractor's submittal schedule and shall not unreasonably delay or withhold approval of the schedule. The Architect's action in reviewing submittals shall be taken in accordance with the approved submittal schedule or, in the absence of an approved submittal schedule, with reasonable promptness while allowing sufficient time, in the Architect's professional judgment, to permit adequate review.

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§ 3.6.4.2 The Architect and the Architect's Consultant shall review and approve, or take other appropriate action upon, the Contractor's submittals such as Shop Drawings, Product Data and Samples, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. Review of such submittals is not for the purpose of determining the accuracy and completeness of other information such as dimensions, quantities, and installation or performance of equipment or systems, which are the Contractor's responsibility. The Architect's review shall not constitute approval of safety precautions or construction means, methods, techniques, sequences or procedures. The Architect's approval of a specific item shall not indicate approval of an assembly of which the item is a component.

§ 3.6.4.3 If the Contract Documents specifically require the Contractor to provide professional design services or certifications by a design professional related to systems, materials, or equipment, the Architect shall specify the appropriate performance and design criteria that such services must satisfy. The Architect shall review and take appropriate action on Shop Drawings and other submittals related to the Work designed or certified by the Contractor's design professional, provided the submittals bear such professional's seal and signature when submitted to the Architect. The Architect's review shall be for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. The Architect shall be entitled to rely upon, and shall not be responsible for, the adequacy and accuracy of the services, certifications, and approvals performed or provided by such design professionals.

§ 3.6.4.4 Subject to Section 4.2, the Architect shall review and respond to requests for information about the Contract Documents. The Architect shall set forth, in the Contract Documents, the requirements for requests for information. Requests for information shall include, at a minimum, a detailed written statement that indicates the specific Drawings or Specifications in need of clarification and the nature of the clarification requested. The Architect's response to such requests shall be made in writing within any time limits agreed upon, or otherwise with reasonable promptness. If appropriate, the Architect shall prepare and issue supplemental Drawings and Specifications in response to the requests for information.

§ 3.6.4.5 The Architect shall maintain a record of submittals and copies of submittals supplied by the Contractor in accordance with the requirements of the Contract Documents.

§ 3.6.5 Changes in the Work

§ 3.6.5.1 The Architect may order minor changes in the Work that are consistent with the intent of the Contract Documents and do not involve an adjustment in the Contract Sum or an extension of the Contract Time. Subject to Section 4.2, the Architect shall prepare Change Orders and Construction Change Directives for the Owner's approval and execution in accordance with the Contract Documents.

§ 3.6.5.2 The Architect shall maintain records relative to changes in the Work.

§ 3.6.6 Project Completion

§ 3.6.6.1 The Architect shall:

- **.1** conduct inspections to determine the date or dates of Substantial Completion and the date of final completion;
- **.2** issue Certificates of Substantial Completion;
- **.3** receive, review and forward to the Owner, for the Owner's review and records, written warranties and related documents required by the Contract Documents and received from the Contractor; and,
- **.4** issue a final Certificate for Payment based upon a final inspection indicating that, to the best of the Architect's knowledge, information, and belief, the Work complies with the requirements of the Contract Documents.

§ 3.6.6.2 The Architect's inspections shall be conducted with the Owner to check conformance of the Work with the requirements of the Contract Documents and to assess the accuracy and completeness of the list submitted by the Contractor of Work to be completed or corrected.

§ 3.6.6.3 When Substantial Completion has been achieved, the Architect shall inform the Owner about the balance of the Contract Sum remaining to be paid the Contractor, including the amount to be retained from the Contract Sum, if any, for final completion or correction of the Work.

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§ 3.6.6.4 The Architect shall forward to the Owner the following information received from the Contractor: (1) consent of surety or sureties, if any, to reduction in or partial release of retainage or the making of final payment; (2) affidavits, receipts, releases and waivers of liens, or bonds indemnifying the Owner against liens; and (3) any other documentation required of the Contractor under the Contract Documents.

§ 3.6.6.5 Prior to the expiration of one year from the date of Substantial Completion, the Architect shall, without additional compensation, conduct a meeting with the Owner to review the facility operations and performance.

ARTICLE 4 SUPPLEMENTAL AND ADDITIONAL SERVICES

§ 4.1 Supplemental Services

§ 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	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	N/A
§ 4.1.1.13 On-site project representation	Owner, Architect to the extent described herein
§ 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	N/A
§ 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	N/A
§ 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	N/A
§ 4.1.1.24 Sustainable Project Services pursuant to Section 4.1.3	N/A

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Supplemental Services	Responsibility *(Architect, Owner, or not provided)*
§ 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
§ 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 Exhibit A – Proposal for Architectural Services for: MFRD Fire Station No. 19 dated August 30, 2024, 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 Exhibit A – Proposal for Architectural Services for: MFRD Fire Station No. 19 dated August 30, 2024, 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.

§ 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)

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.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 To avoid delay in the Construction Phase, the Architect shall provide the following services, as required:

.1 Reviewing a Contractor's submittal out of sequence from the submittal schedule approved by the Architect;

.2 Responding to the Contractor's requests for information that are not prepared in accordance with the Contract Documents or where such information is available to the Contractor from a careful study and comparison of the Contract Documents, field conditions, other Owner-provided information, Contractor-prepared coordination drawings, or prior Project correspondence or documentation;

.3 Preparing Change Orders and Construction Change Directives that require evaluation of Contractor's proposals and supporting data, or the preparation or revision of Instruments of Service;

.4 Evaluating an extensive number of Claims as the Initial Decision Maker; or,

.5 Evaluating substitutions proposed by the Owner or Contractor and making subsequent revisions to Instruments of Service resulting therefrom.

§ 4.2.3 The Architect shall provide Construction Phase Services exceeding the limits set forth below as Additional Services. When the limits below are reached, the Architect shall notify the Owner:

.1 Two (2) reviews of each Shop Drawing, Product Data item, sample and similar submittals of the Contractor

.2 26 (Bi-weekly) visits to the site by the Architect during construction, as required based on progress of the work

.3 Three (3) inspections for any portion of the Work to determine whether such portion of the Work is substantially complete in accordance with the requirements of the Contract Documents

.4 Three (3) inspections for any portion of the Work to determine final completion.

.5 Conduct progress meetings with Contractor, Consultants and the Owner, including the Architect's during Construction Phase.

§ 4.2.4 Except for services required under Section 3.6.6.5 and those services that do not exceed the limits set forth in Section 4.2.3, Construction Phase Services provided more than 60 days after (1) the date of Substantial Completion of the Work or (2) the initial date of Substantial Completion identified in the agreement between the Owner and Contractor, whichever is earlier, shall be compensated as Additional Services to the extent the Architect incurs additional cost in providing those Construction Phase Services.

§ 4.2.5 If the services covered by this Agreement have not been completed within twelve (12) months of the date of this Agreement, through no fault of the Architect, extension of the Architect's services beyond that time shall be compensated as Additional Services.

ARTICLE 5 OWNER'S RESPONSIBILITIES

§ 5.1 Unless otherwise provided for under this Agreement, the Owner shall provide information in a timely manner regarding requirements for and limitations on the Project, including a written program, which shall set forth the Owner's objectives; schedule; constraints and criteria, including space requirements and relationships; flexibility; expandability; special equipment; systems; and site requirements.

§ 5.2 The Owner shall establish the Owner's budget for the Project, including (1) the budget for the Cost of the Work as defined in Section 6.1; (2) the Owner's other costs; and, (3) reasonable contingencies related to all of these costs. The Owner shall update the Owner's budget for the Project as necessary throughout the duration of the Project until final completion. If the Owner significantly increases or decreases the Owner's budget for the Cost of the Work, the Owner shall notify the Architect. The Owner and the Architect shall thereafter agree to a corresponding change in the Project's scope and quality.

§ 5.3 The Owner shall identify a representative authorized to act on the Owner's behalf with respect to the Project. The Owner shall render decisions and approve the Architect's submittals in a timely manner in order to avoid unreasonable delay in the orderly and sequential progress of the Architect's services.

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§ 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.

(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.

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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 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.

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§ 7.2 The Architect and the Architect's consultants shall be deemed the authors and owners of their respective Instruments of Service, including the Drawings and Specifications, and shall retain all common law, statutory and other reserved rights, including copyrights. Submission or distribution of Instruments of Service to meet official regulatory requirements or for similar purposes in connection with the Project is not to be construed as publication in derogation of the reserved rights of the Architect and the Architect's consultants.

§ 7.3 The Architect grants to the Owner a nonexclusive license to use the Architect's Instruments of Service solely and exclusively for purposes of constructing, using, maintaining, altering and adding to the Project, provided that the Owner substantially performs its obligations under this Agreement, including prompt payment of all sums due pursuant to Article 9 and Article 11. The Architect shall obtain similar nonexclusive licenses from the Architect's consultants consistent with this Agreement. The license granted under this section permits the Owner to authorize the Contractor, Subcontractors, Sub-subcontractors, and suppliers, as well as the Owner's consultants and separate contractors, to reproduce applicable portions of the Instruments of Service, subject to any protocols established pursuant to Section 1.3, solely and exclusively for use in performing services or construction for the Project. If the Architect rightfully terminates this Agreement for cause as provided in Section 9.4, the license granted in this Section 7.3 shall terminate.

§ 7.3.1 In the event the Owner uses the Instruments of Service without retaining the authors of the Instruments of Service, the Owner releases the Architect and Architect's consultant(s) from all claims and causes of action arising from such uses. The Owner, to the extent permitted by law, further agrees to indemnify and hold harmless the Architect and its consultants from all costs and expenses, including the cost of defense, related to claims and causes of action asserted by any third person or entity to the extent such costs and expenses arise from the Owner's use of the Instruments of Service under this Section 7.3.1. The terms of this Section 7.3.1 shall not apply if the Owner rightfully terminates this Agreement for cause under Section 9.4.

§ 7.4 Except for the licenses granted in this Article 7, no other license or right shall be deemed granted or implied under this Agreement. The Owner shall not assign, delegate, sublicense, pledge or otherwise transfer any license granted herein to another party without the prior written agreement of the Architect. Any unauthorized use of the 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 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.

§ 8.1.2 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, damages, liabilities, whether or not currently due, and related expenses to the extent caused by CONSULTANT's 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 to the extent such defense is 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.

§ 8.1.3 Standard of Performance:

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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.

(Paragraphs deleted)
§ 8.1.4 Force Majeure:
In the event that either party hereto shall be delayed or hindered in or prevented from the performance of any act required hereunder by reason of strikes, lockouts, labor troubles, inability to procure materials, failure of power, restrictive governmental laws or regulations, riots, insurrection, war, Act of God, or other reason of a like nature not the fault of the party delayed in performing work or doing acts required under the terms of this Agreement, then performance of such act shall be excused for the period of the delay and the period for the performance of any such act shall be extended for a period equivalent to the period of such delay.

ARTICLE 9 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

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.2 Licensing Fee if the Owner intends to continue using the Architect's Instruments of Service:

N/A

§ 9.8 Except as otherwise expressly provided herein, this Agreement shall terminate one year from the date of Substantial Completion.

§ 9.9 The Owner's rights to use the Architect's Instruments of Service in the event of a termination of this Agreement are set forth in Article 7 and Section 9.7.

ARTICLE 10 MISCELLANEOUS PROVISIONS

§ 10.1 This Agreement shall be governed by the law of the State of Alabama.

§ 10.2 Terms in this Agreement shall have the same meaning as those in AIA Document A201–2017, General Conditions of the Contract for Construction, including the Owner's then-current modifications which may be obtained from the Owner's Architectural Engineering Department Office.

§ 10.3 The Owner and Architect, respectively, bind themselves, their agents, successors, assigns, and legal representatives to this Agreement. Neither the Owner nor the Architect shall assign this Agreement without the written consent of the other, except that the Owner may assign this Agreement to a lender providing financing for the Project if the lender agrees to assume the Owner's rights and obligations under this Agreement, including any payments due to the Architect by the Owner prior to the assignment.

§ 10.4 If the Owner requests the Architect to execute certificates, the proposed language of such certificates shall be submitted to the Architect for review at least 14 days prior to the requested dates of execution. If the Owner requests the Architect to execute consents reasonably required to facilitate assignment to a lender, the Architect shall execute all such consents that are consistent with this Agreement, provided the proposed consent is submitted to the Architect for review at least 14 days prior to execution. The Architect shall not be required to execute certificates or consents that would require knowledge, services, or responsibilities beyond the scope of this Agreement.

§ 10.5 Nothing contained in this Agreement shall create a contractual relationship with, or a cause of action in favor of, a third party against either the Owner or Architect.

§ 10.6 Unless otherwise required in this Agreement, the Architect shall have no responsibility for the discovery, presence, handling, removal or disposal of, or exposure of persons to, hazardous materials or toxic substances in any form at the Project site.

§ 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.

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§ 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:

.1 Stipulated Sum
(Insert amount)

A. Basic Services:	$ 180,439.40
B. Geotechnical Testing: (not to exceed)	$ 5,000.00
C. Printing Reimbursable Expenses: (not to exceed)	$ 2,000.00
D. Total Contract Amount: (not to exceed)	$ 187,439.40

.2 Percentage Basis
(Insert percentage value)

N/A

.3 Other
(Describe the method of compensation)

N/A

§ 11.2 For the Architect's Supplemental Services designated in Section 4.1.1 and for any Sustainability Services required pursuant to Section 4.1.3, the Owner shall compensate the Architect as follows:
(Insert amount of, or basis for, compensation. If necessary, list specific services to which particular methods of compensation apply.)

N/A; All services designated in Section 4.1.1 as by Architect are included in Basic Services

§ 11.3 For Additional Services that may arise during the course of the Project, including those under Section 4.2, the Owner shall compensate the Architect as follows:
(Insert amount of, or basis for, compensation.)

To be negotiated based on Architect's and/or Architect's Consultants hourly rates but, in no case shall the fee percentage of the extra work exceed the fee schedules established by the Alabama Building Commission for a Group III building or another Group as noted, for total cost of the work.

§ 11.4 Compensation for Supplemental and Additional Services of the Architect's consultants when not included in Section 11.2 or 11.3, shall be the amount invoiced to the Architect plus zero percent (0%), or as follows:
(Insert amount of, or basis for computing, Architect's consultants' compensation for Supplemental or Additional Services.)

See Section 11.2 and 11.3

§ 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	ten	percent (	10 %)
Design Development Phase	fifteen	percent (	15 %)
Construction Documents Phase	fifty	percent (	50 %)

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Bidding & Negotiation	five	percent (	5 %)
Construction Administration	twenty	percent (	20 %)
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 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.)

As provided in Exhibit A – Proposal for Architectural Services for: MFRD Fire Station No. 19 dated August 30, 2024, respectively
(Table deleted)

§ 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 and Shipping Fees

.2

(Paragraphs deleted)

Geotechnical Testing

§ 11.8.2 For Reimbursable Expenses the compensation shall be the expenses incurred by the Architect and the Architect's consultants plus zero percent (0 %) of the expenses incurred.

(Paragraphs deleted)

§ 11.10 Payments to the Architect

§ 11.10.1 Initial Payments

§ 11.10.1.1 N/A

§ 11.10.1.2 N/A

§ 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.
(Paragraphs deleted)

§ 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.)

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.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 14 or later. Project manual shall be in Microsoft Word version 97 or later. Estimates to be Microsoft Excel 97 or later. Both should be turned over to Owner at the end of Construction Phase.

.4 Architects shall assist in making permitting application to Authorities having Jurisdiction as per Article 3.4.2 of this document.

ARTICLE 13 SCOPE OF THE AGREEMENT

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

§ 13.2 This Agreement is comprised of the following documents identified below:

.1 AIA Document B101™–2017, Standard Form Agreement Between Owner and Architect
a. Exhibit A – Proposal for Architectural Services, dated August 30, 2024
b. Consultant's Alabama Secretary of State Entity Documentation
c. Consultant's E-Verify Documentation
d. Consultant's Subcontracting Plan for Disadvantaged Business Enterprises
e. Consultant's Certificate of Insurance with Endorsements

.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.)

[ ] 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

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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.

ARTICLE 18

§ 18.1 For the purposes of articles 8.1.6, 8.1..5, 14 and 16 above, the term CONSULTANT shall refer to Architect.

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

City of Mobile	Legal Name of Party to Contract-Consultant: Forrest Daniell & Associates, P.C.
OWNER *(Signature)*	**ARCHITECT** *(Signature)*
William S. Stimpson, Mayor *(Printed name and title)*	Jeff Jordan, Vice-President *(Printed name, title, and license number, if required)*

ATTEST:

City Clerk

STATE OF ALABAMA
COUNTY OF MOBILE
Before me, the undersigned a Notary Public in and for said County and State, personally appeared Jeffrey Arnold Jordan as vice president of **Forrest Daniell & Associates, P.C.** 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 _____.
Sworn to and subscribed for me this 7 day of October, 2024.

Helena Lah Sloan
NOTARY PUBLIC
My Commission Expires: 03-05-2028

HELENA LAH SLOAN
NOTARY PUBLIC
ALABAMA STATE AT LARGE
COMM. EXP. 03-05-2028

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EXHIBIT A

FD&A
Architecture & Planning

Forrest Daniell & Associates, P.C.
8007 American Way
Daphne, Alabama 36526
(251) 625-6490 | (251) 625-6494 fax

August 30, 2024

David M. Cordingly
Capital Improvement Project Manager
Architectural Engineering Department
City of Mobile
Ph: 251-208-7637
Email: david.cordingly@cityofmobile.org

Re: Professional Services Proposal for new 4 truck bay MFRD Fire Station No. 19

We appreciate the opportunity to submit the following proposal to provide architectural and engineering services for a new MFRD Fire Station No. 19 for the City of Mobile. A preliminary diagrammatic plan for the fire station has been provided by FD&A. The preliminary layout of the building has resulted in the following design square footages. A preliminary opinion of probable cost of work is as follows for construction; this opinion of cost is preliminary and subject to change depending on final decisions and outcomes reached regarding programming and design:

Heated and cooled area:	4,612 sf	$400 psf	$1,844,800
Engine Bay:	5,025 sf	$200 psf	$1,005,000
Total Building (128.5'x75'):	9,637 sf		$2,849,800
Sitework:			$ 400,000
Total:			$3,249,800

Note: The areas above are based on the preliminary layout; areas may be adjusted slightly larger while adding gross building features. Fees will not change based on these increases. Our proposed fee for Basic Services based on the scope outlined above, and inclusion of the 15 percent required DBE participation, includes (Site/Civil, Structural, Architectural, Mechanical, Electrical and Plumbing) and therefore will be based on $3,249,800 x 5.5% = $180,439.40. The A/E Fee will be billed as follows:

Schematic Design	10%	$18,043.94
Design Development	15%	$27,065.91
Construction Documents	50%	$90,219.70
Bidding & Negotiation	5%	$ 9,021.97
Construction Administration	20%	$36,087.88
AE Basic Services Total		$180,439.40

Project Scope: The project will include a new 4 engine bay fire station, with associated support space plus dorm type living space. The construction type will be Type IIB, sprinklered. The building will utilize a concrete slab on grade foundation, with a metal building structure. The exterior wall sheathing will be brick veneer with ties back to metal wall panels. The roof will be standing seam metal by the metal building supplier.

Forrest Daniell & Associates, P.C. shall provide the following basic service(s):

1. Preliminary Design
2. Design Development
3. Construction Documents
4. Permit Approval
5. Bidding and Negotiation (with preapproval of bidding contractors if the client sees fit)
6. Construction Administration

We offer these services, and the services of our consultants based on the following fee schedule:

•	Architectural and Interiors	Forrest Daniell & Associates, PC
•	Civil Engineering	Driven Engineering, Inc.
•	Structural Engineering	Gulf States Engineering, Inc.
•	MEP Engineering	Gulf States Engineering, Inc.

Basic Services $180,439.40

- Site/Civil Design
- ADEM Permit and CBMPP Plan
- BMP Inspections
- As-built Civil Plans
- Geotechnical Engineering
- Landscaping per COM ordinances
- Structural Engineering for Foundation and Metal Building Specification
- Architecture and Interior Design
- Electrical Engineering including Fire Alarm
- Site Lighting per COM ordinances
- Mechanical and Plumbing Engineering including Fire Protection
- Bidding and Construction Administration

Geotechnical testing is an included service to be added to the basic fees as a reimbursable expense (Estimate): $ 5,000

Printing and Shipping Fees are included to be added to the basic fees as a Reimbursable expense: $ 2,000

Additional Services:
The following items are not included in the Basic Design Services, as they are either not a requirement of the project scope, customarily provided by the Owner, or provided by a specialty consultant.

- Survey
- Permit or Plan Review Fees
- Environmental Phase I and Phase II
- Construction Staking
- Building Commissioning
- Construction Testing
- Special Inspections

Hourly Rates:
Hourly rates apply to hourly work, or may be utilized for Owner authorized additional services work where approved in advance. The following rate schedule will apply during the duration of this project.

Principal:	$110/ hour
Senior Architect:	$ 90 / hour
CADD Technical:	$ 75 / hour
Interiors Personell:	$ 75 / hour
Lead Consulting Engineers:	$110 / hour

Supplemental and/or reimbursable expenses:
The following are project related expenses that accrue during the course of the design and construction phases of the project:

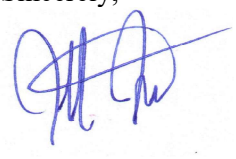
- Permit or Plan Review Fees
- 3d Rendering Services
- Additional Site Visits per person — Per Hourly Rate, 26 site visits included in basic fees

Design and construction schedule:
FD&A is capable of beginning work on this project immediately. The following is a generic schedule for the work:

Schematic Design	4 weeks (dependent on feedback from user)
Design Development	4 weeks
Construction Documents	5 weeks
Preapproval of Bidding Contractors, if required	2 weeks
Advertisement - Bidding and Negotiation	3 weeks
Construction Administration	12 Months (depends on construction duration; 12 months is expected)

We appreciate the opportunity to submit for this work, and greatly look forward to a working relationship with the City of Mobile and the local Fire Department.

Please review at your convenience and feel free to call with any comments you may have.
Sincerely,



Jeff Jordan
Forrest Daniell & Associates, P.C.

Alabama Secretary of State

Forrest Daniell & Associates, P.C.	
Entity ID Number	000-231-624
Entity Type	Domestic Professional Corporation
Principal Address	MOBILE, AL
Principal Mailing Address	Not Provided
Status	Exists
Place of Formation	Mobile County
Formation Date	10/22/2003
Registered Agent Name	DANIELL, DAVID FORREST
Registered Office Street Address	8510 GAYLA CT MOBILE, AL 36695
Registered Office Mailing Address	Not Provided
Nature of Business	ARCHITECTURE PRACTICE
Capital Authorized	$5,000
Capital Paid In	---
Incorporators	
Incorporator Name	DANIELL, DAVID FORREST
Incorporator Street Address	Not Provided
Incorporator Mailing Address	Not Provided
Annual Reports	
Report Year	2003 2004 2005 2006 2007 2008 2009 2010 2011 2012 2013 2014 2015 2016 2017 2018 2019 2020 2021 2022 2023 2024
Scanned Documents	
Purchase Document Copies	
Document Date / Type / Pages	10/22/2003 Certificate of Formation 5 pgs.

Browse Results New Search

Company ID Number: 2471448

Approved by:

Employer	
Forrest Daniell & Associates, PC	
Name (Please Type or Print) David F Daniell	**Title**
Signature Electronically Signed	**Date** 06/19/2024
Department of Homeland Security – Verification Division	
Name (Please Type or Print) USCIS Verification Division	**Title**
Signature Electronically Signed	**Date** 06/19/2024

E-VERIFY IS A SERVICE OF DHS AND SSA

Company ID Number: 2471448

Information Required for the E-Verify Program **Information relating to your Company:**	
Company Name	Forrest Daniell & Associates, PC
Company Facility Address	8007 American Way Daphne, AL 36526
Company Alternate Address	
County or Parish	BALDWIN
Employer Identification Number	200309784
North American Industry Classification Systems Code	541
Parent Company	
Number of Employees	5 to 9
Number of Sites Verified for	1 site(s)

Are you verifying for more than 1 site? If yes, please provide the number of sites verified for in each State:

AL 1

Information relating to the Program Administrator(s) for your Company on policy questions or operational problems:

Name David F Daniell
Phone Number 2514228139
Fax
Email forrest@fdaniell.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 emai:Archnique.kidd@cityofmobile.org
251.208.7967
205 Government Street, 4th Floor

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

This document provides information to the City of Mobile about the subcontractors and major suppliers you intend to use to complete this contract. Failure to submit this form, when so required by the bid or proposal specification, will render your bid non-responsible. Not all specifications require this form to be completed, or may require its completion under varying circumstances. Refer to the specification for direction.

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- Understand your intended use of subcontractors and major suppliers as part of your bid/proposal submission.
- Evaluate your capability to complete the performance of this contract.
- Determine your use of Disadvantaged Business Enterprises (DBEs) as subcontractors and suppliers.
- For certain contracts, assess whether you exercised "good faith efforts" to use DBE subcontractors and suppliers for at least 15% of the value of your bid/proposal amount. (See City of Mobile City Code Sec. 14-2.)

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FORM 1: Background and Plan

Section I. Information about your company

Company	Forrest Daniell & Associates, P.C.
Address	8007 American Way Daphne, AL 36526
Telephone	(251) 625-6490
E-Mail	jjordan@fdaniell.com

RFP/RFQ Solicitation Number	FD-032-24
Project Description	New Fire Station No. 19
Is your company a DBE company?	Yes ☐ No ☒
Work force demographics	Male 4 Female 1 Minority 1 Non-minority 4 Vets 0 Total #of Employees 5

Subcontractor/Major Supplier Plan submitted by:

Printed Name: Jeff Jordan

Signature: _____ Date: 9/30/24

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: Jeff Jordan Title: Vice-President

E-mail:_ Phone: jjordan@fdaniell.com 251-422-5833

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Via emai:Archnique.kidd@cityofmobile.org
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FORM 1: Background and Plan

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This form asks for your intentions to utilize subcontractors and suppliers as a potential contractor for the city of Mobile. For purposes of this form, disadvantaged individuals or enterprises include persons or small-business-enterprise owners who are women, members of a racial minority, or disabled military veterans.

RFP/RFQ/Bid # FD-032-24 Your Bid/Proposal Amount $ 180,439.40 Date: 9 / 30 / 24

Description New Fire Station No. 19

Name of Bidder/Proposer: Forrest Daniell & Associates, P.C.

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
Driven Engineering	251-649-4011	Site/Civil Engineering	$40,200	22.28%	Yes	

Form 2: Good Faith Effort Documentation

Name of Bidder: Forrest Daniell & Associates, P.C.

Contact Person: Jeff Jordan Phone (251) 625-6490 Email jjordan@fdaniell.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 ALDOT DBE 's
	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	**ADVERTISEMENT:** The bidder advertised in general circulation and/or trade association publications concerning subcontracting opportunities, and allowed DBEs reasonable time to respond.
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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.

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.
X		**CONTRACT RECORDS:** The bidder/proposer has maintained the following records for each DBE that has bid on the subcontracting opportunity: 1. Name, address, and telephone number; 2. A description of information provided by the bidder/proposer or subcontractor; and 3. A statement of whether an agreement was reached, and if not, why not, including any reasons for concluding that the DBE was unqualified to perform the job.

Please indicate if any of the following applied:

_____ There are not ways to break out 15% of the value of this contract for subcontractors / suppliers.

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

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

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

_____

_____

Suggestions or comments to improve this program. _____

_____

OFFICE OF SUPPLIER DIVERSITY

CITY OF MOBILE

DBE Compliance

DBE UTILIZATION REPORT

Return to Office of Supplier Diversity
Via email: archnique.kidd@cityofmobile.org
or
P.O. Box 1948
Mobile, AL 36633

CONTRACTOR:	Certified DBE: YES	NO	Contract Start Date:
Forrest Daniell & Assocaites, PC		X	TO BE DETERMINED
DESCRIPTION: New Facility and Associated Site Work for Fire Station #19			**Estimated Completion Date:** TO BE DETERMINED

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

JAN	APR	JULY	OCT
FEB	MAY	AUG	NOV
MARCH	JUNE	SEPT	DEC

FINAL _____

Original Contract Amount	Total Amount of Contract Changes (change orders or amendments)	Final Contract Amount (include contract changes)	Payments to Date from City of Mobile	OFFICE USE ONLY (Verification)
$ 180,439.40	$ 0	$ 180,439.40	$ 0	

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)
Driven Engineering, Inc.	Civil/Site Work Design	$ 40,200 (22.28% of total)	$	$	
		$	$	$	
		$	$	$	
		$	$	$	
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: Jeff Jordan, Architect

SIGNATURE: _____, Vice President (Title) 9/30/24 (Date)

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 8/13/2024

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 Higginbotham Insurance Agency, Inc. P.O. Box 160927 2514734600 AL 36606 License#: 2081754 FORRDAN-01	**CONTACT NAME:** Jackie Van Devender **PHONE (A/C, No, Ext):** 2514734600 **FAX (A/C, No):** 251-450-0032 **E-MAIL ADDRESS:** jvandevender@higginbotham.net
INSURED Forrest Daniell & Associates, P.C. 8007 American Way Daphne AL 36526	**INSURER(S) AFFORDING COVERAGE** / **NAIC #** **INSURER A :** Continental Casualty Company — 20443 **INSURER B :** Kinsale Insurance Company — 38920 **INSURER C :** Alabama Retail Comp — 0 **INSURER D :** Safety National Casualty Corporation — 15105 **INSURER E :** **INSURER F :**

COVERAGES **CERTIFICATE NUMBER:** 1736567598 **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:	Y	Y	4024546685	3/11/2024	3/11/2025	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 $ 1,000,000 $ 2,000,000 $ 2,000,000 $
A	**AUTOMOBILE LIABILITY** [ ] ANY AUTO [ ] OWNED AUTOS ONLY [ ] SCHEDULED AUTOS [X] HIRED AUTOS ONLY [X] NON-OWNED AUTOS ONLY	Y	Y	4024546685	3/11/2024	3/11/2025	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) 	$ $ 1,000,000 $ 1,000,000 $ $
A	X **UMBRELLA LIAB** X OCCUR **EXCESS LIAB** [ ] CLAIMS-MADE [ ] DED [X] RETENTION $ 10,000	Y	Y	4024546959	3/11/2024	3/11/2025	EACH OCCURRENCE AGGREGATE 	$ 1,000,000 $ $
C D	**WORKERS COMPENSATION AND EMPLOYERS' LIABILITY** ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N [ ] **(Mandatory in NH)** If yes, describe under DESCRIPTION OF OPERATIONS below	N / A	Y	4010768 PRE4004287	1/1/2024 1/1/2024	1/1/2025 1/1/2025	X PER STATUTE [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ 2,000,000 $ 2,000,000 $ 2,000,000
B	Professional Liability			0100311319-0	7/2/2024	7/2/2025	Each Claim Aggregate	$1,000,000 $1,000,000

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

Coverage for Workers' Compensation is limited to the provisions of the Alabama Workers' Compensation Law.

The General Liability policy includes a blanket automatic additional insured endorsement that provides additional insured status to the certificate holder only when there is a written contract between the named insured and the certificate holder that requires such status.

The General Liability policy includes a blanket automatic waiver of subrogation endorsement that provides this feature only when there is a written contract between the named insured and the certificate holder that requires it.

See Attached...

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



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AGENCY CUSTOMER ID: FORRDAN-01

LOC #:

ADDITIONAL REMARKS SCHEDULE

AGENCY	NAMED INSURED
Higginbotham Insurance Agency, Inc.	Forrest Daniell & Associates, P.C. 8007 American Way Daphne AL 36526
POLICY NUMBER	
CARRIER / NAIC CODE	EFFECTIVE DATE:

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: 25 FORM TITLE: CERTIFICATE OF LIABILITY INSURANCE

The General Liability policy has a blanket Primary & Non Contributory endorsement that affords that coverage to certificate holders only where there is a written contract between the Named Insured and the certificate holder that requires such status.

Umbrella is follow form.

Project Name: MFRD Fire Station No. 19; Project# FD-032-24

City of Mobile is included as additional insured with respect to general liability, automobile liability and umbrella liability. All policies, except workers compensation, shall be primary and non-contributory with any other insurance in force or which may be purchased by additional insured. Waiver of subrogation applies in favor of City of Mobile with respect to general liability, automobile liability, umbrella liability and workers compensation and employer's liability. 30 day notice of cancellation, non-renewal or material change shall apply (except 10 days for non-payment).

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The ACORD name and logo are registered marks of ACORD

CONTRACT ROUTING CHECKLIST

DATE OF SUBMITTAL:

DATE OF ROUTING:

CIVIC+ or ADOBE

ROUTING TYPE: CIVIC+

PROJECT MANAGER: DAVID M. CORDINGLY

PROJECT NAME:	MFRD FIRE STATION No. 19 NEW STATION	✓	
PROJECT LOCATION:	1301 AZALEA RD MOBILE, AL 36693-4703	✓	
PROJECT #:	FD-032-24	✓	
VENDOR NAME:	FORREST DANIELL & ASSOCIATES, P.C.	✓	
MUNIS VENDOR #:	299174		
CONTRACT AMOUNT:	$ 187,432.40 **RETAINAGE HELD?** Y or N NO	✓	
CIP-FUNDED:	**YES:** ✓ **NO:**	✓	
FUNDING ACCOUNT #:	C0915	✓	
WAS AVAILABLE BALANCE VERIFIED:		✓	

		OPS TEAM
RESOLUTION		
CAPITAL CONTRACT SUMMARY SHEET		
CONTRACT WITH VENDOR SIGNATURE	✓	
CONTRACT WITH NOTARY (ALL CONTRACTS OVER $15K)	✓	
SCOPE OF WORK EXHIBIT	✓	
BID / QUOTE FORM	✓	
BONDS (CONSTRUCTION CONTRACTS OVER $50K)		
SUBCONTRACTING & MAJOR SUPPLIER PLAN and/or DBE WAIVER	✓	
SECRETARY OF STATE FORM		✓
E-VERIFY		✓
CERTIFICATE OF INSURANCE	✓	
OTHER DOCUMENTS AS NEEDED (i.e. B.S. GENERAL CONDITIONS)		
AGENDA ITEM SUMMARY SHEET		

CONTRACT TYPE (●) DESIGN ( ) CONSTRUCTION ( ) SERVICE ( ) OTHER:

ORIGINAL FUNDING SOURCE CAPIMPROVM **DBE WAIVER %** 22.28

BRIEF SCOPE OF WORK SUMMARY:

The project will include a new 4 engine bay fire station, with associated support space plus dorm type living space. The construction type will be Type IIB, sprinklered. The building will utilize a concrete slab on grade foundation, with a metal building structure. The exterior wall sheathing will be brick veneer with ties back to metal wall panels. The roof will be standing seam metal by the metal building supplier.

ESTIMATED PROJECT COST (INCLUDE INFORMATION IF APPLICABLE AND AVAILABLE)

PROFESSIONAL DESIGN SERVICES			
A/E DESIGN FEE	$ 187,439.40		
GEOTECHNICAL FEE			
SURVEY FEE		**TOTAL**	$ 187,439.40
CONSTRUCTION COST			
CONTINGENCY ALLOWANCE			
OTHER		**TOTAL**	$ 187,439.40

ESTIMATED PROJECT MILESTONES

EXECUTED CONTRACT / NTP				(DATE)
DESIGN DELIVERABLES	SCHEMATIC DESIGN	4	(WEEKS)	(DATE)
	DESIGN DEVELOPMENT	4	(WEEKS)	(DATE)
	CONSTRUCTION DOCUMENTS	5	(WEEKS)	(DATE)
ADVERTISEMENT - BID & AWARD		3	(WEEKS)	05/01/2025 (DATE)
CONSTRUCTION COMPLETION		52	(WEEKS)	05/01/2026 (DATE)

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Telephone	(251) 625-6490
E-Mail	jjordan@fdaniell.com

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Project Description	New Fire Station No. 19
Is your company a DBE company?	Yes ☐ No ☒
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Subcontractor/Major Supplier Plan submitted by:

Printed Name: Jeff Jordan

Signature: _____ Date: 9/30/24

Title: Vice-President

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

_____

_____

Suggestions or comments to improve this program. _____

_____

CITY OF MOBILE

BUSINESS LICENSE

Mobile, Alabama

POST IN A CONSPICUOUS PLACE - LICENSE IS NOT TRANSFERABLE

Issued to:

DANIELL, D FORREST NCARB T6
8007 AMERICAN WAY
DAPHNE AL 36526

YEAR	LICENSE NO.
2024	51072
ISSUED	**EXPIRES**
1/20/2024	12/31/2024

541311 ARCHITECT - INDIVIDUAL

Mauria P. King

Mauria P. King, Revenue Director
City of Mobile Revenue Department

www.cityofmobile.org/revenue

DANIELL, D FORREST NCARB
8007 AMERICAN WAY
DAPHNE, AL 36526-5311

8 T1 P2316

AGENDA ITEM SUMMARY SHEET

Agenda of: May 12, 2026

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

Sponsored by:
Spiro Cheriogotis, Mayor

Purpose and Scope of Project:
Remove, replace, and/or dispose of existing fences, posts, and wires, with wood fences as specified in the project manual and drawings.

Amount of Contract:
$149,687.00

Funding Source
C0968

ATTACHMENTS:
1. Resolution
2. Contract - Mounted Unit
3. Capital Summary Sheet - Mounted Unit

REVIEWERS:
Stacey Howard
Carleen Stout
Brenda Rhodes
Cherlina Monteiro
James Barber

RESOLUTION

Sponsored by Mayor Spiro N. Cheriogotis

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

No payment obligation shall arise unless and until funds are lawfully available and encumbered in accordance with applicable law.

The Mayor is further authorized to execute the Contract in substantially the form presented, subject to non-substantive revisions approved as to form and legality by the City Legal Department.

Name of Company: Gibson Construction Services, LLC

Project Name: MPD Mounted Unit Grand Bay Upgrades

Project Number: PD-052a-24

Amount: $149,687.00

Adopted:

_____

City Clerk

LEGAL DEPARTMENT — CONTRACT REVIEW COVER SHEET [REVIEW # 2]

To: DRU BISHOP / REAM
Requester / Department

From: City of Mobile Legal Department
Date: 04/29/26
CityLaw ID: A26-1677
Project / Contract Title: CONTRACT - MPD MOUNTED UNIT - GRAND BAY FENCING UPGRADES
Vendor / Consultant: GIBSON CONSTRUCTION SERVICES

I. DOCUMENTS SUBMITTED FOR LEGAL REVIEW (✓ all that apply)

- ■ Contract / Agreement / MOU / Easement
- ■ Exhibit A – Scope of Work
- ■ Exhibit B – Compensation or Fee Schedule
- ■ Exhibit C – Insurance Requirements
- ■ Certificate of Insurance (COI)
- ■ Endorsements
- ■ Other (specify): _____
- ☐ Resolution
- ☐ Amendment(s)
- ☐ Change Order(s)
- ☐ Contract Prior Amendments/Change Orders
- ■ E-Verify documents

II. LEGAL REVIEW STATUS

■ **Approved as to Legal Form and Compliance** — All submitted documents have been reviewed and approved for legal compliance.

☐ *Requires revision before final approval*

III. FOR CIVICPLUS AND ADOBE MATTERS
[The following items were not submitted to Legal for Review]

- ☐ Contract / Agreement / MOU / Easement
- ☐ Exhibit A – Scope of Work
- ☐ Exhibit B – Compensation or Fee Schedule
- ☐ Exhibit C – Insurance Requirements
- ☐ Certificate of Insurance (COI)
- ☐ Endorsements
- ■ Other (specify): RECOMMENDATIONS: (1) PAGE 5 - REPLACE "IV(A)(8)" WITH "III(A)(8)" IN TWO SPACES; (2) PAGE 6 - REPLACE "FOUR (4) WEEKS" WITH "A MINIMUM OF THREE (3) WEEKS"; (3) GOING FORWARD, WE RECOMMEND EITHER ADDING A SEPARATE PAGE BETWEEN EXHIBITS, FOR EXAMPLE WITH "EXHIBIT A", OR AN EXHIBIT LABEL OR STICKER ON EACH EXHIBIT
- ☐ Resolution
- ☐ Amendment(s)
- ☐ Change Order(s)
- ☐ Contract Prior Amendments/Change Orders
- ☐ E-Verify documents

V. LEGAL DEPARTMENT SIGN-OFF

Bryan Horsley — **Reviewed By**
04/29/2026 — **Date**

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

BETWEEN the City:	**CITY OF MOBILE** **205 Government Street** **P O Box 1827** **Mobile, Alabama 36633**
And the Contractor:	**Gibson Construction Services, LLC** **10330 Ben Hamilton Road** **Grand Bay, AL 36541** **City Business License No.: 128722** **Alabama General Contractor License No.: 59305**
For the following Project:	**MPD Mounted Unit – Grand Bay Upgrades – Fencing** **6160 Gaston Loop Road West** **Grand Bay, Alabama 36541** **Project Number: PD-052a-24**
The Architect:	**Architectural Engineering Department** **P O Box 1827** **Mobile, Alabama 36633**

MASTER A101 AGREEMENT
STANDARD SERVICES AGREEMENT
BETWEEN CITY OF MOBILE AND CONTRACTOR

THIS AGREEMENT is made and entered into as of the date of execution by both parties, by and between City of Mobile, a political subdivision of the State of Alabama, hereinafter referred to as the "City" and Gibson Construction Services, LLC, hereinafter referred to as "Contractor."

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

WHEREAS, the City issued a request for Bids on March 25, 2026; and,

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

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

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

I. CONTRACTOR'S SERVICE

A. The Contractor agrees to diligently provide all materials, services and labor for the performance of MPD Mounted Unit – Grand Bay Upgrades – Fencing (the "Project"), in accordance with the scope of services made part of this Contract as Exhibit A, attached hereto and incorporated herein. All work and labor shall be done in accordance with the plans and specifications on file with the City and are incorporated herein by reference.

TERM

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

II. COMPENSATION AND PAYMENT OF CONTRACTORS SERVICE

A. The City shall pay the Contractor the Contract Sum in current funds for the Contractor's performance of the Contract. The Contract Sum shall be One Hundred Forty-Nine Thousand Six Hundred Eighty-Seven and 00/100 ($149,687.00), subject to additions and deductions as provided in the Contract Documents.

Base Bid:	$55,995.00
Contingency Allowance:	$10,000.00
Total Bid:	$65,995.00
Alternate #1:	$30,290.00
Alternate #2:	$33,833.00
Alternate #3:	$19,569.00
Total Contract Sum:	$149,687.00

B. Alternates (if any are included in the contract sum)

Alternate #1: Remove/Replace existing fence and/or gates noted on drawings and summary of work as Alternate #1 located in the rear of the property.	Price: $30,290.00
Alternate #2: Remove/Replace existing fence noted on drawings and summary of work as Alternate 2	Price: $33,833.00
Alternate #3: Remove and dispose of existing fences, posts, wires, etc., and replace them with wood fences (and wire fence backing like the existing installation) as specified in the project manual and drawings noted as Alternate 2. (Road frontage)	Price: $19,569.00

C. Contingency Allowance

1. Contingency Allowance shall cover cost of material, labor, overhead, profit and other expenses for complete installation of items of additional work as required for a complete, functional project.
2. Contingency Allowance shall be used for unforeseen conditions not covered in the construction documents.
3. All extra work under this section must be authorized by the City, in writing, prior to materials or undertaking work.
4. Upon completion of the Work, the unused portion of the Allowance shall be credited back to the City in the form of a Change Order.

D. The City shall pay the Contractor for the services rendered hereunder and completed in accordance with the terms and conditions of this Contract an amount not to exceed be One Hundred Forty-Nine Thousand Six Hundred Eighty-Seven and 00/100 ($149,687.00) for the entire Project in accordance with Exhibit C Fee Schedule attached hereto and incorporated herein OR, upon the completion and acceptance thereof by the City or its duly authorized agent. The contract price includes a contingency amount for unanticipated work within the scope of the agreement and may only be authorized at the discretion of the City's REAM Director, Carleen Stout.

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

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

III. METHOD OF PAYMENT

A. Progress Payments

1. Based upon Applications for Payment submitted to the Architect by the Contractor and Certificates for Payment issued by the Architect and/or Owner, the City shall make progress payments on account of the Contract Sum to the Contractor as provided below and elsewhere in the Contract Documents.
2. The period covered by each Application for Payment shall be one calendar month ending on the 25th of the month. Provided that an Application for Payment in acceptable format is received by the Architect not later than the first 1st day of a month, the City shall make payment of the amount certified to the Contractor not later than the tenth 10th day of the following month.
3. If an Application for Payment in acceptable format is received by the Architect after the application date fixed above, payment of the amount certified shall be made by the City not later than Forty (40) days after the Architect receives the Application for Payment.
4. Federal, state or local laws may require payment within a certain period of time.
5. Each Application for Payment shall be based on the most recent schedule of values submitted by the Contractor in accordance with the Contract Documents. The schedule of values shall allocate the entire Contract Sum among the various portions of the Work. The schedule of values shall be prepared in such form, and supported by such data to substantiate its accuracy, as the Architect may require. This accepted schedule of values shall be used as a basis for reviewing the Contractor's Applications for Payment.
6. Applications for Payment shall show the percentage of completion of each portion of the Work as of the end of the period covered by the Application for Payment.

7. General Conditions of the Contract for Construction (including City's then current Modifications), and subject to other provisions of the Contract Documents, the amount of each progress payment shall be computed as follows:

    a. The amount of each progress payment shall first include:
        i. That portion of the Contract Sum properly allocable to completed Work;
        ii. That portion of the Contract Sum properly allocable to materials and equipment delivered and suitably stored at the site for subsequent incorporation in the completed construction, or, if approved in advance by the City, suitably stored off the site at a location agreed upon in writing and insured as specified.
        iii. Completed work shall be determined by multiplying the percentage completion of each portion of the Work by the share of the Contract Sum allocated to that portion of the Work in the schedule of values.

    b. The amount of each progress payment shall then be reduced by:
        i. The aggregate of any amounts previously paid by the City;
        ii. The amount, if any, for Work that remains uncorrected and for which the Architect has previously withheld a Certificate for Payment;
        iii. Any amount for which the Contractor does not intend to pay a Subcontractor or material supplier, unless the Work has been performed by others the Contractor intends to pay;
        iv. For Work performed or defects discovered since the last payment application, any amount for which the Architect may withhold payment, or nullify a Certificate of Payment in whole or in part; and
        v. Retainage withheld pursuant to Section IV(A)(8).

    c. Any Progress Payment shall include partial release of liens for material and labor for previous application for payment amount approved and paid. The DBE Utilization Report shall be included with the pay application.

8. Retainage
    a. For each progress payment made prior to Substantial Completion of the Work, the City may withhold the following amount, as retainage, from the payment otherwise due:
        i. Five percent (5%) of the first fifty percent (50%) of the completed work and after fifty percent (50%) completion has been accomplished, no further retainage shall be held from the original Contract Sum. Increases in the contract sum by Change Order shall also be subject to retainage.
        ii. Upon Substantial Completion of the Work, the Contractor may submit an Application for Payment that includes the retainage withheld from prior Applications for Payment pursuant to this Section IV(A)(8). The Application for Payment submitted at Substantial Completion shall not include retainage as follows:

The net amount of the Retainage shall be equal to two and one half percent (2.5%) of total Contract Sum, as increased or decreased by Change Order.

9. If final completion of the Work is materially delayed through no fault of the Contractor, the City shall pay the Contractor any additional amounts in accordance with Article 9 of AIA Document A201–2017.
10. Except with the City's prior approval, the Contractor shall not make advance payments to suppliers for materials or equipment which have not been delivered and stored at the site.

B. Final Payment

1. Final monthly progress payment, constituting the entire unpaid balance of the Contract Sum, less retainage, shall be made by the City to the Contractor when
   a. the Contractor has fully performed the Contract except for the Contractor's responsibility to correct Work as provided in Article 12 of AIA Document A201 (including City's then-current modifications which may be obtained from the City or, alternatively, a copy of which is incorporated in the Project Manual and incorporated by reference herein as a part thereof), and to satisfy other requirements, if any, which extend beyond final payment; and
   b. a Certificate of Substantial Completion has been issued by the Architect/City and the project accepted.
2. The City's final payment to the Contractor of retainage shall be made as follows:
   The final two and one half percent (2.5%) of the total Contract Sum retained will not be paid until proof of publication is submitted and all written claims paid in full. Contractor to submit the following:

   a. Contractor's Affidavit of Payment of Debts and Claims (AIA form G706, included in contract documents) with
      i. Contractor's Release or Waiver of Liens
      ii. Releases or Waivers of Liens from Subcontractors and Material and Equipment Suppliers;
   b. Contractor's Affidavit of Release of Liens (AIA form G706A, included in contract documents);
   c. Consent of Surety, if any, to final payment (AIA form G707, included in contract documents);
   d. Any additional close out requirements per the contract documents; and
   e. Notarized Affidavit of Notice of Completion advertisement from publisher.

   Contractor shall provide proof of publication of Notice of Completion in a local newspaper once per week for four (4) consecutive weeks, as required in the Title 39, Section 39-1-1, Subsection (f), of the Code of Alabama quoted below. "The Contractor shall, immediately after the completion of the contract, give notice of Completion by an advertisement in a newspaper of general circulation published within the city or county in which the work has been done, for a period of four (4) consecutive weeks. A final settlement shall not be made upon the contract until the expiration of thirty (30) days after the completion of the notice. Proof of publication of the notice shall be made by the contractor to the authority by whom the

contract was made by affidavit of the publisher and a printed copy of the notice published. If no newspaper is published in the county in which the work is done, the notice may be given by the contract." (Acts 1927, No. 39, 9.37; Acts 1935, No. 39, 9. 70; Code 1940, T. 50, Section 16; Acts 1983, No. 83-737, 9.1203; Acts 1989, No. 89-650m 9. 1284, Section 1; Acts 1994, No. 94-207, p, 270, Section 1; Acts 1997, No. 97-225, p. 348, Section 1.)

3. The Notice of Completion shall read as follows:

STATE OF ALABAMA
COUNTY OF MOBILE
NOTICE OF COMPLETION

In accordance with Chapter I, Title 39, Code of Alabama, 1975, NOTICE IS HEREBY given that Gibson Construction Services, LLC has completed the contract for MPD Mounted Unit – Grand Bay Upgrades – Fencing at 6160 Gaston Loop Road West, Grand Bay, Alabama 36541, Project Number: PD-052a-24. All persons having any claims for labor, material or otherwise in connection with this project should immediately notify the Architectural Engineering Department, City of Mobile, P. O. Box 1827, Mobile, Alabama 36633-1827.

C. Publication of the Notice of Completion shall not begin until the Project has been accepted as Substantially Complete by the City of Mobile.

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

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. The 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. CONTRACTORS INSURANCE

A. Workmen's Compensation Insurance: - Statutory-amount and coverage as required by all applicable laws, rules or regulations of the State of Alabama and the United States of America, including the U. S. Longshore and Harbor Workers Act and the Jones Act, if applicable.

B. Employee's Liability Insurance shall be provided for limits of liability not less than:

Bodily Injury by Accident	$1,000,000 each accident
Bodily Injury by Disease	$1,000,000 each employee
Bodily Injury by Disease	$1,000,000 each policy

C. United States Longshoreman's Harbor Worker's Act.

D. Jones Act Coverage (if applicable) placed either in the Workers Compensation or through the Marine General Liability.

E. The Contractor shall provide Broad Form (commonly termed Comprehensive) General Liability Insurance (including premises-product-completed operations, independent contractors, and blanket contractual liability), specifically covering the obligations assumed by the Contractor for limits of liability not less than:

1.	Bodily Injury	$1,000,000 each person $1,000,000 each occurrence
2.	Property Damage	$1,000,000 each occurrence; or
3.	Bodily Injury and Property Damage	$1,000,000 combined single limit

F. Such comprehensive policy shall include the following:

1. All liability of the Contractor, for the Contractor's Direct Operations.
2. Subcontractor's Operations.
3. Completed Operations Cover, thereby meaning any loss which shall occur after the contract has been completed, but which can be traced back to the Contract.
4. General Aggregate Limit of $2,000,000 shall apply on a "Per Project" Basis.
5. Contractual Liability, meaning thereby; any risk assumed by the Contractor under Hold Harmless Agreements or any other assumption of liability
6. Broad Form Property Damage Coverage, including Completed Operations.
7. Personal Injury Liability, with employee's exclusions removed.
8. Explosion and Collapse Hazard (if applicable):
9. Underground Hazard (if applicable):

10. Marine General Liability shall include Premises and Operations, Personal and Advertising Injury, Products and Completed Operations, Protection and Indemnity including vessel and crew (if applicable).
11. Deletion of watercraft exclusion with respect to non-owned vessels and contractual Liability for watercraft exposure not covered by Protection and Indemnity policy.
12. The Marine General Liability policy must include an endorsement to cover "Sudden And Accidental Pollution."

G. The Contractor shall carry for himself and shall require that all Subcontractors and all City's of Automobiles or trucks rented or hired on the contract carry, until the Contracts is completed, Comprehensive Automobile Liability Coverage for Bodily Injury and property. Damage for any auto in amounts not less than the minimum amounts as indicated. The Contractor and Subcontractor shall also carry for themselves insurance for all non-owned and hired automobile at the limits of liability as indicated below:

1. Bodily Injury	$1,000,000 each person $1,000,000 each occurrence
2. Property damage	$1,000,000 each occurrence; or,
3. Bodily Injury and Property damage	$1,000,000 combined single limit

H. Umbrella/Excess Liability: $2,000,000 combined single limit each occurrence for bodily injury and/or property damage

I. Builder's Risk Coverage (Property Insurance): The Contractor shall carry for the City, himself, and all Subcontractors a Builder's Risk Policy to cover the full amount of the Contract during construction, fabrication or erection of any equipment.

1. The Contractor shall purchase and maintain, in a company or companies lawfully authorized to do business in the jurisdiction in which the Project is located, property insurance written on a builder's risk "all-risk" or equivalent policy form in the amount of the initial Contract Sum, plus value of subsequent Contract Modifications and cost of materials supplied or installed by others, comprising total value for the entire Project at the site on a replacement cost basis. Such property insurance shall be maintained, unless otherwise provided in the Contract Documents or otherwise agreed in writing by all persons and entities who are beneficiaries of such insurance, until final payment has been made, or until no person or entity other than the City has an insurable interest in the property, whichever is later. This insurance shall include interests of the City, the Contractor, Subcontractors, Sub-subcontractors, and the Design Professionals in the Project.

2. Property insurance shall be on an "all-risk" or equivalent policy form and shall include, without limitation, insurance against the perils of fire (with extended coverage) and physical loss or damage including, without duplication of coverage, theft, vandalism, malicious mischief, collapse, windstorm, falsework, testing and startup, temporary buildings and debris removal including demolition occasioned by enforcement of any applicable legal requirements, and shall cover reasonable compensation for Architect's and Contractor's services and expenses required as a result of such insured loss.

3. If the property insurance requires deductibles, the Contractor shall pay costs not covered because of such deductibles. Deductibles shall be limited to a maximum of $2,500.00 unless the loss is caused by windstorm; then deductible shall be a maximum of three percent (3%) of the insured value.

4. This property insurance shall cover the full value of equipment, material, and other portions of the Work stored off the site, and also portions of the Work in transit. There shall be no limits on the value of loss per occurrence.

5. A named storm endorsement is required. The deductible shall be a maximum of three percent (3%) of the insured value.

J. A Surety authorized to do business in the State of Alabama shall furnish the required Insurance.

K. The standard ACORD™ format shall be provided. The ACORD™ Certificate must be signed or countersigned by a Licensed Resident Agent of the State of Alabama and the agent's name, address and telephone number must appear on the face of the certificate.

L. The Surety must have a minimum rating of A/Class VI as reported in the latest issue of Best's Key Rating Guide Property-Casualty, published by Alfred M. Best Company, Inc. if the bid price exceeds $50,000.00.

M. "In Rem" endorsement.

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

The insurance shall be written for not less than limits of liability specified in the Contract Documents or required by law, whichever coverage is greater. Coverages, whether written on an occurrence or claims-made basis, shall be maintained without interruption from the date of commencement of the Work until the date of final payment and termination of any coverage required to be maintained after final payment, and, with respect to the Contractor's completed operations coverage, until the expiration of the period for correction of Work or for such other period for maintenance of completed operations coverage as specified in the Contract Documents.

Certificates of insurance acceptable to the City shall be filed with the City within ten (10) calendar days from date of issuance of contract forms for execution. Contractor shall deliver to the City of Mobile, certificates of insurance certifying the existence and limits of the insurance coverages along with separate policy endorsements. Contractor shall also be responsible for delivering policy renewal certificates to the City of Mobile, and thereafter upon renewal or replacement of each required policy of insurance. These certificates and the insurance policies shall contain a provision that coverages afforded under the policies will not be cancelled subject to non-renewal nor material change, or allowed to expire without at least thirty (30) days' (except ten (10) days from non-payment) prior written notice has been given to the City. An additional certificate evidencing continuation of liability coverage, including coverage for completed operations, shall be submitted with the final Application for Payment and thereafter upon renewal or replacement of such coverage until the expiration of the time. Information concerning reduction of coverage on account of revised limits or claims paid under the General Aggregate, or both, shall be furnished by the Contractor with reasonable promptness.

All policies of insurance, except worker's compensation, shall be endorsed to provide that all such insurances are primary and non-contributing with any other insurance maintained by the City of Mobile and endorsed to waive rights of subrogation in favor of the City of Mobile.

The Contractor shall cause the commercial liability coverage required by the Contract Documents to include (1) the City, the Architect and the Architect's Consultants as additional insureds for claims caused in whole or in part by the Contractor's negligent acts or omissions during the Contractor's operations; and (2) the City as an additional insured for claims caused in whole or in part by the Contractor's negligent acts or omissions during the Contractor's completed operations.

O. The Contractor shall provide bonds as set forth below:

Contractor shall furnish bonds covering faithful performance of the Contract and payment of obligations arising thereunder.

Upon the request of any person or entity appearing to be a potential beneficiary of bonds covering payment of obligations arising under the Contract, the Contractor shall promptly furnish a copy of the bonds or shall authorize a copy to be furnished.

The Labor and Material Payment Bond and the Performance Bond shall each be for one hundred percent (100%) of the Contract Sum.

1. Bond shall be submitted with the executed agreement on provided form(s).

2. Power of Attorney is required for both bonds.

3. A Surety authorized to do business in the State of Alabama shall furnish both bonds.

4. A Surety licensed to do business in the State of Alabama must execute the bonds.

5. The Surety must have a minimum rating of A/Class VI as reported in the latest issue of Best's Key Rating Guide Property-Casualty, published by Alfred M. Best Company, Inc., if the bid price exceeds $50,000.00.

6. The Surety company shall be required to execute AIA Document G-707, "Consent of Surety to Final Payment" prior to Final Payment being made to the Contractor.

VII. RESPONSIBILITIES OF THE CONTRACTOR

A. The personnel assigned by the Contractor to perform the services of this Contract shall comply with the terms set forth in this Contract. The Contractor shall ensure that all key personnel, support personnel, and other agents are fully qualified and capable to perform their assigned tasks. Any change or substitution to the Contractor's key personnel must receive the City's Department Head's written approval before said changes or substitution can become effective.

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

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

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

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

F. 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.

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

VIII. TIME FOR PERFORMANCE

A. Time is of the essence in the performance of this Contract. The Contractor specifically agrees that contract time will begin on the date the Notice to Proceed is issued. Contractor also agrees no work will begin prior to such date. All work to be performed under the provisions of this Contract shall be completed to Substantial Completion in not more than [insert] calendar days and all work shall be completed to Final Acceptance within thirty (30) calendar days from Substantial Completion, or thirty (30) calendar days from delivery to Contractor of a list of items to be completed punch list. Upon Final Completion, Contractor shall deliver Notice of Final Completion via Hard Copy Format and an Electronic Copy Format within (30) calendar days from the competition of services.

IX. ENUMERATION OF DOCUMENTS

A. Standard Form of Agreement Between City and Contractor.
B. General Conditions of the Contract for Construction, including City's then-current modifications, a copy of which is incorporated in the contract documents and incorporated by reference herein as a part thereof.
C. Drawings

Number	Title	Date
A01	Fence Survey Site Plan	2/1/2026
A02	Fence Site Plan Detail	2/1/2026
A03	Fence Details	2/1/2026

D. Specifications

Section	Title
01010	Summary of Work
01210	Allowances
01220	Unit Prices
01230	Alternative Bid Items
01310	Project Management & Co-ordination
01320	Construction Progress Documentation

01330	Submittal Procedures
01440	Pre-Bid Qualifications
01635	Substitution Procedures
01700	Execution Requirements
01710	Close out Procedures
017839	Project Record Documents
017823	Operation and Maintenance Data
06 10 63	Exterior Rough Carpentry
32 31 00	Fences

E. Addenda, if any:

Number	Date
Addenda #1	4/8/2026
Addenda #2	4/10/2026
Addenda #3	4/13/2026

Portions of Addenda relating to bidding or proposal requirements are not part of the Contract Documents unless the bidding or proposal requirements are also enumerated in this Article 9.

F. Other Exhibits:

Exhibit A	Scope of Work
Exhibit B	Project Schedule
Exhibit C	Schedule of Value
Exhibit D	Office of Small Business Development Wavier
Exhibit E	E-Verify
Exhibit F	Performance Labor and Material Bonds
Exhibit G	Certificate of Liability Insurance and Endorsements
Exhibit H	Business License Verification
Exhibit I	Bidding and Project Manual

G. Other Documents:

1. BIDDING AND CONTRACT REQUIREMENTS

a.	Section 00100	Invitation to Bid
b.	Section 00200	Instructions to Bidders - AIA Document A701-2018
c.	Section 00300	Supplementary Instructions to Bidders
d.	Section 00400	Bid Form Accounting of Sales Tax Form C-3A Office of Small Business Development Subcontracting and Major Supplier Plan
e.	Section 00500	Standard Form of Agreement Between City and Contractor For a Stipulated Sum
f.	Section 00600	Bonds, Certificates and Affidavits

Performance Bond
Labor and Material Payment Bond
E-Verify Documentation (Sample)
Application and Certificate for Payment-AIA Document G702 and G703 (with DBE Utilization Report)
Certificate of Substantial Completion-AIA Document G704
Contractor's Affidavit of Payment of Debts and Claims-AIA Document G706
Contractor's Affidavit of Release of Liens-AIA Document G706A
Consent of Surety to Final Payment-AIA Document G707
Request for Taxpayer Identification Number and Certification W9 Tax
Form and City of Mobile Vendor Information Form

g. Section 00700 General Conditions of the Contract for Construction-Document A201

X. LIQUIDATED DAMAGES

A. The parties to this Contract agree that time is of the essence in the work provided for herein and that a precise determination of actual damages which would be incurred by the City for delay in the completion of the work provided for herein, aside from the additional cost of inspection and supervision, would be difficult to ascertain. Accordingly, the parties to the Contract agree that the liquidated damages for those items of damage not otherwise provided for by this Contract, for each and every day that the time consumed in completing the work provided for in these construction documents exceeds the time(s) allowed therefore, shall be the amount(s) stated below per day, including Saturdays, Sundays, and legal holidays. The parties specifically agree that the liquidated damages provided for herein do not constitute a penalty. Furthermore, since the additional cost of inspection and supervision arising from a delay is not difficult to ascertain, it is agreed that the Contractor shall pay, in addition to the liquidated damages provided for herein, all expenses for inspection and supervision occasioned by the failure of the Contractor to complete the work within the time(s) fixed for completion herein. The amount(s) of liquidated damages together with the additional costs for inspection and supervision occasioned by the Contractor's delay will be deducted and retained out of the monies payable to the Contractor. If not so deducted, the Contractor and sureties for the Contractor shall be liable therefore. The amount of liquidated damages to be assessed for each calendar day that Substantial Completion is delayed beyond the required date of Substantial Completion shall be $ 200 per day. The amount of liquidated damages to be assessed for each calendar day that Final Acceptance is delayed beyond the required date of Final Acceptance shall be (25% OF LIQUIDATED DAMAGES) per day.

XI. 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.

XII. OBLIGATIONS OF THE CITY

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

B. City shall furnish to 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, including, but not limited to: 1. Review of all Contractor payment requests for approval or rejection. 2. Periodic reviews of the work of the Contractor as necessary for the completion of the Contractor's services during the period of this Agreement.

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

XIII. 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 pursuant to Section XIV(A) above.

D. The parties may mutually agree to terminate this Contract. Such termination shall be evidenced by a notice issued by the City. The City shall pay to the 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. Contractor shall have one hundred and eighty (180) days to submit invoices. Invoices submitted after one hundred and eighty (180) days may not be accepted for payment.

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

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

XIV. DISPUTE RESOLUTION

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

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

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

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

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

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

XV. CONTRACTOR WARRANTY

A. Contractor shall provide a minimum one (1) years warranty from the date of substantial completion of all Labor and Materials for the Work covered by this contract, unless otherwise specified. Labor

and Material warranties required by other sections of the construction document shall not conflict with this provision. The most stringent warranty provision shall apply

B. Best Management Practices (BMPs): The Contractor shall be responsible for providing, implementing and maintaining BMPs for sediment and erosion control in full compliance with all applicable Local, State and Federal Codes and Ordinances throughout the contract period. All Work shall be in accordance with the Clean Water Act; the Alabama Water Pollution Control Act; the current version of the Alabama Handbook for Erosion Control, Sediment Control Storm water Management on Construction sites and Urban Areas; and the current version of the Mobile, Alabama City Code Chapter 17 Storm water Management and Flood Control. All Wastewater with oils, grease, paint, mortar, etc., shall be properly contained and disposed of.

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

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

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

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

XVI. SUSPENSION/STOP WORK ORDER

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

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

XVII. NOTICES

A. The City of Mobile Authorized Agent, authorized to act on the City's behalf with respect to the Project is Carleen Stout, Director REAM.

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

CITY:
City of Mobile
c/o Director, REAM
As: City's Authorized Agent
P.O Box 1827
Mobile, AL 36633-1827

CONTRACTOR:
Gibson Construction Services, LLC
c/o Michael Gibson
Contractor's Authorized Agent
10330 Ben Hamilton Road
Grand Bay, AL 36541

CITY OF MOBILE – LEGAL:
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 Authorized Agent will be promptly communicated by the party making the change.

XVIII. 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 make payments to subcontractors or suppliers, 6) failure to communicate adequately with the City regarding progress or issues, 7) unauthorized assignment or transfer of the contract without prior written consent from the City, 8) failure to correct deficiencies after receiving written notice from the City, 9) misrepresentation or falsification of information provided in contract proposals or during performance,10) failure to maintain required insurance coverage, 11) use of unapproved subcontractors or failure to supervise subcontractors adequately, 12) unauthorized use of City

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

XIX. 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 materials, equipment, tools, construction equipment, and machinery thereon owned by the Contractor and may finish the Project by whatever method and means City may select subject to its obligation to reasonably mitigate.

XX. 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**.**

XXI. 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.

XXII. EFFECT OF DEFAULT ON FUTURE COMPETITIVE BIDDING

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

XXIII. PEER REVIEW/VALUE ENGINEERING

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

XXIV. 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.

XXV. 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.

XXVI. 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.

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

M. Preparation of Agreement. All provisions of this Agreement have been subject to full and careful review by and negotiation between Contractor and City. Each such party has availed itself of such legal advice and counsel as it, respectively, has deemed appropriate. The parties hereto agree that neither one of them shall be deemed to be the drafter or author of this Agreement, and in the event this Agreement is subject to interpretation or construction by a court of law or panel of arbitration, such court or panel shall not construe this Agreement or any portion hereof against either party as the drafter of this Agreement.

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

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

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

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

R. Attorney's Fees and Costs. If 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.

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

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

[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 last written below.

CONTRACTOR

By: _____

Michael Gibson, as President of Gibson Construction Services, LLC

Date: April 23, 2026

State of Alabama }
County of Mobile }

I, the undersigned Notary Public, in and for said county and state, hereby certify that Michael Gibson whose name as President of Gibson Construction Services, LLC, is signed to the foregoing conveyance, and who is known to me, acknowledged before me on this day that, being informed of the contents of the conveyance, he, as such officer and with full authority, executed the same voluntarily for and as the act of said corporation.

In witness whereof, I hereunto set my hand and official seal on this 23rd day of Apr.1 , 2026

_____
Notary Public
Print Debra Balams
My commission expires: _____

DEBRA BALAMS
MY COMMISSION EXPIRES
SEPTEMBER 23, 2029
NOTARY PUBLIC
STATE OF ALABAMA

(Seal)

REV.11/03/2025

CITY OF MOBILE

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

ATTEST:

_____
City Clerk

MPD Mounted Unit – Grand Bay Upgrades – Fencing
6160 Gaston Loop Road West
Grand Bay, Alabama 36541
Project Number: PD-052a-24

EXHIBIT A: SCOPE OF WORK

The Contractor shall furnish all labor, supervision, materials, equipment, tools, insurance, and incidentals necessary to complete the Work for the MPD Mounted Unit – Grand Bay Upgrades – Fencing Project, located at 6160 Gaston Loop Road West, Grand Bay, Alabama 36541, in strict accordance with the Contract Documents.

The "Contract Documents" include, without limitation, the Agreement, this Exhibit A, the Project Manual (including all specifications and general conditions), drawings, addenda, and any written modifications issued after execution of the Agreement.

The Work generally consists of removal and replacement of existing fencing systems, including associated site preparation, vegetation removal, and installation of new fencing and gates, as more particularly described in the Contract Documents.

This Scope of Work is intended as a summary of the Work. It is not exhaustive and shall not be construed to limit the Contractor's obligations to perform all work reasonably inferable from or required by the Contract Documents, Project Manual, and Drawings. In the event of any conflict, inconsistency, or omission between this Exhibit and the Project Manual, drawings, or other Contract Documents, the Project Manual and drawings shall govern and control.

Summary of Work:

- Base Bid: The Work consists of removing all existing fence, posts, wires, etc., and replacing it with wood fences and gates as specified in the project manual and drawings. This includes removal of all vegetation along the fence line not marked to remain. Any changes to the existing fence layout are noted in drawings and subject to approval by the project manager prior to installation. Coordination of demolition and installation are to be coordinated with the project manager and facility manager to allow adjustments for the livestock.

- Alternate #1: Remove existing fences, posts, wires, etc., and replace them with wood fences and gates as specified in the project manual and drawings noted as Alternate 1. This includes removal of all vegetation along the fence line not marked to remain.

- Alternate #2: Remove existing fences, posts, wires, etc., and replace them with wood fences and gates as specified in the project manual and drawings noted as Alternate 2. This includes removal of all vegetation along the fence line not marked to remain.

- Alternate #3: Remove existing fences, posts, wires, etc., and replace it with wood fences and wire fences as specified in the project manual and drawings noted as Alternate 3. This includes removal of all vegetation along the fence line not marked to remain.

Gaston Loop Police Fence Project

60-Day Construction Schedule

Phase	Activity	Start Day	End Day	Duration (Days)
1	Mobilization & Layout	1	2	2
1	Clearing & Grubbing	3	7	5
2	Fence Removal (Base Bid)	8	18	11
3	Fence Installation (Base Bid)	12	32	21
4	Fence Removal (Alt 1)	20	24	5
4	Fence Installation (Alt 1)	25	38	14
5	Fence Removal (Alt 2)	30	34	5
5	Fence Installation (Alt 2)	35	48	14
6	Fence Removal (Alt 3)	40	42	3
6	Fence Installation (Alt 3)	43	55	13
7	Punch List & Closeout	56	60	5

Exhibit C

CONTINUATION SHEET

AIA DOCUMENT G703

PAGE OF PAGES

AIA Document G702, APPLICATION AND CERTIFICATION FOR PAYMENT, containing Contractor's signed certification is attached.

In tabulations below, amounts are stated to the nearest dollar.

Use Column I on Contracts where variable retainage for line items may apply.

APPLICATION NO:

APPLICATION DATE:

PERIOD TO:

ARCHITECT'S PROJECT NO:

A	B	C	D	E	F	G		H	I
ITEM NO.	DESCRIPTION OF WORK	SCHEDULED VALUE	WORK COMPLETED FROM PREVIOUS APPLICATION (D + E)	WORK COMPLETED THIS PERIOD	MATERIALS PRESENTLY STORED (NOT IN D OR E)	TOTAL COMPLETED AND STORED TO DATE (D+E+F)	% (G ÷ C)	BALANCE TO FINISH (C - G)	RETAINAGE (IF VARIABLE RATE)
	Mobilization	$2,914.62							
	Demolition	$44,326.00						$2,914.62	
	Material	$15,000.00						$44,326.00	
	Fence Installation	$77,446.38						$15,000.00	
	Contingency	$10,000.00						$77,446.38	
								$10,000.00	
	GRAND TOTALS	$149,687.00	$0.00	$0.00		$0.00		$149,687.00	$0.00

Users may obtain validation of this document by requesting of the license a completed AIA Document D401 - Certification of Document's Authenticity

AIA DOCUMENT G703 · CONTINUATION SHEET FOR G702 · 1992 EDITION · AIA · ©1992
THE AMERICAN INSTITUTE OF ARCHITECTS, 1735 NEW YORK AVENUE, N.W. WASHINGTON, D.C. 20006-5232

G703-1992

Exhibit D

City of Mobile

Office of Small Business Development

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 Small Business Development 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 Small Business Development by email at officeofsupplierdiversity@cityofmobile.org.

City of Mobile
Office of Small Business Development

REQUEST FOR WAIVER OF DISADVANTAGED BUSINESS ENTERPRISE (DBE) GOAL

Bid/RFP/P.O./Solicitation/Other# PD-052A-24 Current Date 04 /13 /26

Project Description MPD Mounted Unit - Grand Bay Upgrades - Fencing

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.

This projects consists of removing and replacing fencing at the Grand Bay facility for the Mounted Unit.

Due to the limited scope, trade, and limited sourcing of the work to be completed, it is not possible to include

additional sub-contractors or DBE participation in this project. We had numerous potential bidders with only one copmany being pre-qualified for the project.

Carleen Stout
Requested By (Department Director)

C. Stout
C. Stout (Apr 22, 2026 14:34:52 CDT)
(Signature)

REAM Director
(Title)

(Date)

251-208-7492
Telephone Number

carleen.stout@cityofmobile.gov
Email Address

Archnique Kidd
Reviewed By (Office of Small Business Development)

Archnique Kidd
Archnique Kidd (Apr 22, 2026 15:15:47 CDT)
(Signature)

Small Business Development Manager
(Title)

04/22/2026
(Date)

Approved By (CAO)

MPD Mounted Unit Fence PD-052A-24 Waiver of DBE

Final Audit Report 2026-04-22

Created:	2026-04-22
By:	Dru Bishop (dru.bishop@cityofmobile.gov)
Status:	Signed
Transaction ID:	CBJCHBCAABAAkKgqXJYUiaROxeWMRAPb3dtO376wjwkL

"MPD Mounted Unit Fence PD-052A-24 Waiver of DBE" History

Document created by Dru Bishop (dru.bishop@cityofmobile.gov)
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Exhibit E

Company ID Number: 2423301

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 Gibson Construction Services 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.

Company ID Number: 2423301

Approved by:

Employer	
Gibson Construction Services LLC	
Name (Please Type or Print) Angela R Gibson	**Title**
Signature Electronically Signed	**Date** 04/09/2024
Department of Homeland Security – Verification Division	
Name (Please Type or Print) USCIS Verification Division	**Title**
Signature Electronically Signed	**Date** 04/09/2024

E-VERIFY IS A SERVICE OF DHS AND SSA

Company ID Number: 2423301

Information Required for the E-Verify Program **Information relating to your Company:**	
Company Name	Gibson Construction Services LLC
Company Facility Address	10330 BEN HAMILTON ROAD Grand Bay, AL 36541
Company Alternate Address	
County or Parish	MOBILE
Employer Identification Number	844625971
North American Industry Classification Systems Code	237
Parent Company	
Number of Employees	5 to 9
Number of Sites Verified for	1 site(s)

Are you verifying for more than 1 site? If yes, please provide the number of sites verified for in each State:

AL	1

Company ID Number: 2423301

Information relating to the Program Administrator(s) for your Company on policy questions or operational problems:

Name	Angela R Gibson
Phone Number	2515657273
Fax	
Email	admin@gibsonconstructionllc.com

This list represents the first 20 Program Administrators listed for this company.

Exhibit F

Bond No. B3324619

Document A312™ – 2010

Conforms with The American Institute of Architects AIA Document 312

Performance Bond

CONTRACTOR:
(Name, legal status and address)

Gibson Construction Services, LLC
10330 Ben Hamilton Road
Grand Bay, AL 36541

SURETY:
(Name, legal status and principal place of business)
The Cincinnati Insurance Company
P.O. Box 145496
Cincinnati, OH 45250-5496
Mailing Address for Notices

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

OWNER:
(Name, legal status and address)
City of Mobile
3rd Floor, South Tower
Mobile, AL 36602

CONSTRUCTION CONTRACT
Date:

Amount: $ 149,687.00 One Hundred Forty Nine Thousand Six Hundred Eighty Seven Dollars and 00/100

Description:
(Name and location)
MPD Mounted Unit – Grand Bay Upgrades – Fencing; Project #PD-052A-24

BOND
Date:
(Not earlier than Construction Contract Date)

Amount: $ 149,687.00 One Hundred Forty Nine Thousand Six Hundred Eighty Seven Dollars and 00/100

Modifications to this Bond: ☒ None ☐ See Section 16

CONTRACTOR AS PRINCIPAL
Company: *(Corporate Seal)*
Gibson Construction Services, LLC

Signature: _____
Name and Title: Michael Gibson, Managing Member

SURETY
Company: *(Corporate Seal)*
The Cincinnati Insurance Company

Signature: _____
Name and Title: Charles E. Carper, IV, Attorney-in-Fact

The Cincinnati Insurance Company CORPORATE SEAL OHIO

(Any additional signatures appear on the last page of this Performance Bond.)

(FOR INFORMATION ONLY — Name, address and telephone)

AGENT or BROKER:
Thompson Insurance, Inc.
3300 Gatsby Lane
Montgomery, AL 36106
334-277-8970

OWNER'S REPRESENTATIVE:
(Architect, Engineer or other party:)
Architectural Engineering Department
P O Box 1827
Mobile, Alabama, 36633

S-1852/AS 8/10

§ 1 The Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to the Owner for the performance of the Construction Contract, which is incorporated herein by reference.

§ 2 If the Contractor performs the Construction Contract, the Surety and the Contractor shall have no obligation under this Bond, except when applicable to participate in a conference as provided in Section 3.

§ 3 If there is no Owner Default under the Construction Contract, the Surety's obligation under this Bond shall arise after

.1 the Owner first provides notice to the Contractor and the Surety that the Owner is considering declaring a Contractor Default. Such notice shall indicate whether the Owner is requesting a conference among the Owner, Contractor and Surety to discuss the Contractor's performance. If the Owner does not request a conference, the Surety may, within five (5) business days after receipt of the Owner's notice, request such a conference. If the Surety timely requests a conference, the Owner shall attend. Unless the Owner agrees otherwise, any conference requested under this Section 3.1 shall be held within ten (10) business days of the Surety's receipt of the Owner's notice. If the Owner, the Contractor and the Surety agree, the Contractor shall be allowed a reasonable time to perform the Construction Contract, but such an agreement shall not waive the Owner's right, if any, subsequently to declare a Contractor Default;

.2 the Owner declares a Contractor Default, terminates the Construction Contract and notifies the Surety; and

.3 the Owner has agreed to pay the Balance of the Contract Price in accordance with the terms of the Construction Contract to the Surety or to a contractor selected to perform the Construction Contract.

§ 4 Failure on the part of the Owner to comply with the notice requirement in Section 3.1 shall not constitute a failure to comply with a condition precedent to the Surety's obligations, or release the Surety from its obligations, except to the extent the Surety demonstrates actual prejudice.

§ 5 When the Owner has satisfied the conditions of Section 3, the Surety shall promptly and at the Surety's expense take one of the following actions:

§ 5.1 Arrange for the Contractor, with the consent of the Owner, to perform and complete the Construction Contract;

§ 5.2 Undertake to perform and complete the Construction Contract itself, through its agents or independent contractors;

§ 5.3 Obtain bids or negotiated proposals from qualified contractors acceptable to the Owner for a contract for performance and completion of the Construction Contract, arrange for a contract to be prepared for execution by the Owner and a contractor selected with the Owner's concurrence, to be secured with performance and payment bonds executed by a qualified surety equivalent to the bonds issued on the Construction Contract, and pay to the Owner the amount of damages as described in Section 7 in excess of the Balance of the Contract Price incurred by the Owner as a result of the Contractor Default; or

§ 5.4 Waive its right to perform and complete, arrange for completion, or obtain a new contractor and with reasonable promptness under the circumstances:

.1 After investigation, determine the amount for which it may be liable to the Owner and, as soon as practicable after the amount is determined, make payment to the Owner; or

.2 Deny liability in whole or in part and notify the Owner, citing the reasons for denial.

§ 6 If the Surety does not proceed as provided in Section 5 with reasonable promptness, the Surety shall be deemed to be in default on this Bond seven days after receipt of an additional written notice from the Owner to the Surety demanding that the Surety perform its obligations under this Bond, and the Owner shall be entitled to enforce any remedy available to the Owner. If the Surety proceeds as provided in Section 5.4, and the Owner refuses the payment or the Surety has denied liability, in whole or in part, without further notice the Owner shall be entitled to enforce any remedy available to the Owner.

§ 7 If the Surety elects to act under Section 5.1, 5.2 or 5.3, then the responsibilities of the Surety to the Owner shall not be greater than those of the Contractor under the Construction Contract, and the responsibilities of the Owner to the Surety shall not be greater than those of the Owner under the Construction Contract. Subject to the commitment by the Owner to pay the Balance of the Contract Price, the Surety is obligated, without duplication, for

.1 the responsibilities of the Contractor for correction of defective work and completion of the Construction Contract;
.2 additional legal, design professional and delay costs resulting from the Contractor's Default, and resulting from the actions or failure to act of the Surety under Section 5; and
.3 liquidated damages, or if no liquidated damages are specified in the Construction Contract, actual damages caused by delayed performance or non-performance of the Contractor.

§ 8 If the Surety elects to act under Section 5.1, 5.3 or 5.4, the Surety's liability is limited to the amount of this Bond.

§ 9 The Surety shall not be liable to the Owner or others for obligations of the Contractor that are unrelated to the Construction Contract, and the Balance of the Contract Price shall not be reduced or set off on account of any such unrelated obligations. No right of action shall accrue on this Bond to any person or entity other than the Owner or its heirs, executors, administrators, successors and assigns.

§ 10 The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders and other obligations.

§ 11 Any proceeding, legal or equitable, under this Bond may be instituted in any court of competent jurisdiction in the location in which the work or part of the work is located and shall be instituted within two years after a declaration of Contractor Default or within two years after the Contractor ceased working or within two years after the Surety refuses or fails to perform its obligations under this Bond, whichever occurs first. If the provisions of this Paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.

§ 12 Notice to the Surety, the Owner or the Contractor shall be mailed or delivered to the address shown on the page on which their signature appears.

§ 13 When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

§ 14 Definitions

§ 14.1 Balance of the Contract Price. The total amount payable by the Owner to the Contractor under the Construction Contract after all proper adjustments have been made, including allowance to the Contractor of any amounts received or to be received by the Owner in settlement of insurance or other claims for damages to which the Contractor is entitled, reduced by all valid and proper payments made to or on behalf of the Contractor under the Construction Contract.

§ 14.2 Construction Contract. The agreement between the Owner and Contractor identified on the cover page, including all Contract Documents and changes made to the agreement and the Contract Documents.

§ 14.3 Contractor Default. Failure of the Contractor, which has not been remedied or waived, to perform or otherwise to comply with a material term of the Construction Contract.

§ 14.4 Owner Default. Failure of the Owner, which has not been remedied or waived, to pay the Contractor as required under the Construction Contract or to perform and complete or comply with the other material terms of the Construction Contract.

§ 14.5 Contract Documents. All the documents that comprise the agreement between the Owner and Contractor.

§ 15 If this Bond is issued for an agreement between a Contractor and subcontractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

§ 16 Modifications to this bond are as follows:

(Space is provided below for additional signatures of added parties, other than those appearing on the cover page.)

CONTRACTOR AS PRINCIPAL		SURETY	
Company:	*(Corporate Seal)*	Company:	*(Corporate Seal)*
Signature: _____		Signature: _____	
Name and Title:		Name and Title:	
Address		Address	

S-1852/AS 8/10

THE CINCINNATI INSURANCE COMPANY
THE CINCINNATI CASUALTY COMPANY

Fairfield, Ohio

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That THE CINCINNATI INSURANCE COMPANY and THE CINCINNATI CASUALTY COMPANY, corporations organized under the laws of the State of Ohio, and having their principal offices in the City of Fairfield, Ohio (herein collectively called the "Companies"), do hereby constitute and appoint

George W. Thompson, III; Charles E. Carper, IV; Sabrina Donaldson; James A .Gunn; Kimberly A. Bradley; Robbie D. Duncan and/or Hannah Tomberlin

of Montgomery, Alabama
their true and legal Attorney(s)-in-Fact, each in their separate capacity if more than one is named above, to sign, execute, seal and deliver on behalf of the Companies as Surety, any and all bonds, policies, undertakings or other like instruments, as follows:

Any such obligations in the United States, up to
Fifty Million Dollars and No/100 ($50,000,000.00).

This appointment is made under and by authority of the following resolutions adopted by the Boards of Directors of The Cincinnati Insurance Company and The Cincinnati Casualty Company, which resolutions are now in full force and effect, reading as follows:

RESOLVED, that the President or any Senior Vice President be hereby authorized, and empowered to appoint Attorneys-in-Fact of the Company to execute any and all bonds, policies, undertakings, or other like instruments on behalf of the Corporation, and may authorize any officer or any such Attorney-in-Fact to affix the corporate seal; and may with or without cause modify or revoke any such appointment or authority. Any such writings so executed by such Attorneys-in-Fact shall be binding upon the Company as if they had been duly executed and acknowledged by the regularly elected officers of the Company.

RESOLVED, that the signature of the President or any Senior Vice President and the seal of the Company may be affixed by facsimile on any power of attorney granted, and the signature of the Secretary or Assistant Vice-President and the Seal of the Company may be affixed by facsimile to any certificate of any such power and any such power of certificate bearing such facsimile signature and seal shall be valid and binding on the Company. Any such power so executed and sealed and certified by certificate so executed and sealed shall, with respect to any bond or undertaking to which it is attached, continue to be valid and binding on the Company.

IN WITNESS WHEREOF, the Companies have caused these presents to be sealed with their corporate seals, duly attested by their President or any Senior Vice President this 16th day of March, 2021.

THE CINCINNATI INSURANCE COMPANY
THE CINCINNATI CASUALTY COMPANY

STATE OF OHIO)SS:
COUNTY OF BUTLER)

On this 16th day of March, 2021 before me came the above-named President or Senior Vice President of The Cincinnati Insurance Company and The Cincinnati Casualty Company, to me personally known to be the officer described herein, and acknowledged that the seals affixed to the preceding instrument are the corporate seals of said Companies and the corporate seals and the signature of the officer were duly affixed and subscribed to said instrument by the authority and direction of said corporations.

Keith Collett, Attorney at Law
Notary Public – State of Ohio
My commission has no expiration date.
Section 147.03 O.R.C.

I, the undersigned Secretary or Assistant Vice-President of The Cincinnati Insurance Company and The Cincinnati Casualty Company, hereby certify that the above is the Original Power of Attorney issued by said Companies, and do hereby further certify that the said Power of Attorney is still in full force and effect.

Given under my hand and seal of said Companies at Fairfield, Ohio, this day of

BN-1457 (3/21)

Bond No. B3324619

Document A312™ – 2010

Conforms with The American Institute of Architects AIA Document 312

Payment Bond

CONTRACTOR:
(Name, legal status and address)

Gibson Construction Services, LLC
10330 Ben Hamilton Road
Grand Bay, AL 36541

SURETY:
(Name, legal status and principal place of business)
The Cincinnati Insurance Company
P.O. Box 145496
Cincinnati, OH 45250-5496
Mailing Address for Notices

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

OWNER:
(Name, legal status and address)

City of Mobile
3rd Floor, South Tower
Mobile, AL 36602

CONSTRUCTION CONTRACT
Date:

Amount: $ 149,687.00 One Hundred Forty Nine Thousand Six Hundred Eighty Seven Dollars and 00/100

Description:
(Name and location)
MPD Mounted Unit – Grand Bay Upgrades – Fencing; Project #PD-052A-24

BOND
Date:
(Not earlier than Construction Contract Date)

Amount: $ 149,687.00 One Hundred Forty Nine Thousand Six Hundred Eighty Seven Dollars and 00/100

Modifications to this Bond: [X] None [ ] See Section 18

CONTRACTOR AS PRINCIPAL
Company: *(Corporate Seal)*
Gibson Construction Services, LLC

Signature:
Name and Title: Michael Gibson, Managing Member

SURETY
Company: *(Corporate Seal)*
The Cincinnati Insurance Company

Signature:
Name and Title: Charles E. Carper, IV, Attorney-in-Fact

The Cincinnati Insurance Company CORPORATE SEAL OHIO

(Any additional signatures appear on the last page of this Payment Bond.)

(FOR INFORMATION ONLY — Name, address and telephone)

AGENT or BROKER:
Thompson Insurance, Inc.
3300 Gatsby Lane
Montgomery, AL 36106
334-277-8970

OWNER'S REPRESENTATIVE:
(Architect, Engineer or other party:)

Architectural Engineering Department
P O Box 1827
Mobile, Alabama, 36633

S-2149/AS 8/10

§ 1 The Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to the Owner to pay for labor, materials and equipment furnished for use in the performance of the Construction Contract, which is incorporated herein by reference, subject to the following terms.

§ 2 If the Contractor promptly makes payment of all sums due to Claimants, and defends, indemnifies and holds harmless the Owner from claims, demands, liens or suits by any person or entity seeking payment for labor, materials or equipment furnished for use in the performance of the Construction Contract, then the Surety and the Contractor shall have no obligation under this Bond.

§ 3 If there is no Owner Default under the Construction Contract, the Surety's obligation to the Owner under this Bond shall arise after the Owner has promptly notified the Contractor and the Surety (at the address described in Section 13) of claims, demands, liens or suits against the Owner or the Owner's property by any person or entity seeking payment for labor, materials or equipment furnished for use in the performance of the Construction Contract and tendered defense of such claims, demands, liens or suits to the Contractor and the Surety.

§ 4 When the Owner has satisfied the conditions in Section 3, the Surety shall promptly and at the Surety's expense defend, indemnify and hold harmless the Owner against a duly tendered claim, demand, lien or suit.

§ 5 The Surety's obligations to a Claimant under this Bond shall arise after the following:

§ 5.1 Claimants, who do not have a direct contract with the Contractor,

.1 have furnished a written notice of non-payment to the Contractor, stating with substantial accuracy the amount claimed and the name of the party to whom the materials were, or equipment was, furnished or supplied or for whom the labor was done or performed, within ninety (90) days after having last performed labor or last furnished materials or equipment included in the Claim; and

.2 have sent a Claim to the Surety (at the address described in Section 13).

§ 5.2 Claimants, who are employed by or have a direct contract with the Contractor, have sent a Claim to the Surety (at the address described in Section 13).

§ 6 If a notice of non-payment required by Section 5.1.1 is given by the Owner to the Contractor, that is sufficient to satisfy a Claimant's obligation to furnish a written notice of non-payment under Section 5.1.1.

§ 7 When a Claimant has satisfied the conditions of Sections 5.1 or 5.2, whichever is applicable, the Surety shall promptly and at the Surety's expense take the following actions:

§ 7.1 Send an answer to the Claimant, with a copy to the Owner, within sixty (60) days after receipt of the Claim, stating the amounts that are undisputed and the basis for challenging any amounts that are disputed; and

§ 7.2 Pay or arrange for payment of any undisputed amounts.

§ 7.3 The Surety's failure to discharge its obligations under Section 7.1 or Section 7.2 shall not be deemed to constitute a waiver of defenses the Surety or Contractor may have or acquire as to a Claim, except as to undisputed amounts for which the Surety and Claimant have reached agreement. If, however, the Surety fails to discharge its obligations under Section 7.1 or Section 7.2, the Surety shall indemnify the Claimant for the reasonable attorney's fees the Claimant incurs thereafter to recover any sums found to be due and owing to the Claimant.

§ 8 The Surety's total obligation shall not exceed the amount of this Bond, plus the amount of reasonable attorney's fees provided under Section 7.3, and the amount of this Bond shall be credited for any payments made in good faith by the Surety.

§ 9 Amounts owed by the Owner to the Contractor under the Construction Contract shall be used for the performance of the Construction Contract and to satisfy claims, if any, under any construction performance bond. By the Contractor furnishing and the Owner accepting this Bond, they agree that all funds earned by the Contractor in the performance of the Construction Contract are dedicated to satisfy obligations of the Contractor and Surety under this Bond, subject to the Owner's priority to use the funds for the completion of the work.

§ 10 The Surety shall not be liable to the Owner, Claimants or others for obligations of the Contractor that are unrelated to the Construction Contract. The Owner shall not be liable for the payment of any costs or expenses of any Claimant under this Bond, and shall have under this Bond no obligation to make payments to, or give notice on behalf of, Claimants or otherwise have any obligations to Claimants under this Bond.

§ 11 The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders and other obligations.

§ 12 No suit or action shall be commenced by a Claimant under this Bond other than in a court of competent jurisdiction in the state in which the project that is the subject of the Construction Contract is located or after the expiration of one year from the date (1) on which the Claimant sent a Claim to the Surety pursuant to Section 5.1.2 or 5.2, or (2) on which the last labor or service was performed by anyone or the last materials or equipment were furnished by anyone under the Construction Contract, whichever of (1) or (2) first occurs. If the provisions of this Paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.

§ 13 Notice and Claims to the Surety, the Owner or the Contractor shall be mailed or delivered to the address shown on the page on which their signature appears. Actual receipt of notice or Claims, however accomplished, shall be sufficient compliance as of the date received.

§ 14 When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

§ 15 Upon request by any person or entity appearing to be a potential beneficiary of this Bond, the Contractor and Owner shall promptly furnish a copy of this Bond or shall permit a copy to be made.

§ 16 Definitions

§ 16.1 Claim. A written statement by the Claimant including at a minimum:

.1 the name of the Claimant;
.2 the name of the person for whom the labor was done, or materials or equipment furnished;
.3 a copy of the agreement or purchase order pursuant to which labor, materials or equipment was furnished for use in the performance of the Construction Contract;
.4 a brief description of the labor, materials or equipment furnished;
.5 the date on which the Claimant last performed labor or last furnished materials or equipment for use in the performance of the Construction Contract;
.6 the total amount earned by the Claimant for labor, materials or equipment furnished as of the date of the Claim;
.7 the total amount of previous payments received by the Claimant; and
.8 the total amount due and unpaid to the Claimant for labor, materials or equipment furnished as of the date of the Claim.

§ 16.2 Claimant. An individual or entity having a direct contract with the Contractor or with a subcontractor of the Contractor to furnish labor, materials or equipment for use in the performance of the Construction Contract. The term Claimant also includes any individual or entity that has rightfully asserted a claim under an applicable mechanic's lien or similar statute against the real property upon which the Project is located. The intent of this Bond shall be to include without limitation in the terms "labor, materials or equipment" that part of water, gas, power, light, heat, oil, gasoline, telephone service or rental equipment used in the Construction Contract, architectural and engineering services required for performance of the work of the Contractor and the Contractor's subcontractors, and all other items for which a mechanic's lien may be asserted in the jurisdiction where the labor, materials or equipment were furnished.

§ 16.3 Construction Contract. The agreement between the Owner and Contractor identified on the cover page, including all Contract Documents and all changes made to the agreement and the Contract Documents.

§ 16.4 Owner Default. Failure of the Owner, which has not been remedied or waived, to pay the Contractor as required under the Construction Contract or to perform and complete or comply with the other material terms of the Construction Contract.

§ 16.5 Contract Documents. All the documents that comprise the agreement between the Owner and Contractor.

§ 17 If this Bond is issued for an agreement between a Contractor and subcontractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

§ 18 Modifications to this bond are as follows:

(Space is provided below for additional signatures of added parties, other than those appearing on the cover page.)

CONTRACTOR AS PRINCIPAL		**SURETY**	
Company:	*(Corporate Seal)*	Company:	*(Corporate Seal)*
Signature: _____		Signature: _____	
Name and Title:		Name and Title:	
Address		Address	

S-2149/AS 8/10

THE CINCINNATI INSURANCE COMPANY
THE CINCINNATI CASUALTY COMPANY

Fairfield, Ohio

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That THE CINCINNATI INSURANCE COMPANY and THE CINCINNATI CASUALTY COMPANY, corporations organized under the laws of the State of Ohio, and having their principal offices in the City of Fairfield, Ohio (herein collectively called the "Companies"), do hereby constitute and appoint

George W. Thompson, III; Charles E. Carper, IV; Sabrina Donaldson; James A .Gunn; Kimberly A. Bradley; Robbie D. Duncan and/or Hannah Tomberlin

of Montgomery, Alabama
their true and legal Attorney(s)-in-Fact, each in their separate capacity if more than one is named above, to sign, execute, seal and deliver on behalf of the Companies as Surety, any and all bonds, policies, undertakings or other like instruments, as follows:

Any such obligations in the United States, up to
Fifty Million Dollars and No/100 ($50,000,000.00).

This appointment is made under and by authority of the following resolutions adopted by the Boards of Directors of The Cincinnati Insurance Company and The Cincinnati Casualty Company, which resolutions are now in full force and effect, reading as follows:

RESOLVED, that the President or any Senior Vice President be hereby authorized, and empowered to appoint Attorneys-in-Fact of the Company to execute any and all bonds, policies, undertakings, or other like instruments on behalf of the Corporation, and may authorize any officer or any such Attorney-in-Fact to affix the corporate seal; and may with or without cause modify or revoke any such appointment or authority. Any such writings so executed by such Attorneys-in-Fact shall be binding upon the Company as if they had been duly executed and acknowledged by the regularly elected officers of the Company.

RESOLVED, that the signature of the President or any Senior Vice President and the seal of the Company may be affixed by facsimile on any power of attorney granted, and the signature of the Secretary or Assistant Vice-President and the Seal of the Company may be affixed by facsimile to any certificate of any such power and any such power of certificate bearing such facsimile signature and seal shall be valid and binding on the Company. Any such power so executed and sealed and certified by certificate so executed and sealed shall, with respect to any bond or undertaking to which it is attached, continue to be valid and binding on the Company.

IN WITNESS WHEREOF, the Companies have caused these presents to be sealed with their corporate seals, duly attested by their President or any Senior Vice President this 16th day of March, 2021.

THE CINCINNATI INSURANCE COMPANY
THE CINCINNATI CASUALTY COMPANY

Stephen A. Ventre

STATE OF OHIO)SS:
COUNTY OF BUTLER)

On this 16th day of March, 2021 before me came the above-named President or Senior Vice President of The Cincinnati Insurance Company and The Cincinnati Casualty Company, to me personally known to be the officer described herein, and acknowledged that the seals affixed to the preceding instrument are the corporate seals of said Companies and the corporate seals and the signature of the officer were duly affixed and subscribed to said instrument by the authority and direction of said corporations.

Keith Collett, Attorney at Law
Notary Public – State of Ohio
My commission has no expiration date.
Section 147.03 O.R.C.

I, the undersigned Secretary or Assistant Vice-President of The Cincinnati Insurance Company and The Cincinnati Casualty Company, hereby certify that the above is the Original Power of Attorney Issued by said Companies, and do hereby further certify that the said Power of Attorney is still in full force and effect.

Given under my hand and seal of said Companies at Fairfield, Ohio, this day of

BN-1457 (3/21)

Exhibit G

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 4/22/2026

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).

PRODUCER Thompson Insurance, Inc. PO Box 11408 Montgomery AL 36111 License#: 79250	**CONTACT NAME:** Harrison Hawke/ Karen McDaniel **PHONE (A/C, No, Ext):** 334-277-8970 **FAX (A/C, No):** 334-271-0491 **E-MAIL ADDRESS:** k.mcdaniel@thomins.com
INSURED Gibson Construction Services, LLC 10330 Ben Hamilton Road Grand Bay AL 36541 GIBSCON-01	**INSURER(S) AFFORDING COVERAGE** / **NAIC #** **INSURER A :** AlaCOMP **INSURER B :** Midwest Employers Casualty — 23612 **INSURER C :** Frankenmuth Insurance Co. — 13986 **INSURER D :** **INSURER E :** **INSURER F :**

COVERAGES **CERTIFICATE NUMBER:** 27626217 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
C	X **COMMERCIAL GENERAL LIABILITY** [ ] CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: [ ] POLICY [X] PRO-JECT [ ] LOC [ ] OTHER:	Y	Y	6913417	5/7/2026	5/7/2027	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 $ 1,000,000 $ 5,000 $ 1,000,000 $ 2,000,000 $ 2,000,000 $
C	**AUTOMOBILE LIABILITY** X ANY AUTO [ ] OWNED AUTOS ONLY [ ] SCHEDULED AUTOS X HIRED AUTOS ONLY X NON-OWNED AUTOS ONLY	Y	Y	6913416	5/7/2026	5/7/2027	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 X RETENTION $ 10,000	Y	Y	6913417	5/7/2026	5/7/2027	EACH OCCURRENCE AGGREGATE $	$ 2,000,000 $ 2,000,000 $
B A	**WORKERS COMPENSATION AND EMPLOYERS' LIABILITY** ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N: Y **(Mandatory in NH)** If yes, describe under DESCRIPTION OF OPERATIONS below	N / A	Y	PGAL15500 WC-100-0025839-2025A	1/1/2026 1/1/2026	1/1/2027 1/1/2027	X PER STATUTE [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ 1,000,000 $ 1,000,000 $ 1,000,000
C	Equipment Floater			6913417	5/7/2026	5/7/2027	Leased/Rented Equip	$250,000

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

Project #PD-052A-24. MPD Mounted Unit – Grand Bay Upgrades – Fencing 6160 Gaston Loop Road West Grand Bay, Alabama 36541. Certificate Holder are Additional Insured in regards to the General Liability, Auto Liability and Umbrella Liability as required by written contract. Waiver of subrogation applies in regards to the General Liability, Auto Liability, Umbrella Liability and Workers Compensation as required by written contract. 30 Day Notice of Cancellation applies to General Liability, Auto Liability, Umbrella Liability and Workers Compensation as required written contract.

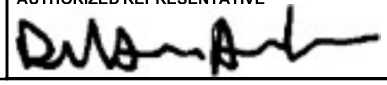
CERTIFICATE HOLDER

City of Mobile
P O Box 1827
Mobile AL 36633-1827
United States

CANCELLATION

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

AUTHORIZED REPRESENTATIVE



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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

CONTRACTORS LIABILITY PREMIER

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SECTION 1 - ADDITIONAL INSURED COVERAGES

This endorsement is subject to the provisions applying to the Commercial General Liability Coverage form, except as described below.

A. **Section II – Who Is An Insured** is amended to include any person(s) or organization(s) when you and such person(s) or organization(s) have agreed in a written contract or written agreement that such person(s) or organization(s) be added as an additional insured on your policy provided that the written contract or written agreement is:

1. Executed in writing before the beginning of the policy period or during the policy period and
2. Prior to an “occurrence” or offense which this insurance applies.

B. The insurance provided to such additional insured only applies to the extent permitted by law and the insurance afforded to such additional insured will not be broader than that which you are required by the written contract or written agreement to provide for such additional insured.

C. This insurance only applies if the person or organization is not specifically named as an additional insured under any other provision or endorsement of this policy.

D. Any insurance provided to any additional insured does not apply to “bodily injury”, “property damage”, or “personal and advertising injury” arising out of their sole negligence or willful misconduct or that of their agents, “employees”, or any other representative of the additional insured.

E. With respect to the insurance provided to these additional insureds, the following is added to **Section III – Limits of Insurance**:

The most we will pay on behalf of the additional insured is

1. The amount of insurance required by the contract or agreement; or
2. Available under the applicable Limit of Insurance shown in the Declarations; whichever is less.

This coverage does not increase the applicable Limits of Insurance shown in the Declarations.

F. The insurance coverage provided by this endorsement is limited to:

1. **Broad Form Vendors**
   a. Any vendor, but only with respect to "bodily injury" or "property damage" arising out of "your products" which are distributed or sold in the regular course of the vendor's business, subject to the following additional exclusions:
      i. "Bodily injury" or "property damage" for which the vendor is obligated to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages that the vendor would have in the absence of the contract or agreement;
      ii. Any express warranty unauthorized by you;
      iii. Any physical or chemical change in the product made intentionally by the vendor;
      iv. Repackaging, unless unpacked solely for the purpose of inspection, demonstration, testing, or the substitution of parts under instruction from the manufacturer, and then repackaged in the original container;
      v. Any failure to make such inspection, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business in connection with the sale of the product;
      vi. Demonstration, installation, servicing or repair operations, except such operations performed as part of the initial set up at the vendor's premises in connection with the sale of the product;

vii. Products which, after distribution or sale by you, have been labeled or relabeled or used as a container, part or ingredient in anything or substance by or for the vendor.

viii. "Bodily injury" or "property damage" arising out of the sole negligence of the vendor for its own acts or omissions or those of its employees or anyone else acting on its behalf. However, this exclusion does not apply to the exceptions contained in subparagraphs iv or vi; or such inspections, adjustments, test or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products.

ix. This insurance does not apply to any insured person or organization, from whom you have acquired such products, or any ingredient, part or container, entering into, accompanying or containing such products.

2. Any individuals or entities that have **Controlling Interest** in your business, but only with respect to their liability arising out of:

   a. Their financial control of you; or

   b. Premises they own, maintain or control while you lease or occupy these premises. This insurance does not apply to structural alterations, new construction and demolition operations by or for that person or organization.

3. Any **Co-owners Of Insured** Premises but only with respect to their liability as co-owner of the premises insured by this policy.

4. Any **Grantor Of Franchise** but only with respect to their liability as grantor of franchise to you.

5. Any **Grantor Of Licenses** but only with respect to their liability as grantor of licenses to you. Their status as additional insured ends when:

   a. The license granted to you by such person(s) or organization(s) expires; or

   b. Your license is terminated or revoked by such person(s) or organization(s) prior to the expiration of the license as stipulated by the contract or agreement.

6. **Owners Or Other Interests From Whom Land Has Been Leased** but only with respect to liability arising out of the ownership, maintenance or use of that part of the land leased to you.

   However, this insurance does not apply to:

   a. any “occurrence” which takes place after you cease to lease that land.

   b. any structural alterations, new construction or demolition operations performed for, by or on behalf of the additional insured.

7. Any **Lessor Of Leased Equipment** is any person(s) or organization(s) from whom you lease equipment. Such person(s) or organization(s) is an insured only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your maintenance, operation or use of equipment leased to you by such person(s) or organization(s).

   A person's or organization's status as an additional insured under this endorsement ends when their contract or agreement with you for such leased equipment ends. With respect to the insurance afforded to these additional insureds, this insurance does not apply to any "occurrence" which takes place after the equipment lease expires.

8. **Manager Or Lessors Of Premises**, but only with respect to liability arising out of the ownership, maintenance or use of that part of the premises leased to you.

   This insurance does not apply to:

   a. any "occurrence" which takes place after you cease to be a tenant in that premises, or

   b. for structural alterations, new construction or demolition operations performed by or on behalf of the person(s) or organization(s).

9. **Mortgagee, Assignee Or Receiver** but only with respect to their liability as mortgagee, assignee, or receiver and arising out of the ownership, maintenance or use of the premises by you.

   This insurance does not apply to structural alterations, new construction and demolition operations performed by or for the additional insured.

10. **State Or Governmental Agency Or Subdivision Or Political Subdivision** however this insurance applies only with respect to operations performed by you or on your behalf for which the state or governmental agency or subdivision has issued a permit or authorization. This insurance does not apply to “bodily injury”, “property damage”, or “personal and advertising” arising out of operations performed for the federal government, state or municipality; or “bodily injury” or “property damage” included within the product-completed operations hazard”.

11. **Architect, Engineer Or Surveyor Engaged By You** but only with respect to liability for “bodily injury”, “property damage” or “personal and advertising injury” caused by, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf in connection with your premises or in the performance of your ongoing operations.

    This insurance does not apply to “bodily injury”, “property damage” arising out of the rendering or the failure to render any professional services by or for you; including:

    a. The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or

    b. Supervisory, inspection, architectural or engineering activities.

    This exclusion applies even if the claims against the insured allege negligence or other wrongdoing in the supervision, hiring, employment training, or monitoring of others by this additional insured, if the “occurrence” which caused the “bodily injury” or “property damage’ involved the rendering or the failure to render any professional services by or for you.

12. **Architect, Engineer Or Surveyor Not Engaged By You** but only with respect to liability for “bodily injury”, “property damage” or “personal and advertising injury” caused by, in whole or in part, by

    a. your acts or omissions; or

    b. the acts or omissions of those acting on your behalf in the performance of your ongoing operations performed by you or on your behalf. Such architects, engineers or surveyors, while not engaged by you, are contractually required to be added as an additional insured to your policy.

    With respect to the insurance afforded to these additional insureds, the following exclusion applies:

    i. This insurance does not apply to “bodily injury”, “property damage” or “personal and advertising injury” arising out of the rendering of or the failure to render any professional services, including:

        (1) The preparing, approving, or failing to prepare or approve, maps, drawings, opinions, reports, surveys, change orders, designs or specifications; or

        (2) Supervisory, inspection or engineering services.

        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 services.

13. **Concessionaires** trading under your name, but only with respect to their liability as a concessionaire trading under your name.

14. **Owners, Lessees or Contractors – Automatic Status When Required In Construction Agreement Including Other Parties and Products-Completed Operations**

    a. Any person or organization for whom you are performing operations or have performed operations. Such person or organization is an additional insured only with respect to liability for “bodily injury”, “property damage”, or “personal and advertising injury”

    b. Any other person or organization you are required to add as an additional insured under the contract or agreement described in Paragraph a. above.

c. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to:

i. "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, approval, 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 offence which caused the "personal and advertising injury", involved the rendering or failure to render any professional architectural, engineering, or surveying services.

G. **Primary and Noncontributory Insurance**

The following is added to the **Other Insurance Condition** and supersedes any provision to the contrary:

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 you have agreed in writing in a contract or agreement that this insurance would be primary; and
2. would not seek contribution from any other insurance available to the additional insured.

H. **Waiver Of Transfer Of Rights Of Recovery Against Others To Us**

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 any person or organization, because of any payment we make under this Coverage Part, to whom the insured has agreement. Such waiver by us applies only to the extent that the insured has waived its right of recovery against such person or organization prior to loss.

SECTION 2 - COVERAGE EXTENSIONS

This endorsement is subject to the provisions applying to the Commercial General Liability Coverage Form, except as described below.

A. **BODILY INJURY – EXPANDED DEFINITION ENDORSEMENT**

Under **Section V – Definitions**, the definition of bodily injury is replaced by the following:

Bodily injury means physical injury, sickness or disease sustained by a person, including death, humiliation, shock, mental anguish or mental injury sustained by that person at any time which results as a consequence of the physical injury, sickness or disease.

B. **PERSONAL AND ADVERTISING INJURY – BROADENED**

1. Paragraph 14.b. of **Section V -- Definitions** is replaced by the following:

c. Malicious prosecution or abuse of process

2. Definition 14 of **Section V -- Definitions** is amended by the addition of the following:

h. Wrongful discrimination or humiliation that results in injury to the feelings or reputation of a natural person, but only if such discrimination or humiliation is:

(1) Not the result of acts, policy or procedures, or omissions of:

a) The insured;

b) Any executive officer, director, stockholder, partner or member of the insured; or

c) anyone acting at the direction of anyone listed in (a) and (b) above done with the intent or the reasonable expectation that such acts or omissions will result in wrongful discrimination or humiliation to another person; and

(2) Not directly or indirectly related to employment related practices, or the prospective employment or termination of employment or demotion of any personal or person(s) by an insured.

(3) Not arising out of any “advertisement” by you.

3. Paragraphs 1. and 2. above do not apply if **Coverage B. Personal and Advertising Injury Liability** is excluded either by the provision of the Commercial General Liability Coverage form or by endorsement.

C. **AMENDMENT - AGGREGATE LIMITS OF INSURANCE**

The General Aggregate Limit under **Section III – Limits Of Insurance** applies separately to each of your:

1. Projects away from premises owned by or rented to you; and
2. "Locations" owned by or rented to you.

"Location" means premises involving the same or connecting lots, or premises whose connection is interrupted only by a street, roadway, waterway or right-of-way of a railroad.

D. **BORROWED EQUIPMENT**

1. Exclusion j. Damage to Property of **Section I – Coverage A Bodily Injury And Property Damage Liability** is amended as follows:

Paragraph (4) of this exclusion does not apply to "property damage" to borrowed equipment while not being used to perform operations at the job site for damage by aircraft; civil commotion; explosion; falling objects; fire; hail; leakage from fire extinguishing equipment; lightning; riot; sinkhole collapse; smoke; sonic boom; vandalism; vehicles; volcanic action; water damage; weight of ice, snow or sleet; and windstorm.

2. This insurance is excess over any other valid and collectible property insurance (including any deductible portion thereof) available to the insured whether primary, excess, contingent or on any other basis.

E. **DUTIES IN THE EVENT OF OCCURRENCE, CLAIM OR SUIT**

Section IV – Commercial General Liability Conditions is amended by the following:

1. The requirement in condition 2.a. of that you must see to it that we are notified of an “occurrence” applies only when the “occurrence” is known to:
   a. You, if you are an individual;
   b. A partner, if you are a partnership; or
   c. An executive officer or insurance manager if you are a corporation.
2. The requirement in condition 2.b. that you must see to it that we receive notice of a claim or “suit” will not be considered breached unless the breach occurs after such claim or “suit” is know to:
   a. You, if you are an individual;
   b. A partner, if you are a partnership; or
   c. An executive officer or insurance manager if you are a corporation.

F. **UNINTENTIONAL FAILURE TO DISCLOSE HAZARDS**

The following is added to **Section IV – Commercial General Liability Conditions** paragraph 6. Representations:

If you unintentionally fail to disclose any hazards existing at the inception date of your policy, we will not deny coverage under the Coverage Form solely because of such failure. However, this provision does not affect our right to collect additional premium or exercise our right of cancellation or non-renewal.

This provision does not apply to any known injury or damage which is excluded under any other provision of this policy.

G. **DAMAGE TO PREMISES RENTED TO YOU - EXPANDED COVERAGE**

1. The last paragraph of Paragraph 2., Exclusions of **Section I – Coverage A – Bodily Injury And Property Damage Liability** is replaced by the following:

   Exclusions c. through n. do not apply to damage by fire, lightning, explosion, smoke or subsequent damages resulting from such fire, lightning, explosion, smoke or leakage from fire protective systems to premises rented to you or temporarily occupied by you with permission of the owner. The insurance provided by this paragraph is subject to the Limit displayed in the Declarations. This limit will apply to all damage proximately caused by the same event, whether such damage results from fire, lightning, explosion, smoke or leakage from fire protective systems or any combination of the five.

2. The word fire is changed to fire, lightning, explosion, smoke and leakage from fire protective systems where it appears in:

   a. the Limits of Insurance section of the declarations of the Commercial General Liability Coverage form; and

   b. Paragraph 6. of **Section III - Limits of Insurance**; and

   c. The Damage to Premises Rented to You limit in paragraph 6. of **Section III - Limits of Insurance** is replaced by a new Damage to Premises Rented to You and Fire, Lightning, Explosion, Smoke and Leakage from Fire Protective Systems Damage Limit, which will be subject to all of the terms of **Section III - Limits of Insurance**.

3. This new Damage Limit is amount shown in the Declarations for the Damage to Premises Rented to You Limit and is the most we will pay, subject to paragraph 5 of **Section III Limits of Insurance, under Coverage A** for damages because of "property damage" to any one premises, while rented to you or, in the case of damage by fire, lightning, explosion, smoke and leakage from fire protective systems, while rented to you or temporarily occupied by you with permission of the owner.

4. Paragraph 9.a. of the definition of "insured contract" in **Section V – Definitions** is replaced by the following:

   a. A contract for a lease of premises. However, that portion of the contract for a lease of premises that indemnifies any person or organization for damage by fire, lightning, explosion, smoke and leakage from fire protective systems or subsequent damages resulting from such fire, lightning, explosion, smoke and leakage from fire protective systems while rented to you or temporarily occupied by you with permission of the owner is not an "insured contract".

5. This provision G. does not apply if Damage to Premises Rented To You is excluded either by provisions of the Commercial General Liability Coverage Form or by endorsement.

H. **HEALTH CARE SERVICES**

1. The definition of "bodily injury" in **Section V - Definitions** is amended to include injury arising out of the rendering or failure to render medical or paramedical services to persons by any physician, dentist, nurse, emergency medical technician or paramedic who is employed by you to provide such services.

2. **Section II - Who Is An Insured**, paragraph 2.a.(1)(d) does not apply to nurses, emergency medical technicians or paramedics referred to in a. above.

3. **Section I – Coverage A Bodily Injury and Property Damage Liability** Exclusion e. Employer's Liability Paragraph (1) does not apply to injury to the emotions or reputation of a person arising out of the rendering of such services.

4. Health Care Services coverage does not apply if you are engaged in the business or occupation of providing any of the services referred to in 1. above.

I. **MEDICAL PAYMENTS**

1. In paragraph a.(3)(b) of the Insuring Agreement of **Coverage C – Medical Payments (Section I – Coverage)**, one year is changed to three years.

2. Paragraph 2.a., Exclusions, of Coverage C (Section I) is replaced by the following:

   We will not pay expenses for "bodily injury":

   a. To any insured, except volunteer workers who are not paid a fee, salary or other compensation.

3. The Medical Expense Limit in paragraph 7. of **Section III – Limits of Insurance** is replaced by a new Medical Expense Limit, which will be subject to all the terms of **Section III – Limits of Insurance**. The new Medical Expense Limit is an additional $10,000 in excess of Medical Expense Limit provided by the Coverage Part.
4. This provision I. does not apply if Coverage C. Medial Payments is excluded either by the provisions of the Commercial General Liability Coverage Form or by endorsement.

J. **MOBILE EQUIPMENT**

Under the **Section V - Definitions**, Paragraph f.(1)(a), (b) and (c) of Mobile Equipment does not apply to self-propelled vehicles of less than 1,000 pounds gross vehicle weight.

K. **NEWLY FORMED OR ACQUIRED ORGANIZATION**

1. In paragraph 3.a. of **Section II -- Who Is An Insured**, 90th day is changed to 180th day.
2. This provision does not apply if coverage for newly formed or acquired organizations is excluded either by the provision of the Commercial General Liability Coverage Form or by an applicable endorsement.

L. **EXTENDED NON-OWNED WATERCRAFT**

Paragraph (2) of Exclusion g. of **Section I – Coverage A Bodily Injury And Property Damage Liability** is deleted and replaced with the following:

A watercraft you do not own that is less than 76 feet long and not being used by you to carry persons or property for a charge.

M. **SUPPLEMENTARY PAYMENTS**

In the Supplementary Payments – Coverages A and B provision:

1. The limit for cost of bail bonds is increased from $250 to $5,000.
2. The limit for loss of earnings is increased from $250 a day to $1,000 a day.

N. **LIBERALIZATION PROVISION**

The following condition is added to **Section IV – Commercial General Liability Conditions**:

If we adopt any revision that would broaden the coverage under this policy without additional premium within 45 days prior to or during the policy period, the broadened coverage will apply immediately to this policy.

O. **EXTENDED CONTRACTUAL LIABILITY – RAILROAD PROPERTY**

Paragraph 9.f.(1) of **Section V – Definitions**, is deleted in its entirety, expanding indemnification of railroads.

P. **EXTENDED PROPERTY DAMAGE TO ALIENATED PREMISES**

Exclusion j.(2) Damage to Property of **Section I – Coverage A Bodily Injury And Property Damage Liability** is replaced with the following:

Premises you sell, give away or abandon, if the "property damage" arises out of any part of those premises and occurred from hazards that were known by you, or should have reasonably been known by you, at the time the property was transferred or abandoned.

Q. **EXPANDED DEFINITION OF POLLUTANTS**

1. Paragraph 15 of **Section V – Definitions**, is replaced with the following:

   "Pollutants" means any solid, liquid, gaseous or thermal irritant or contaminant, including smoke, vapor, soot, fumes, acids, alkalis, chemicals and waste. Waste includes material to be recycled, reconditioned or reclaimed.

   However, carbon monoxide, soot, smoke or other gaseous by-products or particulate directly from incomplete combustion or inadequate ventilation present within a building or structure directly arising from the use and/or operation on any on-premises equipment and/or machinery, including, but not limited to a fireplace, heating ventilation air conditioning, laundry, water heating, and food preparation equipment and/or machinery, constructed, installed or serviced by "you" or on "your" behalf shall not be deemed a "pollutant".
2. The expanded definition of pollutants does not apply if the Total Pollution Exclusion Endorsement is attached to this policy.

SECTION 3 - ADDITIONAL COVERAGES

A. ELECTRONIC DATA LIABILITY

1. Exclusion 2.p. of **Coverage A – Bodily Injury And Property Damage Liability** in Section 1 – Coverages is replaced by the following:

   2. Exclusions

   This insurance does not apply to:

   p. Access or Disclosure of Confidential or Personal Information and Data-related Liability Damages arising out of:

      (1) Any access to or disclosure of any person's or organization's confidential or personal information, including patents, trade secrets, processing methods, customer lists, financial information, credit card information, health information or any other type of nonpublic information; or

      (2) The loss of, loss of use of, damage to, corruption of, inability to access, or inability to manipulate "electronic data" that does not result from physical injury to tangible property.

   This exclusion applies even if damages are claimed for notification costs, credit monitoring expenses, forensic expenses, public relations expenses or any other loss, cost or expense incurred by you or others arising out of that which is described in Paragraph (1) or (2) above.

   However, unless Paragraph (1) above applies, this exclusion does not apply to damages because of "bodily injury".

2. The following is added to Exclusion 2.p. of Coverage A – Bodily injury And Property Damage Liability in Section 1 – Coverage:

   2. Exclusions

   This insurance does not apply to:

   Access Or Disclosure Of Confidential Or Personal Information

   "Personal and advertising injury" arising out of any access to or disclosure of any person's or organization's confidential or personal information, including patents, trade secrets, processing methods, customer lists, financial information, credit card information, health information or any other type of nonpublic information.

   This exclusion applies even if damages are claimed for notification costs, credit monitoring expenses, forensic expenses, public relations expenses or any other loss, cost or expense incurred by you or others arising out of any access to or disclosure of any person's or organization's confidential or personal information.

3. The following is added to **Section III – Limits Of Insurance**:

   The most we will pay for the sum of all damages covered under the Loss of Electronic Data Liability is displayed in the Schedule of this endorsement. The Annual Aggregate Limit starts with the beginning of the policy period shown in the Declarations. This coverage is excess if there is any other Electronic Data Liability attached to this policy by endorsement.

4. The following definition is added to **Section V - Definitions**:

   "Electronic data" means information, facts or programs stored as or on, created or used on, or transmitted to or from computer software, including systems and applications software, hard or floppy disks, CD-ROMs, tapes, drives, cells, data processing devices or any other media which are used with electronically controlled equipment.

5. For the purposes of the coverage provided by this endorsement, Definition 17. in S**ection V – Definitions** Section is replaced by the following:

   "Property damage" means:

   a. Physical injury to tangible property, including all resulting loss of use of that property. All such loss of use shall be deemed to occur at the time of the physical injury that caused it;

   b. Loss of use of tangible property that is not physically injured. All such loss of use shall be deemed to occur at the time of the "occurrence" that caused it; or

   c. Loss of, loss of use of, damage to, corruption of, inability to access, or inability to properly manipulate "electronic data", resulting from physical injury to tangible property. All such loss of "electronic data" shall be deemed to occur at the time of the "occurrence" that caused it.

      For the purposes of this coverage, "electronic data" is tangible property.

B. LIMITED COVERAGE FOR DESIGNATED UNMANNED AIRCRAFT

1. Exclusion 2.g. Aircraft, Auto Or Watercraft under **Section I - Coverage A - Bodily Injury And Property Damage Liability** is replaced by the following:

   This insurance does not apply to:

   g. Aircraft, Auto or Watercraft

      (1) Unmanned Aircraft

      "Bodily injury" or "property damage" arising out of the ownership, maintenance, use or entrustment to others of any aircraft that is an "unmanned aircraft". Use includes operation and "loading or unloading".

      This Paragraph g.(1) 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" involved the ownership, maintenance, use or entrustment to others of any aircraft that is an "unmanned aircraft".

      This Paragraph g.(1) does not apply to "unmanned aircraft" described in the Schedule, but only with respect to the operation(s) described in the Schedule.

      (2) Aircraft (Other Than Unmanned Aircraft), Auto Or Watercraft

      "Bodily injury" or "property damage" arising out of the ownership, maintenance, use or entrustment to others of any aircraft (other than "unmanned aircraft"), "auto" or watercraft owned or operated by or rented or loaned to any insured. Use includes operation and "loading or unloading".

      This Paragraph g.(2) 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" involved the ownership, maintenance, use or entrustment to others of any aircraft (other than "unmanned aircraft"), "auto" or watercraft that is owned or operated by or rented or loaned to any insured.

      This Paragraph g.(2) does not apply to:

      (a) A watercraft while ashore on premises you own or rent;

      (b) A watercraft you do not own that is:

         (i) Less than 26 feet long; and

         (ii) Not being used to carry persons or property for a charge;

      (c) Parking an "auto" on, or on the ways next to, premises you own or rent, provided the "auto" is not owned by or rented or loaned to you or the insured;

      (d) Liability assumed under any "insured contract" for the ownership, maintenance or use of aircraft or watercraft; or

      (e) "Bodily injury" or "property damage" arising out of:

         (i) The operation of machinery or equipment that is attached to, or part of, a land vehicle that would qualify under the definition of "mobile equipment" if it were not subject to a compulsory or financial responsibility law or other motor vehicle insurance law where it is licensed or principally garaged; or

         (ii) The operation of any of the machinery or equipment listed in Paragraph f.(2) or f.(3) of the definition of "mobile equipment".

2. The following is added to the **Section III – Limits of Insurance**:

   The most we will pay for the sum of all “bodily injury” and “property damage” damages covered under the Limited Coverage for Designated Unmanned Aircraft is displayed in the Schedule of this endorsement. The Annual Aggregate Limit starts with the beginning of the policy period shown in the Declarations.

3. The following definition is added to **Section V - Definitions**:

   "Unmanned aircraft" means an aircraft that is not:

   a. Designed;

   b. Manufactured; or

   c. Modified after manufacture;

   to be controlled directly by a person from within or on the aircraft.

C. VOLUNTARY PROPERTY DAMAGE EXPENSE COVERAGE

1. **Insuring Agreement**

   a. We will reimburse you for "property damage" claims directly arising from "your work" for a "client".

      The amount of such reimbursement is limited as described in the Limits Of Insurance section. No other obligation or liability to pay sums or perform acts or services is covered.

   b. This insurance applies only if:

      (1) "Your work" was performed by you or an "employee" and was done with the express knowledge of the insured;

      (2) "Your work" was performed during the policy period;

      (3) You reasonably determine, and “we” agree, that payment in the amount of the "property damage" to the "client" for "your work" is necessary;

      (4) You have received a notarized notification of a demand for remuneration from the "client" by mail within 90 days after the work was performed.

   c. This insurance only applies to “property damage” while “your work” is being performed.

   d. We shall have no duty nor obligation to defend the insured or perform acts or services.

2. **Exclusions**

   This insurance does not apply to:

   a. "Your work" performed at any location owned by, rented or leased to the insured;

   b. Work performed by a subcontractor; or

   c. Property damage (other than “your work”) excluded under Bodily Injury And Property Damage Liability in the Coverages section.

3. The following is added to the **Section III – Limits of Insurance:**

   The most we will reimburse you for the sum of all damages covered under the Voluntary Property Damage Expense Coverage because of "your work" is displayed in the Schedule of this endorsement. The Annual Aggregate Limit starts with the beginning of the policy period shown in the Declarations. This coverage is excess if there is any other Voluntary Property Damage Expense Coverage attached to this policy by endorsement.

4. The following condition replaces the **Duties In The Event Of Occurrence, Offense, Claim Or Suit Condition (Section IV – Commercial General Liability Conditions)** for the Voluntary Property Damage Expense Coverage:

   You must notify us as soon as possible of the notification from your "client" of a demand for remuneration for "property damage" resulting from "your work". The notice should include:

   a. A notarized letter from the "client" of the work deemed necessary to be changed;

   b. The names and addresses of the affected "clients"

   c. A written description by you of how, when and where the event occurred; and

   d. A cancelled check or money order written to the "client".

   “You” must submit to examination under oath in matters connected with the loss as often as “we” reasonably request and give “us” sworn statements of the answers. If more than one person is examined, “we” have the right to examine and receive statements separately and not in the presences of others.

   At our request, give us complete inventories of the damaged and undamaged property. Include quantities, costs, values and amount of the loss claimed. You are required to cooperate with us in the review of the reimbursement.

5. **Definition:** "Client" means an individual, company or organization with whom you have a written contract or work order for your services for a described premise and have billed for your service.

D. LIMITED PRODUCT WITHDRAWAL EXPENSE COVERAGE

This coverage is subject to the provisions applying to the Commercial General Liability Coverage Form, except as provided below.

1. **Insuring Agreement**

   a. We will reimburse you for "product withdrawal expenses" incurred by you because of a "product withdrawal" to which this insurance applies.

      The amount of such reimbursement is limited as described in paragraph 3. Limit Of Insurance. No other obligation or liability to pay sums or perform acts or services is covered.

   b. This insurance applies to a "product withdrawal" only if the "product withdrawal" is initiated in the “coverage territory" during the policy period because:

      i. You determine that the "product withdrawal" is necessary; or

      ii. An authorized government entity has ordered you to conduct a "product withdrawal".

   c. We will reimburse "product withdrawal expenses" only if:

      i. The expenses are incurred within one year of the date the "product withdrawal" was initiated;

      ii. The expenses are reported to us within one year of the date the expenses were incurred.

   d. The initiation of a "product withdrawal" will be deemed to have been made only at the earliest of the following times:

      i. When you first announced, in any manner, to the general public, your vendors or to your employees (other than those employees directly involved in making the determination) your decision to conduct or participate in a "product withdrawal". This applies regardless of whether the determination to conduct a "product withdrawal" is made by you or is requested by a third party; or

      ii. When you first received, either orally or in writing, notification of an order from an authorized government entity to conduct a "product withdrawal".

   e. "Product withdrawal expenses" incurred to withdraw "your products" which contain the same or substantially similar "defects" will be deemed to have arisen out of the same "product withdrawal".

   f. With respect to products of which "your product" is a component part, we will only reimburse you the amount to replace, repair or repurchase "your product".

2. **Exclusions**

   This insurance does not apply to "product withdrawal expenses" arising out of:

   a. **Breach Of Warranty And Failure To Conform To Intended Purpose**

      Any "product withdrawal" initiated due to the failure of "your products" to accomplish their intended purpose, including any breach of warranty of fitness, whether written or implied. This exclusion does not apply if such failure has caused or is reasonably expected to cause "bodily injury" or physical damage to tangible property other than "your product".

   b. **Infringement Of Copyright, Patent, Trade Secret, Trade Dress Or Trademark**

      Any "product withdrawal" initiated due to copyright, patent, trade secret, trade dress or trademark infringements.

   c. **Deterioration, Decomposition Or Chemical Transformation**

      Any "product withdrawal" initiated due to the transformation of a chemical nature, deterioration or decomposition of "your product". This exclusion does not apply if it is caused by:

      i. An error in manufacturing, design, or processing;

      ii. Transportation of "your product"; or

      iii. "Product tampering".

   d. **Goodwill, Market Share, Revenue, Profit Or Redesign**

      The costs of regaining goodwill, market share, revenue or "profit" or the costs of redesigning "your product".

   e. **Expiration Of Shelf Life**

      Any "product withdrawal" initiated due to expiration of the designated shelf life of "your product".

f. **Known Defect**

A "product withdrawal" initiated due to a "defect" in "your product" known to exist by the Named Insured or the Named Insured's "executive officers", prior to the date when this Limited Product Withdrawal Expense Coverage was first issued to you or prior to the time "your product" leaves your control or possession.

g. **Governmental Ban**

A recall when "your product" or a component contained within "your product" has been:

i. Banned from the market by an authorized government entity prior to the policy period; or

ii. Distributed or sold by you subsequent to any governmental ban.

h. **Defense Of Claim**

The defense of a claim or "suit" against you for liability arising out of a "product withdrawal".

i. **Third-party Damages, Fines And Penalties**

Any compensatory damages, fines, penalties, punitive or exemplary or other non-compensatory damages imposed upon the insured.

j. **Pollution-related Expenses**

Any loss, cost or expense due to any:

i. Request, demand, order, statutory or regulatory requirement that any insured or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of, "pollutants"; or

ii. Claim or suit by or on behalf of a governmental authority for damages because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to, or assessing the effects of, "pollutants".

3. **Limit of Insurance**

a. The Aggregate Limit of Insurance shown in the Schedule of Limits and the rules below fix the most we will pay regardless of the number of:

i. Insureds;

ii. "Product withdrawals" initiated;

iii. Number of "your products" withdrawn;

b. **Deductible And Participation Percentage Provisions**

i. **Deductible**

We will only pay for the amount of:

(1) "Product withdrawal expenses" which are in excess of the deductible amount, shown in the Schedule of Limits of this endorsement. The deductible applies separately to each "product withdrawal". The limits of insurance will not be reduced by the amount of this deductible.

(2) We may, or will if required by law, pay all or any part of any deductible amount, if applicable. Upon notice of our payment of a deductible amount, you shall promptly reimburse us for the part of the deductible amount we paid.

ii. **Participation Percentage**

You agree to participate in the payment of "product withdrawal expenses" which are in excess of the deductible, to the extent of the Participation Percentage indicated in the Schedule of Limits of this endorsement. The Participation Percentage applies separately to each "product withdrawal". You also agree that the cost of your participation in the loss will be borne entirely by you when due and you will not obtain insurance to cover it The Limit of Insurance of this Coverage applies separately to each consecutive annual period and to any remaining period of less than 12 months, starting with the beginning of the policy period shown in the Declarations.

4. **Product Withdrawal Conditions**

   a. **Duties In The Event Of A Product Withdrawal**

      i. You must see to it that we are notified as soon as practicable of any actual, suspected or threatened "defect" in "your product", or any governmental investigation, that may result in a "product withdrawal" or a claim. To the extent possible, notice should include:

         (1) How, when and where the "defect" was discovered;

         (2) The names and addresses of any injured persons and witnesses; and

         (3) The nature, location and circumstances of any injury or damage arising out of use or consumption of "your product".

      ii. If a "product withdrawal" is initiated, you must:

         (1) Immediately record the specifics of the "product withdrawal" and the date it was initiated; and

         (2) Notify us as soon as practicable. You must see to it that we receive written notice of the "product withdrawal" as soon as practicable.

      iii. You must promptly take all reasonable steps to mitigate the expenses associated with a "product withdrawal". Any "profit" that you receive from mitigating the expenses will be deducted from the amount of reimbursement that you will receive for "product withdrawal expenses".

      iv. You and any other involved insured must:

         (1) Immediately send us copies of pertinent correspondence received in connection with the “product withdrawal”;

         (2) Authorize us to obtain records and other information; and

         (3) Cooperate with us in our investigation of the “property withdrawal”.

   b. **Concealment Or Fraud**

      We will not provide coverage for “product withdrawal expense” to you, or any other insured, who at any time:

      i. Engaged in fraudulent conduct; or

      ii. Intentionally concealed or misrepresented a material fact concerning a "product withdrawal" or "product withdrawal expenses" incurred by you.

   c. **Other Insurance**

      This coverage is excess if there is any other Limited Product Withdrawal Expense Coverage attached to this policy by endorsement.

5. The following definitions are added to **Section V - Definition:**

   a. "Coverage territory" means anywhere in the world with the exception of any country or jurisdiction which is subject to trade or other economic sanction or embargo by the United States of America.

   b. "Defect" means a defect, deficiency or inadequacy that creates a dangerous condition.

   c. "Product tampering" is an act of intentional alteration of "your product" which has caused or is reasonably expected to cause "bodily injury" or physical injury to tangible property other than "your product". When "product tampering" is known, suspected or threatened, a "product withdrawal" will be limited to those batches of "your product" which are known or suspected to have been tampered with. For the purposes of this insurance, electronic data is not tangible property.

   For the purposes of this insurance, electronic data is not tangible property.

   "Electronic data" means information, facts or programs stored as or on, created or used on, or transmitted to or from computer software, hard or floppy disks, CD- ROMs, tapes, drives, cells, data processing devices or any other media which are used with electronically controlled equipment.

   d. "Product withdrawal" means the recall or withdrawal:

      i. From the market; or

ii. From use by any other person or organization; of "your products", or products which contain "your products", because of known or suspected "defects" in "your product", or known or suspected "product tampering", which has caused or is reasonably expected to cause "bodily injury" or physical injury to tangible property other than "your product".

For the purposes of this insurance, electronic data is not tangible property.

"Electronic data" means information, facts or programs stored as or on, created or used on, or transmitted to or from computer software, hard or floppy disks, CD- ROMs, tapes, drives, cells, data processing devices or any other media which are used with electronically controlled equipment.

e. "Product withdrawal expenses" means those reasonable and necessary extra expenses, listed below, paid and directly related to a "product withdrawal":

i. Cost of replacing "your product", repairing the "defect" in "your product" or repurchasing "your product" for your initial purchase price, whichever is less;

ii. Costs of notification;

iii. Costs of stationery, envelopes, production of announcements and postage or facsimiles;

iv. Costs of overtime paid to regular non-salaried employees and costs incurred by such employees, including costs of transportation and accommodations;

v. Costs of computer time;

vi. Costs of hiring independent contractors and other temporary employees;

vii. Costs of transportation, shipping or packaging;

viii. Costs of warehouse or storage space; or

ix. Costs of proper disposal of "your products", or products that contain "your products", that cannot be reused, not exceeding your initial purchase price or your cost to produce the products.

f. "Profit" means the positive gain from business operation after subtracting for all expenses.

g. "Your product" means:

i. Any goods or products, other than real property, manufactured, sold, handled, distributed or disposed of by:

(1) You;

(2) Others trading under your name; or

(3) A person or organization whose business or assets you have acquired; and

ii. Containers (other than vehicles), materials, parts or equipment furnished in connection with such goods or products.

E. EMPLOYEE BENEFITS LIABILITY COVERAGE

This endorsement is subject to the provisions applying to the Commercial General Liability Coverage Form, except as provided below.

1. **Insuring Agreement**

a. We will pay those sums that the insured becomes legally obligated to pay as damages because of any act, error or omission, of the insured, or of any other person for whose acts the insured is legally liable, to which this insurance applies. We will have the right and duty to defend the insured against any "suit" seeking those damages. However, we will have no duty to defend the insured against any "suit" seeking damages to which this insurance does not apply. We may, at our discretion, investigate any report of an act, error or omission and settle any "claim" or "suit" that may result. But:

i. The amount we will pay for damages is limited as described in Paragraph 5. (**Section III – Limits Of Insurance**); and

ii. Our right and duty to defend ends when we have used up the applicable limit of insurance in the payment of judgments or settlements. No other obligation or liability to pay sums or perform acts or services is covered unless explicitly provided for under Supplementary Payments.

b. This insurance applies to damages only if the act, error or omission, is negligently committed in the "administration" of your "employee benefit program";

2. **Exclusions**

This insurance does not apply to:

a. **Dishonest, Fraudulent, Criminal Or Malicious Act**

Damages arising out of any intentional, dishonest, fraudulent, criminal or malicious act, error or omission, committed by any insured, including the willful or reckless violation of any statute.

b. **Bodily Injury, Property Damage, Or Personal And Advertising Injury**

"Bodily injury", "property damage" or "personal and advertising injury".

c. **3rd Party Failure To Perform A Contract**

Damages arising out of failure of performance of contract by any insurer.

d. **Insufficiency Of Funds**

Damages arising out of an insufficiency of funds to meet any obligations under any plan included in the "employee benefit program".

e. **Inadequacy Of Performance Of Investment/Advice Given With Respect To Participation**

Any "claim" based upon:

i. Failure of any investment to perform;

ii. Errors in providing information on past performance of investment vehicles; or

iii. Advice given to any person with respect to that person's decision to participate or not to participate in any plan included in the "employee benefit program".

f. **Workers' Compensation And Similar Laws**

Any "claim" arising out of your failure to comply with the mandatory provisions of any workers' compensation, unemployment compensation insurance, social security or disability benefits law or any similar law.

g. **ERISA**

Damages for which any insured is liable because of liability imposed on a fiduciary by the Employee Retirement Income Security Act of 1974, as now or hereafter amended, or by any similar federal, state or local laws.

h. **Available Benefits**

Any "claim" for benefits to the extent that such benefits are available, with reasonable effort and cooperation of the insured, from the applicable funds accrued or other collectible insurance.

i. **Taxes, Fines Or Penalties**

Taxes, fines or penalties, including those imposed under the Internal Revenue Code or any similar state or local law.

j. **Employment-Related Practices**

Damages arising out of wrongful termination of employment, discrimination, or other employment-related practices.

3. For the purposes of the coverage provided by this endorsement all references to Supplementary Payments – Coverages A and B are replaced by Supplementary Payments – Coverages A, B and Employee Benefits Liability.

4. For the purposes of the coverage provided by this endorsement, Paragraphs 2. and 3. of **Section II – Who Is An Insured** are replaced by the following:

a. Each of the following is also an insured:

i. Each of your "employees" who is or was authorized to administer your "employee benefit program".

ii. Any persons, organizations or "employees" having proper temporary authorization to administer your "employee benefit program" if you die, but only until your legal representative is appointed.

iii. Your legal representative if you die, but only with respect to duties as such. That representative will have all your rights and duties under this Endorsement.

b. Any organization you newly acquire or form, other than a partnership, joint venture or limited liability company, and over which you maintain ownership or majority interest, will qualify as a Named Insured if no other similar insurance applies to that organization. However:

i. Coverage under this provision is afforded only until the 90th day after you acquire or form the organization or the end of the policy period, whichever is earlier.

ii. Coverage under this provision does not apply to any act, error or omission that was committed before you acquired or formed the organization.

5. **Limits of Insurance**

For the purposes of the coverage provided by this endorsement, **Section III – Limits Of Insurance** is replaced by the following:

a. The Limits of Insurance shown in the Schedule of Limits and the rules below is the most we will pay regardless of the number of:

i. Insureds;

ii. "Claims" made or "suits" brought;

iii. Persons or organizations making "claims" or bringing "suits";

iv. Acts, errors or omissions; or

v. Benefits included in your "employee benefit program".

b. The Aggregate Limit is the most we will pay for all damages because of acts, errors or omissions negligently committed in the "administration" of your "employee benefit program".

c. Subject to the Aggregate Limit, the Each Employee Limit is the most we will pay for all damages sustained by any one "employee", including damages sustained by such "employee's" dependents and beneficiaries, as a result of:

i. An act, error or omission; or

ii. A series of related acts, errors or omissions negligently committed in the "administration" of your "employee benefit program".

However, the amount paid under this endorsement shall not exceed, and will be subject to, the limits and restrictions that apply to the payment of benefits in any plan included in the "employee benefit program". The Limits of Insurance of this endorsement apply separately to each consecutive annual period and to any remaining period of less than 12 months, starting with the beginning of the policy period shown in the Declarations of the policy to which this endorsement is attached.

6. **Deductible**

a. Our obligation to pay damages on behalf of the insured applies only to the amount of damages in excess of the deductible amount stated in the Schedule as applicable to Each Employee. The limits of insurance shall not be reduced by the amount of this deductible.

b. The deductible amount stated in the Schedule applies to all damages sustained by any one "employee", including such "employee's" dependents and beneficiaries, because of all acts, errors or omissions to which this insurance applies.

c. The terms of this insurance, including those with respect to:

i. Our right and duty to defend any "suits" seeking those damages; and

ii. Your duties, and the duties of any other involved insured, in the event of an act, error or omission, or "claim" apply irrespective of the application of the deductible amount.

d. We may pay any part or all of the deductible amount to effect settlement of any "claim" or "suit" and, upon notification of the action taken, you shall promptly reimburse us for such part of the deductible amount as we have paid.

7. For the purposes of the coverage provided by this endorsement, Conditions 2. and 4. of **Section IV – Commercial General Liability Conditions are replaced by the following:**

   a. **Duties In The Event Of An Act, Error Or Omission, Or "Claim" Or "Suit"**

      i. You must see to it that we are notified as soon as practicable of an act, error or omission which may result in a "claim". To the extent possible, notice should include:

         (1) What the act, error or omission was and when it occurred; and

         (2) The names and addresses of anyone who may suffer damages as a result of the act, error or omission.

      ii. If a "claim" is made or "suit" is brought against any insured, you must:

         (1) Immediately record the specifics of the "claim" or "suit" and the date received; and

         (2) Notify us as soon as practicable. You must see to it that we receive written notice of the "claim" or "suit" as soon as practicable.

      iii. You and any other involved insured must:

         (1) Immediately send us copies of any demands, notices, summonses or legal papers received in connection with the "claim" or "suit";

         (2) Authorize us to obtain records and other information;

         (3) Cooperate with us in the investigation or settlement of the "claim" or defense against the "suit"; and

         (4) Assist us, upon our request, in the enforcement of any right against any person or organization which may be liable to the insured because of an act, error or omission to which this insurance may also apply.

      iv. No insured will, except at that insured's own cost, voluntarily make a payment, assume any obligation or incur any expense without our consent.

   b. **Other Insurance**

      This coverage is excess if there is any other Employee Benefit Liability attached to this policy by endorsement.

8. For the purposes of the coverage provided by this endorsement, the following definitions are added to the **Section V - Definitions**:

   a. "Administration" means:

      i. Providing information to "employees", including their dependents and beneficiaries, with respect to eligibility for or scope of "employee benefit programs";

      ii. Handling records in connection with the "employee benefit program"; or

      iii. Effecting, continuing or terminating any "employee's" participation in any benefit included in the "employee benefit program". However, "administration" does not include handling payroll deductions.

   b. "Cafeteria plans" means plans authorized by applicable law to allow employees to elect to pay for certain benefits with pre-tax dollars.

   c. “Claim" means any demand, or "suit", made by an "employee" or an "employee's" dependents and beneficiaries, for damages as the result of an act, error or omission.

   d. "Employee benefit program" means a program providing some or all of the following benefits to "employees", whether provided through a "cafeteria plan" or otherwise:

      i. Group life insurance, group accident or health insurance, dental, vision and hearing plans, and flexible spending accounts, provided that no one other than an "employee" may subscribe to such benefits and such benefits are made generally available to those "employees" who satisfy the plan's eligibility requirements;

ii. Profit sharing plans, employee savings plans, employee stock ownership plans, pension plans and stock subscription plans, provided that no one other than an "employee" may subscribe to such benefits and such benefits are made generally available to all "employees" who are eligible under the plan for such benefits;

iii. Unemployment insurance, social security benefits, workers' compensation and disability benefits;

iv. Vacation plans, including buy and sell programs; leave of absence programs, including military, maternity, family, and civil leave; tuition assistance plans; transportation and health club subsidies.

9. For the purposes of the coverage provided by this endorsement, Definitions 5. and 18. in **Section V - Definitions** Section are replaced by the following:

a. "Employee" means a person actively employed, formerly employed, on leave of absence or disabled, or retired. "Employee" includes a "leased worker". "Employee" does not include a "temporary worker".

b. "Suit" means a civil proceeding in which damages because of an act, error or omission to which this insurance applies are alleged. "Suit" includes:

i. An arbitration proceeding in which such damages are claimed and to which the insured must submit or does submit with our consent; or

ii. Any other alternative dispute resolution proceeding in which such damages are claimed and to which the insured submits with our consent.

SECTION 4 – OPTIONAL COVERAGES

If shown as included in the Schedule of Coverages, the following Optional Coverage may also apply. These coverages are subject to the terms, exclusions and conditions applicable to the Commercial General Liability Coverage and this endorsement.

A. HIRED AND NON-OWNED AUTO LIABILITY COVERAGE

1. Insurance is provided only for these coverages, but only if you do not have any other insurance available to you which affords the same or similar coverage.

a. **Hired Auto Liability**

The insurance provided under **Section I – Coverage A Bodily Injury and Property Damage Liability** applies to “bodily injury” or “property damage” arising out of the maintenance or use of a “hired auto” by you or your “employees” in the course of your business for the limits provided in the Schedule of Limits of this endorsement.

b. **Non-owned Auto Liability**

The insurance provided under **Section I - Coverage A Bodily Injury and Property Damage Liability** applies to “bodily injury” or “property damage” arising out of the use of any “non-owned auto” in your business by any person for the limits provided in the Schedule of Limits of this endorsement.

2. With respect to the insurance provided by this endorsement: Subparagraphs c., e., g., h., j., k., l., m., and n. of paragraph 2. **Exclusions of Section I - Coverage A Bodily Injury and Property Damage Liability** are replaced by the following:

This insurance does not apply to:

a. **“Bodily injury”:**

i. To an “employee” of the insured arising out of and in the course of employment by the insured or performing the duties related to the conduct of the insured business or

ii. To the spouse, child, parent, brother or sister of that “employee” as a consequence of 1.a.(1) above.

This exclusion applies:

(1) Whether the insured may be liable as an employer or in any other capacity; and

(2) To any obligation to share damages with or repay someone else who must pay damages because of injury.

This exclusion does not apply to:

(1) Liability assumed by the insured under an “insured contract”; or

(2) "Bodily injury" arising out of and in the course of domestic employment by the insured unless benefits for such injury are in whole or in part either payable or required to be provided under any workers' compensation law.

b. **"Property damage**" to:

i. Property owned or being transported by, or rented or loaned to the insured; or

ii. Property in the care, custody or control of the insured.

3. **Section II – Who is an Insured** is replaced by the following:

Each of the following is an insured under this insurance to the extent set forth below.

a. You;

b. Any other person using a "hired auto" with your permission;

c. With respect to a "non-owned auto", any partner or "executive officer" of yours, any "employee" of yours; but only while such "non-owned auto" is being used in your business; and

d. Any other person or organization, but only with respect to their liability because of acts or omissions of an insured under a., b., or c. above.

None of the following is an insured:

e. Any person engaged in the business of his or her employer with respect to "bodily injury" to any co-"employee" of such person injured in the course of employment or to the spouse, child, parent, brother or sister of that co-"employee" as a consequence of such "bodily injury", or for any obligation to share damages with or repay someone else who must pay damages because of the injury;

f. Any partner or "executive officer" with respect to any "auto" owned by such partner or officer or a member of his or her household;

g. Any person while employed in or otherwise engaged in duties in connection with an "auto business" including an "auto business" you operate.

h. The owner or lessee (of whom you are a sublessee) of a "hired auto" or the owner of a "non-owned auto" or any agent or "employee" of any such owner or lessee;

i. Any person or organization with respect to the conduct of any current or past partnership or joint venture that is not shown as a Named Insured in the Declarations.

4. **Section III – Limits of Insurance** Paragraph 2.b. is replaced by the following:

a. Damages under Coverage A and Coverage B, except damages because of:

i. Injury and damage included in the "products-completed operations hazard"; or

(1) "Bodily injury" or "property damage" arising out of the:

(2) Maintenance or use of a "hired auto" by you or your "employee" in the course of your business; or

(3) Use of any "non-owned auto" in your business by any person other than you.

5. **Definitions**

a. The following additional definitions apply:

i. "Auto business" means the business or occupation of selling, repairing, servicing, storing or parking "autos".

b. Paragraph 9. "Insured contract" is changed by the addition of the following:

ii. "Insured contract" means the part of any contract or agreement entered into as part of your business, by you or any of your employees pertaining to the rental or lease of any "auto".

iii. Does not include that part of any contract or agreement:

(1) That pertains to the loan, lease or rental of an "auto" to you or any of your employees, if the "auto" is loaned, leased or rented with a driver; or

(2) That holds a person or organization, engaged in the business of transporting property by "auto" for hire, harmless for your use of a covered "auto" over a route or territory that that person or organization is authorized to serve by public authority.

c. “Hired auto” means any “auto” you lease, hire, rent or borrow. This does not include any “auto” you lease, hire, rent or borrow from any of your “employees”, partners (if you are a partnership), members (if you are a limited liability company) or members of their households.

d. “Non-owned auto” means any “auto” you do not own, lease, hire, rent or borrow that is used in connection with your business. This includes any “auto” owned by your “employees” or partners (if you are a partnership), members (if you are a limited liability company) or members of their households but only while used in your business or your personal affairs.

B. LIMITED WORK SITE POLLUTION LIABILITY

The following is added to **Section I – Coverages:**

COVERAGE D – LIMITED WORK SITE POLLUTION LIABILITY

1. **Insuring Agreement**

a. We will pay those sums that the insured becomes legally obligated to pay as damages because of “bodily injury” or “property damage” or “clean-up costs” because of “environmental damage” which directly results from physical injury to tangible property to which this insurance applies. We have the right and duty to defend any “suit” seeking those damages. We may at our discretion investigate any “pollution incident” and settle any claim or “suit” that may result. But:

i. The amount we will pay for damages and “clean-up costs” is limited as described in **Section III – Limits of Insurance** of this endorsement; and

ii. Our right and duty to defend ends when we have used up the applicable limit of insurance in the payment of judgments, settlements, or “clean-up costs”.

No other obligation or liability to pay sums or perform acts or services is covered unless explicitly provided for under Supplementary Payments.

b. This insurance applies to “bodily injury”, “property damage” and “environmental damage” that arises out of a “pollution incident”;

i. On or from “your work site” in the “coverage territory”;

ii. That occurs during the policy period;

iii. That is demonstratable as beginning and ending within 72 hours; and

iv. That is sudden and accidental.

2. **Exclusions**

The insurance provided by this endorsement does not apply to:

a. **Expected or Intended**
“Bodily injury”,” property damage” or “environmental damage” expected or intended from the standpoint of the insured.

b. **Contractual Liability**
“Bodily injury”,” property damage” or “environmental damage” for which the insured is obligated to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages that the insured would have in the absence of the contract or agreement.

c. **Workers’ Compensation and Similar Laws**
Any obligation of the insured under a workers’ compensation, disability benefits or unemployment compensation law or any similar law.

d. **Bodily Injury to Employees**

“Bodily injury” to

i. employees of the insured arising out of and in the course of employment by the insured; or performing duties related to the conduct of the insured’s business;

ii. The spouse, child, parent, brother or sister of that employee as a consequence of i. above.

This exclusion applies whether or not the insured may be liable as an employer, or in any other capacity; and to any obligation to share damages with or repay someone else who must pay damages because of the injury.

e. **Damage to Property or Environment**

“Property damage” or “environmental damage” to:

i. A “waste facility”;

ii. Property you own, rent or occupy, including any costs or expenses incurred by you, or any other person, organization or entity for repair, replacement, enhancement, restoration or maintenance of such property for any reason, including prevention of injury to a person or damage to another's property;

iii. Premises you sell give away or abandon, if the "environmental damage" arises out of any part of those premises;

iv. Property loaned to you; or

v. Personal property in the care, custody or control of the insured.

f. **Products-Completed Operations Hazard**

"Bodily injury"," property damage" or "environmental damage" included in the "products-completed operations hazard" and arising out of an emission, discharge, release or escape which originates away from insured's jobsite.

g. **Offshore Facility**

"Bodily injury"," property damage" or "environmental damage" arising out of the ownership or operation of any offshore facility as defined in the Outer Continental Shelf Lands Act Amendment of 1978 or the Clean Water Act of 1977 as amended in 1978 or any deep-water port as defined in the Deepwater Port Act of 1974 as amended or as may be amended.

h. **Closed Waste Sites**

"Bodily injury"," property damage" or "environmental damage" arising out of a "pollution incident" from an insured's jobsite or any part of the insured's jobsite that was used by you for the storage, disposal, processing or treatment of waste materials and was:

i. Sealed off, closed, abandoned or alienated prior to the inception of this coverage; or

ii. Sealed off or closed subject to statute, ordinance or governmental regulation or directive requiring maintenance or monitoring during or after sealing off or closure.

i. **Aircraft, Auto, Rolling Stock or Watercraft**

"Bodily injury"," property damage" or "environmental damage" arising out of:

i. the ownership, maintenance, use or entrustment to others of any aircraft, "auto", rolling stock or watercraft owned or operated by or rented or loaned to any insured. User includes operations and "loading or unloading".

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 "pollution incident" which caused the "bodily injury", "property damage" or "environmental damage" involved the ownership, maintenance, use or entrustment to others of any aircraft, "auto", rolling stock or watercraft that is owned or operated by or rented or loaned to any insured.

ii. The transportation of "mobile equipment" by an "auto" owned, or operated by or rented or loaned to any insured; or

iii. The use of "mobile equipment" in or while in practices or preparation for, a prearranged racing, speed, or demolish contest or in an any stunting activity.

iv. This endorsement does not apply to "bodily injury", "property damage", or "environmental damage" arising out of the operation of any of the equipment listed in paragraph f. (2) or f. (3) of "Mobile equipment", paragraph 12 in **SECTION V – DEFINITIONS**.

j. **Wells**

"Bodily injury"," property damage" or "environmental damage" arising out of the emission, discharge, release or escape of drilling fluid, oil, gas or other fluids from any oil, gas, mineral, water or geothermal well.

k. **Failure To Comply With Environmental Laws**

"Bodily injury"," property damage" or "environmental damage" arising out of a "pollution incident" which results from or is directly or indirectly attributable to failure to comply with any applicable statute, regulation, ordinance, directive or order relating to the protection of the environment and promulgated by any governmental body, provided that failure to comply is a willful or deliberate act or omission of:

i. The insured; or

ii. You or any of your members, managers, partners or "executive officers".

l. **Acid Rain**

"Bodily injury"," property damage" or "environmental damage" arising out of acid rain.

m. **Electronic Data**

Damages arising out of the loss of, loss of use of, damage to, corruption of, inability to access, or inability to manipulate electronic data.

As used in this exclusion, electronic data means information, facts or programs stored as or on, created or used on, or transmitted to or from computer software, including systems and applications software, hard or floppy disks, CDROMs, tapes, drives, cells, data processing devices or any other media which are used with electronically controlled equipment.

n. **Underground Storage Tanks**

"Bodily injury"," property damage" or "environmental damage" arising out of the emission, discharge, release or escape of "pollutants" from an underground storage tank, pipes and or pumps. This includes underground storage tanks, pipes and pumps below the lowest building level or beneath ground outside of a building or structure.

o. **Pollutants**

"Bodily injury"," property damage" or "environmental damage" on or from any of "your work sites", on which any insured or any contractor or subcontractor working directly or indirectly on any insured's behalf are performing operations if the "pollutants" are not brought on or to "your work site" by such insured, contractor, or subcontractor.

3. **Supplementary Payments**

For the purposes of the coverage provided by this endorsement all references to Supplementary Payments – Coverages A and B are replaced by Supplementary Payments – Coverages A, B and D.

4. **Limits of Insurance**

For the purposes of the coverage provided by this endorsement, **Section III – Limits of Insurance** is replaced by the following:

a. The Limits Of Insurance shown in the Schedule of this endorsement and the rules below fix the most we will pay regardless of the number of:

i. Insureds;

ii. Claims made or "suits" brought;

iii. Persons or organizations making claims or bringing "suits"; or

iv. Governmental actions taken with respect to "clean-up costs".

b. The Aggregate Limit is the most we will pay for the sum of all "bodily injury", "property damage", and all "clean-up costs" incurred because of "environmental damages".

c. Subject to the Limited Work Site Pollution Liability Aggregate Limit, the Each Occurrence Limit displayed on the Schedule of Coverages is the most we will pay for all "bodily injury", "property damage", and all "clean-up costs" incurred because of "environmental damages".

d. Limits of Insurance for this coverage apply separately to each consecutive annual period and to any remaining period of less than 12 months, starting with the beginning of the policy period shown in the Declarations of the policy to which this endorsement is attached.

5. **Deductible**

   a. Our obligation to pay damages on behalf of the insured applies only to the amount of damages in excess of the deductible stated in the Schedule. The limit of insurance shall not be reduced by the amount of this deductible.

   b. The deductible amount stated in the Schedule applies to all damages.

   c. We may pay any part or all of the deductible amount to effect settlement of any "claim" or "suit" and, upon notification of the action taken, you shall promptly reimburse us for such part of the deductible amount as we have paid.

6. **Other Insurance**

   Paragraph 4. of **SECTION IV – CONDITIONS** is amended as follows:

   All references to Coverages A or B are amended to read Coverages A, B, or D.

7. **Definitions**

   The following definitions are added to **SECTION V – DEFINITIONS:**

   a. "Clean-up costs" means expenses to test for, monitor, clean-up, remove, contain, treat, detoxify or neutralize "pollutants".

   b. "Environmental damage" means the injurious presence of "pollutants" in or upon land, the atmosphere, or any water course or body of water.

   c. "Pollution Incident" means the actual or alleged emission, discharge, release, or escape of "pollutants" from "your work site" provided that such emission, discharge, release, or escape results in "environmental damage". All "bodily injury", "property damage" and "environmental damage" arising out of one emission, discharge, release, or escape shall be deemed to be one "pollution incident".

   d. "Waste facility" means any site to which waste from the operations of "your work site" is legally consigned for delivery or delivered for storage, disposal, processing or treatment, provide that such site is not and never was owned by, rented or loaned to you.

   e. "Your work site" means any site or location on which you or any contractors or subcontractors working directly or indirectly on your behalf are working. "Your work site" does not include any premises, site or location which current is or was, at the time you or any contractors or subcontractors working directly or indirectly on your behalf were working on such premises, site or location, owned or occupied by or rented or loaned to you.

C. CONTRACTORS ERRORS AND OMISSIONS LIABILITY COVERAGE

Notice: This insurance coverage is provided on a claims-made basis. Coverage is limited to liability for damages for which "claims" are first made against the insured while this insurance is active. Please read the entire coverage provision carefully.

1. **Insuring Agreement**

   a. We will pay on behalf of the insured all sums the insured must pay as damages for faulty workmanship, material, design or products. The damages must have resulted from the insured's error, omission or negligent act while acting in your business capacity as described in the Schedule of this endorsement or from a defect in material, or in a product sold or installed by the insured while acting in this capacity.

   b. We have the right and duty to defend any suit asking for these damages. However, we have no duty to defend suits for damages not covered by this endorsement. We may investigate and settle any claim or suit as we consider appropriate.

   c. No other obligation or liability to pay sums or perform acts or services is covered unless explicitly provided for under 3. Supplemental Payments of this coverage. However:

      i. We will pay with respect to any claims we settle, or any suit against the insured we defend, "defense expense" incurred by us, or by the insured with our consent; and

      ii. Payments of "defense expense" are included in the Limit of Insurance shown in the Schedule and described in 5. Limits of Insurance.

2. **Exclusions**

We will not pay for any claim resulting from:

a. **Asbestos and Lead**

Damages arising out of, attributable to, or in any way related to asbestos, or lead, in any form or transmitted in any manner.

b. **Bankruptcy**

Damages arising out of your insolvency or bankruptcy.

c. **Bodily Injury, Personal and Advertising Injury, and Property Damage**

i. "Bodily injury", "personal injury and advertising injury", or

ii. "Property damage" to property other than "your product", "your work" or "impaired property".

d. **Bridges and Dams**

Activities in connection with bridges exceeding 150 feet in length, or dams.

e. **Contractual**

Liability of others assumed by the insured by agreement under any contract, whether oral or in writing, unless such liability would have attached to the insured even in the absence of such agreement.

f. **Delay**

Any delay or failure to complete a contract or project, or to complete a contract or project on time.

g. **Electronic Data**

Damage arising out of the loss of use of, damage to, corruption of, inability to access, or inability to manipulate "electronic data".

h. **Estimates, Financing and Legal Work**

Loss because of an error or omission;

i. In the preparation of estimate of probable job costs, or cost estimates being exceeded; estimate of profit or return on capital;

ii. On advising or failure to advise on financing of the work or project; and

iii. In advising or failure to advise on any legal work, title checks, form of insurance; or suretyship.

i. **Intellectual Property**

Damages which arise out of infringement of copyright or trademark or patent, unfair competition or piracy, or theft or wrongful taking of concepts or intellectual property.

j. **Intentional Injury**

Dishonest, fraudulent, criminal or malicious acts intentionally committed by the named insured or by any partner or "executive officer" or at the direction of any of these parties. Also, any injury which is expected or intended by the insured, including damages of a greater degree or result than expected or intended.

k. **Manufacturers' warranties**

Express manufacturer's warranties or guarantees.

l. **Non-compensatory Damages**

i. Any punitive or exemplary damages. However, if a lawsuit is filed against the insured which alleges both compensatory and punitive/exemplary damages, we will defend the entire lawsuit with the understanding that we will pay only the covered compensatory damages; and

ii. Any fines or penalties.

m. **Owned or Rented Property**

Any liability arising from "property damage" to property owned, rented or leased by the insured.

n. **Pollutants**

i. Damages which would not have occurred in whole or part but for the actual, alleged or threatened discharge, dispersal, release or escape of pollutants at any time.

ii. Any loss, cost or expense arising out of any request, demand or order that any insured or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize or in any way respond to or assess the effects of pollutants.

iii. Pollutants means one or more solid, liquid, gaseous or thermal irritant or contaminant including smoke, vapor, soot, fumes, acids, alkalis, chemicals and waste. Waste includes material to be recycled, reconditioned or reclaimed.

iv. This exclusion does not apply to damages caused by heat, smoke or fumes from a hostile fire:

(1) At or from premises you own, rent or occupy; or

(2) At or from any site or location on which you or any contractors or subcontractors working directly or indirectly on your behalf are performing operations, if the pollutants are brought on or to the site or location in connection with such operations.

As used here, a hostile fire means one which becomes uncontrollable or breaks out from where it was intended to be.

o. **Prior Acts**

Any liability arising from negligent acts, errors, omissions or defect that were committed or existed prior to the Retroactive Date shown in the Schedule.

p. **Prior to Completion**

Any damages before you have completed your work. Your work will be deemed completed at the earliest of the following times:

i. When all the work called for in your contract or work order has been completed,

ii. When all of the work to be done at the jobsite has been completed if your contract calls for work at more than one jobsite,

iii. When that part of the work done at a jobsite has been put to is intended use by any person or organization other than another contractor or subcontractor working on the same project. Work that may need service, maintenance, correction, repair or replacement, will be treated as completed.

q. **Products**

Any liability arising from "property damage" to products that are still in your physical possession.

r. **Professional Liability**

i. Any liability arising out of the rendering or failure to render any professional services by you or on your behalf, but only with respect to either or both of the following operations

(1) Providing engineering, architectural or surveying services to others; and

(2) Providing or hiring independent professionals to provide engineering, architectural or surveying services in connection with construction work you perform.

ii. Subject to iii. Below, professional services include:

(1) The preparing, approving or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders or drawings and specifications; and

(2) Supervisory or inspection activities performed as part of any related architectural or engineering activities.

iii. Professional services do not include services with construction means, methods, techniques, sequences and procedures employed by you in connection with construction work you perform.

s. **Profit**

Your loss of profit or expected profit.

t. **Related Enterprises**

For claims made against the insured by a business enterprise (or its assignees) which is wholly or partly owned operated or managed by the insured or which has directly or indirectly an interest in the ownership or management of the named insured.

For claims made against the insured arising out of services performed by or on behalf of a joint venture.

u. **Right of Action**

Any liability arising from "claims" or "suits" where the right of action against the insured has been relinquished or waived.

v. **Subcontracted Work**

Any liability for "property damage" to "your work" if the damaged work or the work out of which the damage arises was performed on your behalf by a subcontractor.

w. **Substitution**

A decision to substitute a material or product for one specified on blueprints, work orders, contracts, or engineering specifications unless there has been written authorization.

3. **Supplemental Payments**

In addition to 5. Limits of Insurance we will also pay:

a. Premiums on appeal bonds in any suit we defend and agree to appeal. We do not have to furnish these bonds.

b. Premiums on bonds to release attachments in a suit we defend but only for bonds up to our Limit of Insurance. We do not have to furnish these bonds.

c. All interest accruing after the entry of a judgement in a suit we defend. Our duty to pay interest ends when we pay or tender our Limit of Insurance

d. Prejudgment interest awarded against the insured on that part of the judgment we pay. If we make an offer to pay the applicable Limit of Insurance, we will not pay any prejudgment interest based on that period of time after the offer.

4. **Who Is An Insured**

If you are designated in the Declarations as:

a. An individual, you and your spouse are insureds, but only with respect to the conduct of a business of which you are the sole owner.

b. A partnership or joint venture, you are an insured. Your members, your partners, and their spouses are also insureds, but only with respect to the conduct of your business.

c. A limited liability company, you are an insured. Your members are also insureds, but only with respect to the conduct of your business. Your managers are insured, but only with respect to their duties as your managers.

d. An organization other than a partnership, joint venture or limited liability company, you are an insured. Your "executive officers" and directors are insured, but only with respect their duties as your officers or directors. Your stockholder are also insured, but only with respect to their liability as stockholders.

e. A trust, you are an insured. Your trustees are also insureds, but only with respect to their duties as trustees.

5. **Limit of Insurance**

a. The Limits of Insurance shown in the Schedule and the rules below fix the most we will pay regardless of the number of:

i. Insureds;

ii. Claims made or "suits" brought; or

iii. Persons or organizations making claims or bringing "suits".

b. The Annual Aggregate Limit shown in the Schedule is the most we will pay for the sum of all "claims" made during the policy period including "defense expenses".

c. Subject to the Annual Aggregate Limit, the Each Claim Limit shown in the Schedule is the most we will pay for damages for any one "claim" including "defense expenses". Any related "claim" resulting from any one negligent act, error or omission or defect will be considered one "claim".

d. We will pay:

i. If you made the repairs, 80% of:

(1) Your normal and customary labor charges; and

(2) Your retail cost of materials.

ii. If the repairs are made by others, the actual cost of repairs.

e. For errors in contract or job specifications or in recommendations of products and materials to be used, this endorsement will not pay for additional costs of products and materials to be used that would not have been incurred had the correct recommendation or specifications been made.

6. **Deductible Clause**

a. A mandatory deductible will apply to each claim payable under this endorsement. The applicable deductible is shown in the Schedule.

b. Our obligation to pay damages on your behalf applies only to the amount of damage in excess of the deductible amount stated in the Schedule. The limit of insurance will not be reduced by the application of deductible.

c. We may pay any part or all of the deductible amount to effect settlement of any claim or suit and, upon notification of the action taken, you shall promptly reimburse us for such part of the deductible amount as has been paid by us.

7. **Extended Reporting Period**

a. You have the right to the Extended Reporting Periods described below if coverage is cancelled for any reason other than non-payment of premium. Once in effect, extended reporting periods may not be terminated. Claims must be reported to us prior to the expiration of the extended reporting period.

i. An automatic 30-day extended reporting period will apply; and

ii. A 12-month extended reporting period may be purchased for an additional charge. You must pay the required additional premium within 60 days after the expiration date of this coverage.

b. Extended reporting periods apply solely to claims arising out of errors, omissions or negligent acts first committed or defects which existed prior to the end of the coverage period stated in the Declarations.

c. Extended reporting periods do not extend the coverage period or change the scope of coverage provided.

8. **Conditions**

a. Notice of Claim or Suit

You must notify us or our agent as soon as possible when you receive information as to your alleged error, omission, negligent act or a defect. You must also give us full particulars of any claim arising therefrom. You must immediately forward to us every summons or other process received by you.

b. Assistance and Cooperation of the Insured

You and any other insured, must cooperate with us and, upon our request, attend hearings and trials and assist in effective settlements, securing and giving evidence, and obtaining the attendance of witnesses in the conduct of suits. You and other insured must not voluntarily make any payment, assume any obligation or incur any expense except at your or the other insured's own cost.

We may pay all or part of any damages to effect settlement of a claim or suit.

9. **Other Insurance**

This insurance does not apply to a claim or any part of a claim if there is other valid and collectible insurance available to the insured. Performance bonds shall not be considered insurance available to the insured. However, if there is other errors and omissions insurance, we will pay only our share of the payments we owe under this endorsement. Our share is the proportion that the limit of this coverage to the total of the limits of all such policies.

10. **Transfer of Rights of Recovery Against Other to Us**

If any person or organization to or for whom we make payment under this insurance has rights to recover damages from another, those rights are transferred to us. That person or organization must do everything necessary to secure our rights and must do nothing after the loss or damage to impair them.

11. **Changes**

This endorsement contains all the agreements between you and us. Its terms may not be changed or waived except by us.

Our agent's knowledge will be considered our knowledge. If before a claim is made or suit is brought, our agent knows something which violates a coverage condition, this will not void the coverage or defeat a recovery for a claim.

12. **Transfer of Your Interest in This Endorsement**

Your rights and duties under this endorsement may not be assigned without our written consent.

13. **Definitions**

a. “Advertisement” means a notice that is broadcast or published to the general public or specific market segments about your goods, products or services for the purpose of attracting customers or supporters. For the purposes of this definition;

i. Notices that are published include material placed on the Internet or on similar electronic means of communication; and

ii. Regarding web sites, only that part of a web site that is about your goods, products or service for the purposes of attracting customers or supporters is considered an advertisement.

b. “Bodily injury” means bodily injury, sickness or disease sustained by a person, including death resulting from any of these at any time.

c. “Claims” means a demand or “suit” which seeks money damages, including consequential resulting loss, for:

i. “Property damage” to “your product”;

ii. “Property damage” to “your work”;

iii. “Property damage” to “impaired property”; or

iv. Loss, cost or expense for the loss of use, withdrawal, recall, inspection, repair, replacement, adjustment, removal or disposal of;

(1) “Your product”;

(2) “Your work”; or

(3) “Impaired property”; if such product, work or property is withdrawn or recalled from the market or from use by any person or organization because of a known or suspected defect, deficiency, inadequacy or dangerous condition in it. However, this does not include “normal or customary adjustments” to “your product” or “your work” after installation; caused by faulty workmanship, material or design.

d. “Defense expense” means reasonable and necessary expenses that result from the investigation, settlement, or defense of a specific claim, including;

i. Attorney and paralegal fees and expenses;

ii. Costs of legal proceedings;

iii. Costs taxed against any insured in a suit; and

iv. Reasonable expenses incurred by the insured at our request to assist us in the investigation or defense of the claim or suit.

“Defense expense” does not include salaries and expenses of our employees, including employed attorneys, salaries and expenses of the insured’s employees, fees and expenses of independent adjusters we hire, and expenses specifically provided for under C. Supplemental Payments.

e. “Electronic data” means information, facts or programs stored as or on, created or used on, or transmitted to or from computer software, including systems and applications software, including systems and applications, software, hard or floppy disks, CD-ROMs, tapes, drives, cells, data processing devices or any other media as used with electronically controlled equipment.

f. “Impaired property” means tangible property, other than “your product” or “your work”, that cannot be used or is less useful because:

i. It incorporates “your product” or “your work” that is known or thought to be defective, deficient, inadequate or dangerous; or

ii. You have failed to fulfill the terms of a contract or agreement;

if such property can be restored to use by the repair, replacement, adjustment or removal of “your product” or “your work” or your fulfilling the terms of the contract or agreement.

g. “Normal and customary adjustments” means those operations and expenses routinely engaged in or incurred after the installation of “your work” or “your product” to render it fully functional and /or efficient and anticipated in your installation contract.

h. “Personal and advertising injury” means injury, including consequential “bodily injury”, arising out of one or more of the following offenses:

i. False arrest, detention or imprisonment;

ii. Malicious prosecution;

iii. The wrongful eviction from, wrongful entry into, or invasion of the right of private occupancy of a room, dwelling or premises that a person occupies, committed by or on behalf of its owner, landlord or lessor;

iv. Oral or written publication, in any manner, of material that slanders or libels a person or organization or disparages a person's or organization's goods, products or services;

v. Oral or written publication, in any manner, of material that violates a person's right to privacy;

vi. The use of another's advertising idea in your "advertisement"; or

vii. Infringing upon another's copyright, trade dress or slogan in your 'advertisement".

i. "Property damage" means:

i. Physical injury to tangible property, including all resulting loss of use of that property. All such loss of use shall be deemed to occur at the time of the physical injury that caused it; or

ii. Loss of use of tangible property that is not physically injured. All such loss of use shall be deemed to occur at the time of the incident that caused it.

For the purposes of this insurance, electronic data is not tangible property.

j. "Suit" means a civil proceeding in which money damages because of "claims" to which this insurance applies are alleged. "Suit" includes:

i. An arbitration proceeding in which such damages are claimed and to which you must submit or do submit with our consent;

ii. Any other alternative dispute resolution proceeding in which such damages are claimed and to which you submit with our consent; or

iii. An appeal of a civil proceeding.

k. "Your product"

i. Means

(1) Any goods or products, other than real property, manufactured, sold, handled, distributed or disposed of by;

(a) You;

(b) Other trading under your name; or

(c) A person or organization whose business or assets you have acquired; and

(2) Containers (other than vehicles), materials, parts or equipment furnished in connection with such goods or products.

ii. Includes:

(1) Warranties or representations made at any time with respect to the fitness, quality, durability, performance or use of "your product" and

(2) The providing of or failure to provide warnings or instructions.

iii. Does not include vending machines or other property rented to or located for the use of others but not sold.

l. "Your work":

i. Means:

(1) Work or operations performed by you or on your behalf; and

(2) Materials, parts or equipment furnished in connection with such work or operations.

ii. Includes:

(1) Warranties or representations made at any time with respect to the fitness, quality, durability, performance or use of "your work"; and

(2) The providing of or failure to provide warnings or instructions.

THIS SCHEDULE CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

DIAMOND AUTO PREMIER ENDORSEMENT COVERAGE SCHEDULE

This Schedule is used in conjunction with the Business Auto Policy Declaration when the Business Auto Policy includes the Diamond Auto Premier Endorsement. This Schedule supplements the Business Auto Policy Declaration. This is a summary of the additional coverages provided by the Diamond Auto Premier Endorsement, for complete details on specific coverages consult the actual endorsement.

SECTION 1 – WHO IS AN INSURED EXTENSIONS AND ADDITIONAL INTEREST COVERAGES

Coverage Description	Coverage Enhancement
Subsidiaries As Insureds	Included
Newly Formed Or Acquired Organizations	Broadened
Employees As Insureds	Broadened
Hired Auto Liability For Employees	Included
Automatic Additional Interest	Included
Primary And Noncontributory	Included
Automatic Waiver Of Transfer Of Rights Of Recovery Against Others To Us	Included

SECTION 2 – LIABILITY EXTENSIONS AND ADDITIONAL COVERAGES

Coverage Description	Coverage Enhancement or Limit of Liability
Bodily Injury Coverage Extension – Mental Anguish	Broadened
Certain Trailers And Temporary Substitute Autos Coverage Extension	5,000 GVW
Coverage For Certain Operations In Connection With Railroads	Included
Covered Autos Mobile Equipment Coverage Extension	Included
Drive Other Car – Automatic Coverage For Executive Officers	Included
Expected Or Intended Injury Coverage Extension	Included
Family Emergency Travel Reimbursement	$400 per Day / $3,000 Maximum
Fellow Employee Coverage Extension	Included
Pollution Liability Additional Coverage *This additional coverage does not apply to "autos" garaged in Vermont if Vermont Changes form 19352 is attached to the policy.*	$10,000 per "Accident" / $10,000 Aggregate
Supplementary Payments – Bail Bonds Coverage Extension	$5,000
Supplementary Payments – Loss Of Earnings Per Day Coverage Extension	$1,000 per day

SECTION 3 – PHYSICAL DAMAGE EXTENSIONS AND ADDITIONAL COVERAGES

Physical Damage Extensions And Additional Coverages are only available for "autos" with Comprehensive or Specified Causes Of Loss, and Collision physical damage coverages.

Coverage Description	Coverage Enhancement or Limit of Liability
Airbag Coverage Additional Coverage	Included
Audio, Visual And Electronic Data Equipment Coverage Extension	$3,000

Auto Replacement Option	$2,500 per Auto / $5,000 per “Accident”
Business Interruption Additional Coverage	$10,000 per "Accident" / $20,000 Maximum
Deductible Waived – Multiple Policies With Us	Included
Deductible Waived – Collision Of Parked Auto	Included
Deductible Waived – Glass	Included
Fire Department Service Charge	$1,000 per “Accident”
Fire Extinguisher Recharge	Included
Hired Auto Loss Of Use	$3,500 Maximum
Hired Auto Physical Damage – Employee As Lessor	Included
Hired Auto Physical Damage Including Trailers	$125,000 Maximum
Loan/Lease Gap	Included
Lock Replacement Including Emergency Lock Out	$1,000 Maximum
Personal Property Coverages Personal Effects Personal Property Of Others Personal Property Used In Your Business	$5,000 per “Accident”
Replacement Cost – Private Passenger Autos	24 Months 24,000 Miles
Replacement Costs – Trucks Up To 20,000 GVW	12 Months 15,000 Miles
Transportation Expense Extension (Including Rental Reimbursement)	$2,500 Maximum
Towing Expense	$250 Private Passenger $750 All Other Vehicles
Vehicle Sign And Wrap Coverage	$2,000 Maximum Additional per “Accident”

SECTION 4 – CHANGES IN CONDITONS

Coverage Description	Coverage Enhancement
Duties In The Event Of Accident, Occurrence, Claim Or Suit	Broadened
Liberalization	Included
Unintentional Failure To Disclose Hazards / Concealment Misrepresentation Or Fraud	Broadened

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

DIAMOND AUTO PREMIER ENDORSEMENT

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

This endorsement is subject to the provisions applying to the Business Auto Coverage Form, except as described below.

SECTION 1 – WHO IS AN INSURED EXTENSIONS AND ADDITIONAL INTEREST COVERAGES

A. SECTION II – LIABILITY COVERAGE, Paragraph A. Coverage, 1. Who Is An Insured is changed by adding the following:

1. Subsidiaries As Insureds

Any legally incorporated subsidiary in which you own more than 50% of the voting stock on the effective date of this Coverage. However, the Named Insured does not include any subsidiary that is an "insured" under any other automobile policy or would be an "insured" under such a policy but for its termination or the exhaustion of its Limits of Insurance.

2. Automatic Insured Status for Newly Formed or Acquired Organizations

Any organization that is newly acquired or formed by you and over which you maintain majority ownership will qualify as a Named Insured if there is no other similar insurance available to that organization. However:

a. Coverage under this provision is afforded only until the 180th day after you acquire or form the organization or the end of the policy period, whichever is earlier; and

b. Coverage does not apply to:

(1) Newly formed or acquired joint ventures or partnerships;

(2) "Bodily injury" or "property damage" resulting from an "accident" that occurred before you formed or acquired the organization; and

(3) Any insured under any other automobile liability policy or would be an insured under such a policy but for the termination of coverage or the exhaustion of policy liability limits of insurance.

3. Employees as Insureds

Your "employees" are insureds while using a covered "auto" in your business or your personal affairs, provided you do not own, hire, or borrow that "auto".

4. Hired Auto Liability For Employees

An "employee" of yours is an "insured" while operating an "auto" hired or rented under a contract or agreement in that "employee's" name, with your permission, while performing duties related to the conduct of your business.

5. Automatic Additional Interest

Any person or organization whom you are required to add as an Additional Insured on this policy under a written contract or written agreement in effect on the date of the "accident"; and signed by all parties prior to the "accident".

This person or organization is an Additional Insured to the extent you are liable for an "accident" caused in whole or in part, using a covered "auto" being driven by you or any "insured".

B. Primary and Noncontributory – Other Insurance Condition

SECTION IV – BUSINESS AUTO CONDITIONS, Paragraph **B.5. Other Insurance Condition** is changed. The following is added to the and supersedes any provision to the contrary:

1. This insurance is primary to and will not seek contribution from any other insurance available to an Additional Insured under your policy provided that:

a. The Additional Insured is a Named Insured under such other insurance; and

b. 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.

2. Regardless of the written contract or written agreement between you and an Additional Insured, this insurance is excess over any other insurance whether primary, excess, contingent or any other basis for which the Additional Insured has been added as additional insured on other policies.

3. The most we will pay on behalf of the Additional Insured is the amount of insurance required in writing in a contract or agreement; or available under the applicable Limits of Insurance shown in the Declarations; whichever is less.

C. Automatic Waiver of Transfer of Rights of Recovery Against Others To Us

Paragraph **A.5. Transfer Of Rights Of Recovery Against Others To Us** of **SECTION IV – BUSINESS AUTO CONDITIONS** is changed with the addition of the following:

The Transfer of Rights Of Recovery Against Others To Us Condition does not apply to any person(s) or organization(s) for whom you are required to waive subrogation with respect to the coverage provided under this Coverage Form, but only to the extent that subrogation is waived:

1. Under a written contract or written agreement with such person(s) or organization(s); and

2. Prior to the "accident" or the "loss".

SECTION 2 – LIABILITY EXTENSIONS AND ADDITIONAL COVERAGES

A. Bodily Injury Coverage Extension – Mental Anguish

SECTION V – DEFINITIONS, C. "Bodily Injury" is deleted and replaced by the following:

"Bodily injury" means bodily injury, sickness or disease sustained by a person, including mental anguish and death sustained by the same person that results from such bodily injury, sickness, or disease. "Bodily injury" does not include mental anguish or death that does not result from bodily injury, sickness, or disease.

B. Certain Trailers And Temporary Substitute Autos Coverage Extension

SECTION I – COVERED AUTOS, Paragraph **C.1.** is changed by the following:

Gross Vehicle Weight Rating of 3,000 pounds is deleted and replaced with Gross Vehicle Weight Rating of 5,000 pounds.

C. Coverage for Certain Operations In Connection with Railroads

With regards to the use of covered "autos" in operations for or affecting a railroad:

1. **SECTION V – DEFINITIONS, H.** "Insured contract", **3.** is deleted and replaced by the following:

   3. An easement or license agreement;

2. **SECTION V – DEFINITIONS, H.** "Insured contract", **a.** is deleted.

D. Covered Autos Coverage Extension

If **SECTION 1 COVERED AUTOS** is provided as Symbol 1 Any "Auto" then any "auto" includes mobile equipment subject to compulsory or financial responsibility or other motor vehicle insurance law only.

Covered mobile equipment includes only those "autos" that are land vehicles and that would qualify under the definition of "mobile equipment" under this policy if they were not subject to a compulsory or financial responsibility law or other motor vehicle insurance law where they are licensed or principally garaged.

E. Drive Other Car – Automatic Coverage for Executive Officers

1. Changes in **SECTION II – COVERED AUTOS LIABILITY COVERAGE**

   a. If Covered Auto Liability, Auto Medical Payments, Personal Injury Protection, Comprehensive, Specified Causes of Loss, Collision, or Uninsured and Underinsured Motorist is shown in the Declarations for any private passenger or light truck type auto, then the same type of coverage is provided for Drive Other Car – Automatic Coverage for Executive Officer.

   b. Any "auto" you don't own, hire, or borrow is a covered "auto" while being used by any "executive officer" or by his or her spouse while a resident of the same household except:

      (1) Any "auto" owned by that "executive officer" or by any member of his or her household.

      (2) Any "auto" used by that "executive officer" or his or her spouse while working in a business of selling, servicing, repairing, or parking "autos".

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2. Changes in Auto Medical Payments and Uninsured and Underinsured Motorists Coverages

The following is added to Paragraph **A.1. Who Is An Insured:**

Any "executive officer" and his or her "family member" are "insureds" while "occupying" or while a pedestrian when being struck by any "auto" you don't own except:

Any "auto" owned by an "executive officer" or by any "family member".

3. Changes in **SECTION III – PHYSICAL DAMAGE COVERAGE**

Any private passenger type "auto" you don't own, hire, or borrow is a covered "auto" while in the care, custody, or control of any "executive officer" or his or her spouse while a resident of the same household except:

a. Any "auto" owned by that "executive officer" or by any member of his or her household.

b. Any "auto" used by that "executive officer" while working in a business of selling, servicing, repairing, or parking "autos".

4. Additional Definitions

As used for **Drive Other Car – Automatic Coverage for Executive Officers** the following definitions are added.

a. "Executive officer" means any person holding any of the officer positions created by your organization's governing document.

b. "Family member" means a person related to the "executive officer" by blood, marriage or adoption who is a resident of the "executive officer's" household, including a ward or foster child.

F. Expected or Intended Injury Coverage Extension

SECTION II – COVERED AUTOS LIABILITY COVERAGE, B.1. Exclusion is deleted and replaced with the following:

1. Expected Or Intended Injury

"Bodily injury" or "property damage" expected or intended from the standpoint of the "insured". But this exclusion does not apply to "bodily injury" or "property damage" resulting from the use of reasonable force to protect persons or property.

G. Family Emergency Travel Coverages

The following is added to Paragraph **A.2. Coverage Extensions** of **Section II – COVERED AUTO LIABILITY COVERAGE**

In addition to the Limit of Insurance, we will pay reasonable "travel expenses" incurred by a family member or associate of an "insured" or passenger who is injured in an "accident" involving a covered "auto", subject to the following conditions:

1. Regardless of the number of traveling family members or associates, injured "insureds" or passengers, claims made or vehicles involved in the "accident", the most we will pay for all "travel expenses" resulting from any one "accident" is the limit displayed on the Coverage Schedule.

2. Travel must be to visit the injured party at the medical or rehabilitation facility or in the event of death, to the location necessary to handle the immediate affairs of the deceased.

3. The limit shown on the Coverage Schedule is the most we will pay for the combined total expenses of room accommodations, meals, and parking for each family member or associate is the per day limit shown on the Coverage Schedule.

4. Subject to the maximum limit shown on the Coverage Schedule, we will reimburse ground transportation using a personal vehicle at the current rate (rate during your time of travel) set by the Federal government.

5. All "travel expenses" must be supported by written receipts submitted to us no later than one year from the date of the "accident".

"Travel expenses" mean only the following expenses: reasonable ground, rail or economy class air transportation; room accommodations; meals and parking expenses.

H. Fellow Employee Coverage Extension

SECTION II – COVERED AUTOS LIABILITY COVERAGE, B. Exclusions Paragraph **5. Fellow Employee** is deleted.

I. Pollution Liability Additional Coverage

1. SECTION II – COVERED AUTOS LIABILITY COVERAGE, B. Exclusions are changed as follows:

a. Paragraph **11.a. Pollution Exclusion** applies only to liability assumed under a contract or agreement.

b. With respect to the coverage afforded by Paragraph **1.a.** above, **Exclusion B.6. Care, Custody Or Control** does not apply.

2. Changes in **SECTION V – DEFINITIONS** for the purposes of this coverage, Paragraph **D.** of the Definitions Section is replaced by the following:

D. "Covered pollution cost or expense" means any cost or expense arising out of:

1. Any request, demand, order or statutory or regulatory requirement that any "insured" or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of "pollutants"; or

2. Any claim or "suit" by or on behalf of a governmental authority for damages because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying, or neutralizing, or in any way responding to or assessing the effects of "pollutants".

"Covered pollution cost or expense" does not include any cost or expense arising out of the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of "pollutants":

a. Before the "pollutants" or any property in which the "pollutants" are contained are moved from the place where they are accepted by the "insured" for movement into or onto the covered "auto"; or

b. After the "pollutants" or any property in which the "pollutants" are contained are moved from the covered "auto" to the place where they are finally delivered, disposed of, or abandoned by the "insured".

Paragraphs **a.** and **b.** above do not apply to "accidents" that occur away from premises owned by or rented to an "insured" with respect to "pollutants" not in or upon a covered "auto" if:

(1) The "pollutants" or any property in which the "pollutants" are contained are upset, overturned, or damaged as a result of the maintenance or use of a covered "auto"; and

(2) The discharge, dispersal, seepage, migration, release or escape of the "pollutants" is caused directly by such upset, overturn or damage.

3. The Aggregate Limit shown in the Coverage Schedule is the most we will pay for the sum of all damages and "covered pollution cost or expense" involving the insurance provided by this endorsement. The Aggregate Limit applies separately to each consecutive annual period and to any remaining period of less than 12 months, starting with the beginning of the Policy Period shown in the Declarations, unless the Policy Period is extended after the issuance for an additional period of less than 12 months. In that case, the additional period will be deemed part of the last preceding period for purposes of determining the Aggregate Limit.

4. This additional coverage does not apply to "autos" garaged in Vermont if **Vermont Changes** form **19352** is attached to policy.

J. Supplemental Payments

SECTION II – LIABILITY COVERAGE, A. Coverage, 2. Coverage Extensions, a. Supplementary Payments is changed by:

1. Replacing the $2,000 Limits of Insurance for bail bonds with the limits shown in the Coverage Schedule and;

2. Replacing the $250 Limits of Insurance for reasonable expenses with the limits shown in the Coverage Schedule.

SECTION 3 – PHYSICAL DAMAGE EXTENSIONS AND ADDITIONAL COVERAGES

Physical Damage Extensions and Additional Coverages are only available for "autos" with Comprehensive, Specified Causes of Loss, and Collision physical damage coverages. **SECTION III – PHYSICAL DAMAGE COVERAGE** is changed as follows:

A. Airbag Coverage

B. Exclusions, 3.a. is changed by adding the following:

The mechanical and electrical breakdown portion of this exclusion does not apply to the accidental discharge of an airbag.

This coverage for airbags is excess over any other collectible insurance or warranty.

B. Audio, Visual and Data Electronic Equipment

Limits of Insurance Paragraph **b.** is changed by deleting the $1,000 limit and replacing it with the limit shown in the Coverage Schedule.

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C. Auto Replacement Option

SECTION III – PHYSICAL DAMAGE COVERAGE A.4 Coverage Extension is changed to include the following:

1. In the event of a total “loss” to a combustion engine “auto” for which Comprehensive, Specified Causes of Loss, or Collision coverage are provided, the Physical Damage Coverages are changed by the following:

a. If a combustion engine covered “auto” is replaced with a “hybrid auto” or an “electric auto”, we will pay an additional 10% of the damaged or stolen auto’s actual cash value or replacement cost up to the per auto limit shown in the Coverage Schedule., whichever is less;

b. The damaged or stolen auto must be replaced and a copy of a bill of sale or lease agreement must be received by us within 60 calendar days of the date of “loss”; and

c. If more than one auto is damaged or stolen in any one “loss”, the most we will pay under this Coverage for any one “loss” is shown as the per accident limit on the Coverage Schedule.

D. Business Interruption Additional Coverage

1. Coverages

a. Business Income

We will pay for the actual loss of "business income" you sustain due to the necessary "suspension" of your "operations" during the "period of restoration". The "suspension" must be caused by direct and accidental loss or damage to "business property". The direct and accidental loss or damage must be caused by or result from a Covered Cause of Loss and must occur while such "business property" is located within the coverage territory.

b. Extra Expense

We will pay the actual and necessary "extra expense" you incur during the "period of restoration" due to direct and accidental loss or damage to "business property". The direct and accidental loss or damage must be caused by or result from a Covered Cause of Loss and must occur while such "business property" is located within the coverage territory.

c. Extended Business Income

If the necessary "suspension" of your "operations" produces a "business income" loss payable under this endorsement, we will pay for the actual loss of "business income" you incur during the period that:

(1) Begins on the date "business property" is actually repaired or replaced and "operations" are resumed; and

(2) Ends on the earlier of:

(a) The date you could restore your "operations", with reasonable speed, to the level which would generate the "business income" amount that would have existed if no direct and accidental loss or damage had occurred; or

(b) 60 consecutive days after the date determined in Paragraph **c.(1).** However, Extended Business Income Additional Coverage does not apply to loss of "business income" incurred as a result of unfavorable business conditions caused by the impact of the Covered Cause of Loss in the area where "business property" is normally used. Loss of "business income" must be caused by direct and accidental loss or damage to "business property" caused by or resulting from a Covered Cause of Loss.

d. Temporary Substitute And Newly Acquired Property

The coverage applicable to "business property" under this endorsement is extended to apply to:

(1) Property that is used as a temporary substitute for "business property", but only while such "business property" is out of service due to breakdown, repair, servicing, destruction, or direct and accidental loss or damage;

(2) Newly acquired property, other than temporary substitute property described in Paragraph **d.(1),** but only if it serves as a replacement for "business property".

2. Covered Causes Of Loss

With respects to Business Interruption coverage, the following Covered Causes of Loss apply:

a. Comprehensive, meaning any cause of direct and accidental loss or damage except:

(1) "Business property's" collision with another object; or

(2) "Business property's" overturn.

Comprehensive also includes direct and accidental loss or damage caused by falling objects, missiles or hitting a bird or animal.

b. Specified Causes of Loss, meaning direct and accidental loss or damage caused by:

(1) Fire, lightning or explosion;

(2) Theft;

(3) Windstorm, hail or earthquake;

(4) Flood;

(5) Mischief or vandalism; or

(6) The sinking, burning, collision or derailment of any conveyance transporting “business property

c. Collision, meaning direct and accidental loss or damage caused by:

(1) "Business property's" collision with another object; or

(2) "Business property's" overturn.

3. Exclusions

We do not provide Business Interruption Coverage under this endorsement:

a. When direct and accidental loss or damage is caused by or results from any of the following, regardless of any other cause or event that contributes concurrently or in any sequence to the direct and accidental loss or damage:

(1) Nuclear Hazard

The explosion of any weapon employing atomic fission or fusion; or Nuclear reaction or radiation, or radioactive contamination, however caused.

(2) War Or Military Action

(a) War, including undeclared or civil war;

(b) Warlike action by a military force, including action in hindering or defending against an actual or expected attack, by any government, sovereign or other authority using military personnel or other agents; or

(c) Insurrection, rebellion, revolution, usurped power, or action taken by governmental authority in hindering or defending against any of these.

b. When direct and accidental loss or damage to "business property" is caused by or results from "business property" being used in any professional or organized racing or demolition contest or stunting activity, or while practicing for such contest or activity. We also do not provide coverage under this endorsement while that "business property" is being prepared for such contest or activity.

c. When direct and accidental loss or damage is due and confined to:

(1) Wear and tear, freezing, mechanical or electrical breakdown.

(2) Blowouts, punctures, or other road damage to tires.

d. For any increase of "business income" loss caused by or resulting from the suspension, lapse or cancellation of any license, lease, or contract. But if the suspension, lapse or cancellation is directly caused by the "suspension" of "operations", we will cover such loss that affects your "business income" during the "period of restoration".

e. For any "extra expense" caused by or resulting from the suspension, lapse or cancellation of any license, lease, or contract beyond the "period of restoration".

f. For any other consequential loss.

4. Limits of Insurance

a. The most we will pay in any one occurrence for the total of all covered "business income" loss and "extra expense" is the limit provided in the Coverage Schedule, regardless of the number of premiums paid or claims made.

b. Payments made under Extended Business Income or Temporary Substitute And Newly Acquired Property will not increase the applicable Limits of Insurance.

5. Changes In Conditions

With respect to the coverage provided by this endorsement, the following conditions are added and replace any provisions to the contrary:

a. Appraisal

If we and you disagree on the amount of Net Income and operating expense or the amount of loss, either may make written demand for an appraisal. In this event, each party will select a competent and impartial appraiser. The two appraisers will select an umpire. If they cannot agree, either may request that selection be made by a judge of a court having jurisdiction. The appraisers will state separately the amount of Net Income and operating expense or amount of loss. If they fail to agree, they will submit their differences to the umpire. A decision agreed to by any two will be binding.

Each party will:

(1) Pay its chosen appraiser; and

(2) Bear the other expenses of the appraisal and umpire equally.

If there is an appraisal, we will still retain our right to deny the claim.

b. Duties In The Event Of Loss

If there is direct and accidental loss or damage to "business property", you must do the following:

(1) Give us or our authorized representative prompt notice of such loss or damage. Include a description of the "business property" involved.

(2) As soon as possible, give us or our authorized representative a description of how, when and where such loss or damage occurred.

(3) Promptly notify the police if "business property" or any of its equipment is stolen.

(4) Take all reasonable steps to protect "business property" from further damage and keep a record of your expenses necessary to protect "business property", for consideration in the settlement of the claim. Also, if feasible, set such property aside and in the best possible order for examination.

(5) As often as may be reasonably required, permit us to inspect "business property" and examine and make copies of your books and records.

(6) Agree to examinations under oath at our request and give us a signed statement of your answers.

(7) Send us a signed, sworn proof of loss containing the information we request to investigate the claim. You must do this within 60 days after our request. We will supply you with the necessary forms.

(8) Cooperate with us in the investigation or settlement of the claim.

(9) If you intend to continue your business, you must resume all or part of your "operations" as quickly as possible.

c. Other Insurance

(1) You may have other insurance subject to the same plan, terms, conditions, and provisions as the insurance provided under this endorsement. If you do, we will pay our share of the covered "business income" loss or "extra expense". Our share is the proportion that the applicable Limits of Insurance under this endorsement bears to the Limits of Insurance of all insurance covering on the same basis.

(2) If there is other insurance covering the same "business income" loss or "extra expense", other than that described in Paragraph **6.a.** above, we will pay only for the amount of covered "business income" loss or "extra expense" in excess of the amount due from that other insurance, whether you can collect on it or not. But we will not pay more than the applicable Limits of Insurance.

d. Loss Determination

(1) The amount of "business income" loss will be determined based on:

(a) The Net Income of your "operations" before the direct and accidental loss or damage occurred;

(b) The likely Net Income of your "operations" if no direct and accidental loss or damage had occurred, but not including any Net Income that would likely have been earned as a result of an increase in the volume of your "operations" due to favorable business conditions caused by the impact of the Covered Cause of Loss on customers or on other businesses;

(c) The operating expenses, including payroll expenses, necessary to resume "operations" with the same quality of service that existed just before the direct and accidental loss or damage; and

(d) Other relevant sources of information, including:

(i) Your financial records and accounting procedures;

(ii) Bills, invoices, and other vouchers; and

(iii) Titles, liens, or contracts.

(2) The amount of "extra expense" will be determined based on:

(a) All expenses that exceed the normal operating expenses that would have been incurred by "operations" during the "period of restoration" if no direct and accidental loss or damage had occurred. We will deduct from the total of such expenses:

(i) The salvage value that remains of any property bought for temporary use during the "period of restoration", once "operations" are resumed; and

(ii) Any "extra expense" that is paid for by other insurance, except for insurance that is written subject to the same plan, terms, conditions, and provisions as the coverage provided by this endorsement; and

(iii) Necessary expenses that reduce the "business income" loss that otherwise would have been incurred.

e. Resumption Of Operations

(1) We will reduce the amount of your "business income" loss, other than "extra expense", to the extent you can resume "operations", in whole or in part, by using any property.

(2) We will reduce the amount of your "extra expense" loss to the extent you can return "operations" to normal and discontinue such "extra expense".

(3) If you do not resume "operations", or do not resume "operations" as quickly as possible, we will pay based on the length of time it would have taken to resume "operations" as quickly as possible.

f. Loss Payment

We will pay for covered "business income" loss or "extra expense" within 30 days after we receive the sworn documentation addressed in Paragraph **b.(7)** if you have complied with all of the terms of this Coverage Part and:

(1) We have reached agreement with you on the amount of such loss; or

(2) An appraisal award has been made.

6. Additional Definitions

As used for **Business Interruption Coverage** the following definitions are added:

a. "Business income" means the:

(1) Net Income (Net Profit or Loss before income taxes) that would have been earned or incurred; and

(2) Continuing normal operating expenses incurred, including payroll.

b. "Business property" means any property necessary for your mobile business that is in or on a covered "auto" regardless if it is permanently installed, including:

(1) Electronic equipment;

(2) Supplies, furnishings, and equipment not permanently attached to covered "auto".

c. "Extra expense" means necessary expenses (other than the expense to repair or replace property) that you would not have incurred if there had been no direct and accidental loss or damage to "business property". "Extra expense" includes expenses which are incurred:

(1) To avoid or minimize the "suspension" of "operations" and to continue "operations";

(2) To minimize the "suspension" if you cannot continue "operations"; or

(3) For temporary use of other property.

d. "Operations" means your off premises or mobile business activities that are dependent on "business property".

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e. "Period of restoration" means the period of time that:

(1) Begins 72 hours after the time of direct and accidental loss or damage for Business Income Coverage, or immediately after the time of direct and accidental loss or damage for Extra Expense Coverage; caused by or resulting from a Covered Cause of Loss to "business property"; and

(2) Ends on the earlier of:

(a) The date when "business property" should be repaired or replaced with reasonable speed and similar quality; or

(b) The date when "operations" are resumed.

"Period of restoration" does not include any increased period required due to the enforcement of or compliance with any ordinance or law that: Regulates the use or repair of any property, or requires updated emissions controls or safety features which were not part of "business property" prior to the direct and accidental loss or damage; or requires anyone to test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of "pollutants". The expiration date of this Policy will not cut short the "period of restoration".

f. "Suspension" means the slowdown or cessation of your "operations".

E. Deductible Waived – Multiple Policies With Us For Same Named Insured

SECTION III – PHYSICAL DAMAGE COVERAGE, Paragraph **D.2.** is deleted and replaced with the following:

2. Regardless of the number of covered "autos" damaged or stolen, the maximum deductible applicable for all "loss", in any one event caused by:

a. Theft or mischief or vandalism; or

b. All perils,

will be the highest deductible applicable to those covered "autos".

If the application of the highest deductible is less favorable or more restrictive to the insured than the separate deductibles as applied in the standard form, the standard deductibles will apply.

F. Deductible Waived – Collision Of Parked Auto

SECTION III – PHYSICAL DAMAGE COVERAGE, Paragraph **D. Deductible** is changed by adding the following:

The deductible does not apply to "loss" caused by collision to such covered "auto" while it is:

1. In the charge of an "insured";

2. Legally parked; and

3. Unoccupied.

The total amount of the damage to the covered "auto" must exceed the deductible shown in the Declarations or Change Endorsement.

This provision does not apply to any "loss" if the covered "auto" is in the charge of any person or organization engaged in the automobile business.

G. Deductible Waived – Glass

SECTION III – PHYSICAL DAMAGE COVERAGE, Paragraph **D. Deductible** is changed by adding the following:

No deductible applies to glass damage, including repair or replacement.

H. Fire Department Service Charge

When the fire department is called to save or protect a covered "auto" its equipment, contents, or occupants from a covered "accident", we will pay the amount stated in the Coverage Schedule for your liability for fire department service charges:

1. Assumed by contract or agreement prior to loss; or

2. Required by local ordinance.

No deductible applies to this additional coverage.

I. Fire Extinguisher Recharge

We will pay the actual cost of recharging or replacing, whichever is less, fire extinguishers kept in your covered "auto" that are intentionally discharged in an attempt to extinguish a fire.

J. Hired Auto Loss Of Use

Changes in **SECTION III – PHYSICAL DAMAGE COVERAGE, Coverage Extension for Loss Of Use Expenses** in Paragraph **A.4.b.** is deleted and replaced by the following:

For Hired Auto Physical Damage we will pay expenses for which an "insured" becomes legally responsible to pay for loss of use of a vehicle rented or hired without a driver under a written rental contract or agreement. We will pay for the loss of use expenses if caused by:

(1) Other than collision only if the Declarations indicates that Comprehensive Coverage is provided for any covered "auto";

(2) Specified Causes Of Loss only if the Declarations indicates that Specified Causes Of Loss Coverage is provided for any covered "auto" or

(3) Collision only if the Declarations indicates that Collision Coverage is provided for any covered "auto".

However, the most we will pay under this coverage is the amount shown in the Coverage Schedule.

K. Hired Auto Physical Damage – Employee As Lessor

Changes in General Conditions

Section IV – Business Auto Conditions, 5. Other Insurance, b. is deleted and replaced by the following;

b. For Hired Auto Physical Damage Coverage the following are deemed to be covered "autos" you own:

(1) Any covered "auto" you lease, hire, rent or borrow; and

(2) Any covered "auto" hired or rented by your "employee" under a contract in that "employee's" name with your permission, while performing duties related to the conduct of your business.

However, any "auto" that is leased, hired, rented, or borrowed with a driver is not a covered "auto".

L. Hired Auto Physical Damage Including Trailers

If hired "autos" are covered "autos" for Liability Coverage, then Comprehensive, Specified Causes of Loss, and Collision Physical Damage coverages are provided under **SECTION III – PHYSICAL DAMAGE COVERAGE** for any "auto" you own, then Physical Damage coverage provided is extended to "autos" you hire or certain "trailers" with a registered Gross Vehicle Weight of 5,000 pounds or less designed primarily for travel on public roads, subject to the following:

1. The most we will pay for "loss" to certain hired "trailer" or hired "auto" is the limit displayed on the Coverage Schedule, or Actual Cash Value or Cost of Repair, whichever is smallest.

2. The deductible will be equal to the largest deductible applicable to any owned "auto" for that coverage or $1,000, whichever is less. Deductible does not apply to loss by fire or lightning.

3. Hired Auto Physical Damage coverage is excess over any other collectible insurance purchased by the insured.

4. Subject to the limit, deductible, and excess provisions we will provide coverage equal to the broadest coverage applicable to any covered "auto" you own under this policy.

M. Loan/Lease Gap Coverage

SECTION III – PHYSICAL DAMAGE COVERAGE C. Limits of Insurance is changed by the addition of the following:

In the event of a total "loss" to a covered "auto", of the private passenger or light truck type with an original loan or lease:

1. We will pay any unpaid amount due on the lease or loan for a covered "auto" less:

a. The amount paid under the Policy's Physical Damage Coverage; and

b. Any:

(1) Overdue lease or loan payments at the time of the "loss";

(2) Financial penalties imposed under the lease due to high mileage, excessive use or abnormal wear and tear;

(3) Security deposits, not returned by the lessor;

(4) Costs for extended warranties, Credit Life Insurance, Health, Accident or Disability Insurance purchased with the loan or lease; and

(5) Carry-over balances from previous loans or leases.

2. The **Other Insurance Condition** is changed for this coverage to add the following:

The insurance provided by this Loan/Lease Gap Coverage is excess over any other collectible insurance including but not limited to any coverage provided by or purchased from the lessor or any financial institution.

N. Lock Replacement Including Emergency Lock Out

We will reimburse you up to the limit displayed on the Coverage Schedule for reasonable expense incurred for the services of a locksmith to enter your covered "auto" subject to these provisions:

1. Your door key, electronic key or key entry pad has been lost, stolen, or locked in your covered "auto" and you are unable to enter such "auto", or

2. Your keyless entry device battery dies, and you are unable to enter such "auto" as a result, or

3. Your key, electronic key or key entry pad has been lost or stolen and you have changed the lock to prevent an unauthorized entry.

Original copies of receipts for services from a locksmith must be provided before reimbursement is payable.

O. Personal Property Coverages

Personal Effects
Personal Property Of Others
Personal Property Used In Your Business

Under **SECTION III – PHYSICAL DAMAGE COVERAGE – Coverage Extensions,** Paragraph **A.4.** the following is added:

1. We will extend the Comprehensive, Specified Causes of Loss, and Collision coverages that apply to a covered "auto" to "loss" of personal property contained in or on a covered "auto". This coverage extension is subject to the following:

a. Covered property is personal property owned by you, personal property owned by others, and personal property used in your business.

b. Comprehensive and Specified Causes of Loss coverages are extended only for "loss" because of fire, lightning, theft or attempted theft, if there are visible signs of someone breaking into the covered "auto". However, visible signs of someone breaking into the covered "auto" are not a requirement when the entire vehicle is stolen.

2. This coverage extension does not apply to:

a. Property that is covered by Audio, Visual and Electronic Data Equipment provided in **SECTION 3 – PHYSICAL DAMAGE EXTENSIONS AND ADDITIONAL COVERAGES** Paragraph **B.** or any other communication or electronic data devices;

b. Money or jewelry; and

c. Property specifically insured.

3. The most we will pay for "loss" in any one "accident" is the least of:

a. The actual cash value of the damaged or stolen property as of the time of the "loss".

b. The cost of repairing or replacing the damaged or stolen property with other property of like kind and quality; or

c. The limit displayed on the Coverage Schedule.

P. Replacement Cost – Private Passenger Autos

Under **SECTION III – PHYSICAL DAMAGE COVERAGE,** Paragraph **A. Coverage** the following is added:

1. In the event of a total "loss" to a covered "auto" you own of the private passenger type we will pay to replace such covered "auto", minus any applicable deductible shown in the Declarations, if:

a. Comprehensive, Specified Causes of Loss, and Collision coverages are provided for that "auto" at the time of "loss";

b. The total "loss" occurs within the number of months shown on the Coverage Schedule after you become the original owner of that "auto" and

c. The mileage shown on the odometer of that "auto" at the time of the "loss" is less than the number of miles shown on the Coverage Schedule.

2. The following is added to Paragraph **C.** Limits of Insurance:

a. The most we will pay will be the amount to replace a covered "auto" of the private passenger type for the same make, model, trim level, and equipment or an equivalent.

If a new vehicle with the same make, model, trim level and equipment or an equivalent is not available, our limit of liability will be the amount to replace the covered "auto" with a new vehicle that is:

(1) Similar in class, body type, size, and equipment; and

(2) Similar in price to the price you paid for the covered "auto" that is being replaced but not to exceed an amount equal to 110% of the Manufacturer's Suggested Retail Price (MSRP) of the covered "auto" being replaced.

b. No one will be entitled to receive duplicate payments for the same elements of "loss" under this endorsement and **SECTION III – PHYSICAL DAMAGE COVERAGE.**

Q. Replacement Costs – Trucks Up To 20,000 GVW

Under **SECTION III – PHYSICAL DAMAGE COVERAGE,** Paragraph **A. Coverage** the following is added:

1. In the event of a total "loss" to a covered "auto" you own of the truck type with a Gross Vehicle Weight less than 20,000 pounds, we will pay to replace such covered "auto", minus any applicable deductible shown in the Declarations, if:

a. Comprehensive, Specified Causes of Loss, and Collision coverages are provided for that "auto" at the time of "loss";

b. The total "loss" occurs within number of months shown on the Coverage Schedule after you become the original owner of that "auto" and

c. The mileage shown on the odometer of that "auto" at the time of the "loss" is less than the number of miles shown on the Coverage Schedule.

2. The following is added to Paragraph **C.** Limits of Insurance:

a. The most we will pay will be the amount to replace a covered "auto" of the truck type with a Gross Vehicle Weight of less than 20,000 pounds for the same make, model, trim level, and equipment or an equivalent.

If a new truck with the same make, model, trim level and equipment or an equivalent is not available, our limit of liability will be the amount to replace the covered "auto" with a new vehicle that is:

(1) Similar in class, body type, size, and equipment; and

(2) Similar in price to the price you paid for the covered "auto" that is being replaced but not to exceed an amount equal to 110% of the Manufacturer's Suggested Retail Price (MSRP) of the covered "auto" being replaced.

b. No one will be entitled to receive duplicate payments for the same elements of "loss" under this endorsement and **SECTION III – PHYSICAL DAMAGE COVERAGE.**

R. Transportation Expense Extension (Including Rental Reimbursement)

SECTION III – PHYSICAL DAMAGE COVERAGE, Paragraph **A.4.a. Transportation Expenses** is deleted and replaced with the following:

1. We will pay for transportation expense incurred by you because of a "loss" of a covered "auto" of the private passenger, light truck type, or medium truck type. We will pay only for those covered "autos" for which you carry Comprehensive, Specified Causes of Loss, and Collision coverages.

2. We will pay for transportation expenses incurred during the period beginning 24 hours after the covered "loss" and ending, regardless of the Policy's expiration, when the covered "auto" is returned to use or we pay for its "loss".

3. If the temporary transportation expenses you incur arise from your rental of an "auto" of the private passenger or light truck type, the most we will pay is the amount it costs to rent an "auto" of the private passenger or light truck type which is of like kind and quality as the covered "auto" subject to the maximum limit on the Coverage Schedule.

4. A per day limit and deductible do not apply to this coverage.

S. Towing And Labor

SECTION III – PHYSICAL DAMAGE COVERAGE, Paragraph **A.2.** is deleted and replaced by the following:

1. We will pay for towing and labor cost incurred subject to the following:

a. Up to the limit shown on the Coverage Schedule each time a covered "auto" of the private passenger type is disabled; or

b. Up to the limit shown on the Coverage Schedule each time a covered "auto" other than private passenger type is disabled.

2. The labor must be performed at the place of disablement.

3. This coverage extension is in addition to any limit shown on the Declarations for Towing and Labor.

T. Vehicle Sign and Wrap Coverage

SECTION III – PHYSICAL DAMAGE COVERAGE Paragraph **4.** is changed to add the following:

1. We will pay with respect to a covered "auto" for "loss" to automobile customization which includes special carpeting and insulation, height - extended roofs and custom murals, paintings, vinyl wraps or other details or graphics.

2. Our limit of liability for "loss" to automobile customizations in any one "accident" will be valued at replacement cost minus the actual cash value up to an additional $2,000.

This Coverage Extension does not apply to electronic equipment.

SECTION 4 – CHANGES IN CONDITIONS

A. Changed Duties In The Event Of Accident, Occurrence, Claim Or Suit

The requirement in **SECTION IV – BUSINESS AUTO LOSS CONDITIONS** Paragraph **A.2.a. – DUTIES IN THE EVENT OF ACCIDENT, CLAIM, SUIT OR LOSS – of SECTION IV – BUSINESS AUTO CONDITIONS** that you must notify us of an "accident" applies only when the "accident" is known to:

1. You, if you are an individual;
2. A partner, if you are a partnership; or
3. An executive officer or insurance manager, if you are a corporation.

B. Liberalization

If we revise this endorsement to provide more coverage without additional premium charge, your policy will automatically provide the additional coverage as of the day the revision is effective in your state.

C. Unintentional Failure To Disclose Hazards / Concealment Misrepresentation Or Fraud

SECTION IV – BUSINESS AUTO CONDITIONS, Paragraph **B.2.** is changed to add the following:

However, if you should unintentionally mispresent or conceal information to us at any time, we will not deny coverage under this policy based on this unintentional error or omission.

This provision does not affect our right to cancel or non-renew your coverage or collect additional premium for any added exposures.

FEIN: 844625971

Gibson Construction Services, LLC
10330 Ben Hamilton Road
Grand Bay, AL 36541

The Provider: ALABAMA WORKERS' COMPENSATION SELF-INSURANCE FUND (AlaCOMP)

WORKERS' COMPENSATION AND EMPLOYERS' LIABILITY INSURANCE POLICY WC 00 03 13

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 to benefit anyone not named in the Schedule.

Waiver of subrogation as required by written contract

Schedule

Blanket Waiver

Exhibit H

Gibson Construction Services, LLC	
Entity ID Number	000-588-463
Entity Type	Domestic Series Limited Liability Company
Principal Address	Not Provided
Principal Mailing Address	Not Provided
Status	Exists
Place of Formation	Mobile County
Formation Date	09/18/2019
Registered Agent Name	GIBSON, JAMES M
Registered Office Street Address	10330 BEN HAMILTON ROAD GRAND BAY, AL 36541
Registered Office Mailing Address	10330 BEN HAMILTON ROAD GRAND BAY, AL 36541
Nature of Business	
Organizers	
Organizer Name	GIBSON, JAMES M
Organizer Street Address	5289 WALTER LEE CIRCLE E GRAND BAY, AL 36541
Organizer Mailing Address	5289 WALTER LEE CIRCLE E GRAND BAY, AL 36541
Annual Reports	
Report Year	2020 2021 2022 2023
Transactions	
Transaction Date	09/27/2019
Miscellaneous Filing Entry	New Entity Effective 09-18-2019 16:03
Transaction Date	03/20/2025
Agent Mailing Address Changed From	GIBSON, JAMES M 5289 WALTER LEE CIRCLE E GRAND BAY, AL 36541
Transaction Date	03/20/2025
Registered Agent Changed From	GIBSON, JAMES M 5289 WALTER LEE CIRCLE E GRAND BAY, AL 36541
Scanned Documents	
Purchase Document Copies	
Document Date / Type / Pages	09/27/2019 Certificate of Formation 3 pgs.
Document Date / Type / Pages	03/20/2025 Registered Agent Change 2 pgs.

BID TABULATION
ARCHITECTUAL ENGINEERING DEPARTMENT

DISTRICT NUMBER N/A
Project Manager: Jody Russell
PROJECT NUMBER: PD-052A-24
Consultant: N/A

PROJECT NAME: MPD Mounted Unit - Grand Bay Upgrades - Fencing

BID OPENING DATE: 4/15/2026 TIME: 2:30pm

LOCATION: Government Plaza Multipurpose Room

Present:
☐ Carleen Stout-Clark ☐ Lisa Lambert ☐ Consultant
☑ Archinique Kidd ☑ Lana Gauthier ☑ Project Manager
☑ Marilyn Bullard ☐ Tiereney Leverette ☑ Dru Bishop

Number of Bids Received: 1

NUMBER OF ADDENDA: Three

Bidders	Bid Guaranty/Security	Addenda Acknowledged	Supplier Diversity Plan	Base Bid	Contingency	Total Base Bid	Alternate #1	Alternate #2	Alternate #3	Remarks
Gibson Construction Services, LLC	X	X	X	$55,955.00	$10,000.00	$65,955.00	$30,290	$33,833	$19,569	unit price $1035

Exhibit I

PROJECT MANUAL

FOR

MPD Mounted Unit – Grand Bay Upgrades – Fencing

6160 Gaston Loop Drive
Grand Bay, Alabama 36541

Project #PD-052A-24

March 25, 2026

City of Mobile
Architectural Engineering Department
205 Government Plaza
P.O. Box 1827
Mobile, Alabama 36633-1827

Bid Date: April 15, 2026

INDEX TO DOCUMENTS

SECTION DOCUMENT NAME

DIVISION 0 BIDDING AND CONTRACT REQUIREMENTS

Section 00100 Invitation to Bid
Section 00200 Instructions to Bidders
AIA Documents A701
Section 00300 Supplementary Instructions to Bidders
Section 00400 Bid Form
Sales Tax Form C-3A
Office of Supplier Diversity Subcontracting and Major Supplier Plan
Section 00500 Standard Services Agreement Between City of Mobile and Contractor
For A Stipulated Sum (Hereinafter “Agreement”)
Section 00600 Bonds, Certificates and Affidavits
Performance Bond (Owner’s modified form)
Labor and Material Payment Bond (Owner’s modified form)
Application and Certificate for Payment
AIA Document G702 and
AIA Document G703 with DBE Utilization Report
Certificate of Substantial Completion
AIA Document G704
Contractor’s Affidavit of Payment of Debts and Claims
AIA Document G706
Contractor’s Affidavit of Release of Liens
AIA document G706A
Consent of Surety to Final Payment
AIA Document G707
Request for Taxpayer Identification Number and Certification, W-9 Form,
and City of Mobile Vendor Information Form
Certificate of Insurance and Endorsements (Sample)
E-Verify Documentation (Sample)

Section 00700 General Conditions of the Contract for Construction –
AIA Documents A201 (with Owner’s modifications)

Summary of Work: Exhibit “A”

DIVISION 1 GENERAL REQUIREMENTS

Section 01010 Summary of Work
Section 01210 Allowances
Section 01220 Unit Prices
Section 01230 Alternative Bid Items
Section 01310 Project Management & Co-ordination
Section 01320 Construction Progress Documentation
Section 01330 Submittal Procedures
Section 01635 Substitution Procedures
Section 01700 Execution Requirements
Section 01770 Close out Procedures
Section 017839 Project Record Documents
Section 017823 Operation and Maintenance Data

DIVISION 2 SITEWORK
DIVISION 3 CONCRETE
DIVISION 4 MASONRY
DIVISION 5 METALS
DIVISION 6 WOOD AND PLASTIC

Section 061063 Exterior Rough Carpentry

DIVISION 7 THERMAL AND MOISTURE PROTECTION
DIVISION 8 DOORS AND WINDOWS
DIVISION 9 FINISHES
DIVISION 10 SPECIALTIES
DIVISION 11 EQUIPMENT
DIVISION 12 FURNISHINGS
DIVISION 13 SPECIAL CONSTRUCTION
DIVISION 32 EXTERIOR IMPROVEMENTS

Section 32 31 00 Fences

DRAWINGS

A01 Fence Survey Site Plan
A02 Fence Site Plan Detail
A03 Fence Details

SECTION 00100
INVITATION TO BID

You are invited to submit a sealed bid for construction of the following facility:

PROJECT NAME:	MPD Mounted Unit - Grand Bay Upgrades - Fencing
PROJECT LOCATION:	6160 Gaston Loop Road Grand Bay, AL 36541
PROJECT NUMBER:	PD-052A-24

1 BID DATE:

A. Sealed Bids will be received and clocked in until 2:15 PM local time, Wednesday, the 15th day of April 2026. Bidders shall insert sealed Bids into a receptacle, marked "City of Mobile Bids", located in the elevator lobby outside the office of the City Clerk Office, 9th Floor South Tower, Government Plaza, 205 Government Street, Mobile, Alabama 36602.

B. All Bids not clocked in at the City Clerk's Office prior to the time specified, or Bids received after the specified time, will be automatically rejected and returned immediately, unopened.

C. Bids will be publicly opened and read at 2:30 PM local time, in the Atrium Lobby of Government Plaza.

2 SPECIFICATIONS AND DRAWINGS:

A. Specifications and Drawings are on file and may be examined and obtained from the following location: https://www.cityofmobile.org/bids/

B. Bidders shall use complete sets of Bid Documents in preparing their bid. Neither the Owner nor Architect/Engineer assumes responsibility for errors or misinterpretations resulting from the use of incomplete sets of Bid Documents.

C. Addenda will be issued on the bid website.

D. This is a tax-exempt project and shall be certified by the requirements of the Alabama Department of Revenue. Bidders shall NOT include sales and use taxes with their bid amounts. Bidders shall complete the Sales Tax Form C-3A and include it as an attachment to their Bid Form (see Section 00400).

E. Bidders must be pre-qualified before submitting a bid (see Section 01400 for requirements).

F. Product Substitutions must be pre-approved before the bid (see Section 01400 for requirements).

G. Subcontractors must be pre-qualified before submitting a bid (see section 01400 for requirements).

3 BID SURETY: Required on Bids $10,000.00 or more

A. A Cashier's Check drawn on a bank registered to do business in the State of Alabama and which is a member of the Federal Deposit Insurance Corporation, or a Bid Bond payable to Owner, City of Mobile, in the amount of 5% of the Base Bid, but in no event more than $10,000.00 is required to accompany Bid.

B. Bid Bond must be issued by a Surety licensed to do business in the State of Alabama. Bidder shall require the attorney in fact who executes the required bonds on behalf of the surety to affix to the bond a certified and current copy of the power of attorney.

C. No Bid may be modified, withdrawn, or canceled for a period of sixty (60) days after the time designated above for receipt of bids.

D. The City of Mobile will have sixty (60) days from the bid opening date to award contract.

4 SURETY QUALIFICATIONS:

A. A Surety authorized to do business in the State of Alabama must issue Bonds.

B. If the Base Bid is $50,000 or more, the Surety must have a minimum rating of A/Class VI as reported by the latest issue of Best Key Rating Guide Property-Casualty published by Alfred M. Best Company, Inc.

5 IRREGULARITIES AND REJECTION:

A. The City of Mobile reserves the right to waive irregularities in the Bid and in Bidding, and to reject any or all Bids.

6 BIDDER QUALIFICATIONS:

A. Bids for Work costing $50,000 or more must be licensed pursuant to current Alabama law and of classifications compliant with the State of Alabama Licensing Board for General Contractors. Note that if the contract amount is $50,000 or greater, both a Performance Bond and a Labor and Material Payment Bond shall be required. **Before Bidding, Contractor shall verify their license classification of their General Contractors license with the State of Alabama Licensing Board for General Contractors to verify classification is acceptable to perform 51% of the Scope of Work.**

B. In case of a joint venture of two or more Contractors, the amount for the bid shall be within the maximum bid limitations as set by the State of Alabama Licensing Board for General Contractors of at least one of the partners to the joint venture.

7 NON-RESIDENT CONTRACTORS:

A. Except for contracts funded in whole or part with funds received from a federal agency, preference shall be given to resident Contractors on the same basis as the nonresident Contractor's state awards contracts to Alabama Contractors bidding in similar circumstances.

B. Nonresident Bidders shall, prior to submitting a bid, be registered with the Alabama Secretary of State and the Alabama Department of Revenue. Provide the Secretary of State Business "Entity ID Number" on the Bid Form in the space provided.

8 PRE-BID CONFERENCE:

A. A Mandatory Pre-Bid Conference shall be held on April 7, 2026, **at the MPD Mounted Unit Facility, 6160 Gaston Loop Drive, Grand Bay, Alabama 36541**, at 9:00 AM local time. Contractors shall not park on the gravel driveway. Parking will take place past the fields in the open grass area to the left. The conference will include a walkthrough of the site location. Contractors are required to have a representative present and sign-in to submit a bid. Contractors shall view and verify all existing conditions during the Mandatory Pre-Bid Meeting. No additional site visits are scheduled but may be arranged with the Project Manager upon request. No unscheduled visits are allowed due to facility function and type.

B. Minutes of this conference will be made as an Addendum for the project.

9 BID SUBMITTAL:

A. Bids must be submitted on copies of the Bid Forms furnished in the bidding documents.

B. Bid, with Bid Security, Sales Tax Form C-3A, City of Mobile Subcontracting and Major Supplier Plan and other supporting data specified, shall be contained in a sealed, opaque envelope, approximately 9x12 inches or larger and be marked on the outside with the words "**SEALED BID FOR MPD Mounted Unit – Grand Bay Upgrades – Fencing - PROJECT NUMBER: PD-052A-24".**

C. The Bid envelope shall be clearly addressed to the Owner as indicated on the Bid Form and include the bid date, the name, address and State License number and classification of the Bidder issued by the State of Alabama Licensing Board for General Contractors.

D. All Bids of $50,000 or more must include the bidder's State of Alabama General Contractor's License information written on the outside of the bid envelope. Any bid submitted without such license information may be rejected and returned to the bidder unopened.

E. In addition, in large letters on both front and back of envelope, write the following: **DO NOT OPEN UNTIL TWO-THIRTY PM, APRIL 15, 2026**.

F. For a bid to be valid it shall be delivered at designated location prior to time and date for receipt of Bids indicated in INVITATION TO BID, or prior to any extension thereof issued to Bidders. After that time no Bid will be received or withdrawn.

G. When sent by mail, preferably special delivery, express service, or registered mail, the sealed Bid, marked as indicated above, shall be enclosed in another envelope for mailing such that the exterior mailing container or envelope may be opened without revealing the contents of the Bid. It is the Contractors responsibility to assure delivery of the bid to the City Clerk's Office prior the time and date established.

10 EQUAL OPPORTUNITY:

A. The City of Mobile, Alabama is an Equal Opportunity Employer and requires that all Contractors comply with the Equal Employment Opportunity laws and the provisions of the Bid Documents in this regard.

B. The City of Mobile also encourages and supports the utilization of Minority Business Enterprises on these and all other publicly solicited Bids and shall be in compliance with the City of Mobile's Minority Utilization Plan as adopted by the City Council.

C. Contractor shall provide an appropriately completed copy of the "City of Mobile Subcontracting and Major Supplier Plan" in the envelope with their Bid Form. Form shall document DBE Subcontractors participating in the project and, should the total % of DBE participation not meet the 15% minimum, all efforts to obtain DBE Subcontractors shall be documented on or attached to the DBE Form when submitted. During construction, contractors are required to submit a "DBE Utilization Report" with every Pay Application.

D. Contractors should contact the City of Mobile, Small Business Development Manager for assistance with DBE Subcontractor information and any questions regarding the DBE Compliance Forms. Contact Archnique Kidd at 251-208-7967.

E. A Directory of DBE Vendors can be found at the following location: https://workwith.cityofmobile.org/

11 ADDITIONAL BIDDING PROCEDURES:

A. Refer to the complete information in the Bid Documents prior to submitting a bid. Additional Bidding Procedure information is contained therein, particularly in the specification Section 00200 "Instructions to Bidders - AIA Document A701" and in the specification Section 00300 "Supplementary Instructions to Bidders".

12 STATE OF ALABAMA IMMIGRATION ACT

"The State of Alabama, under the Beason-Hammon Alabama Taxpayer and Citizen Protection Act, Act No. 2011-535, Alabama Code Section 31-13-1, et. Seq., requires:

A. That the Contractor shall be enrolled in the E-Verify Program, shall participate in that Program during the performance of the contract, and shall verify the immigration status of every employee who is required to be verified, according to the applicable federal rules and regulations; and

B. That it will attach to the contract the company's documentation of enrollment in E-Verify.

C. The subcontractor must also enroll in the E-Verify Program prior to performing any work on the contract and shall attach to its sworn affidavit documentation establishing that the subcontractor is enrolled in the E-Verify Program.

13 PUBLIC CONTRACTS WITH ENTITIES ENGAGING IN CERTAIN BOYCOTT ACTIVITIES

A. By signing this contract, Contractor further represents and agrees that it is not currently engaged in, nor will it engage in, any boycott of a person or entity based in or doing business with a jurisdiction with which the State of Alabama can enjoy open trade.

16 SECRETARY OF STATE

A. The contractor must also provide documentation of being enrolled in the Alabama Secretary of State Business Identity Records within submitted bidding documentation.

END OF SECTION 00100

SECTION 00200

INSTRUCTIONS TO BIDDERS

THE ATTENTION OF ALL BIDDERS IS CALLED TO THE FOLLOWING INSTRUCTIONS AND CONDITIONS:

I. BIDDING DOCUMENTS:

A. Bidders may obtain complete sets of Bid Documents and Specifications (Project Manual) from the Department of Architectural Engineering as listed in the Invitation to Bid.

B. Bidders shall use the complete set of documents in preparing their bid. The City of Mobile assumes no responsibility for errors or misinterpretations resulting from use of an incomplete set of documents.

2. INTERPRETATION OF BID DOCUMENTS:

A. Bidders shall carefully study and compare the Bidding Documents and compare various components of the Bidding Documents with each other, shall examine the site and local conditions and shall at once report to the Project Manager any errors, inconsistencies or ambiguities discovered.

B. Bidders requiring clarification or interpretation of the Bidding Documents shall make a written request to the Project Manager by 3:00 PM at least five (5) calendar days prior to the date for receipt of Bids. E-mail requests are required and should be addressed to jody.russell@cityofmobile.org

C. Interpretations, corrections and changes to the Bidding Documents will be made by a formal, written Addendum. Interpretations, corrections and changes to the Bidding Documents made in any other manner will not be binding, and Bidders shall not rely on them.

D. Any discrepancy not resolved prior to Bidding shall be bid by the Contractor to provide for the most costly and/or restrictive interpretation of the documents.

3. BIDDING PROCEDURES:

A. No Bid will be considered unless made out and submitted on a copy of the Bid Form as set forth by the Bid Documents.

B. All blanks on the Bid Form shall be legibly executed in a non-erasable medium.

C. Sums shall be expressed in both words and figures. In case of discrepancy, the amount written in words shall govern.

D. Interlineations, alterations and erasures must be initialed by the signer of the Bid.

E. All requested Alternates, Unit Prices and Allowances shall be bid as indicated on the Bid Form and the Bid Documents.

F. Addenda shall be considered as a part of the Bid Documents and those issued prior to the opening of Bids shall be acknowledged on the Bid Form and any adjustment in cost shall be included in the Contract Sum.

4. BID SECURITY:

A. A Cashier's Check drawn on a bank registered to do business in the State of Alabama and which is a member of the Federal Deposit Insurance Corporation or Bid Bond payable to Owner, City of Mobile, in the amount of 5% of the Base Bid, but in no event more than $10,000.00, must accompany bid. By submitting a Bid Security, the Bidder pledges to enter into a Contract with the City of Mobile on the terms stated in the Bid, and will, if required, furnish bonds covering faithful performance of the Contract and required insurance certificate. Should the Bidder refuse to enter into such Contract or fail to furnish such bonds or insurance or any other required document, the amount of the Bid security shall be forfeited to the Owner as liquidated damages, not as a penalty.

B. Bid Bond shall be valid for a minimum of sixty (60) days from the date of the Bid. The Owner reserves the right to retain the security of all Bidders until the successful Bidder enters into the Contract or until (60) days after Bid opening, whichever is sooner.

C. Bonds must be issued by a Surety licensed to do business in the State of Alabama. If the project cost is more than $50,000.00 the Surety must have a minimum rating of A/Class VI as reported by the latest issue of Best's Key Rating Guide Property-Casualty published by Alfred M. Best Company, Inc.

D. Power of Attorney is required for all Bonds.

5. EXAMINATION OF DOCUMENTS AND SITE WORK:

A. Before submitting a Bid, Bidders should carefully examine the Bid Documents, visit the site of the Work, including attendance at the MANDATORY Pre-Bid conference, fully inform themselves as to existing conditions and limitations, and include in the Bid a sum to cover the cost of all items included in the Contract and necessary to perform the Work. The submission of a Bid will be considered as conclusive evidence that the Bidder has made such examination.

6. SUBMISSION OF BIDS:

A. Bid, with Bid Security, Sales Tax Form C-3A, and other supporting data specified, shall be contained in a sealed, opaque envelope, approximately 9x12 inches or larger and be marked on the outside with the words "SEALED BID FOR MPD Mounted Unit Facility – Fence Replacement & Miscellaneous Improvements", the Bid Date, and Contractor's name, address, and City of Mobile Business License number. And, if bidding in an amount of $50,000 or

greater, the State of Alabama General Contractor's License number and classification of the Bidder issued by the State of Alabama Licensing Board for General Contractors shall be written on the envelope.

B. Bids shall be deposited at the designated location prior to the time and date for receipt of Bids. Bids received after the time and date specified in the Invitation to Bid, or as modified by Addendum, will not be considered. Late Bids will be returned to the Bidder unopened.

C. The Bidder shall assume full responsibility for timely delivery at the location designated for receipt of Bids.

D. Oral, telephonic, facsimile or other electronically transmitted bids will not be considered.

7. MODIFICATION OR WITHDRAWAL OF BIDS:

A. A Bid may not be modified, withdrawn, or canceled by the Bidder for a period of sixty (60) days following the time and date designated for receipt of bids, and each Bidder so agrees in submitting a Bid.

8. CONSIDERATION AND AWARD OF BIDS:

A. At the discretion of the City, the properly identified Bids received on time will be publicly opened and will be read aloud.

B. The City shall have the right to reject any and all Bids. A Bid not accompanied by a required Bid security or a Bid which is in any way incomplete or irregular is subject to rejection.

C. It is the intent of the City to award a Contract to the lowest qualified Bidder provided the Bid has been submitted in accordance with the requirements of the Bidding Documents and does not exceed the funds available. The City shall have the right to waive informalities and irregularities in a Bid received and to accept the Bid which, in the City's judgment, is in the City's best interest.

D. The award shall be based on the lowest Total Bid for the Base Bid and any allowances, plus any alternates that may be accepted, as listed on the Bid Form.

9. PROOF OF COMPETENCY OF BIDDER:

A. Bidders may be required to furnish evidence satisfactory to the City of Mobile that they have sufficient means and experience in the types of work called for to assure the completion of the Contract in a satisfactory manner.

10. SIGNING OF CONTRACT:

A. The Standard Agreement between the City of Mobile and the Contractor, included herein, shall serve as the Agreement between the City and the Contractor.

B. The Bidder to whom the Contract is awarded shall, within ten (10) calendar days of receiving the Contract Forms, properly execute and deliver to the Owner, the following items with the signed Agreement:
   (1). Performance Bond and Labor and Material Payment Bond (originals);
   (2). Certificate of Insurance (original) with endorsements to City of Mobile;
   (3). Evidence of enrollment in the E-Verify program.
   (4). Other documentation as required by the Contract Documents.

C. Failure or refusal to sign the Agreement or to provide Certificates of Insurance in a form satisfactory to the City of Mobile, E-Verify verification, or other required documentation, shall subject the Bidder to immediate forfeiture of Bid Security.

D. On all documents: City of Mobile Business License, the Alabama Secretary of State Business Identity, the Alabama Secretary of State Certificate of Authority (out of state contractors), E-verify documentation, and ACORD Insurance Form, the Contractors name shall be EXACTLY the same.

11. NONDISCRIMINATION:

A. Contractor shall comply with all Federal, State and local laws concerning discrimination, including Section 14.1 and Section 14.2, Code of the City of Mobile, adopted December 10, 1991.

12. AMERICANS WITH DISABILITIES ACT (ADA):

A. Bidders shall comply with the provisions of the Americans with Disabilities Act (ADA) of 1990 which prohibits discrimination against individuals with disabilities.

13. USE OF DOMESTIC PRODUCTS:

A. Section 39-3-1, Alabama Code, 1975, provides that the Contractor agree, in the execution of this Contract, to use materials, supplies and products manufactured, mined, processed or otherwise produced in the United States or its territories, if available at reasonable prices, and that breach of this Agreement by the Contractor shall result in the assessment of liquidated damages in an amount not less than $500.00 nor more than twenty (20) percent of gross amount of the Contract Price.

14. NON-RESIDENT (OUT OF STATE) CONTRACTORS:

A. Preference to Resident Contractors: Section 39-3-5, Code of Alabama, 1975, provides that a non-resident (out of State) bidder domiciled in a state which grants a preference to local Contractors is to be awarded a public contract on the same basis as the non-resident bidder's state awards contracts to Alabama bidders. Alabama bidders are given a preference to the same extent that a non-resident bidder receives a preference in his home state. A non-resident bidder must include with any written bid documents a written opinion of an

attorney licensed to practice in the non-resident bidder's state declaring what preferences, if any, exists in the non-resident's state.

B. Certificate of Authority: All non-resident (out of State) corporations must register with the Secretary of State and obtain a Certificate of Authority before doing business in the State of Alabama. Out of state Bidders should register and secure the required Certificate before submitting a Bid. The account number shall be included on the Bid Form.

15. ALABAMA IMMIGRATION ACT:

A. The State of Alabama Immigration Law (Act No. 2011-535 as amended by Act No. 2012-491), requires that Contractors not violate federal immigration law or knowingly employ, hire for employment, or continue to employ an unauthorized alien within the State of Alabama. In addition, Contractors are required to enroll in the federal E-Verify program and submit verification of enrollment to the City of Mobile within ten (10) days of receiving the contract forms (see Section 00600).

16. CITY OF MOBILE BUSINESS LICENSE:

A. A City of Mobile Business License is required and must be current at time of contract award and throughout contract period.

17. CITY OF MOBILE CONTRACTOR'S BUSINESS LICENSE:

A. A City of Mobile Contractor's Business License is required and must be current at time of contract award and throughout contract period.

B. Contractor must qualify and post a $10,000 surety bond with the Land Use/Code Administration Department before a Contractor's Business License will be issued by the Revenue Department. Information on the City Contractor's License may be obtained by writing or calling:

Land Use/Code Administration
P.O. Box 1827
Mobile, Alabama 36633-1827
Phone: 251-208-7421

Revenue Department
P.O. Box 1827
Mobile, Alabama 36633-1827
Phone: 251-208-7461

18. CITY OF MOBILE BUILDING PERMIT:

A. A City of Mobile Building Permit is required and shall be obtained from the City of Mobile, but at no cost to the Contractor.

B. Contractor is responsible for ensuring that all inspections are successfully performed in accordance with City of Mobile regulations.

19. CONSTRUCTION SCHEDULE AND ACCESS:

A. The project shall be completed within sixty (60) days from the date indicated by the Notice to Proceed. Contract days are defined as 'calendar days', which **include** weekends and holidays.

B. The Mounted Unit Facility will remain in use throughout the Construction period and the Contractor is directed to coordinate all areas of work and scheduling of work with the Owner. Within five days of the bid opening, the Apparent Low Bidder Contractor shall meet with the Owner to discuss Owner scheduling and priorities. Apparent Low Bidder shall then provide a proposed schedule within 5 calendar days of the initial meeting for Owner review and approval.

C. Contractor shall have access to the Facility as approved by the Owner, but typically **Monday through Friday from 7:30 A.M. to 4:30 P.M.** Contractor is directed to coordinate all areas of work and scheduling with the Owner. After hours and weekend work will require prior approval of the Cruise Terminal Staff and may require hiring of a guard at the contractor's expense.

D. The Contractor may be allowed additional construction days due to inclement conditions ("rain days") only as such are appropriately documented and are in excess of the NOAA/National Weather Service average (previous 5 years) for the given month. A "rain day" is defined as more than a "trace" (0.10") of rain falling within a given 24 hour period. The Contractor shall provide documentation and formally request any "rain days" they feel are legitimately due. Documentation shall be submitted to the Project Manager, in writing, within ten (10) calendar days of the rain event. Claim shall include documentation of trades adversely impacted and the impacted activities of each trade.

20. SITE CONSIDERATIONS:

A. It is the Contractor's responsibility to carefully remove and store any items not permanently installed within the work areas. It is recommended that the Contractor photograph, videotape or in some manner document any features to be removed and their condition, prior to removal.

B. Noise and strong smells shall be isolated or kept to a minimum when adjacent portions of the site are occupied.

C. Contractor shall be responsible to leave the work area and adjacent site clear of equipment and debris, etc. at the end of each work day. All final cleaning is the responsibility of the Contractor and shall be executed prior to acceptance for reuse of any portion of the site.

D. A dumpster and lay down area for Contractor materials and staging may be located at the site and located per the direction of the Owner. The Contractor is responsible for the removal of the dumpster, any storage containers and any security fencing, temporary erosion control (BMPs), etc. as soon as practical after their use by the Contractor or the work is complete.

E. Special consideration is to be given for the animals on site for the safety and well-being of the horses during construction. All gates should be kept closed

21. SALES AND USE TAX EXEMPTION:

A. As per the State of Alabama ACT 2013-205, the Alabama Department of Revenue (ADOR) has been granted the authority to issue a "Certificate of Exemption from Sales and Use Tax for Governmental Entities" on construction projects. Therefore, this project shall qualify for State of Alabama Sales and Use Tax Exemptions under this ACT. It is the responsibility of the Bidder to confirm the potential tax exempt status of their bid with the ADOR and include any such savings in their bid, as well as accounting for same on their bid form attachment Sales Tax Form C-3A.

B. The full text of ACT 2013-205 is available on the State of Alabama Building Commission web-site at www.bc.alabama.gov .

22. SUBMISSION OF LIEN WAIVERS

A. At each monthly Application for Payment submitted to the owner, the Contractor shall provide completed lien waivers, including those from Subcontractors and material suppliers.

23. NOTICE OF COMPLETION:

A. For Contracts $50,000 or less:
Contractor shall provide proof of publication of Notice of Completion one time in a local newspaper, as required in the Title 39, Section 39-1-1, Subsection (g), of the Code of Alabama. Contractor shall also provide an electronic or hard copy of advertisement verbiage to the City of Mobile on Contractor letterhead for public posting for one week. This advertisement shall not begin until the Project has been accepted by the City of Mobile.

B. For Contracts $50,000 or greater:
Contractor shall provide proof of publication of Notice of Completion four successive weeks in a local newspaper, as required in the Title 39, Section 39-1-1, Subsection (f), of the Code of Alabama. This advertisement shall not begin until the Project has been accepted by the City of Mobile.

C. Notice of Completion advertisement shall read as follows:

STATE OF ALABAMA

COUNTY OF MOBILE

NOTICE OF COMPLETION
In accordance with Chapter 1, Title 39, Code of Alabama, 1975, NOTICE IS HEREBY given that (COMPANY NAME) has completed the contract for MPD Mount Unit Facility – Grand Bay Upgrades - Fencing in Mobile, Alabama. All

persons having any claims for labor, material or otherwise in connection with this project should immediately notify the Architectural Engineering Department, City of Mobile, P.O. Box 1827, Mobile, Alabama 36633-1827.

C. Advertisement shall not begin until the Project has been accepted by the City of Mobile as Substantially Complete.

24. CONTRACTOR WARRANTY AND CERTIFICATION:

A. Upon completion of the contract, the Contractor shall certify under oath that all bills have been paid in full.

B. Contractor shall provide a one year Labor and Materials Warranty on company letterhead in addition to other warranties required by the Bid Documents.

25. LIQUIDATED DAMAGES

A. A time charge equal to Two Hundred Fifty Dollars ($250.00) per calendar day will be made against the Contractor for the entire period that any part of the Work remains uncompleted, or any required closeout documents are not acceptably submitted, for more than thirty (30) calendar days after the time specified for the Substantial Completion for the Work, the amount of which shall be deducted by the owner, and shall be retained by the Owner out of monies otherwise due the Contractor I the final payment, not as a penalty, but as liquidated damages sustained.

26. **DISQUALIFICATION OF BIDDERS:**

Any bidder(s) may be disqualified from consideration for contract award for the following reasons:

a. Collusion: Any agreement or collusion among bidders or prospective bidders in restraint of freedom of competition to bid at a fixed price or to refrain from bidding or otherwise shall render the bids void and shall cause the bidders or prospective bidders to be disqualified from submitting further bids to the Awarding Authority on future lettings. (See Code of Alabama Section 39-2-6 for possible criminal sanctions).

b. Advance Disclosure: Any disclosure in advance of the terms of a bid submitted in response to an Advertisement for Bids shall render the proceedings void and require readvertisement and re-bid.

c. Failure to Settle Other Contracts: The Awarding Authority may reject a bid from a bidder who has not paid, or satisfactorily settled, all bills for labor and material on other contracts in force at the time of letting, completion of punch list, warranties and closeout documents

END OF SECTION

SECTION 00200
INSTRUCTIONS TO BIDDERS

PART 1 GENERAL

A. This section includes the INSTRUCTIONS TO BIDDERS, AIA Document A701 to be utilized with the Owner's most recent modifications and which shall be used in conjunction with the entire Bid Documents and Section 00300 SUPPLEMENTARY INSTRUCTIONS TO BIDDERS for this project.

SECTION 00300

SUPPLEMENTARY INSTRUCTIONS TO BIDDERS

THE ATTENTION OF ALL BIDDERS IS CALLED TO THE FOLLOWING INSTRUCTIONS AND CONDITIONS:

I. BIDDING DOCUMENTS:

A. Bidders may obtain complete sets of Bid Documents and Specifications (Project Manual) from the Department of Architectural Engineering as listed in the Invitation to Bid.

B. Bidders shall use the complete set of documents in preparing their bid. The City of Mobile assumes no responsibility for errors or misinterpretations resulting from use of an incomplete set of documents.

Bidders shall use the complete set of documents in preparing their bid. Neither the City of Mobile nor the Engineer (Architect) assume responsibility for errors or misinterpretations resulting from use of an incomplete set of documents.

2. INTERPRETATION OF BID DOCUMENTS:

A. Bidders shall carefully study and compare the Bidding Documents and compare various components of the Bidding Documents with each other, shall examine the site and local conditions and shall at once report to the Project Manager any errors, inconsistencies or ambiguities discovered.

B. Bidders requiring clarification or interpretation of the Bidding Documents shall make a written request to the Project Manager by 3:00 PM at least five (5) calendar days prior to the date for receipt of Bids. E-mail requests are required and should be addressed to jody.russell@cityofmobile.org. Interpretations, corrections and changes to the Bidding Documents will be made by a formal, written Addendum. Interpretations, corrections and changes to the Bidding Documents made in any other manner will not be binding, and Bidders shall not rely on them.

C. Any discrepancy not resolved prior to Bidding shall be bid by the Contractor to provide for the most costly and/or restrictive interpretation of the documents.

3. BIDDING PROCEDURES:

A. No Bid will be considered unless made out and submitted on a copy of the Bid Form as set forth by the Bid Documents.

B. All blanks on the Bid Form shall be legibly executed in a non-erasable medium.

C. Sums shall be expressed in both words and figures. In case of discrepancy, the amount written in words shall govern.

D. Interlineations, alterations and erasures must be initialed by the signer of the Bid.

E. All requested Alternates, Unit Prices and Allowances shall be bid as indicated on the Bid Form and the Bid Documents.

F. Addenda shall be considered as a part of the Bid Documents and those issued prior to the opening of Bids shall be acknowledged on the Bid Form and any adjustment in cost shall be included in the Contract Sum.

4. BID SECURITY:

A. A Cashier's Check drawn on a bank registered to do business in the State of Alabama and which is a member of the Federal Deposit Insurance Corporation, or Bid Bond payable to Owner, City of Mobile, in the amount of 5% of the Base Bid, but in no event more than $10,000.00, must accompany bid. By submitting a Bid Security, the Bidder pledges to enter into a Contract with the City of Mobile on the terms stated in the Bid, and will, if required, furnish bonds covering faithful performance of the Contract and required insurance certificate. Should the Bidder refuse to enter into such Contract or fail to furnish such bonds or insurance or any other required document, the amount of the Bid security shall be forfeited to the Owner as liquidated damages, not as a penalty.

B. Bid Bond shall be valid for a minimum of sixty (60) days from the date of the Bid. The Owner reserves the right to retain the security of all Bidders until the successful Bidder enters into the Contract or until (60) days after Bid opening, whichever is sooner.

C. Bonds must be issued by a Surety licensed to do business in the State of Alabama. If the project cost is more than $50,000.00 the Surety must have a minimum rating of A/Class VI as reported by the latest issue of Best's Key Rating Guide Property-Casualty published by Alfred M. Best Company, Inc.

D. Power of Attorney is required for all Bonds.

E. The Surety company shall be required to execute AIA Document G-707, "Consent of Surety to Final Payment" prior to Final Payment of retainage being made to the Contractor.

5. EXAMINATION OF DOCUMENTS AND SITE WORK:

A. Before submitting a Bid, Bidders should carefully examine the Bid Documents, visit the site of the Work, including attendance at the MANDATORY Pre-Bid conference, fully inform themselves as to existing conditions and limitations, and include in the Bid a sum to cover the cost of all items included in the Contract and necessary to perform the Work. The submission of a Bid will be considered as conclusive evidence that the Bidder has made such examination.

6. SUBMISSION OF BIDS:

A. Bid, with Bid Security, Sales Tax Form C-3A, City of Mobile Subcontracting & Major Supplier Plan and other supporting data specified, shall be contained in a sealed, opaque envelope, approximately 9 x 12 inches or larger and be marked on the outside with the words "SEALED BID FOR MPD MOUNTED UNIT – GRAND BAY UPGRADES - FENCING - PROJECT NUMBER: PD-052A-24", the Bid Date, and Contractor's name, address, and City of Mobile Business License number. And, if bidding in an amount $50,000 or greater, the State of Alabama General Contractor's License number and classification of the Bidder issued by the State of Alabama Licensing Board for General Contractors shall be written on the envelope.

B. Bids shall be deposited at the designated location prior to the time and date for receipt of Bids. Bids received after the time and date specified in the Invitation to Bid, or as modified by Addendum, will not be considered. Late Bids will be returned to the Bidder unopened.

C. The Bidder shall assume full responsibility for timely delivery at the location designated for receipt of Bids.

D. Oral, telephonic, facsimile or other electronically transmitted bids will not be considered.

7. MODIFICATION OR WITHDRAWAL OF BIDS:

A. A Bid may not be modified, withdrawn, or canceled by the Bidder for a period of sixty (60) days following the time and date designated for receipt of bids, and each Bidder so agrees in submitting a Bid.

8. CONSIDERATION AND AWARD OF BIDS:

A. At the discretion of the City, the properly identified Bids received on time will be publicly opened and will be read aloud.

B. The City shall have the right to reject any and all Bids. A Bid not accompanied by a required Bid security or a Bid which is in any way incomplete or irregular is subject to rejection.

C. It is the intent of the City to award a Contract to the lowest qualified Bidder provided the Bid has been submitted in accordance with the requirements of the Bidding Documents and does not exceed the funds available. The City shall have the right to waive informalities and irregularities in a Bid received and to accept the Bid which, in the City's judgment, is in the City's best interest.

D. The award shall be based on the lowest Total Bid for the Base Bid and any allowances, plus any alternates and/or options that may be accepted, as listed on the Bid Form.

9. PROOF OF COMPETENCY OF BIDDER:

A. Bidders may be required to furnish evidence satisfactory to the City of Mobile that they have sufficient means and experience in the types of work called for to assure the completion of the Contract in a satisfactory manner.

10. SIGNING OF CONTRACT:

A. The Standard Agreement between the City of Mobile and the Contractor, included herein, shall serve as the Agreement between the City and the Contractor.

B. The Bidder to whom the Contract is awarded shall, within ten (10) calendar days of receiving the Contract Forms, properly execute and deliver to the Owner, the following items with the signed Agreement:

(1). Performance Bond and Labor and Material Payment Bond (originals);

(2). Original Certificate of Insurance and all required endorsements shall be provided and attached to the executed Contract. The Certificate of Insurance must evidence compliance with all insurance requirements set forth in the Contract Documents, including but not limited to:

(a) naming the City of Mobile as an additional insured on Commercial General Liability and Automobile Liability policies;
(b) waiver of subrogation in favor of the City on all applicable policies; and
(c) coverage stated as primary and non-contributory to any insurance maintained by the City. The Certificate of Insurance and endorsements must be reviewed and accepted in writing by the City of Mobile prior to issuance of the Notice to Proceed and commencement of any Work. Failure to provide acceptable proof of insurance shall constitute grounds for withholding Notice to Proceed and may result in forfeiture of Bid Security.;

(3). Evidence of enrollment in the E-Verify program.

(4). Other documentation as required by the Contract Documents.

C. Failure or refusal to sign the Agreement or to provide Certificates of Insurance in a form satisfactory to the City of Mobile, E-Verify verification, or other required documentation, shall subject the Bidder to immediate forfeiture of Bid Security.

D. On all documents: City of Mobile Business License, the Alabama Secretary of State Business Identity, the Alabama Secretary of State Certificate of Authority (out of state contractors), E-verify documentation, and ACORD Insurance Form, the Contractor's name shall be EXACTLY the same.

11. NONDISCRIMINATION:

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.

12. AMERICANS WITH DISABILITIES ACT (ADA):

A. Bidders shall comply with the provisions of the Americans with Disabilities Act (ADA) of 1990 which prohibits discrimination against individuals with disabilities.

13. USE OF DOMESTIC PRODUCTS:

A. Section 39-3-1, Alabama Code, 1975, provides that the Contractor agree, in the execution of this Contract, to use materials, supplies and products manufactured, mined, processed or otherwise produced in the United States or its territories, if available at reasonable prices, and that breach of this Agreement by the Contractor shall result in the assessment of liquidated damages in an amount not less than $500.00 nor more than twenty (20) percent of gross amount of the Contract Price.

14. NON-RESIDENT (OUT OF STATE) CONTRACTORS:

A. Preference to Resident Contractors: Section 39-3-5, Code of Alabama, 1975, provides that a non-resident (out of State) bidder domiciled in a state which grants a preference to local Contractors is to be awarded a public contract on the same basis as the non-resident bidder's state awards contracts to Alabama bidders. Alabama bidders are given a preference to the same extent that a non-resident bidder receives a preference in his home state. A non-resident bidder must include with any written bid documents a written opinion of an attorney licensed to practice in the non-resident bidder's state declaring what preferences, if any, exists in the non-resident's state.

B. Certificate of Authority: All non-resident (out of State) bidders shall be registered with the Alabama Secretary of State and the Alabama Department of Revenue prior to submitting a Bid. Provide the Secretary of State Business “Entity ID Number” on the Bid Form in the space provided.

15. ALABAMA IMMIGRATION ACT:

A. The State of Alabama Immigration Law (Act No. 2011-535 as amended by Act No. 2012-491), requires that Contractors not violate federal immigration law or knowingly employ, hire for employment, or continue to employ an unauthorized alien within the State of Alabama. In addition, Contractors are required to enroll in the federal E-Verify program and submit verification of enrollment to the City of Mobile within ten (10) days of receiving the contract forms (see Section 00600).

16. CITY OF MOBILE BUSINESS LICENSE:

A. A City of Mobile Business License is required and must be current at time of contract award and throughout contract period.

17. CITY OF MOBILE CONTRACTOR’S BUSINESS LICENSE:

A. A City of Mobile Contractor’s Business License is required and must be current when contractor signs the contract and throughout contract period.

B. Contractor must qualify and post a $10,000 surety bond with the Land Use/Code Administration Department before a Contractor’s Business License will be issued

by the Revenue Department. Information on the City Contractor's License may be obtained by writing or calling:

Land Use/Code Administration
P.O. Box 1827
Mobile, Alabama 36633-1827
Phone: 251-208-7421

Revenue Department
P.O. Box 1827
Mobile, Alabama 36633-1827
Phone: 251-208-7461

18. CITY OF MOBILE BUILDING PERMIT:

A. A City of Mobile Building Permit/Electrical Permit/Plumbing Permit/HVAC Permit/ Whatever Permit is required and shall be obtained from the Land Use/Code Administration Department, but at no cost to the Contractor.

B. Contractor is responsible for ensuring that all inspections are successfully performed in accordance with City of Mobile regulations.

19. CONSTRUCTION SCHEDULE AND ACCESS:

A. The project shall be completed within Sixty (60) calendar days from the date indicated by the Notice to Proceed.

B. At all buildings that will remain in use throughout the Construction period, the Contractor is directed to coordinate all areas of work and scheduling of work with the Owner. Within five days of the bid opening, the Apparent Low Bidder shall meet with the Owner to discuss Owner scheduling and priorities. Apparent Low Bidder shall then provide a proposed schedule within 5 calendar days of the initial meeting for Owner review and approval.

C. Contractor shall have access to the facility Monday – Friday 7:00 am – 4:30 pm unless otherwise approved by the owner and Project Manager.

D. The Contractor may be allowed additional construction days due to inclement conditions ("rain days") only as such are appropriately documented and are in excess of the NOAA/National Weather Service average (previous 5 years) for the given month. A "rain day" is defined as more than a "trace" (0.10") of rain falling within a given 24 hour period. The Contractor shall provide documentation and formally request any "rain days" they feel are legitimately due. Documentation shall be submitted to the Project Manager, in writing, within ten (10) calendar days of the rain event. Claim shall include documentation of trades adversely impacted and the impacted activities of each trade.

20. SITE CONSIDERATIONS:

A. It is the Contractor's responsibility to carefully remove and store any items not permanently installed within the work areas. We strongly recommend that the Contractor photograph, videotape or in some manner document any features to be removed and their condition, prior to removal.

B. Noise and strong smells shall be isolated or kept to a minimum when adjacent portions of the site are occupied.

C. Contractor shall be responsible to leave the work area and adjacent site clear of equipment and debris, etc. at the end of each work day. All final cleaning is the responsibility of the Contractor and shall be executed prior to acceptance for reuse of any portion of the site.

D. A dumpster and lay down area for Contractor materials and staging may be located at the site and located per the direction of the Owner. The Contractor is responsible for the removal of the dumpster, any storage containers and any security fencing, temporary erosion control (BMPs), etc. as soon as practical after their use by the Contractor or the work is complete.

21. SALES AND USE TAX EXEMPTION:

A. As per the State of Alabama ACT 2013-205, the Alabama Department of Revenue (ADOR) has been granted the authority to issue a "Certificate of Exemption from Sales and Use Tax for Governmental Entities" on construction projects. Therefore, this project shall qualify for State of Alabama Sales and Use Tax Exemptions under this ACT. It is the responsibility of the Bidder to confirm the potential tax exempt status of their bid with the ADOR and include any such savings in their bid, as well as accounting for same on their bid form attachment Sales Tax Form C-3A.

B. The full text of ACT 2013-205 is available on the State of Alabama Building Commission web-site at www.bc.alabama.gov .

22. SUBMISSION OF LIEN WAIVERS AND DBE COMPLIANCE, UTILIZATION REPORTS:

A. At each monthly Application for Payment submitted to the owner, the Contractor shall provide completed "City of Mobile DBE Compliance, Utilization Reports" and lien waivers, including those from Subcontractors and material suppliers.

23. NOTICE OF COMPLETION:

A. For Contracts $50,000 or greater:
Contractor shall provide proof of publication of Advertisement of Completion for four consecutive weeks in a local newspaper, as required in the Title 39, Section 39-1-1, Subsection (f), of the Code of Alabama. This Advertisement shall not begin until the Project has been accepted by the City of Mobile.

B. Notice of Completion advertisement shall read as follows:

STATE OF ALABAMA

COUNTY OF MOBILE

NOTICE OF COMPLETION

In accordance with Chapter 1, Title 39, Code of Alabama, 1975, NOTICE IS HEREBY given that (COMPANY NAME) has completed the contract for MPD Mounted Unit - Grand Bay Upgrades - Fencing – PD-052A-24, Grand Bay, Alabama 36541. All persons having any claims for labor, material or otherwise in connection with this project should immediately notify the Architectural Engineering Department, City of Mobile, P.O. Box 1827, Mobile, Alabama 36633-1827.

C. Advertisement shall not begin until the Project has been accepted by the City of Mobile as Substantially Complete.

24. CONTRACTOR WARRANTY AND CERTIFICATION:

A. Upon completion of the contract, the Contractor shall certify under oath that all bills have been paid in full.

B. Contractor shall provide a one year Labor and Materials Warranty on company letterhead in addition to other warranties required by the Bid Documents.

25. LIQUIDATED DAMAGES

A. A time charge equal to Two Hundred Fifty Dollars ($250.00) per calendar day will be made against the Contractor for the entire period that any part of the Work remains uncompleted, or any required closeout documents are not acceptably submitted, for more than thirty (30) calendar days after the time specified for the Substantial Completion for the Work, the amount of which shall be deducted by the owner, and shall be retained by the Owner out of monies otherwise due the Contractor in the final payment, not as a penalty, but as liquidated damages sustained.

END OF SECTION

SECTION 00400

BID FORM

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

TO: City of Mobile, 205 Government St., P.O. Box 1827, Mobile, AL, 36633

REF: PROJECT NO.: PD-052A-24
PROJECT NAME: MPD Mounted Unit – Grand Bay Upgrades - Fencing
PROJECT LOCATION: 6160 Gaston Loop Road W Grand Bay, Alabama, 36541

In compliance with the Bid Documents and having carefully and thoroughly examined said documents for the subject Work prepared by the City of Mobile, Architectural Engineering Department dated March 25, 2026; and all Addendum (a) Number(s) _____, dated _____, 2026 (CAUTION: before submitting any bid it is the Bidder's responsibility to check with the Architectural Engineering Department for all Addenda or special instructions that may impact the Bid) thereto, receipt of which is hereby acknowledged, the premises and all conditions affecting the Work prior to making this Proposal, the Undersigned Bidder, hereby

COMPANY NAME: _____

ADDRESS: _____PHONE_____

ALABAMA GENERAL CONTRACTOR LICENSE NO. _____

CITY OF MOBILE BUSINESS LICENSE NO._____

SECRETARY OF STATE OF ALABAMA BUSINESS IDENTITY NO._____

SECRETARY OF STATE OF ALABAMA ACCOUNT NO._____

(Note: Secretary of State Account Number shall be filled in only by non-resident bidders)

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

hereby proposes to furnish all labor, materials, tools, equipment, and supplies and to sustain all the expenses incurred in performing the Work on the above captioned Project in accordance with the terms of the Contract Documents, and all applicable laws and regulations for the sum listed below. The initial term of the Contract shall extend for sixty (60) calendar days from the date of the Notice to Proceed.

Base Bid: $_____.00

Contingency Allowance: + $ 10,000.00

Total Base Bid: $_____.00
(Fill in here and in Total Bid below)

TOTAL BASE BID: _____

_____ Dollars, ($ _____**.00**)
(Amount in Words) (Amount in Figures)

Additive Alternate #1: Installation of fencing noted on the survey map to meet the same standards/requirements as the base bid. Includes 2 - 16' Gates.

_____ Dollars & No Cents $_____.00
Amount in Words Amount in #'s

Additive Alternate #2: Installation of fencing noted on the survey map to meet the same standards/requirements as the base bid. Includes 1 - 12' Gate.

_____ Dollars & No Cents $_____.00
Amount in Words Amount in #'s

Additive Alternate #3: Installation of fencing noted on the survey map along the roadway to meet the same standards/requirements as the base bid. Include 5' wire cattle fence (4"x4" square mesh) as backing like existing.

_____ Dollars & No Cents $_____.00
Amount in Words Amount in #'s

Unit Price #1: Provide cost to install 1 additional 12' gate, including two 6"x6" fence posts, bracing, and all hardware, constructed as stipulated in the base bid.
$_____ EA

(Note: Show amount in both words and figures. In case of discrepancy, the amount in words shall govern). **Bids shall be provided in whole dollar amount with no cents.**

CONTINGENCY ALLOWANCE: $10,000.00 lump sum Contingency Allowance shall be included in the Total Bid for work related to unforeseen conditions as approved by the Owner.

BID SECURITY: The undersigned Bidder agrees that the attached Bid Security, as a Cashier's Check drawn on a bank registered to do business in the State of Alabama and which is a member of the Federal Deposit Insurance Corporation, or a Bid Bond, made payable to the City of Mobile, in the amount of 5% of the bid amount, but in no event more than $10,000, as the proper measure of liquidated damages which the City will sustain by the failure of the undersigned to execute the Contract. Said Bid Security shall

become the property of the City of Mobile as liquidated damages as specified in the Contract Documents.

AMERICANS WITH DISABILITIES ACT (ADA): The undersigned Bidder agrees to fully comply with all requirements of the Americans with Disabilities Act of 1990 and the Amendment Act.

NONDISCRIMINATION: 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.

SIGNATURE: If the undersigned Bidder is incorporated, the entire legal title of the company followed by "a corporation" should be used. If Bidder is an individual, then that individual's full legal name followed by doing business as (d/b/a) and name of firm, if any, should be used. If Bidder is a partnership, then full name of each partner should be listed followed by "d/b/a" and name of firm, if any.

Ensure that name and exact arrangement thereof is the same on all forms submitted with this Bid. If a word is abbreviated in the official company name, such as "Co.", then use that abbreviation. If not abbreviated in the official name, spell out.

Bidder agrees not to revoke or withdraw this Bid until sixty (60) calendar days following the time and date for receipt of bids. If notified in writing of the acceptance of this Bid within this time period, Bidder agrees to execute a Contract based on this Bid on the proscribed form within ten (10) calendar days of said notification and to furnish Performance Bond and Materials and Payment Bond as specified.

COMPANY NAME: _____
(Printed or Typed)

BY: _____
(Signature of Company Officer)

COMPANY OFFICER: _____
(Printed or Typed)

TITLE_____ DATE_____, 2026
(Printed or Typed)

Sworn to and subscribed before me this _____ day of _____2026

_____
Notary Public

Attachments:
1. Bid Security, with Power of Attorney
2. Secretary of State Authorization (Out of state bidders only)
3. Sales Tax Form C-3A
4. Small Business Development Subcontracting & Major Supplier Plan

END OF BID FORM

ACCOUNTING OF SALES TAX
ATTACHMENT TO BID FORM SECTION 00400
SALES TAX FORM C-3A

To: City of Mobile **Date:**_____

Name of Project: MPD Mounted Unit – Grand Bay Upgrades - Fencing
Project Number: PD-052A-24

SALES TAX ACCOUNTING

Pursuant to Act 2013-205, Section 1(g) the Contractor accounts for the sales tax NOT included in the bid proposal form as follows:

	ESTIMATED SALES TAX AMOUNT
OPTION ONE BASE BID:	$_____
ADD ALT. #1:	$_____
ADD ALT. #2:	$_____
ADD ALT. #3:	$_____

Note: A completed Form C-3A: Accounting of Sales Tax must be submitted with the Proposal Form. Submission of Sales Tax Form C-3A with the Proposal Form is required; it is not optional. A proposal shall be rendered non-responsive if an Accounting of Sales Tax is not provided.

Legal Name of Bidder_____

Mailing Address_____

***By (Legal Signature)**_____

*Name (type or print)_____ (Seal)

*Title_____

Telephone Number_____

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.

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	
Address	
Telephone	
E-Mail	

RFP/RFQ Solicitation Number	
Project Description	
Is your company a DBE company?	Yes ☐ No ☐
Work force demographics	Male _____ Female _____ Minority _____ Non-minority _____SDVO _____ Total number of Employees _____

Subcontractor/Major Supplier Plan submitted by:

Printed Name: _____

Signature: _____Date: _____

Title: _____

The following employee will be designated as the **DBE Liaison** for all communication regarding DBE participation including documentation for DBE participation and maintenance of records of Good Faith Efforts for this contract award:

Name: _____Title: _____

Email: _____Phone: _____

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_____Your Bid/Proposal Amount $_____ Date:_____

Description_____ Name of Bidder/Proposer: _____

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

Subcontractor or Major Supplier	Phone	Scope(s) of Work to be performed by the DBE, SDVOB	$$ Value of Proposed Contract with DBE	% of TOTAL Contract	DBE?	Official Verification Only

Form 2: Good Faith Effort Documentation

Name of Bidder: _____

Contact Person: _____ Phone: _____ Email: _____

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

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

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

CONTRACT RECORDS:
The bidder/proposer has maintained the following records for each DBE that has bid on the subcontracting opportunity:
1. Name, address, email address and telephone number
2. A description of information provided by the bidder/proposer or subcontractor; and
3. A statement of whether an agreement was reached, and if not, why not, including any reasons for concluding that the DBE was unqualified to perform the job.

Section 2(B)

_____ There are not ways to break out 15% of the value of this contract for subcontractors / suppliers. Provide further details as to why and attach the document to this form if there is an inability to break out 15% of the value of the contract was the reason, or a reason, you could not meet the participation requirements.

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

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

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

_____

_____

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

BETWEEN the City:	**CITY OF MOBILE** **205 Government Street** **P O Box 1827** **Mobile, Alabama 36633**
And the Contractor:	**_____ [insert name]** **_____ [insert address]** **_____** **City Business License No.: _____**
For the following Project:	**MPD Mounted Unit – Grand Bay Upgrades – Fencing** **6160 Gaston Loop Road West** **Grand Bay, Alabama 36541** **Project Number: PD-052a-24**
The Architect:	**Architectural Engineering Department** **P O Box 1827** **Mobile, Alabama 36633**

MASTER A101 AGREEMENT
STANDARD SERVICES AGREEMENT
BETWEEN CITY OF MOBILE AND CONTRACTOR

THIS AGREEMENT is made and entered into as of the date of execution by both parties, by and between City of Mobile, a political subdivision of the State of Alabama, hereinafter referred to as the "City" and __ _____ [Contractor Legal Name], hereinafter referred to as "Contractor."

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

WHEREAS, the City issued a request for Bids on March 25, 2026; and,

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

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

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

I. CONTRACTOR'S SERVICE

A. The Contractor agrees to diligently provide all materials, services and labor for the performance of MPD Mounted Unit – Grand Bay Upgrades – Fencing (the "Project"), in accordance with the scope of services made part of this Contract as Exhibit A, attached hereto and incorporated herein. All work and labor shall be done in accordance with the plans and specifications on file with the City and are incorporated herein by reference.

TERM

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

II. COMPENSATION AND PAYMENT OF CONTRACTORS SERVICE

A. The City shall pay the Contractor the Contract Sum in current funds for the Contractor's performance of the Contract. The Contract Sum shall be _____ and 00/100 ($_____), subject to additions and deductions as provided in the Contract Documents.

Base Bid:	$_____
Contingency Allowance:	$ 10,000.00
Total Bid:	$_____
Alternate #1:	$_____
Alternate #2:	$_____
Total Contract Sum:	$_____

B. Alternates (if any are included in the contract sum)

Alternate #1: Remove/Replace existing fence and/or gates noted on drawings and summary of work as Alternate #1 located in the rear of the property.	Price: _____
Alternate #2: Remove/Replace existing fence noted on drawings and summary of work as Alternate 2	Price: _____
Alternate #3: Remove and dispose of existing fences, posts, wires, etc., and replace them with wood fences (and wire fence backing like the existing installation) as specified in the project manual and drawings noted as Alternate 2. (Road frontage)	Price: _____

C. Contingency Allowance

1. Contingency Allowance shall cover cost of material, labor, overhead, profit and other expenses for complete installation of items of additional work as required for a complete, functional project.
2. Contingency Allowance shall be used for unforeseen conditions not covered in the construction documents.
3. All extra work under this section must be authorized by the City, in writing, prior to materials or undertaking work.
4. Upon completion of the Work, the unused portion of the Allowance shall be credited back to the City in the form of a Change Order.

D. The City shall pay the Contractor for the services rendered hereunder and completed in accordance with the terms and conditions of this Contract an amount not to exceed $_____ [Insert Contract Amount] for the entire Project in accordance with Exhibit C Fee Schedule attached hereto and incorporated herein OR, upon the completion and acceptance thereof by the City or its duly authorized agent. The contract price includes a contingency amount for unanticipated work within the scope of the agreement and may only be authorized at the discretion of the City's REAM Director, Carleen Stout.

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

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

III. METHOD OF PAYMENT

A. Progress Payments

1. Based upon Applications for Payment submitted to the Architect by the Contractor and Certificates for Payment issued by the Architect and/or Owner, the City shall make progress payments on account of the Contract Sum to the Contractor as provided below and elsewhere in the Contract Documents.
2. The period covered by each Application for Payment shall be one calendar month ending on the 25th of the month. Provided that an Application for Payment in acceptable format is received by the Architect not later than the first 1st day of a month, the City shall make payment of the amount certified to the Contractor not later than the tenth 10th day of the following month.
3. If an Application for Payment in acceptable format is received by the Architect after the application date fixed above, payment of the amount certified shall be made by the City not later than Forty (40) days after the Architect receives the Application for Payment.
4. Federal, state or local laws may require payment within a certain period of time.
5. Each Application for Payment shall be based on the most recent schedule of values submitted by the Contractor in accordance with the Contract Documents. The schedule of values shall allocate the entire Contract Sum among the various portions of the Work. The schedule of values shall be prepared in such form, and supported by such data to substantiate its accuracy, as the Architect may require. This accepted schedule of values shall be used as a basis for reviewing the Contractor's Applications for Payment.
6. Applications for Payment shall show the percentage of completion of each portion of the Work as of the end of the period covered by the Application for Payment.

7. General Conditions of the Contract for Construction (including City's then current Modifications), and subject to other provisions of the Contract Documents, the amount of each progress payment shall be computed as follows:

    a. The amount of each progress payment shall first include:
        i. That portion of the Contract Sum properly allocable to completed Work;
        ii. That portion of the Contract Sum properly allocable to materials and equipment delivered and suitably stored at the site for subsequent incorporation in the completed construction, or, if approved in advance by the City, suitably stored off the site at a location agreed upon in writing and insured as specified.
        iii. Completed work shall be determined by multiplying the percentage completion of each portion of the Work by the share of the Contract Sum allocated to that portion of the Work in the schedule of values.

    b. The amount of each progress payment shall then be reduced by:
        i. The aggregate of any amounts previously paid by the City;
        ii. The amount, if any, for Work that remains uncorrected and for which the Architect has previously withheld a Certificate for Payment;
        iii. Any amount for which the Contractor does not intend to pay a Subcontractor or material supplier, unless the Work has been performed by others the Contractor intends to pay;
        iv. For Work performed or defects discovered since the last payment application, any amount for which the Architect may withhold payment, or nullify a Certificate of Payment in whole or in part; and
        v. Retainage withheld pursuant to Section IV(A)(8).

    c. Any Progress Payment shall include partial release of liens for material and labor for previous application for payment amount approved and paid. The DBE Utilization Report shall be included with the pay application.

8. Retainage
    a. For each progress payment made prior to Substantial Completion of the Work, the City may withhold the following amount, as retainage, from the payment otherwise due:
        i. Five percent (5%) of the first fifty percent (50%) of the completed work and after fifty percent (50%) completion has been accomplished, no further retainage shall be held from the original Contract Sum. Increases in the contract sum by Change Order shall also be subject to retainage.
        ii. Upon Substantial Completion of the Work, the Contractor may submit an Application for Payment that includes the retainage withheld from prior Applications for Payment pursuant to this Section IV(A)(8). The Application for Payment submitted at Substantial Completion shall not include retainage as follows:

The net amount of the Retainage shall be equal to two and one half percent (2.5%) of total Contract Sum, as increased or decreased by Change Order.

9. If final completion of the Work is materially delayed through no fault of the Contractor, the City shall pay the Contractor any additional amounts in accordance with Article 9 of AIA Document A201–2017.
10. Except with the City's prior approval, the Contractor shall not make advance payments to suppliers for materials or equipment which have not been delivered and stored at the site.

B. Final Payment

1. Final monthly progress payment, constituting the entire unpaid balance of the Contract Sum, less retainage, shall be made by the City to the Contractor when
   a. the Contractor has fully performed the Contract except for the Contractor's responsibility to correct Work as provided in Article 12 of AIA Document A201 (including City's then-current modifications which may be obtained from the City or, alternatively, a copy of which is incorporated in the Project Manual and incorporated by reference herein as a part thereof), and to satisfy other requirements, if any, which extend beyond final payment; and
   b. a Certificate of Substantial Completion has been issued by the Architect/City and the project accepted.
2. The City's final payment to the Contractor of retainage shall be made as follows:
   The final two and one half percent (2.5%) of the total Contract Sum retained will not be paid until proof of publication is submitted and all written claims paid in full. Contractor to submit the following:

   a. Contractor's Affidavit of Payment of Debts and Claims (AIA form G706, included in contract documents) with
      i. Contractor's Release or Waiver of Liens
      ii. Releases or Waivers of Liens from Subcontractors and Material and Equipment Suppliers;
   b. Contractor's Affidavit of Release of Liens (AIA form G706A, included in contract documents);
   c. Consent of Surety, if any, to final payment (AIA form G707, included in contract documents);
   d. Any additional close out requirements per the contract documents; and
   e. Notarized Affidavit of Notice of Completion advertisement from publisher.

   Contractor shall provide proof of publication of Notice of Completion in a local newspaper once per week for four (4) consecutive weeks, as required in the Title 39, Section 39-1-1, Subsection (f), of the Code of Alabama quoted below. "The Contractor shall, immediately after the completion of the contract, give notice of Completion by an advertisement in a newspaper of general circulation published within the city or county in which the work has been done, for a period of four (4) consecutive weeks. A final settlement shall not be made upon the contract until the expiration of thirty (30) days after the completion of the notice. Proof of publication of the notice shall be made by the contractor to the authority by whom the

contract was made by affidavit of the publisher and a printed copy of the notice published. If no newspaper is published in the county in which the work is done, the notice may be given by the contract." (Acts 1927, No. 39, 9.37; Acts 1935, No. 39, 9. 70; Code 1940, T. 50, Section 16; Acts 1983, No. 83-737, 9.1203; Acts 1989, No. 89-650m 9. 1284, Section 1; Acts 1994, No. 94-207, p, 270, Section 1; Acts 1997, No. 97-225, p. 348, Section 1.)

3. The Notice of Completion shall read as follows:

STATE OF ALABAMA
COUNTY OF MOBILE
NOTICE OF COMPLETION

In accordance with Chapter I, Title 39, Code of Alabama, 1975, NOTICE IS HEREBY given that _____ [contractor name] has completed the contract for MPD Mounted Unit – Grand Bay Upgrades – Fencing at 6160 Gaston Loop Road West, Grand Bay, Alabama 36541, Project Number: PD-052a-24. All persons having any claims for labor, material or otherwise in connection with this project should immediately notify the Architectural Engineering Department, City of Mobile, P. O. Box 1827, Mobile, Alabama 36633-1827.

C. Publication of the Notice of Completion shall not begin until the Project has been accepted as Substantially Complete by the City of Mobile.

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

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. The 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. CONTRACTORS INSURANCE

A. Workmen's Compensation Insurance: - Statutory-amount and coverage as required by all applicable laws, rules or regulations of the State of Alabama and the United States of America, including the U. S. Longshore and Harbor Workers Act and the Jones Act, if applicable.

B. Employee's Liability Insurance shall be provided for limits of liability not less than:

Bodily Injury by Accident	$1,000,000 each accident
Bodily Injury by Disease	$1,000,000 each employee
Bodily Injury by Disease	$1,000,000 each policy

C. United States Longshoreman's Harbor Worker's Act.

D. Jones Act Coverage (if applicable) placed either in the Workers Compensation or through the Marine General Liability.

E. The Contractor shall provide Broad Form (commonly termed Comprehensive) General Liability Insurance (including premises-product-completed operations, independent contractors, and blanket contractual liability), specifically covering the obligations assumed by the Contractor for limits of liability not less than:

1.	Bodily Injury	$1,000,000 each person $1,000,000 each occurrence
2.	Property Damage	$1,000,000 each occurrence; or
3.	Bodily Injury and Property Damage	$1,000,000 combined single limit

F. Such comprehensive policy shall include the following:

1. All liability of the Contractor, for the Contractor's Direct Operations.
2. Subcontractor's Operations.
3. Completed Operations Cover, thereby meaning any loss which shall occur after the contract has been completed, but which can be traced back to the Contract.
4. General Aggregate Limit of $2,000,000 shall apply on a "Per Project" Basis.
5. Contractual Liability, meaning thereby; any risk assumed by the Contractor under Hold Harmless Agreements or any other assumption of liability
6. Broad Form Property Damage Coverage, including Completed Operations.
7. Personal Injury Liability, with employee's exclusions removed.
8. Explosion and Collapse Hazard (if applicable):
9. Underground Hazard (if applicable):

10. Marine General Liability shall include Premises and Operations, Personal and Advertising Injury, Products and Completed Operations, Protection and Indemnity including vessel and crew (if applicable).
11. Deletion of watercraft exclusion with respect to non-owned vessels and contractual Liability for watercraft exposure not covered by Protection and Indemnity policy.
12. The Marine General Liability policy must include an endorsement to cover "Sudden And Accidental Pollution."

G. The Contractor shall carry for himself and shall require that all Subcontractors and all City's of Automobiles or trucks rented or hired on the contract carry, until the Contracts is completed, Comprehensive Automobile Liability Coverage for Bodily Injury and property. Damage for any auto in amounts not less than the minimum amounts as indicated. The Contractor and Subcontractor shall also carry for themselves insurance for all non-owned and hired automobile at the limits of liability as indicated below:

1. Bodily Injury	$1,000,000 each person $1,000,000 each occurrence
2. Property damage	$1,000,000 each occurrence; or,
3. Bodily Injury and Property damage	$1,000,000 combined single limit

H. Umbrella/Excess Liability: $2,000,000 combined single limit each occurrence for bodily injury and/or property damage

I. Builder's Risk Coverage (Property Insurance): The Contractor shall carry for the City, himself, and all Subcontractors a Builder's Risk Policy to cover the full amount of the Contract during construction, fabrication or erection of any equipment.

1. The Contractor shall purchase and maintain, in a company or companies lawfully authorized to do business in the jurisdiction in which the Project is located, property insurance written on

a builder's risk "all-risk" or equivalent policy form in the amount of the initial Contract Sum, plus value of subsequent Contract Modifications and cost of materials supplied or installed by others, comprising total value for the entire Project at the site on a replacement cost basis. Such property insurance shall be maintained, unless otherwise provided in the Contract Documents or otherwise agreed in writing by all persons and entities who are beneficiaries of such insurance, until final payment has been made, or until no person or entity other than the City has an insurable interest in the property, whichever is later. This insurance shall include interests of the City, the Contractor, Subcontractors, Sub-subcontractors, and the Design Professionals in the Project.

2. Property insurance shall be on an "all-risk" or equivalent policy form and shall include, without limitation, insurance against the perils of fire (with extended coverage) and physical loss or damage including, without duplication of coverage, theft, vandalism, malicious mischief, collapse, windstorm, falsework, testing and startup, temporary buildings and debris removal including demolition occasioned by enforcement of any applicable legal requirements, and shall cover reasonable compensation for Architect's and Contractor's services and expenses required as a result of such insured loss.

3. If the property insurance requires deductibles, the Contractor shall pay costs not covered because of such deductibles. Deductibles shall be limited to a maximum of $2,500.00 unless the loss is caused by windstorm; then deductible shall be a maximum of three percent (3%) of the insured value.

4. This property insurance shall cover the full value of equipment, material, and other portions of the Work stored off the site, and also portions of the Work in transit. There shall be no limits on the value of loss per occurrence.

5. A named storm endorsement is required. The deductible shall be a maximum of three percent (3%) of the insured value.

J. A Surety authorized to do business in the State of Alabama shall furnish the required Insurance.

K. The standard ACORD™ format shall be provided. The ACORD™ Certificate must be signed or countersigned by a Licensed Resident Agent of the State of Alabama and the agent's name, address and telephone number must appear on the face of the certificate.

L. The Surety must have a minimum rating of A/Class VI as reported in the latest issue of Best's Key Rating Guide Property-Casualty, published by Alfred M. Best Company, Inc. if the bid price exceeds $50,000.00.

M. "In Rem" endorsement.

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

The insurance shall be written for not less than limits of liability specified in the Contract Documents or required by law, whichever coverage is greater. Coverages, whether written on an occurrence or claims-made basis, shall be maintained without interruption from the date of commencement of the Work until the date of final payment and termination of any coverage required to be maintained after final payment, and, with respect to the Contractor's completed operations coverage, until the expiration of the period for correction of Work or for such other period for maintenance of completed operations coverage as specified in the Contract Documents.

Certificates of insurance acceptable to the City shall be filed with the City within ten (10) calendar days from date of issuance of contract forms for execution. Contractor shall deliver to the City of Mobile, certificates of insurance certifying the existence and limits of the insurance coverages along with separate policy endorsements. Contractor shall also be responsible for delivering policy renewal certificates to the City of Mobile, and thereafter upon renewal or replacement of each required policy of insurance. These certificates and the insurance policies shall contain a provision that coverages afforded under the policies will not be cancelled subject to non-renewal nor material change, or allowed to expire without at least thirty (30) days' (except ten (10) days from non-payment) prior written notice has been given to the City. An additional certificate evidencing continuation of liability coverage, including coverage for completed operations, shall be submitted with the final Application for Payment and thereafter upon renewal or replacement of such coverage until the expiration of the time. Information concerning reduction of coverage on account of revised limits or claims paid under the General Aggregate, or both, shall be furnished by the Contractor with reasonable promptness.

All policies of insurance, except worker's compensation, shall be endorsed to provide that all such insurances are primary and non-contributing with any other insurance maintained by the City of Mobile and endorsed to waive rights of subrogation in favor of the City of Mobile.

The Contractor shall cause the commercial liability coverage required by the Contract Documents to include (1) the City, the Architect and the Architect's Consultants as additional insureds for claims caused in whole or in part by the Contractor's negligent acts or omissions during the Contractor's operations; and (2) the City as an additional insured for claims caused in whole or in part by the Contractor's negligent acts or omissions during the Contractor's completed operations.

O. The Contractor shall provide bonds as set forth below:

Contractor shall furnish bonds covering faithful performance of the Contract and payment of obligations arising thereunder.

Upon the request of any person or entity appearing to be a potential beneficiary of bonds covering payment of obligations arising under the Contract, the Contractor shall promptly furnish a copy of the bonds or shall authorize a copy to be furnished.

The Labor and Material Payment Bond and the Performance Bond shall each be for one hundred percent (100%) of the Contract Sum.

1. Bond shall be submitted with the executed agreement on provided form(s).

2. Power of Attorney is required for both bonds.

3. A Surety authorized to do business in the State of Alabama shall furnish both bonds.

4. A Surety licensed to do business in the State of Alabama must execute the bonds.

5. The Surety must have a minimum rating of A/Class VI as reported in the latest issue of Best's Key Rating Guide Property-Casualty, published by Alfred M. Best Company, Inc., if the bid price exceeds $50,000.00.

6. The Surety company shall be required to execute AIA Document G-707, "Consent of Surety to Final Payment" prior to Final Payment being made to the Contractor.

VII. RESPONSIBILITIES OF THE CONTRACTOR

A. The personnel assigned by the Contractor to perform the services of this Contract shall comply with the terms set forth in this Contract. The Contractor shall ensure that all key personnel, support personnel, and other agents are fully qualified and capable to perform their assigned tasks. Any change or substitution to the Contractor's key personnel must receive the City's Department Head's written approval before said changes or substitution can become effective.

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

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

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

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

F. 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.

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

VIII. TIME FOR PERFORMANCE

A. Time is of the essence in the performance of this Contract. The Contractor specifically agrees that contract time will begin on the date the Notice to Proceed is issued. Contractor also agrees no work will begin prior to such date. All work to be performed under the provisions of this Contract shall be completed to Substantial Completion in not more than [insert] calendar days and all work shall be completed to Final Acceptance within thirty (30) calendar days from Substantial Completion, or thirty (30) calendar days from delivery to Contractor of a list of items to be completed punch list. Upon Final Completion, Contractor shall deliver Notice of Final Completion via Hard Copy Format and an Electronic Copy Format within (30) calendar days from the competition of services.

IX. ENUMERATION OF DOCUMENTS

A. Standard Form of Agreement Between City and Contractor.
B. General Conditions of the Contract for Construction, including City's then-current modifications, a copy of which is incorporated in the contract documents and incorporated by reference herein as a part thereof.
C. Drawings

Number	Title	Date
A01	Fence Survey Site Plan	2/1/2026
A02	Fence Site Plan Detail	2/1/2026
A03	Fence Details	2/1/2026

D. Specifications

Section	Title
01010	Summary of Work
01210	Allowances
01220	Unit Prices
01230	Alternative Bid Items
01310	Project Management & Co-ordination
01320	Construction Progress Documentation
01330	Submittal Procedures

01440	Pre-Bid Qualifications
01635	Substitution Procedures
01700	Execution Requirements
01710	Close out Procedures
017839	Project Record Documents
017823	Operation and Maintenance Data
06 10 63	Exterior Rough Carpentry
32 31 00	Fences

E. Addenda, if any:

Number	Date
_____	_____

Portions of Addenda relating to bidding or proposal requirements are not part of the Contract Documents unless the bidding or proposal requirements are also enumerated in this Article 9.

F. Other Exhibits:

Exhibit A	Scope of Work
Exhibit B	Project Schedule
Exhibit C	Schedule of Value
Exhibit D	Office of Small Business Development Subcontracting and Major Supplier Plan
Exhibit E	E-Verify
Exhibit F	Performance Labor and Material Bonds
Exhibit G	Certificate of Liability Insurance and Endorsements
Exhibit H	Business License Verification
Exhibit I	Bidding and Project Manual

G. Other Documents:

1. BIDDING AND CONTRACT REQUIREMENTS

a.	Section 00100	Invitation to Bid
b.	Section 00200	Instructions to Bidders - AIA Document A701-2018
c.	Section 00300	Supplementary Instructions to Bidders
d.	Section 00400	Bid Form Accounting of Sales Tax Form C-3A Office of Small Business Development Subcontracting and Major Supplier Plan
e.	Section 00500	Standard Form of Agreement Between City and Contractor For a Stipulated Sum
f.	Section 00600	Bonds, Certificates and Affidavits Performance Bond Labor and Material Payment Bond E-Verify Documentation (Sample)

Application and Certificate for Payment-AIA Document G702 and G703 (with DBE Utilization Report)
Certificate of Substantial Completion-AIA Document G704
Contractor's Affidavit of Payment of Debts and Claims-AIA Document G706
Contractor's Affidavit of Release of Liens-AIA Document G706A
Consent of Surety to Final Payment-AIA Document G707
Request for Taxpayer Identification Number and Certification W9 Tax
Form and City of Mobile Vendor Information Form

g. Section 00700 General Conditions of the Contract for Construction-Document A201

X. LIQUIDATED DAMAGES

A. The parties to this Contract agree that time is of the essence in the work provided for herein and that a precise determination of actual damages which would be incurred by the City for delay in the completion of the work provided for herein, aside from the additional cost of inspection and supervision, would be difficult to ascertain. Accordingly, the parties to the Contract agree that the liquidated damages for those items of damage not otherwise provided for by this Contract, for each and every day that the time consumed in completing the work provided for in these construction documents exceeds the time(s) allowed therefore, shall be the amount(s) stated below per day, including Saturdays, Sundays, and legal holidays. The parties specifically agree that the liquidated damages provided for herein do not constitute a penalty. Furthermore, since the additional cost of inspection and supervision arising from a delay is not difficult to ascertain, it is agreed that the Contractor shall pay, in addition to the liquidated damages provided for herein, all expenses for inspection and supervision occasioned by the failure of the Contractor to complete the work within the time(s) fixed for completion herein. The amount(s) of liquidated damages together with the additional costs for inspection and supervision occasioned by the Contractor's delay will be deducted and retained out of the monies payable to the Contractor. If not so deducted, the Contractor and sureties for the Contractor shall be liable therefore. The amount of liquidated damages to be assessed for each calendar day that Substantial Completion is delayed beyond the required date of Substantial Completion shall be $ [insert] per day. The amount of liquidated damages to be assessed for each calendar day that Final Acceptance is delayed beyond the required date of Final Acceptance shall be (25% OF LIQUIDATED DAMAGES) per day.

XI. 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.

XII. OBLIGATIONS OF THE CITY

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

B. City shall furnish to 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, including, but not limited to: 1. Review of all Contractor payment requests for approval or rejection. 2. Periodic reviews of the work of the Contractor as necessary for the completion of the Contractor's services during the period of this Agreement.

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

XIII. 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 pursuant to Section XIV(A) above.

D. The parties may mutually agree to terminate this Contract. Such termination shall be evidenced by a notice issued by the City. The City shall pay to the 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. Contractor shall have one hundred and eighty (180) days to submit invoices. Invoices submitted after one hundred and eighty (180) days may not be accepted for payment.

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

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

XIV. DISPUTE RESOLUTION

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

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

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

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

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

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

XV. CONTRACTOR WARRANTY

A. Contractor shall provide a minimum one (1) years warranty from the date of substantial completion of all Labor and Materials for the Work covered by this contract, unless otherwise specified. Labor and Material warranties required by other sections of the construction document shall not conflict with this provision. The most stringent warranty provision shall apply

B. Best Management Practices (BMPs): The Contractor shall be responsible for providing, implementing and maintaining BMPs for sediment and erosion control in full compliance with all applicable Local, State and Federal Codes and Ordinances throughout the contract period. All Work shall be in accordance with the Clean Water Act; the Alabama Water Pollution Control Act; the current version of the Alabama Handbook for Erosion Control, Sediment Control Storm water Management on Construction sites and Urban Areas; and the current version of the Mobile, Alabama City Code Chapter 17 Storm water Management and Flood Control. All Wastewater with oils, grease, paint, mortar, etc., shall be properly contained and disposed of.

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

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

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

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

XVI. SUSPENSION/STOP WORK ORDER

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

B. In the event the City of Mobile determines not to direct the Contractor to resume work, the stop work order may be converted into a notice of termination for convenience pursuant to Section

XIV(A). The notice period for such termination shall be deemed to commence on the date of issuance of the stop work order. In the event the City does not direct the Contractor to resume work within ninety (90) days, the Contractor may terminate this Contract.

XVII. NOTICES

A. The City of Mobile Authorized Agent, authorized to act on the City's behalf with respect to the Project is Carleen Stout, Director REAM.

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

CITY:
City of Mobile
c/o Director, REAM
As: City's Authorized Agent
P.O Box 1827
Mobile, AL 36633-1827

CONTRACTOR:
_____ [insert]
c/o _____
Contractor's Authorized Agent
_____ [Insert Address]
_____

CITY OF MOBILE – LEGAL:
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 Authorized Agent will be promptly communicated by the party making the change.

XVIII. 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 make payments to subcontractors or suppliers, 6) failure to communicate adequately with the City regarding progress or issues, 7) unauthorized assignment or transfer of the contract without prior written consent from the City, 8) failure to correct deficiencies after receiving written notice from the City, 9) misrepresentation or falsification of information provided in contract proposals or during performance,10) failure to maintain required insurance coverage, 11) use of unapproved subcontractors or failure to supervise subcontractors adequately, 12) unauthorized use of City property, equipment, or resources, 13) failure to comply with safety standards, resulting in hazardous conditions or accidents, 14) violation of confidentiality or data protection requirements outlined in the contract, 15) breach of warranties related to the quality, fitness, or compliance of

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

XIX. 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 materials, equipment, tools, construction equipment, and machinery thereon owned by the Contractor and may finish the Project by whatever method and means City may select subject to its obligation to reasonably mitigate.

XX. 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**.**

XXI. 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.

XXII. EFFECT OF DEFAULT ON FUTURE COMPETITIVE BIDDING

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

XXIII. PEER REVIEW/VALUE ENGINEERING

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

XXIV. 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.

XXV. 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.

XXVI. 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.

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

M. Preparation of Agreement. All provisions of this Agreement have been subject to full and careful review by and negotiation between Contractor and City. Each such party has availed itself of such legal advice and counsel as it, respectively, has deemed appropriate. The parties hereto agree that neither one of them shall be deemed to be the drafter or author of this Agreement, and in the event this Agreement is subject to interpretation or construction by a court of law or panel of arbitration,

such court or panel shall not construe this Agreement or any portion hereof against either party as the drafter of this Agreement.

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

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

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

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

R. Attorney's Fees and Costs. If 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.

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

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

[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 last written below.

CONTRACTOR

By: _____

_____
Printed Name and Title

Date: _____

State of _____ }
County of _____ }

I, the undersigned Notary Public, in and for said county and state, hereby certify that _____ [Individual's Name] whose name as _____ [Title] of the _____ [LLC or Corporation's Name], a (LLC or corporation), is signed to the foregoing conveyance, and who is known to me, acknowledged before me on this day that, being informed of the contents of the conveyance, he, as such officer and with full authority, executed the same voluntarily for and as the act of said corporation.

In witness whereof, I hereunto set my hand and official seal on this ____ day of _____**, 20____**

_____
Notary Public
Print _____
My commission expires: _____

(Seal)

CITY OF MOBILE

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

ATTEST:

_____
City Clerk

Exhibit A	Scope of Work
Exhibit B	Project Schedule
Exhibit C	Schedule of Value
Exhibit D	Office of Small Business Development Subcontracting and Major Supplier Plan
Exhibit E	E-Verify
Exhibit F	Performance Labor and Material Bonds
Exhibit G	Certificate of Liability Insurance and Endorsements
Exhibit H	Business License Verification
Exhibit I	Project Manual

SECTION 00600

BONDS, CERTIFICATES AND AFFIDAVITS

PART 1 GENERAL

This section includes the Bond Forms and Certificates that are to be used on this Project. No other forms will be accepted. Forms may be obtained from the Architectural Engineering Department, City of Mobile, telephone number 251-208-7454.

1.1 FORMS

A. PERFORMANCE BOND. Owner's modified Performance Bond form.

B. LABOR AND MATERIAL PAYMENT BOND. Owner's modified Payment Bond form.

C. E-Verify Documentation (Sample)

D. APPLICATION AND CERTIFICATION FOR PAYMENT - AIA Document G702 and AIA Document G703 and DBE Utilization Report

E. CERTIFICATE of SUBSTANTIAL COMPLETION – AIA Document G704-2017

F. CONTRACTOR'S AFFIDAVIT OF PAYMENT OF DEBTS AND CLAIMS - AIA Document G706

G. CONTRACTOR'S AFFIDAVIT OF RELEASE OF LIENS - AIA Document G706A.

H. CONSENT OF SURETY TO FINAL PAYMENT - AIA Document G707

I. Request for Taxpayer Identification Number and Certification, W-9 Form, and City of Mobile Vendor Information Form

PERFORMANCE BOND

Any singular reference to Contractor, Surety, Owner or other Party shall be considered plural where applicable.

KNOW ALL MEN BY THESE PRESENTS: That the Contractor,_____., _____,_____, hereinafter called the Principal, and _____ _____, hereinafter called the Surety, are held and firmly bound unto the **City of Mobile, P. O. Box 1827, Mobile, AL 36633**, hereinafter called the Owner, in the penal sum of _____ and xx/100 Dollars ($_____) for payment of which we bind ourselves, our heirs, executors, administrators, successors, and assigns for the faithful performance of a certain written Contract dated the _____ day of _____, 2026 entered into between the Principal and the City of Mobile for furnishing all labor, material, equipment and insurance and performing all Work required to properly complete PD-052a-24, MPD Mounted Unit – Grand Bay Upgrades - Fencing, 6160 Gaston Loop Road W, Grand Bay, Alabama, 36541, a copy of which said Contract is incorporated herein by reference and is made a part hereof as if fully copied herein.

NOW, THEREFORE, the condition of this obligation is such that if the Principal shall faithfully perform the terms and conditions of the Contract in all respects on its part and shall fully pay all obligations incurred in connection with the performance of such Contract on account of labor and materials used in connection therewith, and all such other obligations of every form, nature and character, and shall save harmless the Owner from all and any liability of every nature, kind and character which may be incurred in connection with the performance or fulfillment of such Contract or other such and liability resulting from negligence or otherwise on the part of such Principal and further save harmless the Owner from all cost and damage which may be suffered by reason of the failure to fully and completely perform said contract and shall fully reimburse and repay the Owner for all expenditures of every kind, character, and description which may be incurred by the Owner in making good any and every default which may exist on the part of the Principal in connection with the performance of said Contract; and further that the Principal shall pay all lawful claims of all persons, firms, partnerships, or corporations for all labor performed and material furnished in connection with the performance of the Contract, and that the failure to do so with such persons, firms, partnerships or corporations shall give them a direct obligation; and provided, however, that no suit, action, or proceedings by reason of any default whatever shall be brought on this bond after two years from the date on which the final payment on the Contract falls due, and provided, further, that if any alterations or additions which may be made under the Contract, or in the work to be done under it, or the giving by the Owner of any extensions of time for the performance of the Contract or any other forbearance being expressly waived. This obligation shall remain in full force and effect until the performance of all covenants, terms and conditions herein stipulated and after such performance, it shall become null and void.

In addition to any other legal mode of service, service of summons, and other process in civil actions brought in Mobile County may be had on the Contractor or the Surety on the bond by leaving a copy of the summons and complaint or other pleading or process with the Mayor of the City of Mobile which shall bind the principal Contractor and Surety to the mode of service above described and that the service shall be the same as personal service on the contractor or surety. This Bond is given pursuant to the terms of Alabama Code, Title 39-1-1, et. al., As Amended.

EXECUTED IN FOUR (4) COUNTERPARTS.

SIGNED, SEALED AND DELIVERED this ____ day of _____, 2026.

CONTRACTOR AS PRINCIPAL

Company: _____
(Corporate Seal)

By: _____
(Signature)

Name and Title: _____

SURETY

Company:_____
(Corporate Seal)

By: _____
(Signature)

Name and Title: _____

Resident Agent: _____
(Signature)

Name and Title: _____
Company Name:_____
Address: _____
_____
Phone and Fax: _____

Owner's Representative: Carleen Stout-Clark
REAM Director
PO Box 1827
Mobile, AL 36633
251-208-7454

LABOR AND MATERIAL PAYMENT BOND

Any singular reference to Contractor, Surety, Owner or other Party shall be considered plural where applicable.

KNOW ALL MEN BY THESE PRESENTS: That the Contractor, _____ , as Principal, and _____ _____, as Surety, are held and firmly bound unto the **City of Mobile, P. O. Box 1827, Mobile, AL 36633** (hereinafter called the "Obligee") in the penal sum of _____ and xx/100 ($_____) lawful money of the United States, for the payment of which sum well and truly to be made we bind ourselves, our heirs, personal representatives, successors, and assigns, jointly and severally, firmly by these presents.

WHEREAS, said Principal has entered into a certain Contract with said Obligee, dated the ____ day of _____, 2026 (hereinafter called the "Contract") for furnishing all labor, material, equipment and insurance and perform all work required to properly complete complete PD-052a-24, MPD Mounted Unit - Grand Bay Upgrades – Fencing, 6160 Gaston Loop Road W, Grand Bay, Alabama, 36541, which**, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH** that if said Principal and all subcontractors to whom any portion of work provided for in said Contract is sublet and all assignees of said Principal and of such subcontractors shall promptly make payments to all persons supplying him or them with labor, materials or supplies for or in the prosecution of the work provided for in such Contract, or in any amendment or extension of or additions to said Contract, and for the payment of reasonable attorney's fees, incurred by the claimant or claimants in suits on each bond, then the above obligations shall be void; otherwise to remain in full force and effect. **PROVIDED,** however, that this bond is subject to the following conditions and limitations.

(a) Any person, firm or corporation that has furnished labor, materials or supplies for or in the prosecution of the work provided for in said contract shall have a direct right of action against the Principal and Surety on this bond, which right of action shall be asserted in a proceeding instituted in the County in which the work provided for in said Contract is to be performed or in any county in which said Principal and Surety does business. Such right of action shall be asserted in a proceeding instituted in the name of the claimant or claimants for his or their use and benefit against said Principal and Surety or either of them (but not later than one year after the final settlement of said Contract) in which action such claim or claims shall be adjudicated and judgment rendered thereon.

(b) The Principal and Surety hereby designate and appoint **_____ Attorney-In-Fact,** as the agent of each of them to receive and accept service of process or other pleading issued or filed in any proceeding instituted on this bond and hereby consent that such service shall be the same as personal service on the Principal and/or Surety. In addition to any other legal mode of service, service of summons, and other process in civil actions brought in Mobile County may be had on the Contractor or the Surety on the bond by leaving a copy of the summons and complaint or other pleading or process with the Mayor of the City of Mobile which shall bind the principal Contractor and Surety to the mode of service above described and that the service shall be the same as personal service on the contractor or surety.

(c) The Surety shall not be liable hereunder for damage or compensation recoverable under any Workmen's Compensation or Employer's Liability Statute.

(d) In no event shall the Surety be liable for a greater sum than the penalty of this bond, or subject to any suit, action or proceeding thereon that is instituted later than two years after the final settlement of said Contract.

(e) This bond is given pursuant to the terms of Alabama Code, Title 39-1-1, et. al., As Amended.

EXECUTED IN FOUR (4) COUNTERPARTS.

SIGNED, SEALED AND DELIVERED this ____ day of _____, 2026

CONTRACTOR AS PRINCIPAL
Company: _____
(Corporate Seal)

By: _____
(Signature)

Name and Title:
_____

SURETY
Company: _____
(Corporate Seal)

By: _____
(Signature)

Name and Title:_____

Resident Agent: _____
(Signature)
Name and Title: _____
Company Name: _____
Address: _____
_____
Phone and Fax: _____

Owner's Representative: Carleen Stout-Clark
REAM Director
PO Box 1827
Mobile, AL 36633
251-208-7454

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 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 #
INSURER A :	
INSURER B :	
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED

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	
	GENERAL LIABILITY						EACH OCCURRENCE	$ 1,000,000
	[X] COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 1,000,000
	[ ] CLAIMS-MADE [X] OCCUR	X	X				MED EXP (Any one person)	$ 5,000
	[X] Contractual Liability						PERSONAL & ADV INJURY	$ 1,000,000
	[ ]						GENERAL AGGREGATE	$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						PRODUCTS - COMP/OP AGG	$ 1,000,000
	[ ] POLICY [X] PRO-JECT [ ] LOC							$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
	[X] ANY AUTO						BODILY INJURY (Per person)	$
	[ ] ALL OWNED AUTOS [ ] SCHEDULED AUTOS	X	X				BODILY INJURY (Per accident)	$
	[ ] HIRED AUTOS [ ] NON-OWNED AUTOS						PROPERTY DAMAGE (Per accident)	$
	[ ]							$
	[X] UMBRELLA LIAB [X] OCCUR						EACH OCCURRENCE	$ 2,000,000
	[ ] EXCESS LIAB [ ] CLAIMS-MADE	X	X				AGGREGATE	$ 2,000,000
	[ ] DED [ ] RETENTION $							$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N						[X] WC STATU-TORY LIMITS [ ] OTH-ER	$1,000,000
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICE/MEMBER EXCLUDED? [ ] N / A		X				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 (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

Project Name: Project Number:

City of Mobile is included as an Additional Insured in respect to General Liability, Automobile Liability and Umbrella Liability. All policies, except workers compensation, shall be Primary and Non-contributory with any other insurance in force or which may be purchased by Additional Insured. Waiver of Subrogation applies in favor of City of Mobile with respect to General Liability, Automobile Liability, Umbrella Liability, and Workers Compensation and Employer's Liability. 30 Day Notice of Cancellation, non-renewal or material change shall apply (except 10 days for non-payment).

CERTIFICATE HOLDER

City of Mobile
P. O. Box 1827
Mobile, Alabama 36633-1827

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

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Company ID Number:

Approved by:

Employer	
Name (Please Type or Print)	
Signature	Date
Department of Homeland Secu[illegible] Division	
Name (Please Type or P[illegible]	Title
Signature	Date

SAMPLE

Company ID Number:

Information Required for the E-Verify Program **Information relating to your Company:**	
Company Name	
Company Facility Address	
Company Alternate Address	
County or Parish	
Employer Identification Num	
North American Industry Classification Systems Code	
Parent Company	
Number of Employees	
Number of Sites Verified for	

SAMPLE

APPLICATION AND CERTIFICATION FOR PAYMENT

AIA DOCUMENT G702 PAGE ONE OF PAGES

TO OWNER City of Mobile
P. O. Box 1827
Mobile, Alabama 36633-1827

PROJECT:

APPLICATION NO:

Distribution to:
☐ OWNER
☐ ARCHITECT
☐ CONTRACTOR
☐
☐

PERIOD TO:

FROM CONTRACTOR:

VIA ARCHITECT:

PROJECT NO:

CONTRACT FOR:

CONTRACT DATE:

CONTRACTOR'S APPLICATION FOR PAYMENT

Application is made for payment, as shown below, in connection with the Contract.
Continuation Sheet, AIA Document G703, is attached.

1. ORIGINAL CONTRACT SUM		$
2. Net change by Change Orders		$
3. CONTRACT SUM TO DATE (Line 1 ± 2)		$
4. TOTAL COMPLETED & STORED TO DATE (Column G on G703)		$
5. RETAINAGE:		
a. _____ % of Completed Work (Column D + E on G703)	$	
b. _____ % of Stored Material (Column F on G703)	$	
Total Retainage (Lines 5a + 5b or Total in Column I of G703)		$
6. TOTAL EARNED LESS RETAINAGE (Line 4 Less Line 5 Total)		$
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 6 from prior Certificate)		$
8. CURRENT PAYMENT DUE		$
9. BALANCE TO FINISH, INCLUDING RETAINAGE (Line 3 less Line 6)		$

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner		
Total approved this Month		
TOTALS		
NET CHANGES by Change Order		

The undersigned Contractor certifies that to the best of the Contractor's knowledge, information and belief the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for Work for which previous Certificates for Payment were issued and payments received from the Owner, and that current payment shown herein is now due.

CONTRACTOR:

By: _____ Date: _____

State of: County of:
Subscribed and sworn to before me this day of
Notary Public:
My Commission expires:

ARCHITECT'S CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents, based on on-site observations and the data comprising the application, the Architect certifies to the Owner that to the best of the Architect's knowledge, information and belief the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED.

AMOUNT CERTIFIED . . . . . $ _____

(Attach explanation if amount certified differs from the amount applied. Initial all figures on this Application and onthe Continuation Sheet that are changed to conform with the amount certified.)
ARCHITECT:

By: _____ Date: _____

This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, payment and acceptance of payment are without prejudice to any rights of the Owner or Contractor under this Contract.

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Users may obtain validation of this document by requesting a completed AIA Document D401 - Certification of Document's Authenticity from the Licensee.

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	APR	JULY	OCT
FEB	MAY	AUG	NOV
MARCH	JUNE	SEPT	DEC

FINAL _____

Original Contract Amount	Total Amount of Contract Changes (change orders or amendments)	Final Contract Amount (include contract changes)	Payments to Date from City of Mobile	OFFICE USE ONLY (Verification)
$	$	$	$	

Instructions: List all DBEs utilized on the contract, whether or not the firms were originally listed for DBE goal credit. List actual amount paid to each DBE firm. If the established Percentage is not being met, please include a narrative description of the progress being made in DBE participation.

DBE SUBCONTRACTOR	DBE DESCRIPTION OF WORK	DBE SUBCONTRACT AMOUNT	DBE PAYMENTS THIS REPORT	PAYMENTS TO DATE	OFFICE USE ONLY (Verification)
		$	$	$	
		$	$	$	
		$	$	$	
		$	$	$	
TOTALS		$	$	$	

I HEREBY CERTIFY THAT THE INFORMATION CONTAINED HEREIN IS TRUE AND CORRECT. SUPPORTING DOCUMENTATION IS ON FILE AND IS AVAILABLE FOR INSPECTION BY CITY OF MOBILE OFFICE OF SUPPLIER DIVERSITY PERSONNEL AT ANY TIME.

PRINT NAME: _____

SIGNATURE: _____, _____ ___/___/_____
(Title) (Date)

APPLICATION AND CERTIFICATION FOR PAYMENT

AIA DOCUMENT G702 PAGE ONE OF PAGES

TO OWNER City of Mobile
P. O. Box 1827
Mobile, AL 36633-1827

PROJECT:

APPLICATION NO:

Distribution to:
☐ OWNER
☐ ARCHITECT
☐ CONTRACTOR
☐
☐

PERIOD TO:

FROM CONTRACTOR:

VIA ARCHITECT:

PROJECT NO:

CONTRACT FOR:

CONTRACT DATE:

CONTRACTOR'S APPLICATION FOR PAYMENT

Application is made for payment, as shown below, in connection with the Contract.
Continuation Sheet, AIA Document G703, is attached.

1. ORIGINAL CONTRACT SUM		$
2. Net change by Change Orders		$
3. CONTRACT SUM TO DATE (Line 1 ± 2)		$
4. TOTAL COMPLETED & STORED TO DATE (Column G on G703)		$
5. RETAINAGE:		
a. _____ % of Completed Work (Column D + E on G703)	$	
b. _____ % of Stored Material (Column F on G703)	$	
Total Retainage (Lines 5a + 5b or Total in Column I of G703)		$
6. TOTAL EARNED LESS RETAINAGE (Line 4 Less Line 5 Total)		$
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 6 from prior Certificate)		$
8. CURRENT PAYMENT DUE		$
9. BALANCE TO FINISH, INCLUDING RETAINAGE (Line 3 less Line 6)		$

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner		
Total approved this Month		
TOTALS		
NET CHANGES by Change Order		

The undersigned Contractor certifies that to the best of the Contractor's knowledge, information and belief the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for Work for which previous Certificates for Payment were issued and payments received from the Owner, and that current payment shown herein is now due.

CONTRACTOR:

By: _____ Date: _____

State of: County of:
Subscribed and sworn to before me this day of
Notary Public:
My Commission expires:

ARCHITECT'S CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents, based on on-site observations and the data comprising the application, the Architect certifies to the Owner that to the best of the Architect's knowledge, information and belief the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED.

AMOUNT CERTIFIED . . . . . $ _____

(Attach explanation if amount certified differs from the amount applied. Initial all figures on this Application and onthe Continuation Sheet that are changed to conform with the amount certified.)
ARCHITECT:

By: _____ Date: _____

This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, payment and acceptance of payment are without prejudice to any rights of the Owner or Contractor under this Contract.

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CONTINUATION SHEET

AIA DOCUMENT G703

PAGE OF PAGES

AIA Document G702, APPLICATION AND CERTIFICATION FOR PAYMENT, containing Contractor's signed certification is attached.

In tabulations below, amounts are stated to the nearest dollar.

Use Column I on Contracts where variable retainage for line items may apply.

APPLICATION NO:

APPLICATION DATE:

PERIOD TO:

ARCHITECT'S PROJECT NO:

A	B	C	D	E	F	G		H	I
ITEM NO.	DESCRIPTION OF WORK	SCHEDULED VALUE	WORK COMPLETED		MATERIALS PRESENTLY STORED (NOT IN D OR E)	TOTAL COMPLETED AND STORED TO DATE (D+E+F)	% (G ÷ C)	BALANCE TO FINISH (C - G)	RETAINAGE (IF VARIABLE RATE)
			FROM PREVIOUS APPLICATION (D + E)	THIS PERIOD					
	GRAND TOTALS								

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THE AMERICAN INSTITUTE OF ARCHITECTS, 1735 NEW YORK AVENUE, N.W. WASHINGTON, D.C. 20006-5232

CONTINUATION SHEET

AIA DOCUMENT G703

PAGE OF PAGES

AIA Document G702, APPLICATION AND CERTIFICATION FOR PAYMENT, containing Contractor's signed certification is attached.

In tabulations below, amounts are stated to the nearest dollar.

Use Column I on Contracts where variable retainage for line items may apply.

APPLICATION NO:
APPLICATION DATE:
PERIOD TO:
ARCHITECT'S PROJECT NO:

A	B	C	D	E	F	G		H	I
ITEM NO.	DESCRIPTION OF WORK	SCHEDULED VALUE	WORK COMPLETED		MATERIALS PRESENTLY STORED (NOT IN D OR E)	TOTAL COMPLETED AND STORED TO DATE (D+E+F)	% (G ÷ C)	BALANCE TO FINISH (C - G)	RETAINAGE (IF VARIABLE RATE)
			FROM PREVIOUS APPLICATION (D + E)	THIS PERIOD					
	GRAND TOTALS								

Users may obtain validation of this document by requesting of the license a completed AIA Document D401 - Certification of Document's Authenticity

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THE AMERICAN INSTITUTE OF ARCHITECTS, 1735 NEW YORK AVENUE, N.W. WASHINGTON, D.C. 20006-5232

AIA® Document G704® – 2017

Certificate of Substantial Completion

PROJECT: *(name and address)*

OWNER: *(name and address)*
City of Mobile
P.O. Box 1827
Mobile, Alabama 36633

CONTRACT INFORMATION:
Contract For:
Date:

ARCHITECT: *(name and address)*

CERTIFICATE INFORMATION:
Certificate Number:
Date:

CONTRACTOR: *(name and address)*

The Work identified below has been reviewed and found, to the Architect's best knowledge, information, and belief, to be substantially complete. Substantial Completion is the stage in the progress of the Work when the Work or designated portion is sufficiently complete in accordance with the Contract Documents so that the Owner can occupy or utilize the Work for its intended use. The date of Substantial Completion of the Project or portion designated below is the date established by this Certificate.
(Identify the Work, or portion thereof, that is substantially complete.)
Substantial Completion <Project Full Name>

ARCHITECT *(Firm Name)*	**SIGNATURE**	**PRINTED NAME AND TITLE**	**DATE OF SUBSTANTIAL COMPLETION**

WARRANTIES
The date of Substantial Completion of the Project or portion designated above is also the date of commencement of applicable warranties required by the Contract Documents, except as stated below:
(Identify warranties that do not commence on the date of Substantial Completion, if any, and indicate their date of commencement.)

WORK TO BE COMPLETED OR CORRECTED
A list of items to be completed or corrected is attached hereto, or transmitted as agreed upon by the parties, and identified as follows:
(Identify the list of Work to be completed or corrected.)

The failure to include any items on such list does not alter the responsibility of the Contractor to complete all Work in accordance with the Contract Documents. Unless otherwise agreed to in writing, the date of commencement of warranties for items on the attached list will be the date of issuance of the final Certificate of Payment or the date of final payment, whichever occurs first. The Contractor will complete or correct the Work on the list of items attached hereto within thirty (30) days from the above date of Substantial Completion.

Cost estimate of Work to be completed or corrected:

The responsibilities of the Owner and Contractor for security, maintenance, heat, utilities, damage to the Work, insurance, and other items identified below shall be as follows:
(Note: Owner's and Contractor's legal and insurance counsel should review insurance requirements and coverage.)
Per the Contract Documents, the Contractor shall be responsible for damages to the Work and providing all Insurance required under the AIA A101-Agreement Between Owner and the Contractor for a Stipulated Sum, Article 8.5.1, unitl Final Payment. The Contractor shall also be responsible for labor and materials as required to provide repairs to the word for one calendar year following the substantial completion date. The Owner shall be responsible for general security and utilities at the facility.

The Owner and Contractor hereby accept the responsibilities assigned to them in this Certificate of Substantial Completion:

CONTRACTOR *(Firm Name)*	**SIGNATURE**	**PRINTED NAME AND TITLE**	**DATE**
City of Mobile Architectural Engineering		Carleen Stout, Deputy Director	
OWNER *(Firm Name)*	**SIGNATURE**	**PRINTED NAME AND TITLE**	**DATE**

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User Notes: (3B9ADA46)

AIA® Document G706™ – 1994

Contractor's Affidavit of Payment of Debts and Claims

PROJECT: *(Name and address)*	**ARCHITECT'S PROJECT NUMBER:**	OWNER: ☐
		ARCHITECT: ☐
	CONTRACT FOR: General Construction	CONTRACTOR: ☐
TO OWNER: *(Name and address)*	**CONTRACT DATED:**	SURETY: ☐
		OTHER: ☐

STATE OF:
COUNTY OF:

The undersigned hereby certifies that, except as listed below, payment has been made in full and all obligations have otherwise been satisfied 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 Owner's property might in any way be held responsible or encumbered.

EXCEPTIONS:

SUPPORTING DOCUMENTS ATTACHED HERETO:

1. Consent of Surety to Final Payment. Whenever Surety is involved, Consent of Surety is required. AIA Document G707, Consent of Surety, may be used for this purpose

Indicate Attachment ☐ Yes ☒ No

The following supporting documents should be attached hereto if required by the Owner:

1. Contractor's Release or Waiver of Liens, conditional upon receipt of final payment.
2. Separate Releases or Waivers of Liens from Subcontractors and material and equipment suppliers, to the extent required by the Owner, accompanied by a list thereof.
3. Contractor's Affidavit of Release of Liens (AIA Document G706A).

CONTRACTOR: *(Name and address)*

BY: _____
(Signature of authorized representative)

_____
(Printed name and title)

Subscribed and sworn to before me on this date:

Notary Public:
My Commission Expires:

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User Notes: (1147552344)

AIA® Document G706A™ – 1994

Contractor's Affidavit of Release of Liens

PROJECT: *(Name and address)*	**ARCHITECT'S PROJECT NUMBER:**	OWNER: ☐
	CONTRACT FOR: General Construction	ARCHITECT: ☐
TO OWNER: *(Name and address)*	**CONTRACT DATED:**	CONTRACTOR: ☐
		SURETY: ☐
		OTHER: ☐

STATE OF:
COUNTY OF:

The undersigned hereby certifies that to the best of the undersigned's knowledge, information and belief, except as listed below, the Releases or Waivers of Lien attached hereto include the Contractor, all Subcontractors, all suppliers of materials and equipment, and all performers of Work, labor or services who have or may have liens or encumbrances or the right to assert liens or encumbrances against any property of the Owner arising in any manner out of the performance of the Contract referenced above.

EXCEPTIONS:

SUPPORTING DOCUMENTS ATTACHED HERETO:

1. Contractor's Release or Waiver of Liens, conditional upon receipt of final payment.
2. Separate Releases or Waivers of Liens from Subcontractors and material and equipment suppliers, to the extent required by the Owner, accompanied by a list thereof.

CONTRACTOR: *(Name and address)*

BY:

_____
(Signature of authorized representative)

_____
(Printed name and title)

Subscribed and sworn to before me on this date:

Notary Public:
My Commission Expires:

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Consent Of Surety to Final Payment

PROJECT: *(Name and address)*	**ARCHITECT'S PROJECT NUMBER:**	OWNER: ☐
	CONTRACT FOR: General Construction	ARCHITECT: ☐
TO OWNER: *(Name and address)*	**CONTRACT DATED:**	CONTRACTOR: ☐
		SURETY: ☐
		OTHER: ☐

In accordance with the provisions of the Contract between the Owner and the Contractor as indicated above, the
(Insert name and address of Surety)

, SURETY,

on bond of
(Insert name and address of Contractor)

, CONTRACTOR,

hereby approves of the final payment to the Contractor, and agrees that final payment to the Contractor shall not relieve the Surety of any of its obligations to
(Insert name and address of Owner)

, OWNER,

as set forth in said Surety's bond.

IN WITNESS WHEREOF, the Surety has hereunto set its hand on this date:
(Insert in writing the month followed by the numeric date and year.)

_____
(Surety)

_____
(Signature of authorized representative)

Attest:
(Seal):

_____
(Printed name and title)

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User Notes:
(1299870031)

CITY OF MOBILE, AL
VENDOR INFORMATION FORM

Company Information:

1. City Vendor Number:

2. Name of Company:

3. Company D.B.A. Name, if any:

4. Mailing Address:

5. Remittance Address:

6. Telephone:

7. Fax

8. Main Email:

Primary Contact:

9. Contact Name and Title:

10. Contact Phone:

11. Contact Fax:

12. Contact Email:

Alternate Contact (if applicable):

13. Alt. Contact Name and Title:

14. Alt. Contact Phone:

15. Alt. Contact Fax:

16. Alt. Contact Email:

City of Mobile Business License Information:

17. City of Mobile Business License No. (if required):

Please attach additional sheets if necessary.

Form **W-9**
(Rev. December 2011)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

Give Form to the requester. Do not send to the IRS.

Print or type
See Specific Instructions on page 2.

Name (as shown on your income tax return)

Business name/disregarded entity name, if different from above

Check appropriate box for federal tax classification:
☐ Individual/sole proprietor ☐ C Corporation ☐ S Corporation ☐ Partnership ☐ Trust/estate

☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ►

☐ Other (see instructions) ►

☐ Exempt payee

Address (number, street, and apt. or suite no.)

Requester's name and address (optional)

City, state, and ZIP code

List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on the "Name" line to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Social security number
☐☐☐ – ☐☐ – ☐☐☐☐

Employer identification number
☐☐ – ☐☐☐☐☐☐☐

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
3. I am a U.S. citizen or other U.S. person (defined below).

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 4.

Sign Here | **Signature of U.S. person** ► | **Date** ►

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Purpose of Form

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

Note. If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.

Exhibit 5

CITY OF MOBILE, AL
VENDOR INFORMATION FORM

Company Information:

1. City Vendor Number:

2. Name of Company:

3. Company D.B.A. Name, if any:

4. Mailing Address:

5. Remittance Address:

6. Telephone:

7. Fax

8. Main Email:

Primary Contact:

9. Contact Name and Title:

10. Contact Phone:

11. Contact Fax:

12. Contact Email:

Alternate Contact (if applicable):

13. Alt. Contact Name and Title:

14. Alt. Contact Phone:

15. Alt. Contact Fax:

16. Alt. Contact Email:

City of Mobile Business License Information:

17. City of Mobile Business License No. (if required):

Please attach additional sheets if necessary.

Form **W-9**
(Rev. December 2011)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

Give Form to the requester. Do not send to the IRS.

Print or type
See Specific Instructions on page 2.

Name (as shown on your income tax return)

Business name/disregarded entity name, if different from above

Check appropriate box for federal tax classification:
☐ Individual/sole proprietor ☐ C Corporation ☐ S Corporation ☐ Partnership ☐ Trust/estate

☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ►

☐ Other (see instructions) ►

☐ Exempt payee

Address (number, street, and apt. or suite no.)

Requester's name and address (optional)

City, state, and ZIP code

List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on the "Name" line to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

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Social security number
☐☐☐ – ☐☐ – ☐☐☐☐

Employer identification number
☐☐ – ☐☐☐☐☐☐☐

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
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3. I am a U.S. citizen or other U.S. person (defined below).

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Sign Here Signature of U.S. person ► Date ►

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Purpose of Form

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

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- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.

SECTION 00700

GENERAL CONDITIONS OF THE CONTRACT FOR CONSTRUCTION,
AIA DOCUMENT A201 - 2007

PART 1 GENERAL

This section includes the GENERAL CONDITIONS OF THE CONTRACT FOR CONSTRUCTION, AIA Document A-201, that is to be used for this Project. The document has been electronically modified to meet the City of Mobile's requirements and shall be used for the project.

AIA® Document A201® – 2017

General Conditions of the Contract for Construction

for the following PROJECT:
(Name and location or address)

THE OWNER:
(Name, legal status and address)
CITY OF MOBILE
205 Government Street
P O Box 1827
Mobile, Alabama 36633

THE ARCHITECT:
(Name, legal status and address)

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.

For guidance in modifying this document to include supplementary conditions, see AIA Document A503™, Guide for Supplementary Conditions.

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ARTICLE 1 GENERAL PROVISIONS

§ 1.1 Basic Definitions

§ 1.1.1 The Contract Documents

The Contract Documents are enumerated in the Agreement between the Owner and Contractor (hereinafter the Agreement) and consist of the Agreement, Conditions of the Contract (General, Supplementary and other Conditions), Drawings, Specifications, Addenda issued prior to execution of the Contract, other documents listed in the Agreement, and Modifications issued after execution of the Contract. A Modification is (1) a written amendment to the Contract signed by both parties, (2) a Change Order, (3) a Construction Change Directive, or (4) a written order for a minor change in the Work issued by the Architect. Unless specifically enumerated in the Agreement, the Contract Documents do not include the advertisement or invitation to bid, Instructions to Bidders, sample forms, other information furnished by the Owner in anticipation of receiving bids or proposals, the Contractor's bid or proposal, or portions of Addenda relating to bidding or proposal requirements.

§ 1.1.2 The Contract

The Contract Documents form the Contract for Construction. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations, or agreements, either written or oral. The Contract may be amended or modified only by a Modification. The Contract Documents shall not be construed to create a contractual relationship of any kind (1) between the Contractor and the Architect or the Architect's consultants, (2) between the Owner and a Subcontractor or a Sub-subcontractor, (3) between the Owner and the Architect or the Architect's consultants, or (4) between any persons or entities other than the Owner and the Contractor. The Architect shall, however, be entitled to performance and enforcement of obligations under the Contract intended to facilitate performance of the Architect's duties.

§ 1.1.3 The Work

The term "Work" means the construction and services required by the Contract Documents, whether completed or partially completed, and includes all other labor, materials, equipment, and services provided or to be provided by the Contractor to fulfill the Contractor's obligations. The Work may constitute the whole or a part of the Project.

§ 1.1.4 The Project

The Project is the total construction of which the Work performed under the Contract Documents may be the whole or a part and which may include construction by the Owner and by Separate Contractors.

§ 1.1.5 The Drawings

The Drawings are the graphic and pictorial portions of the Contract Documents showing the design, location and dimensions of the Work, generally including plans, elevations, sections, details, schedules, and diagrams.

§ 1.1.6 The Specifications

The Specifications are that portion of the Contract Documents consisting of the written requirements for materials, equipment, systems, standards and workmanship for the Work, and performance of related services.

§ 1.1.7 Instruments of Service

Instruments of Service are representations, in any medium of expression now known or later developed, of the tangible and intangible creative work performed by the Architect and the Architect's consultants under their respective professional services agreements. Instruments of Service may include, without limitation, studies, surveys, models, sketches, drawings, **Project Manual**, specifications, and other similar materials.

§ 1.1.8 Initial Decision Maker

The Initial Decision Maker is the person identified in the Agreement to render initial decisions on Claims in accordance with Section 15.2. The Initial Decision Maker shall not show partiality to the Owner or Contractor and shall not be liable for results of interpretations or decisions rendered in good faith.

§ 1.2 Correlation and Intent of the Contract Documents

§ 1.2.1 The intent of the Contract Documents is to include all items necessary for the proper execution and completion of the Work by the Contractor. The Contract Documents are complementary, and what is required by one shall be as binding as if required by all; performance by the Contractor shall be required only to the extent consistent with the Contract Documents and reasonably inferable from them as being necessary to produce the indicated results.

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§ 1.2.1.1 The invalidity of any provision of the Contract Documents shall not invalidate the Contract or its remaining provisions. If it is determined that any provision of the Contract Documents 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 Contract Documents shall be construed, to the fullest extent permitted by law, to give effect to the parties' intentions and purposes in executing the Contract.

§ 1.2.2 Organization of the Specifications into divisions, sections and articles, and arrangement of Drawings shall not control the Contractor in dividing the Work among Subcontractors or in establishing the extent of Work to be performed by any trade.

§ 1.2.3 Unless otherwise stated in the Contract Documents, words that have well-known technical or construction industry meanings are used in the Contract Documents in accordance with such recognized meanings.

§ 1.3 Capitalization

Terms capitalized in these General Conditions include those that are (1) specifically defined, (2) the titles of numbered articles, or (3) the titles of other documents published by the American Institute of Architects.

§ 1.4 Interpretation

In the interest of brevity the Contract Documents frequently omit modifying words such as "all" and "any" and articles such as "the" and "an," but the fact that a modifier or an article is absent from one statement and appears in another is not intended to affect the interpretation of either statement.

§ 1.5 Ownership and Use of Drawings, Specifications, and Other Instruments of Service

§ 1.5.1 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 retain all common law, statutory, and other reserved rights in their Instruments of Service, including copyrights. The Contractor, Subcontractors, Sub-subcontractors, and suppliers shall not own or claim a copyright in the Instruments of Service. Submittal or distribution to meet official regulatory requirements or for other purposes in connection with the Project is not to be construed as publication in derogation of the Architect's or Architect's consultants' reserved rights.

§ 1.5.2 The Contractor, Subcontractors, Sub-subcontractors, and suppliers are authorized to use and reproduce the Instruments of Service provided to them, subject to any protocols established pursuant to Sections 1.7 and 1.8, solely and exclusively for execution of the Work. All copies made under this authorization shall bear the copyright notice, if any, shown on the Instruments of Service. The Contractor, Subcontractors, Sub-subcontractors, and suppliers may not use the Instruments of Service on other projects or for additions to the Project outside the scope of the Work without the specific written consent of the Owner, Architect, and the Architect's consultants.

§ 1.6 Notice

§ 1.6.1 Except as otherwise provided in Section 1.6.2, where the Contract Documents require one party to notify or give notice to the other party, such notice shall be provided in writing to the designated representative of the party to whom the notice is addressed and shall be deemed to have been duly served if delivered in person, by mail, by courier, or by electronic transmission if a method for electronic transmission is set forth in the Agreement.

§ 1.6.2 Notice of Claims as provided in Section 15.1.3 shall be provided in writing and shall be deemed to have been duly served only if delivered to the designated representative of the party to whom the notice is addressed by certified or registered mail, or by courier providing proof of delivery.

(Paragraphs deleted)

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ARTICLE 2 OWNER

§ 2.1 General

§ 2.1.1 The Owner is the person or entity identified as such in the Agreement and is referred to throughout the Contract Documents as if singular in number. The Owner shall designate in writing a representative who shall have express authority to bind the Owner with respect to all matters requiring the Owner's approval or authorization. Except as otherwise provided in Section 4.2.1, the Architect does not have such authority. The term "Owner" means the Owner or the Owner's authorized representative.

(Paragraph deleted)

§ 2.2 Evidence of the Owner's Financial Arrangements

§ 2.2.1 Prior to commencement of the Work and upon written request by the Contractor, the Owner shall furnish to the Contractor reasonable evidence that the Owner has made financial arrangements to fulfill the Owner's obligations under the Contract. The Contractor shall have no obligation to commence the Work until the Owner provides such evidence. If commencement of the Work is delayed under this Section 2.2.1, the Contract Time shall be extended appropriately.

§ 2.2.2 Following commencement of the Work and upon written request by the Contractor, the Owner shall furnish to the Contractor reasonable evidence that the Owner has made financial arrangements to fulfill the Owner's obligations under the Contract only if (1) the Owner fails to make payments to the Contractor as the Contract Documents require; (2) the Contractor identifies in writing a reasonable concern regarding the Owner's ability to make payment when due; or (3) a change in the Work materially changes the Contract Sum. If the Owner fails to provide such evidence, as required, within fourteen days of the Contractor's request, the Contractor may immediately stop the Work and, in that event, shall notify the Owner that the Work has stopped. However, if the request is made because a change in the Work materially changes the Contract Sum under (3) above, the Contractor may immediately stop only that portion of the Work affected by the change until reasonable evidence is provided. If the Work is stopped under this Section 2.2.2, the Contract Time shall be extended appropriately and the Contract Sum shall be increased by the amount of the Contractor's reasonable costs of shutdown, delay and start-up, plus interest as provided in the Contract Documents.

§ 2.2.3 After the Owner furnishes evidence of financial arrangements under this Section 2.2, the Owner shall not materially vary such financial arrangements without prior notice to the Contractor.

§ 2.2.4 Where the Owner has designated information furnished under this Section 2.2 as "confidential," the Contractor shall keep the information confidential and shall not disclose it to any other person. However, the Contractor may disclose "confidential" information, after seven (7) days' notice to the Owner, where disclosure is required by law, including a subpoena or other form of compulsory legal process issued by a court or governmental entity, or by court or arbitrator(s) order. The Contractor may also disclose "confidential" information to its employees, consultants, sureties, Subcontractors and their employees, Sub-subcontractors, and others who need to know the content of such information solely and exclusively for the Project and who agree to maintain the confidentiality of such information.

§ 2.3 Information and Services Required of the Owner

§ 2.3.1 Except for permits and fees that are the responsibility of the Contractor under the Contract Documents, including those required under Section 3.7.1, the Owner shall secure and pay for necessary approvals, easements, assessments and charges required for construction, use or occupancy of permanent structures or for permanent changes in existing facilities.

§ 2.3.2 The Owner shall retain an architect lawfully licensed to practice architecture, or an entity lawfully practicing architecture, in the jurisdiction where the Project is located. That person or entity is identified as the Architect in the Agreement and is referred to throughout the Contract Documents as if singular in number.

§ 2.3.3 If the employment of the Architect terminates, the Owner shall employ a successor to whom the Contractor has no reasonable objection and whose status under the Contract Documents shall be that of the Architect.

§ 2.3.4 The Owner shall furnish surveys describing physical characteristics, legal limitations and utility locations for the site of the Project, and a legal description of the site. The Contractor shall be entitled to rely on the accuracy of

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information furnished by the Owner but shall exercise proper precautions relating to the safe performance of the Work.

§ 2.3.5 The Owner shall furnish information or services required of the Owner by the Contract Documents with reasonable promptness. The Owner shall also furnish any other information or services under the Owner's control and relevant to the Contractor's performance of the Work with reasonable promptness after receiving the Contractor's written request for such information or services.

§ 2.3.6 Unless otherwise provided in the Contract Documents, the Owner shall furnish to the Contractor one copy of the Contract Documents for purposes of making reproductions pursuant to Section 1.5.2.

§ 2.4 Owner's Right to Stop the Work

If the Contractor fails to correct Work that is not in accordance with the requirements of the Contract Documents as required by Section 12.2 or repeatedly fails to carry out Work in accordance with the Contract Documents, the Owner may issue a written order to the Contractor to stop the Work, or any portion thereof, until the cause for such order has been eliminated; however, the right of the Owner to stop the Work shall not give rise to a duty on the part of the Owner to exercise this right for the benefit of the Contractor or any other person or entity, except to the extent required by Section 6.1.3.

§ 2.5 Owner's Right to Carry Out the Work

If the Contractor defaults or neglects to carry out the Work in accordance with the Contract Documents and fails within a ten-day period after receipt of notice from the Owner to commence and continue correction of such default or neglect with diligence and promptness, the Owner may, without prejudice to other remedies the Owner may have, correct such default or neglect. Such action by the Owner and amounts charged to the Contractor are both subject to prior approval of the Architect and the Architect may, pursuant to Section 9.5.1, withhold or nullify a Certificate for Payment in whole or in part, to the extent reasonably necessary to reimburse the Owner for the reasonable cost of correcting such deficiencies, including Owner's expenses and compensation for the Architect's additional services made necessary by such default, neglect, or failure. If current and future payments are not sufficient to cover such amounts, the Contractor shall pay the difference to the Owner. If the Contractor disagrees with the actions of the Owner or the Architect, or the amounts claimed as costs to the Owner, the Contractor may file a Claim pursuant to Article 15.

ARTICLE 3 CONTRACTOR

§ 3.1 General

§ 3.1.1 The Contractor is the person or entity identified as such in the Agreement and is referred to throughout the Contract Documents as if singular in number. The Contractor shall be lawfully licensed, if required in the jurisdiction where the Project is located. The Contractor shall designate in writing a representative who shall have express authority to bind the Contractor with respect to all matters under this Contract. The term "Contractor" means the Contractor or the Contractor's authorized representative.

§ 3.1.2 The Contractor shall perform the Work in accordance with the Contract Documents.

§ 3.1.3 The Contractor shall not be relieved of its obligations to perform the Work in accordance with the Contract Documents either by activities or duties of the Architect in the Architect's administration of the Contract, or by tests, inspections or approvals required or performed by persons or entities other than the Contractor.

§ 3.2 Review of Contract Documents and Field Conditions by Contractor

§ 3.2.1 Execution of the Contract by the Contractor is a representation that the Contractor has visited the site, become generally familiar with local conditions under which the Work is to be performed, and correlated personal observations with requirements of the Contract Documents.

§ 3.2.2 Because the Contract Documents are complementary, the Contractor shall, before starting each portion of the Work, carefully study and compare the various Contract Documents relative to that portion of the Work, as well as the information furnished by the Owner pursuant to Section 2.3.4, shall take field measurements of any existing conditions related to that portion of the Work, and shall observe any conditions at the site affecting it. These obligations are for the purpose of facilitating coordination and construction by the Contractor and are not for the purpose of discovering errors, omissions, or inconsistencies in the Contract Documents; however, the Contractor shall

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promptly report to the Architect any errors, inconsistencies or omissions discovered by or made known to the Contractor as a request for information in such form as the Architect may require. It is recognized that the Contractor's review is made in the Contractor's capacity as a contractor and not as a licensed design professional, unless otherwise specifically provided in the Contract Documents.

§ 3.2.3 The Contractor is not required to ascertain that the Contract Documents are in accordance with applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities, but the Contractor shall promptly report to the Architect any nonconformity discovered by or made known to the Contractor as a request for information in such form as the Architect may require.

§ 3.2.4 If the Contractor believes that additional cost or time is involved because of clarifications or instructions the Architect issues in response to the Contractor's notices or requests for information pursuant to Sections 3.2.2 or 3.2.3, the Contractor shall submit Claims as provided in Article 15. If the Contractor fails to perform the obligations of Sections 3.2.2 or 3.2.3, the Contractor shall pay such costs and damages to the Owner, subject to Section 15.1.7, as would have been avoided if the Contractor had performed such obligations. If the Contractor performs those obligations, the Contractor shall not be liable to the Owner or Architect for damages resulting from errors, inconsistencies or omissions in the Contract Documents, for differences between field measurements or conditions and the Contract Documents, or for nonconformities of the Contract Documents to applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities.

§ 3.3 Supervision and Construction Procedures

§ 3.3.1 The Contractor shall supervise and direct the Work, using the Contractor's best skill and attention. The Contractor shall be solely responsible for, and have control over, construction means, methods, techniques, sequences, and procedures, and for coordinating all portions of the Work under the Contract. If the Contract Documents give specific instructions concerning construction means, methods, techniques, sequences, or procedures, the Contractor shall evaluate the jobsite safety thereof and shall be solely responsible for the jobsite safety of such means, methods, techniques, sequences, or procedures. If the Contractor determines that such means, methods, techniques, sequences or procedures may not be safe, the Contractor shall give timely notice to the Owner and Architect, and shall propose alternative means, methods, techniques, sequences, or procedures. The Architect shall evaluate the proposed alternative solely for conformance with the design intent for the completed construction. Unless the Architect objects to the Contractor's proposed alternative, the Contractor shall perform the Work using its alternative means, methods, techniques, sequences, or procedures.

§ 3.3.2 The Contractor shall be responsible to the Owner for acts and omissions of the Contractor's employees, Subcontractors and their agents and employees, and other persons or entities performing portions of the Work for, or on behalf of, the Contractor or any of its Subcontractors.

§ 3.3.3 The Contractor shall be responsible for inspection of portions of Work already performed to determine that such portions are in proper condition to receive subsequent Work.

§ 3.3.4 Three (3) days after the opening of the Bids, the Contractor shall furnish for written approval, an outline of the education, experience, and character of the Contractor's Project Manager, Superintendent, and Engineer. Any future substitution must have prior written approval of the Architect.

§ 3.4 Labor and Materials

§ 3.4.1 Unless otherwise provided in the Contract Documents, the Contractor shall provide and pay for labor, materials, equipment, tools, construction equipment and machinery, water, heat, utilities, transportation, and other facilities and services necessary for proper execution and completion of the Work, whether temporary or permanent and whether or not incorporated or to be incorporated in the Work.

§ 3.4.2 Except in the case of minor changes in the Work approved by the Architect in accordance with Section 3.12.8 or ordered by the Architect in accordance with Section 7.4, the Contractor may make substitutions only with the consent of the Owner, after evaluation by the Architect and in accordance with a Change Order or Construction Change Directive.

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§ 3.4.3 The Contractor shall enforce strict discipline and good order among the Contractor's employees and other persons carrying out the Work. The Contractor shall not permit employment of unfit persons or persons not properly skilled in tasks assigned to them.

§ 3.4.4 The Contractor's or his/her Subcontractor's supervisors and workmen engaged on special work or skilled Work in any supervisory position or trade shall be qualified and have had sufficient education, training, and experience as a recognized professional or master mechanic in such Work to perform it properly and satisfactorily as prescribed in the Contract Documents.

§ 3.4.5 Any project manager, superintendent, engineer, foreman, or workman employed by the Contractor or by a Subcontractor who, in the sole opinion of the Architect, does not perform his/her Work in a proper and skillful manner or becomes party to disrespectful, intemperate, disorderly, intoxicated, or dishonest behavior, or uses foul language, fights, commits criminal act(s), falsifies records and construction, covers-up faulty Work or materials, does not comprehend or follow instructions, does not get along with the Architect or Owner's representative, or is otherwise objectionable, shall at the written request by the Architect, be discharged within 24 hours by the Contractor or Subcontractor employing such project manager, superintendent, engineer, foreman or workman, and shall not be employed again or any portion of the Work without the written consent of the Architect.

§ 3.4.6 Should the Contractor fail to remove such person or persons specified in Article 3.4.5 hereinabove or fail to furnish suitable and sufficient machinery, equipment, materials or qualified labor force for the proper execution of the Work, the Architect may withhold all payments which are or may become due to the Contractor or may suspend the Work until such orders are complied with.

§ 3.4.7 Contractor shall abide by provisions of Section 14.1 and Section 14.2, Code of the City of Mobile, originally adopted December 10, 1991. Prohibiting Discrimination in Employment by Contractors, Subcontractors, and Vendors performing Work and providing materials and supplies for the City of Mobile. A copy of said Code is located in the City's Projects Architectural Engineering Department. Certification of compliance with this requirement shall be made for all persons involved in the Work by the signature of the General Conditions on the Bid Form.

§ 3.5 Warranty

§ 3.5.1 The Contractor warrants to the Owner and Architect that materials and equipment furnished under the Contract will be of good quality and new unless the Contract Documents require or permit otherwise. The Contractor further warrants that the Work will conform to the requirements of the Contract Documents and will be free from defects, except for those inherent in the quality of the Work the Contract Documents require or permit. Work, materials, or equipment not conforming to these requirements may be considered defective. The Contractor's warranty excludes remedy for damage or defect caused by abuse, alterations to the Work not executed by the Contractor, improper or insufficient maintenance, improper operation, or normal wear and tear and normal usage. If required by the Architect, the Contractor shall furnish satisfactory evidence as to the kind and quality of materials and equipment.

§ 3.5.2 All material, equipment, or other special warranties required by the Contract Documents shall be issued in the name of the Owner, or shall be transferable to the Owner, and shall commence in accordance with Section 9.8.4.

§ 3.6 Taxes

The Contractor shall pay sales, consumer, use and similar taxes for the Work provided by the Contractor that are legally enacted when bids are received or negotiations concluded, whether or not yet effective or merely scheduled to go into effect.

§ 3.7 Permits, Fees, Notices and Compliance with Laws

§ 3.7.1 Unless otherwise provided in the Contract Documents, the Contractor shall secure **City of Mobile building permit without cost, and shall secure and pay for** other permits, fees, licenses, and inspections by government agencies necessary for proper execution and completion of the Work that are customarily secured after execution of the Contract and legally required at the time bids are received or negotiations concluded.

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§ 3.7.1.1 The Contractor shall secure building and other permits customarily obtained from the City of Mobile at no cost.

§ 3.7.2 The Contractor shall comply with and give notices required by applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities applicable to performance of the Work.

§ 3.7.3 If the Contractor performs Work knowing it to be contrary to applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities, the Contractor shall assume appropriate responsibility for such Work and shall bear the costs attributable to correction.

§ 3.7.4 Concealed or Unknown Conditions

If the Contractor encounters conditions at the site that are (1) subsurface or otherwise concealed physical conditions that differ materially from those indicated in the Contract Documents or (2) unknown physical conditions of an unusual nature that differ materially from those ordinarily found to exist and generally recognized as inherent in construction activities of the character provided for in the Contract Documents, the Contractor shall promptly provide notice to the Owner and the Architect before conditions are disturbed and in no event later than 14 days after first observance of the conditions. The Architect will promptly investigate such conditions and, if the Architect determines that they differ materially and cause an increase or decrease in the Contractor's cost of, or time required for, performance of any part of the Work, will recommend that an equitable adjustment be made in the Contract Sum or Contract Time, or both. If the Architect determines that the conditions at the site are not materially different from those indicated in the Contract Documents and that no change in the terms of the Contract is justified, the Architect shall promptly notify the Owner and Contractor, stating the reasons. If either party disputes the Architect's determination or recommendation, that party may submit a Claim as provided in Article 15.

§ 3.7.5 If, in the course of the Work, the Contractor encounters human remains or recognizes the existence of burial markers, archaeological sites or wetlands not indicated in the Contract Documents, the Contractor shall immediately suspend any operations that would affect them and shall notify the Owner and Architect. Upon receipt of such notice, the Owner shall promptly take any action necessary to obtain governmental authorization required to resume the operations. The Contractor shall continue to suspend such operations until otherwise instructed by the Owner but shall continue with all other operations that do not affect those remains or features. Requests for adjustments in the Contract Sum and Contract Time arising from the existence of such remains or features may be made as provided in Article 15.

§ 3.8 Allowances

§ 3.8.1 The Contractor shall include in the Contract Sum all allowances stated in the Contract Documents. Items covered by allowances shall be supplied for such amounts and by such persons or entities as the Owner may direct, but the Contractor shall not be required to employ persons or entities to whom the Contractor has reasonable objection.

§ 3.8.2 Unless otherwise provided in the Contract Documents,

- **.1** allowances shall cover the cost to the Contractor of materials and equipment delivered at the site and all required taxes, less applicable trade discounts;
- **.2** Contractor's costs for unloading and handling at the site, labor, installation costs, overhead, profit, and other expenses contemplated for stated allowance amounts shall be included in the Contract Sum but not in the allowances; and
- **.3** whenever costs are more than or less than allowances, the Contract Sum shall be adjusted accordingly by Change Order. The amount of the Change Order shall reflect (1) the difference between actual costs and the allowances under Section 3.8.2.1 and (2) changes in Contractor's costs under Section 3.8.2.2.

§ 3.8.3 Materials and equipment under an allowance shall be selected by the Owner with reasonable promptness.

§ 3.9 Superintendent

§ 3.9.1 The Contractor shall employ a competent superintendent and necessary assistants who shall be in attendance at the Project site during performance of the Work. The superintendent shall represent the Contractor, and communications given to the superintendent shall be as binding as if given to the Contractor.

§ 3.9.2 The Contractor, as soon as practicable after award of the Contract, shall notify the Owner and Architect of the name and qualifications of a proposed superintendent. Within 14 days of receipt of the information, the Architect may notify the Contractor, stating whether the Owner or the Architect (1) has reasonable objection to the proposed

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superintendent or (2) requires additional time for review. Failure of the Architect to provide notice within the 14-day period shall constitute notice of no reasonable objection.

§ 3.9.3 The Contractor shall not employ a proposed superintendent to whom the Owner or Architect has made reasonable and timely objection. The Contractor shall not change the superintendent without the Owner's consent, which shall not unreasonably be withheld or delayed.

§ 3.10 Contractor's Construction and Submittal Schedules

§ 3.10.1 The Contractor, **within ten (10) business days** after being awarded the Contract, shall submit for the Owner's and Architect's information a Contractor's construction schedule for the Work. The schedule shall contain detail appropriate for the Project, including (1) the date of commencement of the Work, interim schedule milestone dates, and the date of Substantial Completion; (2) an apportionment of the Work by construction activity; and (3) the time required for completion of each portion of the Work. The schedule shall provide for the orderly progression of the Work to completion and shall not exceed time limits current under the Contract Documents. The schedule shall be revised at appropriate intervals as required by the conditions of the Work and Project.

§ 3.10.2 The Contractor, promptly after being awarded the Contract and thereafter as necessary to maintain a current submittal schedule, shall submit a submittal schedule for the Architect's approval. The Architect's approval shall not be unreasonably delayed or withheld. The submittal schedule shall (1) be coordinated with the Contractor's construction schedule, and (2) allow the Architect reasonable time to review submittals. If the Contractor fails to submit a submittal schedule, or fails to provide submittals in accordance with the approved submittal schedule, the Contractor shall not be entitled to any increase in Contract Sum or extension of Contract Time based on the time required for review of submittals.

§ 3.10.3 The Contractor shall perform the Work in general accordance with the most recent schedules submitted to the Owner and Architect.

§ 3.11 Documents and Samples at the Site

The Contractor shall make available, at the Project site, the Contract Documents, including Change Orders, Construction Change Directives, and other Modifications, in good order and marked currently to indicate field changes and selections made during construction, and the approved Shop Drawings, Product Data, Samples, and similar required submittals. These shall be in electronic form or paper copy, available to the Architect and Owner, and delivered to the Architect for submittal to the Owner upon completion of the Work as a record of the Work as constructed.

§ 3.12 Shop Drawings, Product Data and Samples

§ 3.12.1 Shop Drawings are drawings, diagrams, schedules, and other data specially prepared for the Work by the Contractor or a Subcontractor, Sub-subcontractor, manufacturer, supplier, or distributor to illustrate some portion of the Work.

§ 3.12.2 Product Data are illustrations, standard schedules, performance charts, instructions, brochures, diagrams, and other information furnished by the Contractor to illustrate materials or equipment for some portion of the Work.

§ 3.12.3 Samples are physical examples that illustrate materials, equipment, or workmanship, and establish standards by which the Work will be judged.

§ 3.12.4 Shop Drawings, Product Data, Samples, and similar submittals are not Contract Documents. Their purpose is to demonstrate how the Contractor proposes to conform to the information given and the design concept expressed in the Contract Documents for those portions of the Work for which the Contract Documents require submittals. Review by the Architect is subject to the limitations of Section 4.2.7. Informational submittals upon which the Architect is not expected to take responsive action may be so identified in the Contract Documents. Submittals that are not required by the Contract Documents may be returned by the Architect without action.

§ 3.12.5 The Contractor shall review for compliance with the Contract Documents, approve, and submit to the Architect, Shop Drawings, Product Data, Samples, and similar submittals required by the Contract Documentswith reasonable promptness and in such sequence as to cause no delay in the Work or in the activities of the Owner or of Separate Contractors. **Submittals which are not marked as reviewed for compliance with the Contract**

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Documents and approved by the Contractor may be returned by the Architect without action. Wherever Shop Drawings are required in these Specifications, Shop Drawings shall be submitted for approval before materials are fabricated. Drawings shall show complete details. The General Contractor shall check and approve them either in writing or by stamp before forwarding to the Architect. The Architect will mark copies "Approved" if correct; or, "Approved As Noted" if only minor corrections are necessary. If major corrections are necessary, they will be noted on the Shop Drawings and they will be returned to the Contractor for correction and resubmission. Submit four (4) copies for Architect's and Owner's use plus the number of copies the Contractor requires for his/her own use.

§ 3.12.6 By submitting Shop Drawings, Product Data, Samples, and similar submittals, the Contractor represents to the Owner and Architect that the Contractor has (1) reviewed and approved them, (2) determined and verified materials, field measurements and field construction criteria related thereto, or will do so, and (3) checked and coordinated the information contained within such submittals with the requirements of the Work and of the Contract Documents.

§ 3.12.7 The Contractor shall perform no portion of the Work for which the Contract Documents require submittal and review of Shop Drawings, Product Data, Samples, or similar submittals, until the respective submittal has been approved by the Architect.

§ 3.12.8 The Work shall be in accordance with approved submittals except that the Contractor shall not be relieved of responsibility for deviations from the requirements of the Contract Documents by the Architect's approval of Shop Drawings, Product Data, Samples, or similar submittals, unless the Contractor has specifically notified the Architect of such deviation at the time of submittal and (1) the Architect has given written approval to the specific deviation as a minor change in the Work, or (2) a Change Order or Construction Change Directive has been issued authorizing the deviation. The Contractor shall not be relieved of responsibility for errors or omissions in Shop Drawings, Product Data, Samples, or similar submittals, by the Architect's approval thereof.

§ 3.12.9 The Contractor shall direct specific attention, in writing or on resubmitted Shop Drawings, Product Data, Samples, or similar submittals, to revisions other than those requested by the Architect on previous submittals. In the absence of such notice, the Architect's approval of a resubmission shall not apply to such revisions.

§ 3.12.10 The Contractor shall not be required to provide professional services that constitute the practice of architecture or engineering unless such services are specifically required by the Contract Documents for a portion of the Work or unless the Contractor needs to provide such services in order to carry out the Contractor's responsibilities for construction means, methods, techniques, sequences, and procedures. The Contractor shall not be required to provide professional services in violation of applicable law.

§ 3.12.10.1 If professional design services or certifications by a design professional related to systems, materials, or equipment are specifically required of the Contractor by the Contract Documents, the Owner and the Architect will specify all performance and design criteria that such services must satisfy. The Contractor shall be entitled to rely upon the adequacy and accuracy of the performance and design criteria provided in the Contract Documents. The Contractor shall cause such services or certifications to be provided by an appropriately licensed design professional, whose signature and seal shall appear on all drawings, calculations, specifications, certifications, Shop Drawings, and other submittals prepared by such professional. Shop Drawings, and other submittals related to the Work, designed or certified by such professional, if prepared by others, shall bear such professional's written approval when submitted to the Architect. The Owner and the Architect shall be entitled to rely upon the adequacy and accuracy of the services, certifications, and approvals performed or provided by such design professionals, provided the Owner and Architect have specified to the Contractor the performance and design criteria that such services must satisfy. Pursuant to this Section 3.12.10, the Architect will review and approve or take other appropriate action on submittals only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents.

§ 3.12.10.2 If the Contract Documents require the Contractor's design professional to certify that the Work has been performed in accordance with the design criteria, the Contractor shall furnish such certifications to the Architect at the time and in the form specified by the Architect.

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§ 3.13 Use of Site
The Contractor shall confine operations at the site to areas permitted by applicable laws, statutes, ordinances, codes, rules and regulations, lawful orders of public authorities, and the Contract Documents and shall not unreasonably encumber the site with materials or equipment.

§ 3.14 Cutting and Patching
§ 3.14.1 The Contractor shall be responsible for cutting, fitting, or patching required to complete the Work or to make its parts fit together properly. All areas requiring cutting, fitting, or patching shall be restored to the condition existing prior to the cutting, fitting, or patching, unless otherwise required by the Contract Documents.

§ 3.14.2 The Contractor shall not damage or endanger a portion of the Work or fully or partially completed construction of the Owner or Separate Contractors by cutting, patching, or otherwise altering such construction, or by excavation. The Contractor shall not cut or otherwise alter construction by the Owner or a Separate Contractor except with written consent of the Owner and of the Separate Contractor. Consent shall not be unreasonably withheld. The Contractor shall not unreasonably withhold, from the Owner or a Separate Contractor, its consent to cutting or otherwise altering the Work.

§ 3.15 Cleaning Up
§ 3.15.1 The Contractor shall keep the premises and surrounding area free from accumulation of waste materials and rubbish caused by operations under the Contract. At completion of the Work, the Contractor shall remove waste materials, rubbish, the Contractor's tools, construction equipment, machinery, and surplus materials from and about the Project.

§ 3.15.2 If the Contractor fails to clean up as provided in the Contract Documents, the Owner may do so and the Owner shall be entitled to reimbursement from the Contractor.

§ 3.16 Access to Work
The Contractor shall provide the Owner and Architect with access to the Work in preparation and progress wherever located.

§ 3.17 Royalties, Patents and Copyrights
The Contractor shall pay all royalties and license fees. The Contractor shall defend suits or claims for infringement of copyrights and patent rights and shall hold the Owner and Architect harmless from loss on account thereof, but shall not be responsible for defense or loss when a particular design, process, or product of a particular manufacturer or manufacturers is required by the Contract Documents, or where the copyright violations are contained in Drawings, Specifications, or other documents prepared by the Owner or Architect. However, if an infringement of a copyright or patent is discovered by, or made known to, the Contractor, the Contractor shall be responsible for the loss unless the information is promptly furnished to the Architect.

§ 3.18 Indemnification
§ 3.18.1 To the fullest extent permitted by law, the Contractor shall indemnify and hold harmless the Owner, Architect, Architect's consultants, and agents and employees of any of them from and against claims, damages, losses, and expenses, including but not limited to attorneys' fees, arising out of or resulting from performance of the Work, provided that such claim, damage, loss, or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Work itself), but only to the extent caused by the negligent acts or omissions of the Contractor, a Subcontractor, anyone directly or indirectly employed by them, or anyone for whose acts they may be liable, regardless of whether or not such claim, damage, loss, or expense is caused in part by a party indemnified hereunder. Such obligation shall not be construed to negate, abridge, or reduce other rights or obligations of indemnity **which** would otherwise exist as to a party or person described in this Section 3.18.

§ 3.18.2 In claims against any person or entity indemnified under this Section 3.18 by an employee of the Contractor, a Subcontractor, anyone directly or indirectly employed by them, or anyone for whose acts they may be liable, the indemnification obligation under Section 3.18.1 shall not be limited by a limitation on amount or type of damages, compensation, or benefits payable by or for the Contractor or a Subcontractor under workers' compensation acts, disability benefit acts, or other employee benefit acts.

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§ 3.19 As applicable, the Contractor shall be responsible at the appropriate time during construction of the Project to have all permanent meters installed (electrical, water, gas, etc.) and all utilities connected prior to the time of Final Inspection. The Contractor shall pay all utility costs until the Project is accepted by the City of Mobile.

ARTICLE 4 ARCHITECT

§ 4.1 General

§ 4.1.1 The Owner shall retain an Architect lawfully licensed to practice architecture or an entity lawfully practicing architecture in the jurisdiction where the Project is located. That person or entity is identified as the Architect in the Agreement and is referred to throughout the Contract Documents as if singular in number.

§ 4.1.2 Duties, responsibilities, and limitations of authority of the Architect as set forth in the Contract Documents shall not be restricted, modified, or extended without written consent of the Owner, Contractor, and Architect. Consent shall not be unreasonably withheld.

§ 4.2 Administration of the Contract

§ 4.2.1 The Architect will provide administration of the Contract as described in the Contract Documents and will be an Owner's representative **(1) during construction, (2) until all conditions necessary for the final completion and payment have been fulfilled, and (3) with the Owner's concurrence, from time to time during the one-year period for correction of Work described in Section 12.2.** The Architect will have authority to act on behalf of the Owner only to the extent provided in the Contract Documents.

§ 4.2.2 The Architect will visit the site at intervals appropriate to the stage of construction, or as otherwise agreed with the Owner, to become generally familiar with the progress and quality of the portion of the Work completed, and to determine in general if the Work observed is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents. However, the Architect will not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. The Architect will not have control over, charge of, or responsibility for the construction means, methods, techniques, sequences or procedures, or for the safety precautions and programs in connection with the Work, since these are solely the Contractor's rights and responsibilities under the Contract Documents**, unless otherwise modified in writing in accordance with other provisions of the Contract.**

§ 4.2.3 On the basis of the site visits, the Architect will keep the Owner reasonably informed about the progress and quality of the portion of the Work completed, and promptly report to the Owner (1) known deviations from the Contract Documents, (2) known deviations from the most recent construction schedule submitted by the Contractor, and (3) defects and deficiencies observed in the Work. The Architect will not be responsible for the Contractor's failure to perform the Work in accordance with the requirements of the Contract Documents. The Architect will not have control over or charge of, and will not be responsible for acts or omissions of, the Contractor, Subcontractors, or their agents or employees, or any other persons or entities performing portions of the Work.

§ 4.2.4 Communications

The Owner and Contractor shall include the Architect in all communications 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. Communications by and with Subcontractors and suppliers shall be through the Contractor. Communications by and with Separate Contractors shall be through the Owner. The Contract Documents may specify other communication protocols.

§ 4.2.5 Based on the Architect's evaluations of the Contractor's Applications for Payment, the Architect will review and certify the amounts due the Contractor and will issue Certificates for Payment in such amounts.

§ 4.2.6 The Architect has authority to reject Work that does not conform to the Contract Documents. Whenever the Architect considers it necessary or advisable, the Architect will have authority to require inspection or testing of the Work in accordance with Sections 13.4.2 and 13.4.3, whether or not the Work is fabricated, installed or completed. However, neither this authority of the Architect nor a decision made in good faith either to exercise or not to exercise such authority shall give rise to a duty or responsibility of the Architect to the Contractor, Subcontractors, suppliers, their agents or employees, or other persons or entities performing portions of the Work.

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§ 4.2.7 The Architect will review and approve, or take other appropriate action upon, the Contractor's submittals such as Shop Drawings, Product Data, and Samples, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. The Architect's action will be taken in accordance with the submittal schedule approved by the Architect or, in the absence of an approved submittal schedule, with reasonable promptness while allowing sufficient time in the Architect's professional judgment to permit adequate review. Review of such submittals is not conducted for the purpose of determining the accuracy and completeness of other details such as dimensions and quantities, or for substantiating instructions for installation or performance of equipment or systems, all of which remain the responsibility of the Contractor as required by the Contract Documents. The Architect's review of the Contractor's submittals shall not relieve the Contractor of the obligations under Sections 3.3, 3.5, and 3.12. The Architect's review shall not constitute approval of safety precautions or of any construction means, methods, techniques, sequences, or procedures. The Architect's approval of a specific item shall not indicate approval of an assembly of which the item is a component.

§ 4.2.8 The Architect will prepare Change Orders and Construction Change Directives, and may order minor changes in the Work as provided in Section 7.4. The Architect will investigate and make determinations and recommendations regarding concealed and unknown conditions as provided in Section 3.7.4.

§ 4.2.9 The Architect will conduct inspections to determine the date or dates of Substantial Completion and the date of final completion; issue Certificates of Substantial Completion pursuant to Section 9.8; receive and forward to the Owner, for the Owner's review and records, written warranties and related documents required by the Contract and assembled by the Contractor pursuant to Section 9.10; and issue a final Certificate for Payment pursuant to Section 9.10.

§ 4.2.10 If the Owner and Architect agree, the Architect will provide one or more Project representatives to assist in carrying out the Architect's responsibilities at the site. The Owner shall notify the Contractor of any change in the duties, responsibilities and limitations of authority of the Project representatives.

§ 4.2.11 The Architect will interpret and decide matters concerning performance under, and requirements of, the Contract Documents on written request of either the Owner or Contractor. The Architect's response to such requests will be made in writing within any time limits agreed upon or otherwise with reasonable promptness.

§ 4.2.12 Interpretations and decisions of the Architect will be consistent with the intent of, and reasonably inferable from, the Contract Documents and will be in writing or in the form of drawings. When making such interpretations and decisions, the Architect will endeavor to secure faithful performance by both Owner and Contractor, will not show partiality to either, and will not be liable for results of interpretations or decisions rendered in good faith.

§ 4.2.13 The Architect's decisions on matters relating to aesthetic effect will be final if consistent with the intent expressed in the Contract Documents.

§ 4.2.14 The Architect will review and respond to requests for information about the Contract Documents. The Architect's response to such requests will be made in writing within any time limits agreed upon or otherwise with reasonable promptness. If appropriate, the Architect will prepare and issue supplemental Drawings and Specifications in response to the requests for information.

ARTICLE 5 SUBCONTRACTORS

§ 5.1 Definitions

§ 5.1.1 A Subcontractor is a person or entity who has a direct contract with the Contractor to perform a portion of the Work at the site. The term "Subcontractor" is referred to throughout the Contract Documents as if singular in number and means a Subcontractor or an authorized representative of the Subcontractor. The term "Subcontractor" does not include a Separate Contractor or the subcontractors of a Separate Contractor.

§ 5.1.2 A Sub-subcontractor is a person or entity who has a direct or indirect contract with a Subcontractor to perform a portion of the Work at the site. The term "Sub-subcontractor" is referred to throughout the Contract Documents as if singular in number and means a Sub-subcontractor or an authorized representative of the Sub-subcontractor.

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§ 5.2 Award of Subcontracts and Other Contracts for Portions of the Work

§ 5.2.1 The apparent low bidder, within (3) days after bids are opened shall notify the Owner and Architect of the persons or entities proposed for each principal portion of the Work, including those who are to furnish materials or equipment fabricated to a special design. Within 14 days of receipt of the information, the Architect may notify the Contractor whether the Owner or the Architect (1) has reasonable objection to any such proposed person or (2) requires additional time for review. Failure of the Architect to provide notice within the 14-day period shall constitute notice of no reasonable objection.

§ 5.2.2 The Contractor shall not contract with a proposed person or entity to whom the Owner or Architect has made reasonable and timely objection. The Contractor shall not be required to contract with anyone to whom the Contractor has made reasonable objection.

§ 5.2.3 If the Owner or Architect has reasonable objection to a person or entity proposed by the Contractor, the Contractor shall propose another to whom the Owner or Architect has no reasonable objection.

§ 5.2.4 The Contractor shall not substitute a Subcontractor, person, or entity for one previously selected if the Owner or Architect makes reasonable objection to such substitution.

§ 5.3 Subcontractual Relations

By appropriate written agreement, the Contractor shall require each Subcontractor, to the extent of the Work to be performed by the Subcontractor, to be bound to the Contractor by terms of the Contract Documents, and to assume toward the Contractor all the obligations and responsibilities, including the responsibility for safety of the Subcontractor's Work that the Contractor, by these Contract Documents, assumes toward the Owner and Architect. Each subcontract agreement shall preserve and protect the rights of the Owner and Architect under the Contract Documents with respect to the Work to be performed by the Subcontractor so that subcontracting thereof will not prejudice such rights, and shall allow to the Subcontractor, unless specifically provided otherwise in the subcontract agreement, the benefit of all rights, remedies, and redress against the Contractor that the Contractor, by the Contract Documents, has against the Owner. Where appropriate, the Contractor shall require each Subcontractor to enter into similar agreements with Sub-subcontractors. The Contractor shall make available to each proposed Subcontractor, prior to the execution of the subcontract agreement, copies of the Contract Documents to which the Subcontractor will be bound, and, upon written request of the Subcontractor, identify to the Subcontractor terms and conditions of the proposed subcontract agreement that may be at variance with the Contract Documents. Subcontractors will similarly make copies of applicable portions of such documents available to their respective proposed Sub-subcontractors.

§ 5.4 Contingent Assignment of Subcontracts

§ 5.4.1 Each subcontract agreement for a portion of the Work is assigned by the Contractor to the Owner, provided that

.1 assignment is effective only after termination of the Contract by the Owner for cause pursuant to Section 14.2 and only for those subcontract agreements that the Owner accepts by notifying the Subcontractor and Contractor; and

.2 assignment is subject to the prior rights of the surety, if any, obligated under bond relating to the Contract.

When the Owner accepts the assignment of a subcontract agreement, the Owner assumes the Contractor's rights and obligations under the subcontract.

§ 5.4.2 Upon such assignment, if the Work has been suspended for more than 30 days, the Subcontractor's compensation **may** be equitably adjusted for increases in cost resulting from the suspension.

§ 5.4.3 Upon assignment to the Owner under this Section 5.4, the Owner may further assign the subcontract to a successor contractor or other entity.

ARTICLE 6 CONSTRUCTION BY OWNER OR BY SEPARATE CONTRACTORS

§ 6.1 Owner's Right to Perform Construction and to Award Separate Contracts

§ 6.1.1 The term "Separate Contractor(s)" shall mean other contractors retained by the Owner under separate agreements. The Owner reserves the right to perform construction or operations related to the Project with the Owner's own forces, and with Separate Contractors retained under Conditions of the Contract substantially similar to

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those of this Contract, including those provisions of the Conditions of the Contract related to insurance and waiver of subrogation.

§ 6.1.2 When separate contracts are awarded for different portions of the Project or other construction or operations on the site, the term "Contractor" in the Contract Documents in each case shall mean the Contractor who executes each separate Owner-Contractor Agreement.

§ 6.1.3 The Owner shall provide for coordination of the activities of the Owner's own forces and of each Separate Contractor with the Work of the Contractor, who shall cooperate with them. The Contractor shall participate with any Separate Contractors and the Owner in reviewing their construction schedules. The Contractor shall make any revisions to its construction schedule deemed necessary after a joint review and mutual agreement. The construction schedules shall then constitute the schedules to be used by the Contractor, Separate Contractors, and the Owner until subsequently revised.

§ 6.1.4 Unless otherwise provided in the Contract Documents, when the Owner performs construction or operations related to the Project with the Owner's own forces or with Separate Contractors, the Owner or its Separate Contractors shall have the same obligations and rights that the Contractor has under the Conditions of the Contract, including, without excluding others, those stated in Article 3, this Article 6, and Articles 10, 11, and 12.

§ 6.2 Mutual Responsibility

§ 6.2.1 The Contractor shall afford the Owner and Separate Contractors reasonable opportunity for introduction and storage of their materials and equipment and performance of their activities, and shall connect and coordinate the Contractor's construction and operations with theirs as required by the Contract Documents.

§ 6.2.2 If part of the Contractor's Work depends for proper execution or results upon construction or operations by the Owner or a Separate Contractor, the Contractor shall, prior to proceeding with that portion of the Work, promptly notify the Architect of apparent discrepancies or defects in the construction or operations by the Owner or Separate Contractor that would render it unsuitable for proper execution and results of the Contractor's Work. Failure of the Contractor to notify the Architect of apparent discrepancies or defects prior to proceeding with the Work shall constitute an acknowledgment that the Owner's or Separate Contractor's completed or partially completed construction is fit and proper to receive the Contractor's Work. The Contractor shall not be responsible for discrepancies or defects in the construction or operations by the Owner or Separate Contractor that are not apparent.

§ 6.2.3 The Contractor shall reimburse the Owner for costs the Owner incurs that are payable to a Separate Contractor because of the Contractor's delays, improperly timed activities or defective construction. The Owner shall be responsible to the Contractor for costs the Contractor incurs because of a Separate Contractor's delays, improperly timed activities, damage to the Work or defective construction.

§ 6.2.4 The Contractor shall promptly remedy damage that the Contractor wrongfully causes to completed or partially completed construction or to property of the Owner or Separate Contractor as provided in Section 10.2.5.

§ 6.2.5 The Owner and each Separate Contractor shall have the same responsibilities for cutting and patching as are described for the Contractor in Section 3.14.

§ 6.3 Owner's Right to Clean Up

If a dispute arises among the Contractor, Separate Contractors, and the Owner as to the responsibility under their respective contracts for maintaining the premises and surrounding area free from waste materials and rubbish, the Owner may clean up and the Architect will allocate the cost among those responsible.

ARTICLE 7 CHANGES IN THE WORK

§ 7.1 General

§ 7.1.1 Changes in the Work may be accomplished after execution of the Contract, and without invalidating the Contract, by Change Order, Construction Change Directive or order for a minor change in the Work, subject to the limitations stated in this Article 7 and elsewhere in the Contract Documents. **The total of all Change Orders on each contract shall not exceed (10%) of the contract price for each project and shall be subject to at least one of the following criteria:**

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1. **Minor changes for a total monetary value less than required for competitive bidding under the State Competitive Bid Laws.**
2. **Changes for matters relatively minor and incidental to the original contract necessitated by unforeseen circumstances arising during the course of the Work.**
3. **Emergencies arising during the course of the Work of the Contract.**
4. **Changes or Alterations provided for the original bidding where there is no difference in price on the Change Order from the original best bid on the Alternate.**
5. **Changes of relatively minor items not contemplated when the plans and specifications were prepared and the Project was bid, which are in the public interest.**

§ 7.1.2 A Change Order shall be based upon agreement among the Owner, Contractor, and Architect. A Construction Change Directive requires agreement by the Owner and Architect and may or may not be agreed to by the Contractor. An order for a minor change in the Work may be issued by the Architect alone.

§ 7.1.3 Changes in the Work shall be performed under applicable provisions of the Contract Documents. The Contractor shall proceed promptly with changes in the Work, unless otherwise provided in the Change Order, Construction Change Directive, or order for a minor change in the Work.

§ 7.2 Change Orders

§ 7.2.1 A Change Order is a written instrument prepared by the Architect and signed by the Owner, Contractor, and Architect stating their agreement upon all of the following:

.1 The change in the Work;
.2 The amount of the adjustment, if any, in the Contract Sum; and
.3 The extent of the adjustment, if any, in the Contract Time.
.4 **There shall be attached to each Change Order, a signed statement from the Architect containing the following:**

A. **A statement of what the Change Order covers and who instituted the Change Order and why it is necessary or desired.**
B. **A statement setting forth the reasons for using the Change Order method rather than taking new competitive bids.**
C. **A statement that all prices have been reviewed and found reasonable, fair, and equitable and recommending approval of the same.**

§ 7.2.2 Change Orders and Contract Sum Adjustments:

No change in the Work, Contract Sum, or Contract Time shall be valid unless executed by written Change Order or Construction Change Directive issued by the Owner in accordance with the Contract Documents. All Change Orders shall comply with the requirements of the Alabama Public Works Bid Law and applicable Attorney General opinions interpreting the law.

(a) Scope Limitation: Change Orders shall be limited to work that is incidental, closely related to, or necessary for the proper completion of the original scope of work. No Change Order shall materially alter the nature of the Project or substitute an entirely new undertaking for the original Contract.

(b) Compliance with Competitive Bidding: Change Orders shall not be used to circumvent the competitive bidding requirements of Alabama law. Any modification that is so substantial as to constitute a new or different undertaking must be procured by separate bid in accordance with Ala. Code § 39-2-2.

(c) Written Authorization Required: The Contractor shall not perform any work that will result in additional compensation or time without prior written approval from the Owner through a duly executed Change Order. Any work performed without such approval shall be at the Contractor's sole risk and expense.

(d) Supporting Documentation: All requests for a Change Order must include detailed cost breakdowns, schedule impacts, and any supporting documentation as required by the Owner.

(e) City Appropriation Contingency: All Change Orders are subject to available appropriations and shall not be effective unless sufficient funds are appropriated for the increase in the Contract Sum.

§ 7.3 Construction Change Directives

§ 7.3.1 A Construction Change Directive is a written order prepared by the Architect and signed by the Owner and Architect, directing a change in the Work prior to agreement on adjustment, if any, in the Contract Sum or Contract Time, or both. The Owner may by Construction Change Directive, without invalidating the Contract, order changes in the Work within the general scope of the Contract consisting of additions, deletions, or other revisions, the Contract Sum and Contract Time being adjusted accordingly.

§ 7.3.2 A Construction Change Directive shall be used in the absence of total agreement on the terms of a Change Order.

§ 7.3.3 If the Construction Change Directive provides for an adjustment to the Contract Sum, the adjustment shall be based on one of the following methods:

.1 Mutual acceptance of a lump sum properly itemized and supported by sufficient substantiating data to permit evaluation;
.2 Unit prices stated in the Contract Documents or subsequently agreed upon;
.3 Cost to be determined in a manner agreed upon by the parties and a mutually acceptable fixed or percentage fee; or
.4 As provided in Section 7.3.4.

§ 7.3.4 If the Contractor does not respond promptly or disagrees with the method for adjustment in the Contract Sum, the Architect shall determine the adjustment on the basis of reasonable expenditures and savings of those performing the Work attributable to the change, including, in case of an increase in the Contract Sum, an **allowance of (10%) mark-up on Subcontractor's direct cost (actual cost of Labor & Materials) and (15%) mark-up on General Contractor's direct (actual cost of Labor & Materials).** In such case, and also under Section 7.3.3.3, the Contractor

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shall keep and present, in such form as the Architect may prescribe, an itemized accounting together with appropriate supporting data. Unless otherwise provided in the Contract Documents, costs for the purposes of this Section 7.3.4 shall be limited to the following:

.1 Costs of labor, including applicable payroll taxes, fringe benefits required by agreement or custom, workers' compensation insurance, and other employee costs approved by the Architect;

.2 Costs of materials, supplies, and equipment, including cost of transportation, **actually incorporated or consumed in the work;**

.3 Rental costs of machinery and equipment, exclusive of hand tools, whether rented **by** the Contractor or others;

.4 Costs of premiums for all bonds and insurance, permit fees, and sales, use, or similar taxes, directly related to the change; and

.5 Costs of supervision and field office personnel directly attributable to the change.

§ 7.3.5 If the Contractor disagrees with the adjustment in the Contract Time, the Contractor may make a Claim in accordance with applicable provisions of Article 15.

§ 7.3.6 Upon receipt of a Construction Change Directive, the Contractor shall promptly proceed with the change in the Work involved and advise the Architect of the Contractor's agreement or disagreement with the method, if any, provided in the Construction Change Directive for determining the proposed adjustment in the Contract Sum or Contract Time.

§ 7.3.7 A Construction Change Directive signed by the Contractor indicates the Contractor's agreement therewith, including adjustment in Contract Sum and Contract Time or the method for determining them. Such agreement shall be effective immediately and shall be recorded as a Change Order.

§ 7.3.8 The amount of credit to be allowed by the Contractor to the Owner for a deletion or change that results in a net decrease in the Contract Sum shall be actual net cost as confirmed by the Architect. When both additions and credits covering related Work or substitutions are involved in a change, the allowance for overhead and profit shall be figured on the basis of net increase, if any, with respect to that change.

§ 7.3.9 Pending final determination of the total cost of a Construction Change Directive to the Owner, the Contractor may request payment for Work completed under the Construction Change Directive in Applications for Payment. The Architect will make an interim determination for purposes of monthly certification for payment for those costs and certify for payment the amount that the Architect determines, in the Architect's professional judgment, to be reasonably justified. The Architect's interim determination of cost shall adjust the Contract Sum on the same basis as a Change Order, subject to the right of either party to disagree and assert a Claim in accordance with Article 15.

§ 7.3.10 When the Owner and Contractor agree with a determination made by the Architect concerning the adjustments in the Contract Sum and Contract Time, or otherwise reach agreement upon the adjustments, such agreement shall be effective immediately and the Architect will prepare a Change Order. Change Orders may be issued for all or any part of a Construction Change Directive.

§ 7.4 Minor Changes in the Work

The Architect may order minor changes in the Work that are consistent with the intent of the Contract Documents and do not involve an adjustment in the Contract Sum or an extension of the Contract Time. The Architect's order for minor changes shall be in writing. If the Contractor believes that the proposed minor change in the Work will affect the Contract Sum or Contract Time, the Contractor shall notify the Architect and shall not proceed to implement the change in the Work. If the Contractor performs the Work set forth in the Architect's order for a minor change without prior notice to the Architect that such change will affect the Contract Sum or Contract Time, the Contractor waives any adjustment to the Contract Sum or extension of the Contract Time.

ARTICLE 8 TIME

§ 8.1 Definitions

§ 8.1.1 Unless otherwise provided, Contract Time is the period of time, including authorized adjustments, allotted in the Contract Documents for Substantial Completion of the Work.

§ 8.1.2 The date of commencement of the Work is the date established in the Agreement.

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§ 8.1.3 The date of Substantial Completion is the date certified by the Architect in accordance with Section 9.8.

§ 8.1.4 The term "day" as used in the Contract Documents shall mean calendar day unless otherwise specifically defined.

§ 8.2 Progress and Completion

§ 8.2.1 Time limits stated in the Contract Documents are of the essence of the Contract. By executing the Agreement, the Contractor confirms that the Contract Time is a reasonable period for performing the Work.

1. **No Work shall commence and no materials ordered until the Owner issues the written Notice to Proceed.**
2. **The Work shall be commenced within ten (10) days of the date of written Notice to Proceed.**

§ 8.2.2 The Contractor shall not knowingly, except by agreement or instruction of the Owner in writing, commence the Work prior to the effective date of insurance required to be furnished by the Contractor and Owner.

§ 8.2.3 The Contractor shall proceed expeditiously with adequate forces and shall achieve Substantial Completion within the Contract Time.

§ 8.3 Delays and Extensions of Time

§ 8.3.1 If the Contractor is delayed at any time in the commencement or progress of the Work by (1) an act or neglect of the Owner or Architect, of an employee of either, or of a Separate Contractor; (2) by changes ordered in the Work; (3) by labor disputes, fire, unusual delay in deliveries, unavoidable casualties, adverse weather conditions documented in accordance with Section 15.1.6.2, or other causes beyond the Contractor's control; (4) by delay authorized by the Owner ; or (5) by other causes that the Contractor asserts, and the Architect determines, justify delay, then the Contract Time shall be extended for such reasonable time as the Architect may determine.

§ 8.3.2 Claims relating to time shall be made in accordance with applicable provisions of Article 15.

§ 8.3.3 This Section 8.3 does not preclude recovery of damages for delay by either party under other provisions of the Contract Documents.

§ 8.4 Liquidated Damages

§ 8.4.1 Time is the essence of the Contract. Any delay in the completion of the Work as provided for in the Contract Documents will cause inconvenience to the public and loss and damage to the Owner in interest, and in additional administrative, architectural, inspection, and supervision charges. Therefore, a time charge equal to ($250.00) per calendar day will be made against the Contractor for the entire period that any part of the Work remains uncompleted or any required closeout documents are not acceptably submitted for more that (30) days after the time specified for the Substantial Completition of the Work, the amount of which shall be deducted by the Owner, and shall be retained by the Owner out of monies otherwise due the Contractor in the final payment, not as a penalty, but as liquidated damages sustatined.

ARTICLE 9 PAYMENTS AND COMPLETION

§ 9.1 Contract Sum

§ 9.1.1 The Contract Sum is stated in the Agreement and, including authorized adjustments, is the total amount payable by the Owner to the Contractor for performance of the Work under the Contract Documents.

§ 9.1.2 If unit prices are stated in the Contract Documents or subsequently agreed upon, and if quantities originally contemplated are materially changed so that application of such unit prices to the actual quantities causes substantial inequity to the Owner or Contractor, the applicable unit prices shall be equitably adjusted.

§ 9.2 Schedule of Values

Where the Contract is based on a stipulated sum or Guaranteed Maximum Price, the Contractor shall submit a schedule of values to the Architect before the first Application for Payment, allocating the entire Contract Sum to the various portions of the Work. The schedule of values shall be prepared in the form, and supported by the data to substantiate its accuracy, required by the Architect. This schedule, unless objected to by the Architect, shall be used as a basis for reviewing the Contractor's Applications for Payment. Any changes to the schedule of values shall be

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submitted to the Architect and supported by such data to substantiate its accuracy as the Architect may require, and unless objected to by the Architect, shall be used as a basis for reviewing the Contractor's subsequent Applications for Payment.

1. **Unit Prices and Allowances, if stated in Contract Documents, shall be identified within the Schedule of Values.**

§ 9.3 Applications for Payment

§ 9.3.1 The Contractor shall submit to the Architect **on the first of each month for Work performed through the 25th of the preceding month, four (4) original, itemized Applications for Payment for Work completed in accordance with the accepted** schedule of values, if required under Section 9.2, for completed portions of the Work. The application shall be notarized and supported by all data substantiating the Contractor's right to payment that the Owner or Architect require, such copies of requisitions, and releases and waivers of liens from Subcontractors and suppliers, and shall reflect retainage **and documents as follows:**

1. **Until the final payment is made, the Owner shall pay ninety-seven and one half percent (97.5%) of the amount due the Contractor on account of progress payments (note: the 2-1/2% retainage is calculated by withholding the first 5% of the first 50% of the Work completed); and**
2. **The Contractor shall provide documentation substantiating that test, inspections and approvals for portions of Work included in an Application for Payment and required by the Contract Documents, or by laws, ordinances, rules, regulations or orders of public authorities having jurisdiction were made at the appropriate time.**

§ 9.3.1.1 Such applications may include requests for payment on account of changes in the Work, **which have been authorized and approved by properly executed Change Order(s)**.

§ 9.3.2 Unless otherwise provided in the Contract Documents, payments shall be made on account of materials and equipment delivered and suitably stored at the site for subsequent incorporation in the Work. If approved in advance by the Owner, payment may similarly be made for materials and equipment suitably stored off the site at a location agreed upon in writing. Payment for materials and equipment stored on or off the site shall be conditioned upon compliance by the Contractor with procedures satisfactory to the Owner to establish the Owner's title to such materials and equipment or otherwise protect the Owner's interest, and shall include the costs of applicable insurance, storage, and transportation to the site, for such materials and equipment stored off the site.

§ 9.3.3 The Contractor warrants that title to all Work covered by an Application for Payment will pass to the Owner no later than the time of payment. The Contractor further warrants that upon submittal of an Application for Payment all Work for which Certificates for Payment have been previously issued and payments received from the Owner shall, to the best of the Contractor's knowledge, information, and belief, be free and clear of liens, claims, security interests, or encumbrances, in favor of the Contractor, Subcontractors, suppliers, or other persons or entities that provided labor, materials, and equipment relating to the Work.

§ 9.4 Certificates for Payment

§ 9.4.1 The Architect will, within seven days after receipt of the Contractor's Application for Payment, either (1) issue to the Owner a Certificate for Payment in the full amount of the Application for Payment, with a copy to the Contractor; or (2) issue to the Owner a Certificate for Payment for such amount as the Architect determines is properly due, and notify the Contractor and Owner of the Architect's reasons for withholding certification in part as provided in Section 9.5.1; or (3) withhold certification of the entire Application for Payment, and notify the Contractor and Owner of the Architect's reason for withholding certification in whole as provided in Section 9.5.1.

§ 9.4.2 The issuance of a Certificate for Payment will constitute a representation by the Architect to the Owner, based on the Architect's evaluation of the Work and the data in the Application for Payment, that, to the best of the Architect's knowledge, information, and belief, the Work has progressed to the point indicated, the quality of the Work is in accordance with the Contract Documents, and that the Contractor is entitled to payment in the amount certified. The foregoing representations are subject to an evaluation of the Work for conformance with the Contract Documents upon Substantial Completion, to results of subsequent tests and inspections, to correction of minor deviations from the Contract Documents prior to completion, and to specific qualifications expressed by the Architect.

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However, the issuance of a Certificate for Payment will not be a representation that the Architect has (1) made exhaustive or continuous on-site inspections to check the quality or quantity of the Work; (2) reviewed construction means, methods, techniques, sequences, or procedures; (3) reviewed copies of requisitions received from Subcontractors and suppliers and other data requested by the Owner to substantiate the Contractor's right to payment; or (4) made examination to ascertain how or for what purpose the Contractor has used money previously paid on account of the Contract Sum.

§ 9.5 Decisions to Withhold Certification

§ 9.5.1 The Architect may withhold a Certificate for Payment in whole or in part, to the extent reasonably necessary to protect the Owner, if in the Architect's opinion the representations to the Owner required by Section 9.4.2 cannot be made. If the Architect is unable to certify payment in the amount of the Application, the Architect will notify the Contractor and Owner as provided in Section 9.4.1. If the Contractor and Architect cannot agree on a revised amount, the Architect will promptly issue a Certificate for Payment for the amount for which the Architect is able to make such representations to the Owner. The Architect may also withhold a Certificate for Payment or, because of subsequently discovered evidence, may nullify the whole or a part of a Certificate for Payment previously issued, to such extent as may be necessary in the Architect's opinion to protect the Owner from loss for which the Contractor is responsible, including loss resulting from acts and omissions described in Section 3.3.2, because of

- **.1** defective Work not remedied;
- **.2** third party claims filed or reasonable evidence indicating probable filing of such claims, unless security acceptable to the Owner is provided by the Contractor;
- **.3** failure of the Contractor to make payments properly to Subcontractors or suppliers for labor, materials or equipment;
- **.4** reasonable evidence that the Work cannot be completed for the unpaid balance of the Contract Sum;
- **.5** damage to the Owner or a Separate Contractor;
- **.6** reasonable evidence that the Work will not be completed within the Contract Time, and that the unpaid balance would not be adequate to cover actual or liquidated damages for the anticipated delay; or
- **.7** repeated failure to carry out the Work in accordance with the Contract Documents.

§ 9.5.2 When either party disputes the Architect's decision regarding a Certificate for Payment under Section 9.5.1, in whole or in part, that party may submit a Claim in accordance with Article 15.

§ 9.5.3 When the reasons for withholding certification are removed, certification will be made for amounts previously withheld.

§ 9.5.4 If the Architect withholds certification for payment under Section 9.5.1.3, the Owner may, at its sole option, issue joint checks to the Contractor and to any Subcontractor or supplier to whom the Contractor failed to make payment for Work properly performed or material or equipment suitably delivered. If the Owner makes payments by joint check, the Owner shall notify the Architect and the Contractor shall reflect such payment on its next Application for Payment.

§ 9.6 Progress Payments

§ 9.6.1 After the Architect has issued a Certificate for Payment, the Owner shall make payment in the manner and within the time provided in the Contract Documents, and shall so notify the Architect.

§ 9.6.2 The Contractor shall pay each Subcontractor, no later than seven days after receipt of payment from the Owner, the amount to which the Subcontractor is entitled, reflecting percentages actually retained from payments to the Contractor on account of the Subcontractor's portion of the Work. The Contractor shall, by appropriate agreement with each Subcontractor, require each Subcontractor to make payments to Sub-subcontractors in a similar manner.

§ 9.6.3 The Architect will, on request, furnish to a Subcontractor, if practicable, information regarding percentages of completion or amounts applied for by the Contractor and action taken thereon by the Architect and Owner on account of portions of the Work done by such Subcontractor.

§ 9.6.4 The Owner has the right to request written evidence from the Contractor that the Contractor has properly paid Subcontractors and suppliers amounts paid by the Owner to the Contractor for subcontracted Work. If the Contractor fails to furnish such evidence within seven days, the Owner shall have the right to contact Subcontractors and suppliers

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to ascertain whether they have been properly paid. Neither the Owner nor Architect shall have an obligation to pay, or to see to the payment of money to, a Subcontractor or supplier, except as may otherwise be required by law.

§ 9.6.5 The Contractor's payments to suppliers shall be treated in a manner similar to that provided in Sections 9.6.2, 9.6.3 and 9.6.4.

§ 9.6.6 A Certificate for Payment, a progress payment, or partial or entire use or occupancy of the Project by the Owner shall not constitute acceptance of Work not in accordance with the Contract Documents.

§ 9.6.7 Unless the Contractor provides the Owner with a payment bond in the full penal sum of the Contract Sum, payments received by the Contractor for Work properly performed by Subcontractors or provided by suppliers shall be held by the Contractor for those Subcontractors or suppliers who performed Work or furnished materials, or both, under contract with the Contractor for which payment was made by the Owner. Nothing contained herein shall require money to be placed in a separate account and not commingled with money of the Contractor, create any fiduciary liability or tort liability on the part of the Contractor for breach of trust, or entitle any person or entity to an award of punitive damages against the Contractor for breach of the requirements of this provision.

§ 9.6.8 Provided the Owner has fulfilled its payment obligations under the Contract Documents, the Contractor shall defend and indemnify the Owner from all loss, liability, damage or expense, including reasonable attorney's fees and litigation expenses, arising out of any lien claim or other claim for payment by any Subcontractor or supplier of any tier. Upon receipt of notice of a lien claim or other claim for payment, the Owner shall notify the Contractor. If approved by the applicable court, when required, the Contractor may substitute a surety bond for the property against which the lien or other claim for payment has been asserted.

§ 9.7 Failure of Payment

If the Architect does not issue a Certificate for Payment, through no fault of the Contractor, within seven days after receipt of the Contractor's Application for Payment, or if the Owner does not pay the Contractor within seven days after the date established in the Contract Documents, the amount certified by the **Architect**, then the Contractor may, upon seven additional days' notice to the Owner and Architect, stop the Work until payment of the amount owing has been received. The Contract Time **may** be extended appropriately and the Contract Sum **may** be increased by the amount of the Contractor's reasonable costs of shutdown, delay and start-up, plus interest as provided for in the Contract Documents.

§ 9.8 Substantial Completion

§ 9.8.1 Substantial Completion is the stage in the progress of the Work when the Work or designated portion thereof is sufficiently complete in accordance with the Contract Documents so that the Owner can occupy or utilize the Work for its intended use.

§ 9.8.2 When the Contractor considers that the Work, or a portion thereof which the Owner agrees to accept separately, is substantially complete, the Contractor shall prepare and submit to the Architect a comprehensive list of items to be completed or corrected prior to final payment. Failure to include an item on such list does not alter the responsibility of the Contractor to complete all Work in accordance with the Contract Documents.

§ 9.8.3 Upon receipt of the Contractor's list, the Architect will make an inspection to determine whether the Work or designated portion thereof is substantially complete. If the Architect's inspection discloses any item, whether or not included on the Contractor's list, which is not sufficiently complete in accordance with the Contract Documents so that the Owner can occupy or utilize the Work or designated portion thereof for its intended use, the Contractor shall, before issuance of the Certificate of Substantial Completion, complete or correct such item upon notification by the Architect. In such case, the Contractor shall then submit a request for another inspection by the Architect to determine Substantial Completion.

§ 9.8.4 When the Work or designated portion thereof is substantially complete, the Architect will prepare a Certificate of Substantial Completion that shall establish the date of Substantial Completion; establish responsibilities of the Owner and Contractor for security, maintenance, heat, utilities, damage to the Work and insurance; and fix the time within which the Contractor shall finish all items on the list accompanying the Certificate. Warranties required by the Contract Documents shall commence on the date of Substantial Completion of the Work or designated portion thereof unless otherwise provided in the Certificate of Substantial Completion.

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§ 9.8.5 The Certificate of Substantial Completion shall be submitted to the Owner and Contractor for their written acceptance of responsibilities assigned to them in the Certificate. Upon such acceptance, and consent of surety if any, the Owner shall make payment of retainage applying to the Work .

§ 9.9 Partial Occupancy or Use

§ 9.9.1 The Owner may occupy or use any completed or partially completed portion of the Work at any stage when such portion is designated by separate agreement with the Contractor, provided such occupancy or use is consented to by the insurer and authorized by public authorities having jurisdiction over the Project. Such partial occupancy or use may commence whether or not the portion is substantially complete, provided the Owner and Contractor have accepted in writing the responsibilities assigned to each of them for payments, retainage, if any, security, maintenance, heat, utilities, damage to the Work and insurance, and have agreed in writing concerning the period for correction of the Work and commencement of warranties required by the Contract Documents. When the Contractor considers a portion substantially complete, the Contractor shall prepare and submit a list to the Architect as provided under Section 9.8.2. Consent of the Contractor to partial occupancy or use shall not be unreasonably withheld. The stage of the progress of the Work shall be determined by written agreement between the Owner and Contractor or, if no agreement is reached, by decision of the Architect.

§ 9.9.2 Immediately prior to such partial occupancy or use, the Owner, Contractor, and Architect shall jointly inspect the area to be occupied or portion of the Work to be used in order to determine and record the condition of the Work.

§ 9.9.3 Unless otherwise agreed upon, partial occupancy or use of a portion or portions of the Work shall not constitute acceptance of Work not complying with the requirements of the Contract Documents.

§ 9.10 Final Completion and Final Payment

§ 9.10.1 Upon receipt of the Contractor's notice that the Work is ready for final inspection and acceptance and upon receipt of a final Application for Payment, the Architect will promptly make such inspection. When the Architect finds the Work acceptable under the Contract Documents and the Contract fully performed, the Architect will promptly issue a final Certificate for Payment stating that to the best of the Architect's knowledge, information and belief, and on the basis of the Architect's on-site visits and inspections, the Work has been completed in accordance with the Contract Documents and that the entire balance found to be due the Contractor and noted in the final Certificate is due and payable. The Architect's final Certificate for Payment will constitute a further representation that conditions listed in Section 9.10.2 as precedent to the Contractor's being entitled to final payment have been fulfilled.

§ 9.10.2 Neither final payment nor any remaining retained percentage shall become due until the Contractor submits to the Architect (1) an affidavit that payrolls, bills for materials and equipment, and other indebtedness connected with the Work for which the Owner or the Owner's property might be responsible or encumbered (less amounts withheld by Owner) have been paid or otherwise satisfied, (2) a certificate evidencing that insurance required by the Contract Documents to remain in force after final payment is currently in effect, (3) a written statement that the Contractor knows of no reason that the insurance will not be renewable to cover the period required by the Contract Documents, (4) consent of surety, if any, to final payment, **(5) Contractors Affidavit of Release of Liens, (6) separate Releases or Waivers of Liens from Subcontractors and material and equipment suppliers, (7) written warranty on Contractor's letterhead covering materials and labor for one-year, and (8) the advertisement of completion. The Contractor shall provide proof of publication of Advertisement of completion in a local newspaper for three (3) consecutive weeks, as required in Title 39, Section 39-1-1, Subsection (f), of the Code of Alabama. The final 2.5% retained will not be paid until proof of publication is submitted and all written claims paid in full. This advertisement shall not begin until the City of Mobile has accepted the Project.**

§ 9.10.3 If, after Substantial Completion of the Work, final completion thereof is materially delayed through no fault of the Contractor and the Architect so confirms, the Owner shall, upon application by the Contractor and certification by the Architect, and without terminating the Contract, make payment of the balance due for that portion of the Work fully completed, corrected, and accepted. If the remaining balance for Work not fully completed or corrected is less than retainage stipulated in the Contract Documents, and if bonds have been furnished, the written consent of the surety to payment of the balance due for that portion of the Work fully completed and accepted shall be submitted by the Contractor to the Architect prior to certification of such payment. Such payment shall be made under terms and conditions governing final payment, except that it shall not constitute a waiver of Claims.

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§ 9.10.4 The making of final payment shall constitute a waiver of Claims by the Owner except those arising from

- **.1** liens, Claims, security interests, or encumbrances arising out of the Contract and unsettled;
- **.2** failure of the Work to comply with the requirements of the Contract Documents;
- **.3** terms of special warranties required by the Contract Documents; or
- **.4** audits performed by the Owner, if permitted by the Contract Documents, after final payment.

§ 9.10.5 Acceptance of final payment by the Contractor, a Subcontractor, or a supplier, shall constitute a waiver of claims by that payee except those previously made in writing and identified by that payee as unsettled at the time of final Application for Payment.

ARTICLE 10 PROTECTION OF PERSONS AND PROPERTY

§ 10.1 Safety Precautions and Programs

The Contractor shall be responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the performance of the Contract.

§ 10.2 Safety of Persons and Property

§ 10.2.1 The Contractor shall **comply with all Federal, State, and Local law regarding safety including the requirements of the Occupational Safety and Health Act of 1970, Public Law #91-596, latest version**. **Contractor shall** take **all other** reasonable precautions for safety of, and shall provide reasonable protection to prevent damage, injury, or loss to

- **.1** employees on the Work and other persons who may be affected thereby;
- **.2** the Work and materials and equipment to be incorporated therein, whether in storage on or off the site, under care, custody, or control of the Contractor, a Subcontractor, or a Sub-subcontractor; and
- **.3** other property at the site or adjacent thereto, such as trees, shrubs, lawns, walks, pavements, roadways, structures, and utilities not designated for removal, relocation, or replacement in the course of construction.
- **.4** **The Contractor shall be responsible for damage done to buried cables and other utilities by its equipment and shall contact the appropriate offices prior to construction for information depth, etc., of utilities in the area.**

§ 10.2.2 The Contractor shall comply with, and give notices required by applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities, bearing on safety of persons or property or their protection from damage, injury, or loss.

§ 10.2.3 The Contractor shall implement, erect, and maintain, as required by existing conditions and performance of the Contract, reasonable safeguards for safety and protection, including posting danger signs and other warnings against hazards; promulgating safety regulations; and notifying the owners and users of adjacent sites and utilities of the safeguards.

§ 10.2.4 When use or storage of explosives or other hazardous materials or equipment, or unusual methods are necessary for execution of the Work, the Contractor shall exercise utmost care and carry on such activities under supervision of properly qualified personnel.

§ 10.2.5 The Contractor shall promptly remedy damage and loss to property referred to in Sections 10.2.1.2 and 10.2.1.3 caused in whole or in part by the Contractor, a Subcontractor, a Sub-subcontractor, or anyone directly or indirectly employed by any of them, or by anyone for whose acts they may be liable and for which the Contractor is responsible under Sections 10.2.1.2 and 10.2.1.3. The Contractor may make a Claim for the cost to remedy the damage or loss to the extent such damage or loss is attributable to acts or omissions of the Owner or Architect or anyone directly or indirectly employed by either of them, or by anyone for whose acts either of them may be liable, and not attributable to the fault or negligence of the Contractor. The foregoing obligations of the Contractor are in addition to the Contractor's obligations under Section 3.18.

§ 10.2.6 The Contractor shall designate a responsible member of the Contractor's organization at the site whose duty shall be the prevention of accidents. This person shall be the Contractor's superintendent unless otherwise designated by the Contractor in writing to the Owner and Architect.

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§ 10.2.7 The Contractor shall not permit any part of the construction or site to be loaded so as to cause damage or create an unsafe condition.

§ 10.2.8 Injury or Damage to Person or Property
If either party suffers injury or damage to person or property because of an act or omission of the other party, or of others for whose acts such party is legally responsible, notice of the injury or damage, whether or not insured, shall be given to the other party within a reasonable time not exceeding 21 days after discovery. The notice shall provide sufficient detail to enable the other party to investigate the matter.

§ 10.3 Hazardous Materials and Substances
§ 10.3.1 The Contractor is responsible for compliance with any requirements included in the Contract Documents regarding hazardous materials or substances. If the Contractor encounters a hazardous material or substance not addressed in the Contract Documents and if reasonable precautions will be inadequate to prevent foreseeable bodily injury or death to persons resulting from a material or substance, including but not limited to asbestos or polychlorinated biphenyl (PCB), encountered on the site by the Contractor, the Contractor shall, upon recognizing the condition, immediately stop Work in the affected area and notify the Owner and Architect of the condition.

§ 10.3.2 Upon receipt of the Contractor's notice, the Owner shall obtain the services of a licensed laboratory to verify the presence or absence of the material or substance reported by the Contractor and, in the event such material or substance is found to be present, to cause it to be rendered harmless. Unless otherwise required by the Contract Documents, the Owner shall furnish in writing to the Contractor and Architect the names and qualifications of persons or entities who are to perform tests verifying the presence or absence of the material or substance or who are to perform the task of removal or safe containment of the material or substance. The Contractor and the Architect will promptly reply to the Owner in writing stating whether or not either has reasonable objection to the persons or entities proposed by the Owner. If either the Contractor or Architect has an objection to a person or entity proposed by the Owner, the Owner shall propose another to whom the Contractor and the Architect have no reasonable objection. When the material or substance has been rendered harmless, Work in the affected area shall resume upon written agreement of the Owner and Contractor. By Change Order, the Contract Time shall be extended appropriately and the Contract Sum shall be increased by the amount of the Contractor's reasonable additional costs of shutdown, delay, and start-up, **except to the extent that any such delay is attributable to the Contractor's objection to the persons or entitles whom Owner shall have furnished to perform the task of removal of safe containment of such material or substance.**

(Paragraph deleted)
§ 10.3.4 The Owner shall not be responsible **for materials or substances brought to the site by the Contractor regardless of whether such materials or substances were required by the Contract Documents.**

§ 10.3.5 The Contractor shall reimburse the Owner for the cost and expense the Owner incurs (1) for remediation of hazardous materials or substances the Contractor brings to the site and negligently handles, or (2) where the Contractor fails to perform its obligations under Section 10.3.1, except to the extent that the cost and expense are due to the Owner's fault or negligence.

§ 10.3.6 If, without negligence **or wantonness** on the part of the Contractor, the Contractor is held liable by a government agency for the cost of remediation of a hazardous material or substance solely by reason of performing Work as required by the Contract Documents, the Owner **may** reimburse the Contractor for all **reasonable** cost and expense thereby incurred.

§ 10.4 Emergencies
In an emergency affecting safety of persons or property, the Contractor shall act, at the Contractor's discretion, to prevent threatened damage, injury, or loss. Additional compensation or extension of time claimed by the Contractor on account of an emergency **may** be determined **only** as provided in Article 15 and Article 7.

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ARTICLE 11 INSURANCE AND BONDS

§ 11.1 Contractor's Insurance and Bonds

§ 11.1.1 The Contractor shall purchase and maintain insurance of the types and limits of liability, containing the endorsements, and subject to the terms and conditions, as described in the Agreement or elsewhere in the Contract Documents. The Contractor shall purchase and maintain the required insurance from an insurance company or insurance companies lawfully authorized to issue insurance in the jurisdiction where the Project is located. The Owner, Architect, and Architect's consultants shall be named as additional insureds under the Contractor's commercial general liability policy or as otherwise described in the Contract Documents.

§ 11.1.2 The Contractor shall provide surety bonds of the types, for such penal sums, and subject to such terms and conditions as required by the Contract Documents. The Contractor shall purchase and maintain the required bonds from a company or companies lawfully authorized to issue surety bonds in the jurisdiction where the Project is located.

§ 11.1.3 Upon the request of any person or entity appearing to be a potential beneficiary of bonds covering payment of obligations arising under the Contract, the Contractor shall promptly furnish a copy of the bonds or shall authorize a copy to be furnished.

§ 11.1.4 Notice of Cancellation or Expiration of Contractor's Required Insurance. Within three (3) business days of the date the Contractor becomes aware of an impending or actual cancellation or expiration of any insurance required by the Contract Documents, the Contractor shall provide notice to the Owner of such impending or actual cancellation or expiration. Upon receipt of notice from the Contractor, the Owner shall, unless the lapse in coverage arises from an act or omission of the Owner, have the right to stop the Work until the lapse in coverage has been cured by the procurement of replacement coverage by the Contractor. The furnishing of notice by the Contractor shall not relieve the Contractor of any contractual obligation to provide any required coverage.

§ 11.2 Owner's Insurance

§ 11.2.2 Failure to Purchase Required Property Insurance. If the Owner fails to purchase and maintain the required property insurance, with all of the coverages and in the amounts described in the Agreement or elsewhere in the Contract Documents, the Owner shall inform the Contractor in writing prior to commencement of the Work. Upon receipt of notice from the Owner, the Contractor may delay commencement of the Work and may obtain insurance that will protect the interests of the Contractor, Subcontractors, and Sub-Subcontractors in the Work. When the failure to provide coverage has been cured or resolved, the Contract Sum and Contract Time shall be equitably adjusted. In the event the Owner fails to procure coverage, the Owner waives all rights against the Contractor, Subcontractors, and Sub-subcontractors to the extent the loss to the Owner would have been covered by the insurance to have been procured by the Owner. The cost of the insurance shall be charged to the Owner by a Change Order. If the Owner does not provide written notice, and the Contractor is damaged by the failure or neglect of the Owner to purchase or maintain the required insurance, the Owner shall reimburse the Contractor for all reasonable costs and damages attributable thereto.

§ 11.2.3 Notice of Cancellation or Expiration of Owner's Required Property Insurance. Within three (3) business days of the date the Owner becomes aware of an impending or actual cancellation or expiration of any property insurance required by the Contract Documents, the Owner shall provide notice to the Contractor of such impending or actual cancellation or expiration. Unless the lapse in coverage arises from an act or omission of the Contractor: (1) the Contractor, upon receipt of notice from the Owner, shall have the right to stop the Work until the lapse in coverage has been cured by the procurement of replacement coverage by either the Owner or the Contractor; (2) the Contract Time and Contract Sum shall be equitably adjusted.

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(Paragraphs deleted)

ARTICLE 12 UNCOVERING AND CORRECTION OF WORK

§ 12.1 Uncovering of Work

§ 12.1.1 If a portion of the Work is covered contrary to the Architect's request or to requirements specifically expressed in the Contract Documents, it must, if requested in writing by the Architect, be uncovered for the Architect's examination and be replaced at the Contractor's expense without change in the Contract Time.

§ 12.1.2 If a portion of the Work has been covered that the Architect has not specifically requested to examine prior to its being covered, the Architect may request to see such Work and it shall be uncovered by the Contractor. If such Work is in accordance with the Contract Documents, the Contractor shall be entitled to an equitable adjustment to the Contract Sum and Contract Time as may be appropriate. If such Work is not in accordance with the Contract Documents, the costs of uncovering the Work, and the cost of correction, shall be at the Contractor's expense.

§ 12.2 Correction of Work

§ 12.2.1 Before Substantial Completion

The Contractor shall promptly correct Work rejected by the Architect or failing to conform to the requirements of the Contract Documents, discovered before Substantial Completion and whether or not fabricated, installed or completed. Costs of correcting such rejected Work, including additional testing and inspections, the cost of uncovering and replacement, and compensation for the Architect's services and expenses made necessary thereby, shall be at the Contractor's expense.

§ 12.2.2 After Substantial Completion

§ 12.2.2.1 In addition to the Contractor's obligations under Section 3.5, if, within one year after the date of Substantial Completion of the Work or designated portion thereof or after the date for commencement of warranties established under Section 9.9.1, or by terms of any applicable special warranty required by the Contract Documents, any of the Work is found to be not in accordance with the requirements of the Contract Documents, the Contractor shall correct it promptly after receipt of notice from the Owner to do so, unless the Owner has previously given the Contractor a written acceptance of such condition. The Owner shall give such notice promptly after discovery of the condition. During the one-year period for correction of Work, if the Owner fails to notify the Contractor and give the Contractor an opportunity to make the correction, the Owner waives the rights to require correction by the Contractor and to make a claim for breach of warranty. If the Contractor fails to correct nonconforming Work within a reasonable time during that period after receipt of notice from the Owner or Architect, the Owner may correct it in accordance with Section 2.5.

§ 12.2.2.2 The one-year period for correction of Work shall be extended with respect to portions of Work first performed after Substantial Completion by the period of time between Substantial Completion and the actual completion of that portion of the Work.

§ 12.2.2.3 The one-year period for correction of Work shall not be extended by corrective Work performed by the Contractor pursuant to this Section 12.2.

§ 12.2.3 The Contractor shall remove from the site portions of the Work that are not in accordance with the requirements of the Contract Documents and are neither corrected by the Contractor nor accepted by the Owner.

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§ 12.2.4 The Contractor shall bear the cost of correcting destroyed or damaged construction of the Owner or Separate Contractors, whether completed or partially completed, caused by the Contractor's correction or removal of Work that is not in accordance with the requirements of the Contract Documents.

§ 12.2.5 Nothing contained in this Section 12.2 shall be construed to establish a period of limitation with respect to other obligations the Contractor has under the Contract Documents. Establishment of the one-year period for correction of Work as described in Section 12.2.2 relates only to the specific obligation of the Contractor to correct the Work, and has no relationship to the time within which the obligation to comply with the Contract Documents may be sought to be enforced, nor to the time within which proceedings may be commenced to establish the Contractor's liability with respect to the Contractor's obligations other than specifically to correct the Work.

§ 12.3 Acceptance of Nonconforming Work

If the Owner prefers to accept Work that is not in accordance with the requirements of the Contract Documents, the Owner may do so instead of requiring its removal and correction, in which case the Contract Sum will be reduced as appropriate and equitable. Such adjustment shall be effected whether or not final payment has been made.

ARTICLE 13 MISCELLANEOUS PROVISIONS

§ 13.1 Governing Law

The Contract shall be governed by the law of **State of Alabama.**

§ 13.2 Successors and Assigns

§ 13.2.1 The Owner and Contractor respectively bind themselves, their partners, successors, assigns, and legal representatives to covenants, agreements, and obligations contained in the Contract Documents. Except as provided in Section 13.2.2, neither party to the Contract shall assign the Contract as a whole without written consent of the other. If either party attempts to make an assignment without such consent, that party shall nevertheless remain legally responsible for all obligations under the Contract.

§ 13.2.2 The Owner may, without consent of the Contractor, assign the Contract to a lender providing construction financing for the Project, if the lender assumes the Owner's rights and obligations under the Contract Documents. The Contractor shall execute all consents reasonably required to facilitate the assignment.

§ 13.2.3 No assignment of the Contract shall be made without the written permission of Surety providing bonding and the City of Mobile.

§ 13.3 Rights and Remedies

§ 13.3.1 Duties and obligations imposed by the Contract Documents and rights and remedies available thereunder shall be in addition to and not a limitation of duties, obligations, rights, and remedies otherwise imposed or available by law.

§ 13.3.2 No action or failure to act by the Owner, Architect, or Contractor shall constitute a waiver of a right or duty afforded them under the Contract, nor shall such action or failure to act constitute approval of or acquiescence in a breach thereunder, except as may be specifically agreed upon in writing.

§ 13.4 Tests and Inspections

§ 13.4.1 Tests, inspections, and approvals of portions of the Work shall be made as required by the Contract Documents and by applicable laws, statutes, ordinances, codes, rules, and regulations or lawful orders of public authorities. Unless otherwise provided, the Contractor shall make arrangements for such tests, inspections, and approvals with an independent testing laboratory or entity acceptable to the Owner, or with the appropriate public authority, and shall bear all related costs of tests, inspections, and approvals. The Contractor shall give the Architect timely notice of when and where tests and inspections are to be made so that the Architect may be present for such procedures. The Owner shall bear costs of tests, inspections, or approvals that do not become requirements until after bids are received or negotiations concluded. The Owner shall directly arrange and pay for tests, inspections, or approvals where building codes or applicable laws or regulations so require.

§ 13.4.2 If the Architect, Owner, or public authorities having jurisdiction determine that portions of the Work require additional testing, inspection, or approval not included under Section 13.4.1, the Architect will, upon written authorization from the Owner, instruct the Contractor to make arrangements for such additional testing, inspection, or

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approval, by an entity acceptable to the Owner, and the Contractor shall give timely notice to the Architect of when and where tests and inspections are to be made so that the Architect may be present for such procedures. Such costs, except as provided in Section 13.4.3, shall be at the Owner's expense.

§ 13.4.3 If procedures for testing, inspection, or approval under Sections 13.4.1 and 13.4.2 reveal failure of the portions of the Work to comply with requirements established by the Contract Documents, all costs made necessary by such failure, including those of repeated procedures and compensation for the Architect's services and expenses, shall be at the Contractor's expense.

§ 13.4.4 Required certificates of testing, inspection, or approval shall, unless otherwise required by the Contract Documents, be secured by the Contractor and promptly delivered to the Architect.

§ 13.4.5 If the Architect is to observe tests, inspections, or approvals required by the Contract Documents, the Architect will do so promptly and, where practicable, at the normal place of testing.

§ 13.4.6 Tests or inspections conducted pursuant to the Contract Documents shall be made promptly to avoid unreasonable delay in the Work.

(Paragraphs deleted)

§ 13.4.7 Test, inspections or approvals made in addition to the Architect's normal design and contract administration services caused by the Contractor shall be paid for by the Contractor. The normal service schedule is contained in Article 2.8.1 of AIA B102-2017 as amended by the Owner and is available to Contractor on request.

§ 13.4.8 The Contractor must call the Urban Development Department of the City of Mobile for their inspections and approval at the times required by the Urban Development Department, as well as notify the Architect, Consulting Engineer, and/or Test Laboratory, for inspection and approval of sub-grade conditions, under slab and footing conditions, vapor barrier placement, reinforcing steel placement, all structural connections, electrical, mechanical, etc. None of the above will be accepted that have been covered up before receiving approval of the Architect or his Consultant.

ARTICLE 14 TERMINATION OR SUSPENSION OF THE CONTRACT

§ 14.1 Termination by the Contractor

§ 14.1.1 The Contractor may terminate the Contract if the Work is stopped for a period of 30 consecutive days through no act or fault of the Contractor, a Subcontractor, a Sub-subcontractor, their agents or employees, or any other persons or entities performing portions of the Work, for any of the following reasons:

- **.1** Issuance of an order of a court or other public authority having jurisdiction that requires all Work to be stopped;
- **.2** An act of government, such as a declaration of national emergency, that requires all Work to be stopped;
- **.3** Because the Architect has not issued a Certificate for Payment and has not notified the Contractor of the reason for withholding certification as provided in Section 9.4.1, or because the Owner has not made payment on a Certificate for Payment within the time stated in the Contract Documents; or
- **.4** The Owner has failed to furnish to the Contractor reasonable evidence as required by Section 2.2.

§ 14.1.2 The Contractor may terminate the Contract if, through no act or fault of the Contractor, a Subcontractor, a Sub-subcontractor, their agents or employees, or any other persons or entities performing portions of the Work, repeated suspensions, delays, or interruptions of the entire Work by the Owner as described in Section 14.3, constitute in the aggregate more than 100 percent of the total number of days scheduled for completion, or 120 days in any 365-day period, whichever is less.

§ 14.1.3 If one of the reasons described in Section 14.1.1 or 14.1.2 exists, the Contractor may, upon seven days' notice to the Owner and Architect, terminate the Contract and recover from the Owner payment for Work **executed.**

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§ 14.1.4 If the Work is stopped for a period of 60 consecutive days through no act or fault of the Contractor, a Subcontractor, a Sub-subcontractor, or their agents or employees or any other persons or entities performing portions of the Work because the Owner has repeatedly failed to fulfill the Owner's obligations under the Contract Documents with respect to matters important to the progress of the Work, the Contractor may, upon seven additional days' notice to the Owner and the Architect, terminate the Contract and recover from the Owner as provided in Section 14.1.3.

§ 14.2 Termination by the Owner for Cause

§ 14.2.1 The Owner may terminate the Contract if the Contractor

- **.1** repeatedly refuses or fails to supply enough properly skilled workers or proper materials;
- **.2** fails to make payment to Subcontractors or suppliers in accordance with the respective agreements between the Contractor and the Subcontractors or suppliers;
- **.3** repeatedly disregards applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of a public authority; or
- **.4** otherwise is guilty of substantial breach of a provision of the Contract Documents.

§ 14.2.2 When any of the reasons described in Section 14.2.1 exist, and upon certification by the Architect that sufficient cause exists to justify such action, the Owner may, without prejudice to any other rights or remedies of the Owner and after giving the Contractor and the Contractor's surety, if any, seven days' notice, terminate employment of the Contractor and may, subject to any prior rights of the surety:

- **.1** Exclude the Contractor from the site and take possession of all materials, equipment, tools, and construction equipment and machinery thereon owned by the Contractor;
- **.2** Accept assignment of subcontracts pursuant to Section 5.4; and
- **.3** Finish the Work by whatever reasonable method the Owner may deem expedient. Upon written request of the Contractor, the Owner shall furnish to the Contractor a detailed accounting of the costs incurred by the Owner in finishing the Work.

§ 14.2.3 When the Owner terminates the Contract for one of the reasons stated in Section 14.2.1, the Contractor shall not be entitled to receive further payment until the Work is finished.

§ 14.2.4 If the unpaid balance of the Contract Sum exceeds costs of finishing the Work, including compensation for the Architect's services and expenses made necessary thereby, and other damages incurred by the Owner and not expressly waived, such excess shall be paid to the Contractor. If such costs and damages exceed the unpaid balance, the Contractor shall pay the difference to the Owner. The amount to be paid to the Contractor or Owner, as the case may be, shall be certified by the Initial Decision Maker, upon application, and this obligation for payment shall survive termination of the Contract.

§ 14.3 Suspension by the Owner for Convenience

§ 14.3.1 The Owner may, without cause, order the Contractor in writing to suspend, delay or interrupt the Work, in whole or in part for such period of time as the Owner may determine.

§ 14.3.2 The Contract Sum and Contract Time **may** be adjusted for increases in the cost and time caused by suspension, delay, or interruption under Section 14.3.1. Adjustment of the Contract Sum shall include profit. No adjustment shall be made to the extent

- **.1** that performance is, was, or would have been, so suspended, delayed, or interrupted, by another cause for which the Contractor is responsible; or
- **.2** that an equitable adjustment is made or denied under another provision of the Contract.

§ 14.4 Termination by the Owner for Convenience

§ 14.4.1 The Owner may, at any time, terminate the Contract for the Owner's convenience and without cause.

§ 14.4.2 Upon receipt of notice from the Owner of such termination for the Owner's convenience, the Contractor shall

- **.1** cease operations as directed by the Owner in the notice;
- **.2** take actions necessary, or that the Owner may direct, for the protection and preservation of the Work; and
- **.3** except for Work directed to be performed prior to the effective date of termination stated in the notice, terminate all existing subcontracts and purchase orders and enter into no further subcontracts and purchase orders.

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§ 14.4.3 In case of such termination for the Owner's convenience, the Owner shall pay the Contractor for Work properly executed costs incurred by reason of **termination.**

ARTICLE 15 CLAIMS AND DISPUTES

§ 15.1 Claims

§ 15.1.1 Definition

A Claim is a demand or assertion by one of the parties seeking, as a matter of right, payment of money, a change in the Contract Time, or other relief with respect to the terms of the Contract. The term "Claim" also includes other disputes and matters in question between the Owner and Contractor arising out of or relating to the Contract. The responsibility to substantiate Claims shall rest with the party making the Claim. This Section 15.1.1 does not require the Owner to file a Claim in order to impose liquidated damages in accordance with the Contract Documents.

§ 15.1.2 Time Limits on Claims

The Owner and Contractor shall commence all Claims and causes of action against the other and arising out of or related to the Contract, whether in contract, tort, breach of warranty or otherwise, in accordance with the requirements of the binding dispute resolution method selected in the Agreement and within the period specified by applicable law, but in any case not more than 10 years after the date of Substantial Completion of the Work. The Owner and Contractor waive all Claims and causes of action not commenced in accordance with this Section 15.1.2.

§ 15.1.3 Notice of Claims

§ 15.1.3.1 Claims by either the Owner or Contractor, where the condition giving rise to the Claim is first discovered prior to expiration of the period for correction of the Work set forth in Section 12.2.2, shall be initiated within 21 days after occurrence of the event giving rise to such Claim or within 21 days after the claimant **acting with due diligence, reasonably should have first recognized** the condition giving rise to the Claim, whichever is later. **Claims must be initiated by written notice to the Architect and the other party.**

§ 15.1.3.2 Claims by either the Owner or Contractor, where the condition giving rise to the Claim is first discovered after expiration of the period for correction of the Work set forth in Section 12.2.2, shall be initiated by notice to the other party. In such event, no decision by the Initial Decision Maker is required.

§ 15.1.4 Continuing Contract Performance

§ 15.1.4.1 Pending final resolution of a Claim, except as otherwise agreed in writing or as provided in Section 9.7 and Article 14, the Contractor shall proceed diligently with performance of the Contract and the Owner shall continue to make payments in accordance with the Contract Documents.

§ 15.1.4.2 The Contract Sum and Contract Time shall be adjusted in accordance with the Initial Decision Maker's decision, subject to the right of either party to proceed in accordance with this Article 15. The Architect will issue Certificates for Payment in accordance with the decision of the Initial Decision Maker.

§ 15.1.5 Claims for Additional Cost

If the Contractor wishes to make a Claim for an increase in the Contract Sum, notice as provided in Section 15.1.3 shall be given before proceeding to execute the portion of the Work **giving rise to such claim.** that is the subject of the Claim. Prior notice is not required for Claims relating to an emergency endangering life or property arising under Section 10.4.

§ 15.1.6 Claims for Additional Time

§ 15.1.6.1 If the Contractor wishes to make a Claim for an increase in the Contract Time, notice as provided in Section 15.1.3 shall be given. The Contractor's Claim shall include an estimate of cost and of probable effect of delay on progress of the Work. In the case of a continuing delay, only one Claim is necessary.

§ 15.1.6.2 If adverse weather conditions are the basis for a Claim for additional time, such Claim shall be documented by data substantiating that weather conditions were abnormal for the period of time, could not have been reasonably anticipated, and had an adverse effect on the scheduled construction.

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§ 15.1.7 Waiver of Claims for Consequential Damages

The Contractor and Owner waive Claims against each other for consequential damages arising out of or relating to this Contract. This mutual waiver includes

.1 damages incurred by the Owner for rental expenses, for losses of use, income, profit, financing, business and reputation, and for loss of management or employee productivity or of the services of such persons; and

.2 damages incurred by the Contractor for principal office expenses including the compensation of personnel stationed there, for losses of financing, business and reputation, and for loss of profit, except anticipated profit arising directly from the Work.

This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination in accordance with Article 14. Nothing contained in this Section 15.1.7 shall be deemed to preclude assessment of liquidated damages, when applicable, in accordance with the requirements of the Contract Documents.

§ 15.2 Initial Decision

§ 15.2.1 Claims, excluding those where the condition giving rise to the Claim is first discovered after expiration of the period for correction of the Work set forth in Section 12.2.2 or arising under Sections 10.3, 10.4, and 11.5, shall be referred to the Initial Decision Maker for initial decision. The Architect will serve as the Initial Decision Maker, unless otherwise indicated in the Agreement. Except for those Claims excluded by this Section 15.2.1, an initial decision shall be required as a condition precedent to mediation of any Claim. If an initial decision has not been rendered within 30 days after the Claim has been referred to the Initial Decision Maker, the party asserting the Claim may demand mediation and binding dispute resolution without a decision having been rendered. Unless the Initial Decision Maker and all affected parties agree, the Initial Decision Maker will not decide disputes between the Contractor and persons or entities other than the Owner.

§ 15.2.2 The **Architect** will review Claims and within ten days of the receipt of a Claim take one or more of the following actions: (1) request additional supporting data from the claimant or a response with supporting data from the other party, (2) reject the Claim in whole or in part, (3) approve the Claim, (4) suggest a compromise, or (5) advise the parties that the Initial Decision Maker is unable to resolve the Claim if the Initial Decision Maker lacks sufficient information to evaluate the merits of the Claim or if the **Architect reasonably concludes that**, it would be inappropriate for the Initial Decision Maker to resolve the Claim.

§ 15.2.3 In evaluating Claims, the Initial Decision Maker may, but shall not be obligated to, consult with or seek information from either party or from persons with special knowledge or expertise who may assist the Initial Decision Maker in rendering a decision. The Initial Decision Maker may request the Owner to authorize retention of such persons at the Owner's expense.

§ 15.2.4 If the Initial Decision Maker requests a party to provide a response to a Claim or to furnish additional supporting data, such party shall respond, within ten days after receipt of the request, and shall either (1) provide a response on the requested supporting data, (2) advise the Initial Decision Maker when the response or supporting data will be furnished, or (3) advise the Initial Decision Maker that no supporting data will be furnished. Upon receipt of the response or supporting data, if any, the Initial Decision Maker will either reject or approve the Claim in whole or in part.

§ 15.2.5 The Initial Decision Maker will render an initial decision approving or rejecting the Claim, or indicating that the Initial Decision Maker is unable to resolve the Claim. This initial decision shall (1) be in writing; (2) state the reasons **therefore**; and (3) notify the parties and the Architect, if the Architect is not serving as the Initial Decision Maker, of any change in the Contract Sum or Contract Time or both. The initial decision shall be final and binding on the parties .

(Paragraphs deleted)

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§ 15.2.7 In the event of a Claim against the Contractor, the Owner may, but is not obligated to, notify the surety, if any, of the nature and amount of the Claim. If the Claim relates to a possibility of a Contractor's default, the Owner may, but is not obligated to, notify the surety and request the surety's assistance in resolving the controversy.

§ 15.2.8 If a Claim relates to or is the subject of a mechanic's lien, the party asserting such Claim may proceed in accordance with applicable law to comply with the lien notice or filing deadlines.

§ 15.3 Mediation

§ 15.3.1 Claims, disputes, or other matters in controversy arising out of or related to the Contract, except those waived as provided for in Sections 9.10.4, 9.10.5, and 15.1.7, shall **not** be subject to mediation as a condition precedent to binding dispute resolution.

(Paragraphs deleted)

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Instruments of Service are representations, in any medium of expression now known or later developed, of the tangible and intangible creative work performed by the Architect and the Architect's consultants under their respective professional services agreements. Instruments of Service may include, without limitation, studies, surveys, models, sketches, drawings, **Project Manual,** specifications, and other similar materials.

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~~**§ 1.7 Digital Data Use and Transmission**~~

~~The parties shall agree upon written protocols governing the transmission and use of, and reliance on, Instruments of Service or any other information or documentation in digital form.~~

~~**§ 1.8 Building Information Models Use and Reliance**~~

~~Any use of, or reliance on, all or a portion of a building information model without agreement to written protocols governing the use of, and reliance on, the information contained in the model 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.~~

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~~**§ 2.1.2** The Owner shall furnish to the Contractor, within fifteen days after receipt of a written request, information necessary and relevant for the Contractor to evaluate, give notice of, or enforce mechanic's lien rights. Such information shall include a correct statement of the record legal title to the property on which the Project is located, usually referred to as the site, and the Owner's interest therein.~~

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§ 3.3.4 Three (3) days after the opening of the Bids, the Contractor shall furnish for written approval, an outline of the education, experience, and character of the Contractor's Project Manager, Superintendent, and Engineer. Any future substitution must have prior written approval of the Architect.

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§ 3.4.4 The Contractor's or his/her Subcontractor's supervisors and workmen engaged on special work or skilled Work in any supervisory position or trade shall be qualified and have had sufficient education, training, and experience as a recognized professional or master mechanic in such Work to perform it properly and satisfactorily as prescribed in the Contract Documents.

§ 3.4.5 Any project manager, superintendent, engineer, foreman, or workman employed by the Contractor or by a Subcontractor who, in the sole opinion of the Architect, does not perform his/her Work in a proper and skillful manner or becomes party to disrespectful, intemperate, disorderly, intoxicated, or dishonest behavior, or uses foul language, fights, commits criminal act(s), falsifies records and construction, covers-up faulty Work

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or materials, does not comprehend or follow instructions, does not get along with the Architect or Owner's representative, or is otherwise objectionable, shall at the written request by the Architect, be discharged 24 hours by the Contractor or Subcontractor employing such project manager, superintendent, engineer, foreman or workman, and shall not be employed again or any portion of the Work without the written consent of the Architect.

§ 3.4.6 Should the Contractor fail to remove such person or persons specified in Article 3.4.5 hereinabove or fail to furnish suitable and sufficient machinery, equipment, materials or qualified labor force for the proper execution of the Work, the Architect may withhold all payments which are or may become due to the Contractor or may suspend the Work until such orders are complied with.

§ 3.4.7 Contractor shall abide by provisions of Section 14.1 and Section 14.2, Code of the City of Mobile, originally adopted December 10, 1991. Prohibiting Discrimination in Employment by Contractors, Subcontractors, and Vendors performing Work and providing materials and supplies for the City of Mobile. A copy of said Code is located in the City's Projects Architectural Engineering Department. Certification of compliance with this requirement shall be made for all persons involved in the Work by the signature of the General Conditions on the Bid Form.

...

§ 3.7.1 Unless otherwise provided in the Contract Documents, the Contractor shall ~~secure and pay for the building permit as well as for~~ **City of Mobile building permit without cost, and shall secure and pay for** other permits, fees, licenses, and inspections by government agencies necessary for proper execution and completion of the Work that are customarily secured after execution of the Contract and legally required at the time bids are received or negotiations concluded.

§ 3.7.1.1 The Contractor shall secure building and other permits customarily obtained from the City of Mobile at no cost.
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§ 3.10.1 The Contractor, ~~promptly~~ **within ten (10) business days** after being awarded the Contract, shall submit for the Owner's and Architect's information a Contractor's construction schedule for the Work. The schedule shall contain detail appropriate for the Project, including (1) the date of commencement of the Work, interim schedule milestone dates, and the date of Substantial Completion; (2) an apportionment of the Work by construction activity; and (3) the time required for completion of each portion of the Work. The schedule shall provide for the orderly progression of the Work to completion and shall not exceed time limits current under the Contract Documents. The schedule shall be revised at appropriate intervals as required by the conditions of the Work and Project.

...

§ 3.12.5 The Contractor shall review for compliance with the Contract Documents, approve, and submit to the Architect, Shop Drawings, Product Data, Samples, and similar submittals required by the Contract ~~Documents, in accordance with the submittal schedule approved by the Architect or, in the absence of an approved submittal schedule, with~~ Documentswith reasonable promptness and in such sequence as to cause no delay in the Work or in the activities of the Owner or of Separate Contractors. **Submittals which are not marked as reviewed for compliance with the Contract Documents and approved by the Contractor may be returned by the Architect without action. Wherever Shop Drawings are required in these Specifications, Shop Drawings shall be submitted for approval before materials are fabricated. Drawings shall show complete details. The General Contractor shall check and approve them either in writing or by stamp before forwarding to the Architect. The Architect will mark copies "Approved" if correct; or, "Approved As Noted" if only minor corrections are necessary. If major corrections are necessary, they will be noted on the Shop Drawings and they will be returned to the Contractor for correction and resubmission. Submit four (4) copies for Architect's and Owner's use plus the number of copies the Contractor requires for his/her own use.**
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§ 3.18.1 To the fullest extent permitted by law, the Contractor shall indemnify and hold harmless the Owner, Architect, Architect's consultants, and agents and employees of any of them from and against claims, damages, losses, and expenses, including but not limited to attorneys' fees, arising out of or resulting from performance of the Work, provided that such claim, damage, loss, or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Work itself), but only to the extent caused by the negligent acts or omissions of the Contractor, a Subcontractor, anyone directly or indirectly employed by them, or anyone for whose acts they may be liable, regardless of whether or not such claim, damage, loss, or expense is caused in part by a party indemnified hereunder. Such obligation shall not be construed to negate, abridge, or reduce other rights or obligations of indemnity ~~that~~ **which** would otherwise exist as to a party or person described in this Section 3.18.
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§ 3.19 As applicable, the Contractor shall be responsible at the appropriate time during construction of the Project to have all permanent meters installed (electrical, water, gas, etc.) and all utilities connected prior to the time of Final Inspection. The Contractor shall pay all utility costs until the Project is accepted by the City of Mobile.

...

§ 4.1.1 The ~~Architect is the person or entity retained by the Owner pursuant to Section 2.3.2 and identified as such in the Agreement.~~**Owner shall retain an Architect lawfully licensed to practice architecture or an entity lawfully practicing architecture in the jurisdiction where the Project is located. That person or entity is identified as the Architect in the Agreement and is referred to throughout the Contract Documents as if singular in number.**

...

§ 4.2.1 The Architect will provide administration of the Contract as described in the Contract Documents and will be an Owner's representative ~~during construction until the date the Architect issues the final Certificate for Payment.~~ **(1) during construction, (2) until all conditions necessary for the final completion and payment have been fulfilled, and (3) with the Owner's concurrence, from time to time during the one-year period for correction of Work described in Section 12.2.** The Architect will have authority to act on behalf of the Owner only to the extent provided in the Contract Documents.

§ 4.2.2 The Architect will visit the site at intervals appropriate to the stage of construction, or as otherwise agreed with the Owner, to become generally familiar with the progress and quality of the portion of the Work completed, and to determine in general if the Work observed is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents. However, the Architect will not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. The Architect will not have control over, charge of, or responsibility for the construction means, methods, techniques, sequences or procedures, or for the safety precautions and programs in connection with the Work, since these are solely the Contractor's rights and responsibilities under the Contract ~~Documents.~~Documents**, unless otherwise modified in writing in accordance with other provisions of the Contract.**
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§ 5.2.1 ~~Unless otherwise stated in the Contract Documents, the Contractor, as soon as practicable after award of the Contract,~~ **The apparent low bidder, with (3) days after bids are** opened shall notify the Owner and Architect of the persons or entities proposed for each principal portion of the Work, including those who are to furnish materials or equipment fabricated to a special design. Within 14 days of receipt of the information, the Architect may notify the Contractor whether the Owner or the Architect (1) has reasonable objection to any such proposed person or entity or (2) requires additional time for review. Failure of the Architect to provide notice within the 14-day period shall constitute notice of no reasonable objection.

...

§ 5.2.3 If the Owner or Architect has reasonable objection to a person or entity proposed by the Contractor, the Contractor shall propose another to whom the Owner or Architect has no reasonable objection. ~~If the proposed but rejected Subcontractor was reasonably capable of performing the Work, the Contract Sum and Contract Time shall be~~

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~~increased or decreased by the difference, if any, occasioned by such change, and an appropriate Change Order shall be issued before commencement of the substitute Subcontractor's Work. However, no increase in the Contract Sum or Contract Time shall be allowed for such change unless the Contractor has acted promptly and responsively in submitting names as required.~~

...

§ 5.4.2 Upon such assignment, if the Work has been suspended for more than 30 days, the Subcontractor's compensation ~~shall~~ **may** be equitably adjusted for increases in cost resulting from the suspension.

§ 5.4.3 Upon assignment to the Owner under this Section 5.4, the Owner may further assign the subcontract to a successor contractor or other entity. ~~If the Owner assigns the subcontract to a successor contractor or other entity, the Owner shall nevertheless remain legally responsible for all of the successor contractor's obligations under the subcontract.~~

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§ 7.1.1 Changes in the Work may be accomplished after execution of the Contract, and without invalidating the Contract, by Change Order, Construction Change Directive or order for a minor change in the Work, subject to the limitations stated in this Article 7 and elsewhere in the Contract Documents. **The total of all Change Orders on each contract shall not exceed (10%) of the contract price for each project and shall be subject to at least one of the following criteria:**

1. **Minor changes for a total monetary value less than required for competitive bidding under the State Competitive Bid Laws.**
2. **Changes for matters relatively minor and incidental to the original contract necessitated by unforeseen circumstances arising during the course of the Work.**
3. **Emergencies arising during the course of the Work of the Contract.**
4. **Changes or Alterations provided for the original bidding where there is no difference in price on the Change Order from the original best bid on the Alternate.**
5. **Changes or relatively minor items not contemplated when the plans and specifications were prepared and the Project was bid, which are in the public interest.**

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.4 There shall be attached to each Change Order, a signed statement from the Architect containing the following:

A. **A statement of what the Change Order covers and who instituted the Change Order and why it is necessary or desired.**

B. **A statement setting forth the reasons for using the Change Order method rather than taking new competitive bids.**

C. **A statement that all prices have been reviewed and found reasonable, fair, and equitable and recommending approval of the same.**

...

§ 7.3.4 If the Contractor does not respond promptly or disagrees with the method for adjustment in the Contract Sum, the Architect shall determine the adjustment on the basis of reasonable expenditures and savings of those performing the Work attributable to the change, including, in case of an increase in the Contract Sum, an ~~amount for overhead and profit as set forth in the Agreement, or if no such amount is set forth in the Agreement, a reasonable amount.~~ **allowance of (10%) mark-up on Subcontractor's direct cost (actual cost of Labor & Materials) and (15%) mark-up on General Contractor's direct (actual cost of Labor & Materials).** In such case, and also under Section 7.3.3.3, the Contractor shall keep and present, in such form as the Architect may prescribe, an itemized accounting together with appropriate supporting data. Unless otherwise provided in the Contract Documents, costs for the purposes of this Section 7.3.4 shall be limited to the following:

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.2 Costs of materials, supplies, and equipment, including cost of transportation, ~~whether incorporated or consumed;~~**actually incorporated or consumed in the work;**

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.3 Rental costs of machinery and equipment, exclusive of hand tools, whether rented ~~from~~ **by** the Contractor or others;

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1. **No Work shall commence and no materials ordered until the Owner issues the written Notice to Proceed.**
2. **The Work shall be commenced with ten (10) days of the date of written Notice to Proceed.**

...

§ 8.3.1 If the Contractor is delayed at any time in the commencement or progress of the Work by (1) an act or neglect of the Owner or Architect, of an employee of either, or of a Separate Contractor; (2) by changes ordered in the Work; (3) by labor disputes, fire, unusual delay in deliveries, unavoidable casualties, adverse weather conditions documented in accordance with Section 15.1.6.2, or other causes beyond the Contractor's control; (4) by delay authorized by the Owner ~~pending mediation and binding dispute resolution; ~~; or (5) by other causes that the Contractor asserts, and the Architect determines, justify delay, then the Contract Time shall be extended for such reasonable time as the Architect may determine.

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§ 8.4 Liquidated Damages

§ 8.4.1 Time is the essence of the Contract. Any delay in the completion of the Work as provided for in the Contract Documents will cause inconvenience to the public and loss and damage to the Owner in interest, and in additional administrative, architectural, inspection, and supervision charges. Therefore, a time charge equal to ($250.00) per calendar day will be made against the Contractor for the entire period that any part of the Work remains uncompleted or any required closeout documents are not acceptable submitted for more that (30) days after the time specified for the Substantial Completition of the Work, the amount of which shall be deducted by the Owner, and shall be retained by the Owner out of monies otherwise due the Contractor in the final payment, not as a penalty, but as liquidated damages sustatined.

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1. **Unit Prices and Allowances, if stated in Contract Documents, shall be identified within the Schedule of Values.**

...

§ 9.3.1 ~~At least ten days before the date established for each progress payment, the~~ **The** Contractor shall submit to the Architect ~~an itemized Application for Payment prepared in accordance with the~~ **on the first of each month for Work performed through the 25th of the preceding month, four (4) original, itemized Applications for Payment for Work completed in accordance with the accepted** schedule of values, if required under Section 9.2, for completed portions of the Work. The application shall be ~~notarized, if required,~~ notarized and supported by all data substantiating the Contractor's right to payment that the Owner or Architect require, such ~~as~~ copies of requisitions, and releases and waivers of liens from Subcontractors and suppliers, and shall reflect ~~retainage if provided for in the Contract Documents.~~retainage **and documents as follows:**

1. **Until the final payment is made, the Owner shall pay ninety-seven and on half percent (97.5%) of the amount due the Contractor on account of progress payments (note: the 2-1/2% retainage is calculated by withholding the first 5% of the first 50% of the Work completed); and**
2. **The Contractor shall provide documentation substantiating that test, inspections and approvals for portions of Work included in an Application for Payment and required by the Contract Documents, or by laws, ordinances, rules, regulations or orders of public authorities having jurisdiction were made at the appropriate time.**

§ 9.3.1.1 ~~As provided in Section 7.3.9, such~~ **Such** applications may include requests for payment on account of changes in the ~~Work that have been properly authorized by Construction Change Directives, or by interim determinations of the Architect, but not yet included in Change Orders.~~Work, **which have been authorized and approved by properly executed Change Order(s)**.

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§ 9.3.1.2 ~~Applications for Payment shall not include requests for payment for portions of the Work for which the Contractor does not intend to pay a Subcontractor or supplier, unless such Work has been performed by others whom the Contractor intends to pay.~~**Such applications may include requests for payment on account of changes in the Work, which have been authorized and approved by properly executed Change Order(s).**
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If the Architect does not issue a Certificate for Payment, through no fault of the Contractor, within seven days after receipt of the Contractor's Application for Payment, or if the Owner does not pay the Contractor within seven days after the date established in the Contract Documents, the amount certified by the ~~Architect or awarded by binding dispute resolution,~~ **Architect**, then the Contractor may, upon seven additional days' notice to the Owner and Architect, stop the Work until payment of the amount owing has been received. The Contract Time ~~shall~~ **may** be extended appropriately and the Contract Sum ~~shall~~ **may** be increased by the amount of the Contractor's reasonable costs of shutdown, delay and start-up, plus interest as provided for in the Contract Documents.
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§ 9.8.5 The Certificate of Substantial Completion shall be submitted to the Owner and Contractor for their written acceptance of responsibilities assigned to them in the Certificate. Upon such acceptance, and consent of surety if any, the Owner shall make payment of retainage applying to the Work ~~or designated portion thereof. Such payment shall be adjusted for Work that is incomplete or not in accordance with the requirements of the Contract Documents.~~.

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§ 9.10.2 Neither final payment nor any remaining retained percentage shall become due until the Contractor submits to the Architect (1) an affidavit that payrolls, bills for materials and equipment, and other indebtedness connected with the Work for which the Owner or the Owner's property might be responsible or encumbered (less amounts withheld by Owner) have been paid or otherwise satisfied, (2) a certificate evidencing that insurance required by the Contract Documents to remain in force after final payment is currently in effect, (3) a written statement that the Contractor knows of no reason that the insurance will not be renewable to cover the period required by the Contract Documents, (4) consent of surety, if any, to final payment, **(5)** ~~documentation of any special warranties, such as manufacturers' warranties or specific Subcontractor warranties, and (6) if required by the Owner, other data establishing payment or satisfaction of obligations, such as receipts and releases and waivers of liens, claims, security interests, or encumbrances arising out of the Contract, to the extent and in such form as may be designated by the Owner. If a Subcontractor refuses to furnish a release or waiver required by the Owner, the Contractor may furnish a bond satisfactory to the Owner to indemnify the Owner against such lien, claim, security interest, or encumbrance. If a lien, claim, security interest, or encumbrance remains unsatisfied after payments are made, the Contractor shall refund to the Owner all money that the Owner may be compelled to pay in discharging the lien, claim, security interest, or encumbrance, including all costs and reasonable attorneys' fees.~~**Contractors Affidavit of Release of Liens, (6) separate Releases or Waivers of Liens from Subcontractors and material and equipment suppliers, (7) written warranty on Contractor's letterhead covering materials and labor for one-year, and (8) the advertisement of completion. The Contractor shall provide proof of publication of Advertisement of completion in a local newspaper for three (3) consecutive weeks, as required in Title 30, Section 39-1-1, Subsection (f), of the Code of Alabama. The final 2.5% retained will not be paid until proof of publication is submitted and all written claims paid in full. This advertisement shall not begin until the City of Mobile has accepted the Project.**

§ 9.10.3 If, after Substantial Completion of the Work, final completion thereof is materially delayed through no fault of the Contractor ~~or by issuance of Change Orders affecting final completion,~~ and the Architect so confirms, the Owner shall, upon application by the Contractor and certification by the Architect, and without terminating the Contract, make payment of the balance due for that portion of the Work fully completed, corrected, and accepted. If the remaining balance for Work not fully completed or corrected is less than retainage stipulated in the Contract Documents, and if bonds have been furnished, the written consent of the surety to payment of the balance due for that portion of the Work fully completed and accepted shall be submitted by the Contractor to the Architect prior to certification of such payment. Such payment shall be made under terms and conditions governing final payment, except that it shall not constitute a waiver of Claims.
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§ 10.2.1 The Contractor shall **comply with all Federal, State, and Local law regarding safety including the requirements of the Occupational Safety and Health Act of 1970, Public Law #91-596, latest version**. **Contractor shall** take **all other** reasonable precautions for safety of, and shall provide reasonable protection to prevent damage, injury, or loss to

...

.3 other property at the site or adjacent thereto, such as trees, shrubs, lawns, walks, pavements, roadways, structures, and utilities not designated for removal, relocation, or replacement in the course of construction.

.4 The Contractor shall be responsible for damage done to buried cables and other utilities by its equipment and shall contact the appropriate offices prior to construction for information depth, etc., of utilities in the area.

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§ 10.2.5 The Contractor shall promptly remedy damage and loss ~~(other than damage or loss insured under property insurance required by the Contract Documents)~~ () to property referred to in Sections 10.2.1.2 and 10.2.1.3 caused in whole or in part by the Contractor, a Subcontractor, a Sub-subcontractor, or anyone directly or indirectly employed by any of them, or by anyone for whose acts they may be liable and for which the Contractor is responsible under Sections 10.2.1.2 and 10.2.1.3. The Contractor may make a Claim for the cost to remedy the damage or loss to the extent such damage or loss is attributable to acts or omissions of the Owner or Architect or anyone directly or indirectly employed by either of them, or by anyone for whose acts either of them may be liable, and not attributable to the fault or negligence of the Contractor. The foregoing obligations of the Contractor are in addition to the Contractor's obligations under Section 3.18.

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§ 10.3.2 Upon receipt of the Contractor's notice, the Owner shall obtain the services of a licensed laboratory to verify the presence or absence of the material or substance reported by the Contractor and, in the event such material or substance is found to be present, to cause it to be rendered harmless. Unless otherwise required by the Contract Documents, the Owner shall furnish in writing to the Contractor and Architect the names and qualifications of persons or entities who are to perform tests verifying the presence or absence of the material or substance or who are to perform the task of removal or safe containment of the material or substance. The Contractor and the Architect will promptly reply to the Owner in writing stating whether or not either has reasonable objection to the persons or entities proposed by the Owner. If either the Contractor or Architect has an objection to a person or entity proposed by the Owner, the Owner shall propose another to whom the Contractor and the Architect have no reasonable objection. When the material or substance has been rendered harmless, Work in the affected area shall resume upon written agreement of the Owner and Contractor. By Change Order, the Contract Time shall be extended appropriately and the Contract Sum shall be increased by the amount of the Contractor's reasonable additional costs of shutdown, delay, and ~~start-up.~~start-up, **except to the extent that any such delay is attributable to the Contractor's objection to the persons or entitles whom Owner shall have furnished to perform the task of removal of safe containment of such material or substance.**

~~**§ 10.3.3** To the fullest extent permitted by law, the Owner shall indemnify and hold harmless the Contractor, Subcontractors, Architect, Architect's consultants, and agents and employees of any of them from and against claims, damages, losses, and expenses, including but not limited to attorneys' fees, arising out of or resulting from performance of the Work in the affected area if in fact the material or substance presents the risk of bodily injury or death as described in Section 10.3.1 and has not been rendered harmless, provided that such claim, damage, loss, or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Work itself), except to the extent that such damage, loss, or expense is due to the fault or negligence of the party seeking indemnity.~~

§ 10.3.4 The Owner shall not be responsible ~~under this Section 10.3 for hazardous materials or substances the Contractor brings to the site unless such materials or substances are required by the Contract Documents. The Owner shall be responsible for hazardous materials or substances required by the Contract Documents, except to the extent of the Contractor's fault or negligence in the use and handling of such materials or substances.~~**for materials or**

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substances brought to the site by the Contractor regardless of whether such materials or substances were required by the Contract Documents.

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§ 10.3.6 If, without negligence **or wantonness** on the part of the Contractor, the Contractor is held liable by a government agency for the cost of remediation of a hazardous material or substance solely by reason of performing Work as required by the Contract Documents, the Owner ~~shall~~ **may** reimburse the Contractor for all **reasonable** cost and expense thereby incurred.

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In an emergency affecting safety of persons or property, the Contractor shall act, at the Contractor's discretion, to prevent threatened damage, injury, or loss. Additional compensation or extension of time claimed by the Contractor on account of an emergency ~~shall~~ **may** be determined **only** as provided in Article 15 and Article 7.
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~~**§ 11.3 Waivers of Subrogation**~~
~~**§ 11.3.1** The Owner and Contractor waive all rights against (1) each other and any of their subcontractors, sub-subcontractors, agents, and employees, each of the other; (2) the Architect and Architect's consultants; and (3) Separate Contractors, if any, and any of their subcontractors, sub-subcontractors, agents, and employees, for damages caused by fire, or other causes of loss, to the extent those losses are covered by property insurance required by the Agreement or other property insurance applicable to the Project, except such rights as they have to proceeds of such insurance. The Owner or Contractor, as appropriate, shall require similar written waivers in favor of the individuals and entities identified above from the Architect, Architect's consultants, Separate Contractors, subcontractors, and sub-subcontractors. The policies of insurance purchased and maintained by each person or entity agreeing to waive claims pursuant to this section 11.3.1 shall not prohibit this waiver of subrogation. This waiver of subrogation shall be effective as to a person or entity (1) even though that person or entity would otherwise have a duty of indemnification, contractual or otherwise, (2) even though that person or entity did not pay the insurance premium directly or indirectly, or (3) whether or not the person or entity had an insurable interest in the damaged property.~~

~~**§ 11.3.2** If during the Project construction period the Owner insures properties, real or personal or both, at or adjacent to the site by property insurance under policies separate from those insuring the Project, or if after final payment property insurance is to be provided on the completed Project through a policy or policies other than those insuring the Project during the construction period, to the extent permissible by such policies, the Owner waives all rights in accordance with the terms of Section 11.3.1 for damages caused by fire or other causes of loss covered by this separate property insurance.~~

~~**§ 11.4 Loss of Use, Business Interruption, and Delay in Completion Insurance**~~
~~The Owner, at the Owner's option, may purchase and maintain insurance that will protect the Owner against loss of use of the Owner's property, or the inability to conduct normal operations, due to fire or other causes of loss. The Owner waives all rights of action against the Contractor and Architect for loss of use of the Owner's property, due to fire or other hazards however caused.~~

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~~**§11.5 Adjustment and Settlement of Insured Loss**~~

~~**§ 11.5.1** A loss insured under the property insurance required by the Agreement shall be adjusted by the Owner as fiduciary and made payable to the Owner as fiduciary for the insureds, as their interests may appear, subject to requirements of any applicable mortgagee clause and of Section 11.5.2. The Owner shall pay the Architect and Contractor their just shares of insurance proceeds received by the Owner, and by appropriate agreements the Architect and Contractor shall make payments to their consultants and Subcontractors in similar manner.~~

~~**§ 11.5.2** Prior to settlement of an insured loss, the Owner shall notify the Contractor of the terms of the proposed settlement as well as the proposed allocation of the insurance proceeds. The Contractor shall have 14 days from receipt of notice to object to the proposed settlement or allocation of the proceeds. If the Contractor does not object, the Owner shall settle the loss and the Contractor shall be bound by the settlement and allocation. Upon receipt, the Owner shall deposit the insurance proceeds in a separate account and make the appropriate distributions. Thereafter, if no other agreement is made or the Owner does not terminate the Contract for convenience, the Owner and Contractor shall execute a Change Order for reconstruction of the damaged or destroyed Work in the amount allocated for that purpose. If the Contractor timely objects to either the terms of the proposed settlement or the allocation of the proceeds, the Owner may proceed to settle the insured loss, and any dispute between the Owner and Contractor arising out of the settlement or allocation of the proceeds shall be resolved pursuant to Article 15. Pending resolution of any dispute, the Owner may issue a Construction Change Directive for the reconstruction of the damaged or destroyed Work.~~

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The Contract shall be governed by the law of ~~the place where the Project is located, excluding that jurisdiction's choice of law rules. If the parties have selected arbitration as the method of binding dispute resolution, the Federal Arbitration Act shall govern Section 15.4.~~**State of Alabama.**

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§ 13.2.3 No assignment of the Contract shall be made without the written permission of Surety providing bonding and the City of Mobile.

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~~**§ 13.5 Interest**~~

~~Payments due and unpaid under the Contract Documents shall bear interest from the date payment is due at the rate the parties agree upon in writing or, in the absence thereof, at the legal rate prevailing from time to time at the place where the Project is located.~~

§ 13.4.7 Test, inspections or approvals made in addition to the Architects normal design and contract administration services caused by the Contractor shall be paid for by the Contractor. The normal service schedule is contained in Article 2.8.1 of AIA B102-2017 as amended by the Owner and is available to Contractor on request.

§ 13.4.8 The Contractor must call the Urban Development Department of the City of Mobile for their inspections and approval at the times required by the Urban Development Department, as well as notify the Architect, Consulting Engineer, and/or Test Laboratory, for inspection and approval of sub-grade conditions, under slab and footing conditions, vapor barrier placement, reinforcing steel placement, all structural connections, electrical, mechanical, etc. None of the above will be accepted that have been covered up before receiving approval of the Architect or his Consultant.

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§ 14.1.3 If one of the reasons described in Section 14.1.1 or 14.1.2 exists, the Contractor may, upon seven days' notice to the Owner and Architect, terminate the Contract and recover from the Owner payment for Work ~~executed, as well as reasonable overhead and profit on Work not executed, and costs incurred by reason of such termination.~~ **executed.**
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§ 14.3.2 The Contract Sum and Contract Time ~~shall~~ **may** be adjusted for increases in the cost and time caused by suspension, delay, or interruption under Section 14.3.1. Adjustment of the Contract Sum shall include profit. No adjustment shall be made to the extent
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§ 14.4.3 In case of such termination for the Owner's convenience, the Owner shall pay the Contractor for Work properly executed; costs incurred by reason ~~of the termination, including costs attributable to termination of Subcontracts; and the termination fee, if any, set forth in the Agreement.~~**termination.**

...

§ 15.1.3.1 Claims by either the Owner or Contractor, where the condition giving rise to the Claim is first discovered prior to expiration of the period for correction of the Work set forth in Section 12.2.2, shall be initiated ~~by notice to the other party and to the Initial Decision Maker with a copy sent to the Architect, if the Architect is not serving as the Initial Decision Maker. Claims by either party under this Section 15.1.3.1 shall be initiated~~ within 21 days after occurrence of the event giving rise to such Claim or within 21 days after the claimant ~~first recognizes~~ **acting with due diligence, reasonably should have first recognized** the condition giving rise to the Claim, whichever is later. **Claims must be initiated by written notice to the Architect and the other party.**

...

If the Contractor wishes to make a Claim for an increase in the Contract Sum, notice as provided in Section 15.1.3 shall be given before proceeding to execute the portion of the Work **giving rise to such claim.** that is the subject of the Claim. Prior notice is not required for Claims relating to an emergency endangering life or property arising under Section 10.4.
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§ 15.2.2 The ~~Initial Decision Maker~~ **Architect** will review Claims and within ten days of the receipt of a Claim take one or more of the following actions: (1) request additional supporting data from the claimant or a response with supporting data from the other party, (2) reject the Claim in whole or in part, (3) approve the Claim, (4) suggest a compromise, or (5) advise the parties that the Initial Decision Maker is unable to resolve the Claim if the Initial Decision Maker lacks sufficient information to evaluate the merits of the Claim or if the ~~Initial Decision Maker concludes that, in the Initial Decision Maker's sole discretion,~~ **Architect reasonably concludes that**, it would be inappropriate for the Initial Decision Maker to resolve the Claim.

...

§ 15.2.5 The Initial Decision Maker will render an initial decision approving or rejecting the Claim, or indicating that the Initial Decision Maker is unable to resolve the Claim. This initial decision shall (1) be in writing; (2) state the reasons ~~therefor;~~ **therefore**; and (3) notify the parties and the Architect, if the Architect is not serving as the Initial Decision Maker, of any change in the Contract Sum or Contract Time or both. The initial decision shall be final and binding on the parties ~~but subject to mediation and, if the parties fail to resolve their dispute through mediation, to binding dispute resolution.~~

~~**§ 15.2.6** Either party may file for mediation of an initial decision at any time, subject to the terms of Section 15.2.6.1.~~

~~**§ 15.2.6.1** Either party may, within 30 days from the date of receipt of an initial decision, demand in writing that the other party file for mediation. If such a demand is made and the party receiving the demand fails to file for mediation~~

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~~within 30 days after receipt thereof, then both parties waive their rights to mediate or pursue binding dispute resolution proceedings with respect to the initial decision.~~

PAGE 39

§ 15.3.1 Claims, disputes, or other matters in controversy arising out of or related to the Contract, except those waived as provided for in Sections 9.10.4, 9.10.5, and 15.1.7, shall **not** be subject to mediation as a condition precedent to binding dispute resolution.

~~**§ 15.3.2** The parties shall endeavor to resolve their Claims by mediation which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Mediation Procedures in effect on the date of the Agreement. A request for mediation shall be made in writing, delivered to the other party to the Contract, and filed with the person or entity administering the mediation. The request may be made concurrently with the filing of binding dispute resolution proceedings 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 is stayed pursuant to this Section 15.3.2, the parties may nonetheless proceed to the selection of the arbitrator(s) and agree upon a schedule for later proceedings.~~

~~**§ 15.3.3** Either party may, within 30 days from the date that mediation has been concluded without resolution of the dispute or 60 days after mediation has been demanded without resolution of the dispute, demand in writing that the other party file for binding dispute resolution. If such a demand is made and the party receiving the demand fails to file for binding dispute resolution within 60 days after receipt thereof, then both parties waive their rights to binding dispute resolution proceedings with respect to the initial decision.~~

~~**§ 15.3.4** 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.~~

~~**§ 15.4 Arbitration**~~

~~**§ 15.4.1** If the parties have selected arbitration as the method for binding dispute resolution in the Agreement, any Claim 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 the Agreement. The Arbitration shall be conducted in the place where the Project is located, unless another location is mutually agreed upon. A demand for arbitration shall be made in writing, delivered to the other party to the Contract, and filed with the person or entity administering the arbitration. The party filing a notice of demand for arbitration must assert in the demand all Claims then known to that party on which arbitration is permitted to be demanded.~~

~~**§ 15.4.1.1** 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 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.~~

~~**§ 15.4.2** The award rendered by the arbitrator or arbitrators shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof.~~

~~**§ 15.4.3** The foregoing agreement to arbitrate and other agreements to arbitrate with an additional person or entity duly consented to by parties to the Agreement, shall be specifically enforceable under applicable law in any court having jurisdiction thereof.~~

~~**§ 15.4.4 Consolidation or Joinder**~~

~~**§ 15.4.4.1** Subject to the rules of the American Arbitration Association or other applicable arbitration rules, either party 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~~

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User Notes:

~~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).~~

~~**§ 15.4.4.2** Subject to the rules of the American Arbitration Association or other applicable arbitration rules, either party 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.~~

~~**§ 15.4.4.3** The Owner and Contractor grant to any person or entity made a party to an arbitration conducted under this Section 15.4, whether by joinder or consolidation, the same rights of joinder and consolidation as those of the Owner and Contractor under this Agreement.~~

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Certification of Document's Authenticity

AIA® Document D401™ – 2003

I, , hereby certify, to the best of my knowledge, information and belief, that I created the attached final document simultaneously with its associated Additions and Deletions Report and this certification at 09:05:40 ET on 04/09/2025 under Order No. 3104238820 from AIA Contract Documents software and that in preparing the attached final document I made no changes to the original text of AIA® Document A201™ – 2017, General Conditions of the Contract for Construction, other than those additions and deletions shown in the associated Additions and Deletions Report.

_____

(Signed)

_____

(Title)

_____

(Dated)

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Summary of Work Exhibit A:

Work to be performed by Contractor under this Agreement shall consist of furnishing all labor, materials, insurance, tools, supplies, and equipment necessary for improvements at the MPD Mounted Unit facility, located at 6160 Gaston Loop Road W, Grand Bay, AL 36541.

Base Bid includes, but is not limited to the following:

- Remove and dispose of all existing fences, posts, wires, etc., and replacing it with 5' rail height wood fences and gates as specified in the project manual and drawings. (North field)
- Remove and dispose of all vegetation along the fence line not marked to remain. New fence is to be aligned approximately 1-2' away from existing fence path so that any remaining vegetation remains in the existing pasture.
- Existing entry gate remote opening system with solar panel system is to be removed in a manner to be reused if desired by the facility. Coordinate storage of gate opening system with Project Manager.
- Any changes to the existing fence layout are to be noted in drawings and subject to approval by the project manager prior to installation.
- Both fence elevations on either side of the driveway are to remain parallel to each other for the length of the driveway and pastures.
- Demolition and installation of all fences and gates are to be coordinated with the project manager and facility manager to allow adjustments for the livestock during the construction period.

Alternate #1 includes but is not limited to the following:

- Remove and dispose of existing fences, rail posts, wires, etc., and replace it with wood fences and gates as specified in the project manual and drawings noted as Alternate 1. (South field)
- This includes removal of all vegetation along the fence line not marked to remain.

Alternate #2 includes but is not limited to the following:

- Remove and dispose of existing fences, posts, wires, etc., and replace them with wood fences as specified in the project manual and drawings noted as Alternate 2. (Smaller portion north of the barn)
- This includes removal of all vegetation along the fence line not marked to remain.

Alternate #3 includes but is not limited to the following:

- Remove and dispose of existing fences, posts, wires, etc., and replace them with wood fences (and wire fence backing like the existing installation) as specified in the project manual and drawings noted as Alternate 2. (Road frontage)
- This includes removal of all vegetation along the fence line not marked to remain.

All measurements/dimensions provided in the project manual and drawings are approximate and not to be used by the contractor for their bids. It is the responsibility of the contractor to verify all dimensions, gate counts, information needed for the base bid and each alternate, including all underground utilities.

SECTION 01010

SUMMARY OF THE WORK

PART 1 GENERAL

1.1 SECTION INCLUDES

A. Summary of Work: Contract, contractor use of premises.

B. Contract Considerations: Contingency allowance, schedule of values, applications for payment, change procedures, alternates.

C. Coordination and Meetings: Coordination, field engineering, cutting and patching, meetings, progress meetings, examination, preparation.

D. Submittals: Submittal procedures, construction progress schedules, proposed products list, shop drawings, product data, samples, manufacturers' installation instructions, manufacturers' certificates.

E. Quality Control: Quality assurance - control of installation, Tolerances, References, Mock-ups, Manufacturers' field services and reports.

F. Construction Facilities and Temporary Controls: Electricity, temporary lighting for construction purposes, heat, temporary ventilation, telephone service, water service, temporary sanitary facilities, barriers and fencing, exterior enclosures, protection of installed work, security, access roads, parking, progress cleaning and waste removal, project identification, field offices and sheds, removal of utilities, facilities, and controls.

G. Material and Equipment: Products, transportation, handling, storage, and protection, products options, substitutions.

H. Contract Closeout: Contract closeout procedures, final cleaning, adjusting, project record documents, operation and maintenance data, spare parts and maintenance materials, warranties.

1.2 CONTRACT

A. Summary of Work:

Base Bid: The Work consists of removing all existing fence, posts, wires, etc., and replacing it with wood fences and gates as specified in the project manual and drawings. This includes removal of all vegetation along the fence line not marked to remain. Any changes to the existing fence layout are noted in drawings and subject to approval by the project manager prior to installation. Coordination of demolition and installation are to be coordinated with the project manager and facility manager to allow adjustments for the livestock.

Alternate #1: Remove existing fences, posts, wires, etc., and replace them with wood fences and gates as specified in the project manual and drawings noted as Alternate 1. This includes removal of all vegetation along the fence line not marked to remain.

Alternate #2: Remove existing fences, posts, wires, etc., and replace them with wood fences and gates as specified in the project manual and drawings noted as Alternate 2. This includes removal of all vegetation along the fence line not marked to remain.

Alternate #3: Remove existing fences, posts, wires, etc., and replace it with wood fences and wire fences as specified in the project manual and drawings noted as Alternate 3. This includes removal of all vegetation along the fence line not marked to remain.

All measurements/dimensions provided in the project manual and drawings are approximate and not to be used by the contractor for their bids. It is the responsibility of the contractor to verify all dimensions, gate counts, information needed for the base bid and each alternate.

B. Contract Description: Stipulated sum.

1.3 CONTRACTOR USE OF PREMISES

A. Limit use of premises to allow continued Owner occupancy. All facilities shall remain in use except the immediate work area for this project. Obey all Facility Regulations and coordinate access and schedule of work with Project Manager.

B. Due to the nature of the livestock, Contractor must coordinate construction schedule with project manager and facility manager to always keep the safety of the livestock as a priority.

1.4 CONTINGENCY ALLOWANCE

A. Include in the Contract the stipulated amount for use upon Owner's instruction.

B. Contractor's costs for products, delivery, installation, labor, insurance, payroll, taxes, bonding, equipment rental, overhead and profit are included in Change or Field Orders authorizing expenditure of funds from this Contingency Allowance.

1.5 SCHEDULE OF VALUES

A. Submit Schedule of Values on AIA Form G703 within five (5) calendar days of notification of project award.

1.6 APPLICATIONS FOR PAYMENT

A. Submit two signed and notarized originals of each application on AIA Form G702 and AIA Form G703. Submit Lien Release Waivers, including from subcontractors and major suppliers, with each pay application.

B. Content and Format: Utilize Schedule of Values, AIA Form G703, for listing items in Application for Payment.

C. Payment Period: Monthly, except for final payment of retainage after all Close Out documents are submitted and approved.

1.7 CHANGE ORDER PROCEDURES

A. All contract changes involving a change in scope, payment and/or time shall be made by change order.

B. Stipulated Sum/Price Change Order: Based on Proposal Request and Contractor's fixed price quotation or Contractor's request for a Change Order as approved by Owner.

1.8 ALTERNATE BID ITEMS

A. Alternates quoted on Bid Form, if any, will be reviewed and accepted in the order listed or as approved by the City of Mobile.

B. Coordinate related Work and modify surrounding Work as required.

C. Schedule of Alternates: Listed on bid form, as applicable.

1.9 COORDINATION

A. Coordinate scheduling, submittals, and Work at the facility to ensure an efficient and orderly sequence and to facilitate the continued uninterrupted use of the Facility.

B. Request Utility interruptions at least 72 hours in advance. Note that due to scheduling in the facility, utility interruptions must be approved.

1.10 FIELD ENGINEERING

A. Establish elevations, lines, and levels and certify that elevations and locations of the Work conform to the Contract Documents. Verify existing conditions.

B. Contractor shall field verify all measurements and quantities required for complete installation.

1.11 PRECONSTRUCTION MEETINGS

A. Owner will schedule a pre-construction meeting after contract award for all affected parties.

1.12 PROGRESS MEETINGS

A. Schedule and administer meetings throughout progress of the Work at pre-approved intervals.

B. Preside at meetings, record minutes, and distribute copies within two days to those affected by decisions made.

1.13 CONSTRUCTION PROGRESS SCHEDULES

A. Submit initial progress schedule in duplicate within five (5) calendar days after date of notice of award of project for Project Manager’s review.

B. Submit revised schedules with each Application for Payment, identifying changes since previous version. Indicate estimated percentage of completion for each item of Work at each submission.

1.14 SHOP DRAWINGS

A. Shop Drawings for Review: Submit to Project Manager/Engineer for review for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents.

B. Submit four copies for use by the owner plus the number of copies that Contractor requires. Electronic submittals may be acceptable with prior approval of the Project Manager and Engineer. Close Out documents shall include electronic and hard copies of all submittals.

1.15 QUALITY ASSURANCE - CONTROL OF INSTALLATION

A. Monitor quality control over suppliers, manufacturers, products, services, site conditions, and workmanship, to produce Work of specified quality.

B. Comply with manufacturers' written instructions.

C. Comply with specified standards as minimum quality for the Work except when more stringent tolerances, codes, or specified requirements indicate higher standards or more precise workmanship.

D. Supply certification from manufacturer that the installed Work meets or exceeds all manufacturers' requirements.

1.16 EXAMINATION

A. Verify that existing site conditions and sub surfaces are acceptable for subsequent Work. Beginning new Work means acceptance of existing conditions.

B. Verify that utility services are available, of the correct characteristics, and in the correct location.

1.17 PREPARATION

A. Prepare surfaces prior to applying next material installation.

1.18 TOLERANCES

A. Monitor fabrication and installation tolerance control of installed Products over suppliers, manufacturers, Products, site conditions, and workmanship, to produce acceptable Work. Do not permit tolerances to accumulate. Comply fully with manufacturers' tolerances.

1.19 REFERENCES

A. Conform to reference standards by date of issue current as of date of Contract Documents.

B. Should specified reference standard conflict with Contract Documents, request clarification from Project Manager before proceeding.

1.20 ELECTRICITY

A. Unless otherwise provided for, Contractor shall be allowed to utilize power from the facility in moderate amounts.

B. Provide power outlets for construction operations, branch wiring, distribution boxes, and flexible power cords as required.

1.21 TEMPORARY LIGHTING FOR CONSTRUCTION PURPOSES

A. Provide and maintain temporary lighting for construction operations as may be required.

B. Provide branch wiring from power source to distribution boxes with lighting conductors, pigtails, and lamps as required.

1.22 WATER SERVICE

A. Owner shall provide suitable potable water in moderate quantities without cost to the Contractor.

1.23 TEMPORARY SANITARY FACILITIES

A. Contractor shall provide their own temporary facilities. Use of the facility is not an option for the contractor.

1.24 BARRIERS AND FENCING

A. Provide barriers and fencing as needed to prevent unauthorized entry to construction areas and to protect existing facilities and adjacent properties from dust, debris and damage.

1.25 PROTECTION OF INSTALLED WORK

A. Protect installed Work and provide special protection where specified in individual specification sections. Prohibit traffic or storage upon grass or paving surfaces.

1.26 SECURITY

A. Provide security and facilities to protect Work and existing facilities from unauthorized entry, vandalism, or theft.

1.27 ACCESS ROADS & HAULING

A. Maintain temporary access routes through the public thoroughfare and parking areas to serve the construction area as required without obstructing traffic or blocking access for facility staff or participants. Provide drive pads as required.

B. Restore site to pre-construction condition. Fill ruts, replace broken or damaged amenities, sod disturbed areas.

1.28 PARKING

A. Parking is to be in an approved designated grass area past the fence project to the left of the driveway. Do not block the driveway at any time during construction.

1.29 PROGRESS CLEANING AND WASTE REMOVAL

A. Collect and maintain work areas free of waste materials, debris, and rubbish daily. Maintain site in a clean and orderly condition. Provide refuse containers and dispose of construction debris legally off site. It is imperative that the contractor does not leave any loose nails, wire, screws, etc., on site due to the nature of the livestock and usage of the facility and site. The Owner may request load tickets from landfills permitted to accept construction debris.

1.30 REMOVAL OF UTILITIES, FACILITIES, AND CONTROLS

A. Remove temporary utilities, equipment, facilities and materials, prior to Substantial Completion review.

B. Clean and repair damage caused by installation or use of temporary work.

C. Restore existing facilities used during construction to original condition. Restore permanent facilities used during construction to specified condition.

1.31 PRODUCTS

A. Products: Means new material, machinery, components, equipment, fixtures, and systems forming the Work but does not include machinery and equipment used for preparation, fabrication, conveying and erection of the Work.

1.32 TRANSPORTATION, HANDLING, STORAGE AND PROTECTION

A. Transport, handle, store, and protect Products in accordance with manufacturers' instructions.

1.33 PRODUCT OPTIONS

A. Products Specified by Naming One Manufacturer or equal: Products of manufacturer named approved as "Basis of Design". Equal alternate products to be approved by Owner as Substitutions. Submit product data as required in SUBSTITUTIONS.

1.34 SUBSTITUTIONS

A. Owner will consider requests for Substitutions only within 10 days after date established in Notice to Proceed. For Pre-Bid approved Substitutions, submit request 7 calendar days or more before bid date with all back up data to show that all characteristics of the Basis of Design product are met with the substituted product or material.

B. Document each request with complete backup data substantiating compliance of proposed Substitution with all characteristics of the materials specified in the Contract Documents.

C. Submit three copies of request for Substitution for consideration. Limit each request to one proposed Substitution.

D. Substitution shall indicate all product properties and show that they are equal to that Specified.

E. Acceptance or Rejection of Pre-Bid Substitution Requests will be issued by Addendum.

1.35 FINAL CLEANING

A. Execute final cleaning prior to final inspection of work area. User may occupy portions of the work incrementally as the work is completed and accepted. Entire project to be ready for use by User once all areas of work are completed.

B. Clean debris from site and drainage systems.

C. Remove waste and surplus materials, rubbish, and construction facilities from the facility and the site. Leave site in raked and smooth condition.

1.36 PROJECT RECORD DOCUMENTS

A. Maintain on site one set of Contract Documents to be utilized only for record documents.

B. Record actual revisions to the Work. Record information concurrent with construction progress.

C. Specifications: Legibly mark and record at each Product section a description of actual Products installed.

D. Record Documents and Shop Drawings: Legibly mark each item to record actual construction.

E. Submit documents to Project Manager with claim for final Application for Payment.

F. Submit 2 paper copies and 1 disc with pdf copies to include:
   a. As built drawings and specifications
   b. Approved submittals
   c. Warrantees and guarantees
   d. Certificate of Occupancy or Letter of Completion from Permitting Department or other agencies, as applicable.

1.37 WARRANTIES

A. Product and Manufacturer's Warranties shall be provided per specifications.

B. In addition, all materials and labor shall be warranted for a minimum of one year after Substantial Completion of the entire project. Contractor to promptly repair all deficiencies within that time. A warranty inspection shall be scheduled by the Owner, with the Contractor and Owner's representative, before the end of the warranty period, in order to review the work and note deficiencies for the Contractor to correct. Said meeting may be waived if no deficiencies are noted.

PART 2 PRODUCTS
Not Used.

PART 3 EXECUTION
Not Used.

END OF SECTION

SECTION 01010

SUMMARY OF THE WORK

PART 1 GENERAL

1.1 SECTION INCLUDES

A. Summary of Work: Contract, contractor use of premises.

B. Contract Considerations: Contingency allowance, schedule of values, applications for payment, change procedures, alternates.

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D. Submittals: Submittal procedures, construction progress schedules, proposed products list, shop drawings, product data, samples, manufacturers' installation instructions, manufacturers' certificates.

E. Quality Control: Quality assurance - control of installation, Tolerances, References, Mock-ups, Manufacturers' field services and reports.

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G. Material and Equipment: Products, transportation, handling, storage, and protection, products options, substitutions.

H. Contract Closeout: Contract closeout procedures, final cleaning, adjusting, project record documents, operation and maintenance data, spare parts and maintenance materials, warranties.

1.2 CONTRACT

A. Summary of Work:

Base Bid: The Work consists of removing all existing fence, posts, wires, etc., and replacing it with wood fences and gates as specified in the project manual and drawings. This includes removal of all vegetation along the fence line not marked to remain. Any changes to the existing fence layout are noted in drawings and subject to approval by the project manager prior to installation. Coordination of demolition and installation are to be coordinated with the project manager and facility manager to allow adjustments for the livestock.

Alternate #1: Remove existing fences, posts, wires, etc., and replace them with wood fences and gates as specified in the project manual and drawings noted as Alternate 1. This includes removal of all vegetation along the fence line not marked to remain.

Alternate #2: Remove existing fences, posts, wires, etc., and replace them with wood fences and gates as specified in the project manual and drawings noted as Alternate 2. This includes removal of all vegetation along the fence line not marked to remain.

Alternate #3: Remove existing fences, posts, wires, etc., and replace it with wood fences and wire fences as specified in the project manual and drawings noted as Alternate 3. This includes removal of all vegetation along the fence line not marked to remain.

B. Contract Description: Stipulated sum.

1.3 CONTRACTOR USE OF PREMISES

A. Limit use of premises to allow continued Owner occupancy. All facilities shall remain in use except the immediate work area for this project. Obey all Facility Regulations and coordinate access and schedule of work with Project Manager.

B. Due to the nature of the livestock, Contractor must coordinate construction schedule with project manager and facility manager to always keep the safety of the livestock as a priority.

1.4 CONTINGENCY ALLOWANCE

A. Include in the Contract the stipulated amount for use upon Owner's instruction.

B. Contractor's costs for products, delivery, installation, labor, insurance, payroll, taxes, bonding, equipment rental, overhead and profit are included in Change or Field Orders authorizing expenditure of funds from this Contingency Allowance.

1.5 SCHEDULE OF VALUES

A. Submit Schedule of Values on AIA Form G703 within five (5) calendar days of notification of project award.

1.6 APPLICATIONS FOR PAYMENT

A. Submit two signed and notarized originals of each application on AIA Form G702 and AIA Form G703. Submit Lien Release Waivers, including from subcontractors and major suppliers, with each pay application.

B. Content and Format: Utilize Schedule of Values, AIA Form G703, for listing items in Application for Payment.

C. Payment Period: Monthly, except for final payment of retainage after all Close Out documents are submitted and approved.

1.7 CHANGE ORDER PROCEDURES

A. All contract changes involving a change in scope, payment and/or time shall be made by change order.

B. Stipulated Sum/Price Change Order: Based on Proposal Request and Contractor's fixed price quotation or Contractor's request for a Change Order as approved by Owner.

1.8 ALTERNATE BID ITEMS

A. Alternates quoted on Bid Form, if any, will be reviewed and accepted in the order listed or as approved by the City of Mobile.

B. Coordinate related Work and modify surrounding Work as required.

C. Schedule of Alternates: Listed on bid form, as applicable.

1.9 COORDINATION

A. Coordinate scheduling, submittals, and Work at the facility to ensure an efficient and orderly sequence and to facilitate the continued uninterrupted use of the Facility.

B. Request Utility interruptions at least 72 hours in advance. Note that due to scheduling in the facility, utility interruptions must be approved.

1.10 FIELD ENGINEERING

A. Establish elevations, lines, and levels and certify that elevations and locations of

the Work conform to the Contract Documents. Verify existing conditions.

B. Contractor shall field verify all measurements and quantities required for complete installation.

1.11 PRECONSTRUCTION MEETINGS

A. Owner will schedule a pre-construction meeting after contract award for all affected parties.

1.12 PROGRESS MEETINGS

A. Schedule and administer meetings throughout progress of the Work at pre-approved intervals.

B. Preside at meetings, record minutes, and distribute copies within two days to those affected by decisions made.

1.13 CONSTRUCTION PROGRESS SCHEDULES

A. Submit initial progress schedule in duplicate within five (5) calendar days after date of notice of award of project for Project Manager’s review.

B. Submit revised schedules with each Application for Payment, identifying changes since previous version. Indicate estimated percentage of completion for each item of Work at each submission.

1.14 SHOP DRAWINGS

A. Shop Drawings for Review: Submit to Project Manager/Engineer for review for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents.

B. Submit four copies for use by the owner plus the number of copies that Contractor requires. Electronic submittals may be acceptable with prior approval of the Project Manager and Engineer. Close Out documents shall include electronic and hard copies of all submittals.

1.15 QUALITY ASSURANCE - CONTROL OF INSTALLATION

A. Monitor quality control over suppliers, manufacturers, products, services, site conditions, and workmanship, to produce Work of specified quality.

B. Comply with manufacturers' written instructions.

C. Comply with specified standards as minimum quality for the Work except when more stringent tolerances, codes, or specified requirements indicate higher

standards or more precise workmanship.

D. Supply certification from manufacturer that the installed Work meets or exceeds all manufacturers' requirements.

1.16 EXAMINATION

A. Verify that existing site conditions and sub surfaces are acceptable for subsequent Work. Beginning new Work means acceptance of existing conditions.

B. Verify that utility services are available, of the correct characteristics, and in the correct location.

1.17 PREPARATION

A. Prepare surfaces prior to applying next material installation.

1.18 TOLERANCES

A. Monitor fabrication and installation tolerance control of installed Products over suppliers, manufacturers, Products, site conditions, and workmanship, to produce acceptable Work. Do not permit tolerances to accumulate. Comply fully with manufacturers' tolerances.

1.19 REFERENCES

A. Conform to reference standards by date of issue current as of date of Contract Documents.

B. Should specified reference standard conflict with Contract Documents, request clarification from Project Manager before proceeding.

1.20 ELECTRICITY

A. Unless otherwise provided for, Contractor shall be allowed to utilize power from the facility in moderate amounts.

B. Provide power outlets for construction operations, branch wiring, distribution boxes, and flexible power cords as required.

1.21 TEMPORARY LIGHTING FOR CONSTRUCTION PURPOSES

A. Provide and maintain temporary lighting for construction operations as may be required.

B. Provide branch wiring from power source to distribution boxes with lighting conductors, pigtails, and lamps as required.

1.22 WATER SERVICE

A. Owner shall provide suitable potable water in moderate quantities without cost to the Contractor.

1.23 TEMPORARY SANITARY FACILITIES

A. Contractor shall provide their own temporary facilities. Use of the facility is not an option for the contractor.

1.24 BARRIERS AND FENCING

A. Provide barriers and fencing as needed to prevent unauthorized entry to construction areas and to protect existing facilities and adjacent properties from dust, debris and damage.

1.25 PROTECTION OF INSTALLED WORK

A. Protect installed Work and provide special protection where specified in individual specification sections. Prohibit traffic or storage upon grass or paving surfaces.

1.26 SECURITY

A. Provide security and facilities to protect Work and existing facilities from unauthorized entry, vandalism, or theft.

1.27 ACCESS ROADS & HAULING

A. Maintain temporary access routes through the public thoroughfare and parking areas to serve the construction area as required without obstructing traffic or blocking access for facility staff or participants. Provide drive pads as required.

B. Restore site to pre-construction condition. Fill ruts, replace broken or damaged amenities, sod disturbed areas.

1.28 PARKING

A. Parking is to be in an approved designated grass area past the fence project to the left of the driveway. Do not block the driveway at any time during construction.

1.29 PROGRESS CLEANING AND WASTE REMOVAL

A. Collect and maintain work areas free of waste materials, debris, and rubbish daily. Maintain site in a clean and orderly condition. Provide refuse containers and dispose of construction debris legally off site. It is imperative that the contractor does not leave any loose nails, wire, screws, etc., on site due to the nature of the livestock and usage of the facility and site. The Owner may request load tickets from landfills permitted to accept construction debris.

1.30 REMOVAL OF UTILITIES, FACILITIES, AND CONTROLS

A. Remove temporary utilities, equipment, facilities and materials, prior to Substantial Completion review.

B. Clean and repair damage caused by installation or use of temporary work.

C. Restore existing facilities used during construction to original condition. Restore permanent facilities used during construction to specified condition.

1.31 PRODUCTS

A. Products: Means new material, machinery, components, equipment, fixtures, and systems forming the Work but does not include machinery and equipment used for preparation, fabrication, conveying and erection of the Work.

1.32 TRANSPORTATION, HANDLING, STORAGE AND PROTECTION

A. Transport, handle, store, and protect Products in accordance with manufacturers' instructions.

1.33 PRODUCT OPTIONS

A. Products Specified by Naming One Manufacturer or equal: Products of manufacturer named approved as "Basis of Design". Equal alternate products to be approved by Owner as Substitutions. Submit product data as required in SUBSTITUTIONS.

1.34 SUBSTITUTIONS

A. Owner will consider requests for Substitutions only within 10 days after date established in Notice to Proceed. For Pre-Bid approved Substitutions, submit request 7 calendar days or more before bid date with all back up data to show that all characteristics of the Basis of Design product are met with the substituted product or material.

B. Document each request with complete backup data substantiating compliance of

proposed Substitution with all characteristics of the materials specified in the Contract Documents.

C. Submit three copies of request for Substitution for consideration. Limit each request to one proposed Substitution.

D. Substitution shall indicate all product properties and show that they are equal to that Specified.

E. Acceptance or Rejection of Pre-Bid Substitution Requests will be issued by Addendum.

1.35 FINAL CLEANING

A. Execute final cleaning prior to final inspection of work area. User may occupy portions of the work incrementally as the work is completed and accepted. Entire project to be ready for use by User once all areas of work are completed.

B. Clean debris from site and drainage systems.

C. Remove waste and surplus materials, rubbish, and construction facilities from the facility and the site. Leave site in raked and smooth condition.

1.36 PROJECT RECORD DOCUMENTS

A. Maintain on site one set of Contract Documents to be utilized only for record documents.

B. Record actual revisions to the Work. Record information concurrent with construction progress.

C. Specifications: Legibly mark and record at each Product section a description of actual Products installed.

D. Record Documents and Shop Drawings: Legibly mark each item to record actual construction.

E. Submit documents to Project Manager with claim for final Application for Payment.

F. Submit 2 paper copies and 1 disc with pdf copies to include:
   a. As built drawings and specifications
   b. Approved submittals
   c. Warrantees and guarantees
   d. Certificate of Occupancy or Letter of Completion from Permitting Department or other agencies, as applicable.

1.37 WARRANTIES

A. Product and Manufacturer's Warranties shall be provided per specifications.

B. In addition, all materials and labor shall be warranted for a minimum of one year after Substantial Completion of the entire project. Contractor to promptly repair all deficiencies within that time. A warranty inspection shall be scheduled by the Owner, with the Contractor and Owner's representative, before the end of the warranty period, in order to review the work and note deficiencies for the Contractor to correct. Said meeting may be waived if no deficiencies are noted.

PART 2 PRODUCTS
Not Used.

PART 3 EXECUTION
Not Used.

END OF SECTION

MPD Mounted Unit –
Grand Bay Upgrades – Fencing
PD-052a-24

SECTION 01210

ALLOWANCES

PART 1GENERAL

1.1 RELATED DOCUMENTS
Drawings and general provisions of the Contract, including General Conditions and Division 01 Specification Sections, apply to this Section.

1.2 SUMMARY

A. Allowances will be utilized to:

1. Defer selection of certain items until more information is available.

2. Provide for discretionary installation of materials where exact and specific conditions cannot be determined in advance.

3. Provide for the discretionary use of labor where tasks and time frames cannot be determined in advance.

B. Include in Total Bid a stipulated lump sum allowance amount as specified in this Section.

1.3 ALLOWANCE

A. Include in the Total Base Quote a stipulated allowance(s) as indicated on the Quote Form for the use upon Owner's instruction. Upon Contractor inspection and Owner approval, any additional work that may be required, but not covered in the original Scope of Work (Base Scope Quote), shall be added to the scope and cost charged against the Contingency Allowance. Contractor's cost for products, delivery, installation labor, insurance, payroll, bonding, equipment rental and overhead and profit will be included in the Allowances. Contractor's markups on allowances are limited to 10% for subcontractor's work and 15% for his own forces.

B. Use of Contingency Allowance(s) shall be approved in writing by the Owner before any materials are ordered or work performed.

C. Upon completion of the Work, any unused portion of the Allowances shall be credited back to the City of Mobile in the form of a Change Order.

D. Contractor shall provide a detailed proposal of the work with overhead and profit broken out. Such proposals shall include proposals from subcontractors, also showing their detailed proposal with overhead and profit broken out.

1.4 SELECTION AND PURCHASE

A. Advise the Project Manager when final selection and purchase of allowance item must be complete to avoid delay.

1.5 SUBMITTALS

A. Request for Use of Allowance: Submit proposals for approval that detail and break out costs for contractors and subcontractor's markups.

B. After Use of Allowance: Submit invoices to show quantity delivered to the site for each allowance.

PART 2 PRODUCTS

Not used

PART 3 EXECUTION

3.1 INSPECTION

A. Promptly inspect all Allowance items upon delivery. Immediately report any shortage, damage, or defects to Project Manager.

3.2 PREPARATION

A. Coordinate materials and installation to assure that each item is integrated with related construction activities.

3.3 ALLOWANCE SCHEDULE

A. Include as a Contingency Allowance the lump sum amount of ten thousand five and xx/100 Dollars ($10,000.00).

END OF SECTION

SECTION

01220 UNIT

PRICES

PART 1 GENERAL

1.1 RELATED DOCUMENTS
Drawings and general provisions of the Contract, including General Conditions and Division 01 Specification Sections, apply to this Section.

1.2 SUMMARY

A. Section Includes:
1. Measurement.
2. Payment.

1.3 UNIT PRICES

A. Provide unit prices for items listed, for inclusion in Contract, guaranteed to apply for duration of Project as basis for additions to or deductions from Contract Sum.

B. Actual quantities and measurements supplied or placed in the Work will determine payment.

C. Payment includes full compensation for all required labor, Products, tools, equipment, services, and incidentals, and for erection, application, or installation of an item of the Work.

PART 2 PRODUCTS Not used

PART 3 EXECUTION

3.1 UNIT PRICE SCHEDULE

A. Provide and install one (1) 12’ horse fence including corner posts, bracing and construction, per the specifications. Limit up to 5 units.
1. Unit of measure: Per Each.
2. Basis of payment:
a. Contract Sum to be based on quantities material provided and installed.
b. Adjustments to Contract Sum will be made based on actual quantity of items provided to owner.

END OF SECTION

SECTION 01230

ALTERNATIVE BID ITEMS

PART 1 GENERAL

1.1 RELATED DOCUMENTS

Drawings and general provisions of the Contract, including General Conditions and Division 01 Specification Sections, apply to this Section.

1.2 SUMMARY

A. Section Includes
   1. Documentation of changes to Contract Sum and/or Contract Time.

B. Contract Documents contain pertinent requirements for materials and methods to accomplish work described herein.

C. Provide alternate costs for inclusion in Contract Sum if accepted by Owner.

1.3 RELATED REQUIREMENTS

A. Owner/Contractor Agreement: Alternates accepted by Owner for incorporation into the Work.

B. Individual specification sections identified.

1.4 PROCEDURES

A. Alternates will be exercised at the option of Owner.

B. Coordinate related work and modify surrounding work as required to complete the work, including changes under each Alternate, when acceptance is designated in Owner/Contractor Agreement.

1.5 DESCRIPTION OF ALTERNATES

A. Alternate #1: Remove and replace fence and gates noted in the drawing and specifications included in the scope of work. (South field)
B. Alternate #2: Remove and replace fence noted in the drawing and specifications included in the scope of work. (Section north of the barn)
C. Alternate #3: Remove and replace fence along the road front noted in the drawing and specifications included in the scope of work.

PART 2 PRODUCTS Not used

PART 3 EXECUTION Not used

END OF SECTION

SECTION 01310 - PROJECT MANAGEMENT AND COORDINATION

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division 1 Specification Sections, apply to this Section.

1.2 SUMMARY

A. Section includes administrative provisions for coordinating construction operations on Project including, but not limited to, the following:

1. General project coordination procedures.
2. Administrative and supervisory personnel.
3. Coordination drawings.
4. Requests for Information (RFIs).
5. Project meetings.

B. Each contractor shall participate in coordination requirements. Certain areas of responsibility are assigned to a specific contractor.

C. Related Sections:
1. Division 1 Section "Execution Requirements"
2. Division 1 Section "Project Record Drawings" for coordinating closeout of the Contract.

1.3 DEFINITIONS

A. RFI: Request from Owner, Architect, or Contractor seeking information from each other during construction.

1.4 COORDINATION

A. Contractor shall be responsible for coordinating all trades of his contract, Owners Contractors, coordinating construction sequences and schedules, and coordinating actual installed location and interface of work.

B. Contractor shall supervise and direct the development of coordination drawings showing comprehensive coordination and integration of all Work of this project

including, but not limited to, structural, architectural mechanical, plumbing, fire protection, electrical disciplines, and Owners Contractors.

C. Coordination drawings are intended to assist Contractor and all trades during construction and may be used to supplement shop drawings, record drawings, and other required submittals.

D. Coordination: Each contractor shall supervise and direct construction operations with those of subcontractors and entities to ensure efficient and orderly installation of each part of the Work. Each contractor shall coordinate its operations with operations, included in different Sections that depend on each other for proper installation, connection, and operation.

1. Schedule construction operations in sequence are required to obtain the best results where installation of one part of the Work depends on installation of other components, before or after its own installation.
2. Coordinate installation of different components with other contractors to ensure maximum performance and accessibility for required maintenance, service, and repair.
3. Make adequate provisions to accommodate items scheduled for later installation.

E. Prepare memoranda for distribution to each party involved, outlining special procedures required for coordination. Include such items as required notices, reports, and list of attendees at meetings.

1. Prepare similar memoranda for Owner and separate contractors if coordination of their Work is required.

F. Administrative Procedures: Coordinate scheduling and timing of required administrative procedures with other construction activities to avoid conflicts and to ensure orderly progress of the Work. Such administrative activities include, but are not limited to, the following:

1. Preparation of Contractor's construction schedule.
2. Preparation of the schedule of values.
3. Installation and removal of temporary facilities and controls.
4. Delivery and processing of submittals.
5. Progress meetings.
6. Preinstallation conferences.
7. Project closeout activities.
8. Startup and adjustment of systems.
9. Project closeout activities.

1.5 KEY PERSONNEL

A. Key Personnel Names: Within 5 days of Notice to Proceed, submit a list of key personnel assignments, including superintendent and other personnel in attendance at Project site. Identify individuals and their duties and responsibilities; list addresses and telephone numbers, including home, office, and cellular telephone numbers and email addresses. Provide names, addresses, and telephone numbers of individuals assigned as standbys in the absence of individuals assigned to Project.

1. Post copies of list at site. Keep list current at all times.

1.6 REQUESTS FOR INFORMATION (RFIs)

A. General: Immediately on discovery of the need for additional information or interpretation of the Contract Documents, Contractor shall prepare and submit an RFI in the form specified.

1. Architect and/or Owner will return RFIs submitted to Architect and/or Owner by other entities controlled by Contractor with no response.
2. Coordinate and submit RFIs in a prompt manner so as to avoid delays in Contractor's work or work of subcontractors.

1.7 PROJECT MEETINGS

A. General: Attendance of subcontractors and superintendent at a weekly progress meeting is required.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

END OF SECTION 01310

SECTION 01320

CONSTRUCTION PROGRESS DOCUMENTATION

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division 1 Specification Sections, apply to this Section.

1.2 SUMMARY

A. Section includes administrative and procedural requirements for documenting the progress of construction during performance of the Work, including the following:

1. Start-up construction schedule.
2. Contractor's construction schedule.
3. Field condition reports.
4. Special reports.

1.3 INFORMATIONAL SUBMITTALS

A. Format for Submittals: Submit required submittals in the following format:

1. PDF electronic file.

B. Start-up construction schedule.

1. Approval of cost-loaded start-up construction schedule will not constitute approval of schedule of values for cost-loaded activities.

C. Contractor's Construction Schedule: Initial schedule, of size required to display entire schedule for entire construction period.

D. Field Condition Reports: Submit at time of discovery of differing conditions.

E. Special Reports: Submit at time of unusual event.

F. Existing Condition Photos: Submit prior to onsite mobilization to record existing conditions. If, during construction, damage occurs by others, notify Project Manager right away.

PART 2 - PRODUCTS

2.1 CONTRACTOR'S CONSTRUCTION SCHEDULE, GENERAL

A. Time Frame: Extend schedule from date established for the Notice to Proceed to date of final completion.

B. Activities: Treat each story or separate area as a separate numbered activity for each principal element of the Work. Show the following:

1. Activity Duration
2. Procurement Activities: Include procurement process activities for long lead items and major items, requiring a cycle of more than 60 days, as separate activities in schedule. Procurement cycle activities include, but are not limited to, submittals, approvals, purchasing, fabrication, and delivery.
3. Submittal Review Time: Include review and resubmittal times indicated in Division 1 Section "Submittal Procedures" in schedule. Coordinate submittal review times in Contractor's construction schedule with submittal schedule.
4. Startup and Testing Time: Include not less than 15 days for startup and testing.
5. Substantial Completion: Indicate completion in advance of date established for Substantial Completion, and allow time for Architect's administrative procedures necessary for certification of Substantial Completion.

C. Constraints: Include constraints and work restrictions indicated in the Contract Documents and as follows in schedule, and show how the sequence of the Work is affected.

1. Phasing: Arrange list of activities on schedule by phase.
2. Work Restrictions: Show the effect of the following items on the schedule:

a. Coordination with existing construction.
b. Limitations of continued occupancies.
c. Uninterruptible services.
d. Partial occupancy before Substantial Completion.
e. Use of premises restrictions.
f. Provisions for future construction.
g. Seasonal variations.
h. Environmental control.

D. Milestones: Include milestones indicated in the Contract Documents in schedule, including, but not limited to, the Notice to Proceed, Substantial Completion, and final completion.

E. Upcoming Work Summary: Prepare summary report indicating activities scheduled to occur or commence prior to submittal of next schedule update. Summarize the following issues:

1. Unresolved issues.
2. Unanswered RFIs.

3. Rejected or unreturned submittals.
4. Notations on returned submittals.

2.2 START-UP CONSTRUCTION SCHEDULE

A. Bar-Chart Schedule: Submit start-up horizontal bar-chart-type construction schedule within seven days of date established for the Notice to Proceed .

B. Preparation: Indicate each significant construction activity separately. Identify first workday of each week with a continuous vertical line. Outline significant construction activities for first 90 days of construction.

2.3 CONTRACTOR'S CONSTRUCTION SCHEDULE (CPM SCHEDULE)

A. CPM Schedule Preparation: Prepare a list of all activities required to complete the Work. Using the start-up network diagram, prepare a skeleton network to identify probable critical paths.

1. Activities: Indicate the estimated time duration, sequence requirements, and relationship of each activity in relation to other activities. Include estimated time frames for the following activities:

    a. Preparation and processing of submittals.
    b. Mobilization and demobilization.
    c. Purchase of materials.
    d. Delivery.
    e. Fabrication.
    f. Utility interruptions.
    g. Installation.
    h. Work by Owner that may affect or be affected by Contractor's activities.
    i. Testing and commissioning.
    j. Punch list and final completion.
    k. Activities occurring following final completion.

2. Critical Path Activities: Identify critical path activities, including those for interim completion dates. Scheduled start and completion dates shall be consistent with Contract milestone dates.
3. Format: Mark the critical path. Locate the critical path near center of network; locate paths with most float near the edges.

B. Contract Modifications: For each proposed contract modification and concurrent with its submission, prepare a time-impact analysis using a network fragment to demonstrate the effect of the proposed change on the overall project schedule.

C. Initial Issue of Schedule: Identify critical activities. Prepare tabulated reports showing the following:

1. Contractor or subcontractor and the Work or activity.

2. Description of activity.
3. Principal events of activity.
4. Immediate preceding and succeeding activities.
5. Early and late start dates.
6. Early and late finish dates.
7. Activity duration in workdays.

D. Schedule Updating: Submit at each weekly coordination meeting.

1. Identification of activities that have changed.
2. Changes in early and late start dates.
3. Changes in early and late finish dates.
4. Changes in activity durations in workdays.
5. Changes in the critical path.
6. Changes in total float or slack time.
7. Changes in the Contract Time.

Note: The Contractor may be allowed additional construction days due to inclement conditions ("rain days") only as such are appropriately documented and are in excess of the NOAA/National Weather Service average (previous 5 years) for the given month. A "rain day" is defined as more than a "trace" (0.10") of rain falling within a given 24 hour period. The Contractor shall provide documentation and formally request any "rain days" they feel are legitimately due. Documentation shall be submitted to the Project Manager, in writing, within ten (10) calendar days of the rain event.

2.4 REPORTS

A. Field Condition Reports: Immediately on discovery of a difference between field conditions and the Contract Documents, prepare and submit a detailed report. Submit with a Request for Information. Include a detailed description of the differing conditions, together with recommendations for changing the Contract Documents.

2.5 SPECIAL REPORTS

A. General: Submit special reports directly to Owner within one day of an occurrence. Distribute copies of report to parties affected by the occurrence.

B. Reporting Unusual Events: When an event of an unusual and significant nature occurs at Project site, whether or not related directly to the Work, prepare and submit a special report. List chain of events, persons participating, response by Contractor's personnel, evaluation of results or effects, and similar pertinent information. Advise Owner in advance when these events are known or predictable.

PART 3 - EXECUTION

Not Used

END OF SECTION

SECTION 01330
SUBMITTAL PROCEDURES

PART 1 GENERAL

1.1 RELATED DOCUMENTS

A. Drawings and general provisions of the Contact, including General and Supplementary Conditions and Division 01 Specification Section, apply to this Section.

1.2 SUMMARY

A. Section Includes:
   1. Submittal Procedure
   2. Submittal Schedule
   3. Shop Drawings
   4. Product Data
   5. Samples

1.3 SUBMITTAL PROCEDURES

A. Number each submittal with Project Manual specification Section number and sequential number within each section. Number resubmittals with original number and an alphabetic suffix.

B. Identify Project, Contractor, Subcontractor or supplier, pertinent Drawing sheet and detail numbers, and specification Section number, as appropriate.

C. Submit all submittals simultaneously for each Produce or Specification Section. Where multiple Products function as an assembly, group submittals for all related Products into single submittal.

D. Project Manager will not review incomplete submittals.

E. Apply Contractor's stamp, signed or initialed certifying that:

   1. Submittal was reviewed.
   2. Products, field dimensions, and adjacent construction have been verified.
   3. Information has been coordinated with requirements for Work and Contract Documents.

F. Schedule submittals to expedite the Project and deliver to Project Manager. Coordinate submittal of related items.

G. For each submittal, allow 10 days for Project Manager's review, excluding delivery time to and from Contractor. Identify variations from Contract Documents and Product or system limitations that may be detrimental to successful performance of completed Work.

H. Revise and resubmit submittals when required; identify all changes made since previous submittals.

I. Distribute copies of reviewed submittals to concerned parties and to Project Record Documents file. Instruct parties to promptly report any inability to comply with provisions.

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1.4 SUBMITTAL SCHEDULE

A. Submit a submittal schedule showing all submittals proposed for project, including:
   1. Submittals for Review
   2. Closeout Submittals.

B. Include for each submittal:
   1. Specification section number.
   2. Description of submittal.
   3. Type of submittal.
   4. Anticipated submittal date.

C. Submit three (3) hard copies and one (1) PDF copy, concurrently.

1.5 SHOP DRAWINGS

A. Present information in clear and thorough manner.

B. Identify details by reference to sheet and detail numbers or areas shown on Drawings.

C. Reproductions of details contained in Contract Documents are not acceptable.

D. Submit four (4) hard copies and one (1) PDF copy (concurrently). One hard copy and a PDF copy will be returned to Contractor for printing and distribution.

1.6 PRODUCT DATA

A. Mark each copy to identify applicable products, models, options, and other data.

B. Supplement manufacturers' standard data to provide information unique to this Project.

C. Submit 3 copies. Project Manager will return one copy to Contractor for printing and distribution.

1.7 SAMPLES

A. Submit samples to illustrate functional and aesthetic characteristics of Products, with integral parts and attachment of devices. Coordinate sample submittals for interfacing work.

B. Where so indicated, submit samples of finishes from the full range of manufacturers' standard colors, textures, and patterns for Project Manager's selection.

C. Include identification for each sample, with full Project information.

D. Project Manager will notify Contractor of approval or rejection of samples, or of selection of color, texture or pattern if full range is submitted.

END OF SECTION

SECTION 01400

PRE-BID QUALIFICATIONS & CONSTRUCTION QUALITY REQUIREMENTS

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division 1 Specification Sections, apply to this Section.

1.2 SUMMARY

A. Section includes administrative and procedural requirements for general contractor/installer **pre-bid qualifications**.

B. Testing and inspecting services are required to verify compliance with requirements specified or indicated.

C. The City of Mobile is unable to issue payment or deposits on materials that are not on the project site, or in the City of Mobile stored in a climate controlled, bonded warehouse where a City representative can verify their presence and proper storage. Please refer to Construction Contract and General Conditions for more detail on payment procedures.

D. Contractor's Quality Control Plan

1. Specific quality assurance, control and schedule requirements for individual construction activities are specified in the Sections that specify those activities. Requirements in those Sections may also cover production of standard products.

E. Related Sections:
1. Division 1 Section "Construction Progress Documentation" for developing a schedule of required tests, inspections, submittals, orders, and installation.
2. Section 09681 Carpet Tile for specific test and inspection requirements.

1.3 PRE-BID QUALIFICATIONS

A. Due to the size of the fence installation, fence contractors with minimum three years' experience of similar quality and size will be approved for work. Prior to bidding, potential bidders must provide record of at least one fence project of similar size and/or construction completed within the last five years as well as a contact for the client. The intent is to pre-qualify general contractors and installers with a proven, successful record of installations of similar size, and similar installation time. Companies without proven records of success will not be approved for work on this project. Companies who have not met quality requirements

and/or construction schedule during other City of Mobile projects will also not be approved for work on this project.

B. Submittals indicating proven record of success shall include:
   1. List of fencing projects completed over the past five years.
   2. By submitting qualification information, the general contractor and/or installer affirm that they are able to provide the materials needed for this project under the payment terms of the contract.
   3. Provide a list of projects of similar size, scope, and timeframe performed for other entities and that support the assertion of successful performance.
      a. Include project name, year completed and contact names and numbers for reference.
      b. Indicate size of installation, scope, and installation time of each project listed.

C. Submit Installer qualifications by 3pm local time Thursday April 9th to Jody Russell, Project Manager, at jody.russell@cityofmobile.gov. **An Addendum will be issued by Friday, April 10th, listing approved installers.**

1.4 CONTRACTOR'S QUALITY-CONTROL PLAN FOR CONSTRUCTION

A. Quality-Control Plan, General: Submit quality-control plan and schedule within 2 days of Notice to Proceed. Submitting in format is acceptable to Architect. Identify personnel, procedures, controls, instructions, tests, records, schedule and forms to be used to carry out Contractor's quality-assurance and quality-control responsibilities.

B. Submittal Procedure: Describe procedures for ensuring compliance with requirements through review and management of submittal process.

C. Testing and Inspection: Include in the quality-control plan a comprehensive schedule of Work requiring testing and inspection.

D. Continuous Inspection of Workmanship: Describe process for continuous inspection during construction to identify and correct deficiencies in workmanship in addition to testing and specified inspection. Indicate types of corrective actions to be required to bring work into compliance with standards of workmanship established by Contract requirements and approved mockups.

1.5 REPORTS AND DOCUMENTS

A. Test and Inspection Reports: Prepare and submit certified written reports specified in this and other Sections. Include the following:

   1. Date of issue.
   2. Project title and number.
   3. Name, address, and telephone number of testing agency.
   4. Dates and locations of samples and tests or inspections.
   5. Names of individuals making tests and inspections.
   6. Description of the Work and test and inspection method.

7. Identification of product and Specification Section.
8. Complete test or inspection data.
9. Test and inspection results and an interpretation of test results.
10. Record of temperature and weather conditions at time of sample taking and testing and inspecting.
11. Comments or professional opinion on whether tested or inspected Work complies with the Contract Document requirements.
12. Name and signature of laboratory inspector, manufacturer's technical representative, and/or factory authorized representative.
13. Recommendations on retesting and re-inspecting.

1.6 QUALITY ASSURANCE

A. General: Qualifications paragraphs in this article establish the minimum qualification levels required; individual Specification Sections specify additional requirements.

B. Manufacturer Qualifications: A firm experienced in manufacturing products or systems similar to those indicated for this Project and with a record of successful in-service performance, as well as sufficient production capacity to produce required units.

C. Manufacturer's Technical Representative Qualifications: An authorized representative of manufacturer who is trained and approved by manufacturer to observe and inspect installation of manufacturer's products that are similar in material, design, and extent to those indicated for this Project.

D. Mockups: Full-size, physical assemblies that are constructed on-site. Mockups are used to verify selections made under sample submittals, to demonstrate aesthetic effects and, where indicated, qualities of materials and execution, and to review construction, coordination, testing, or operation; they are not Samples. Approved mockups establish the standard by which the Work will be judged.

1. Mockups: Before installing portions of the Work requiring mockups, build mockups for each form of construction and finish required to comply with the following requirements, using materials indicated for the completed Work:

2. Build mockups in location and of size indicated or, if not indicated, as directed by Architect. The location will be determined by the project manager and facility site manager prior to installation. The mock up will included a 12' length of fence incorporating a corner post with bracing.

3. Notify Architect 7 seven days in advance of dates and times when mockups will be constructed.

4. Demonstrate the proposed range of aesthetic effects and workmanship.

5. Obtain Architect's approval of mockups before starting work, fabrication, or construction.

6. Allow 7 seven days for initial review and each re-review of each mockup.

7. Maintain mockups during construction in an undisturbed condition as a standard for judging the completed Work.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

END OF SECTION 01400

SECTION 01635
SUBSTITUTION PROCEDURES

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division 1 Specification Sections, apply to this Section.

1.2 SUMMARY

A. Section includes administrative and procedural requirements for substitutions.

B. Related Sections:
   1. Divisions 2 through 16 Sections for specific requirements and limitations for substitutions and pre-bid approvals.

1.3 DEFINITIONS

A. Substitutions: Changes in products, materials, equipment, and methods of construction from those required by the Contract Documents and proposed by Contractor.

   1. Substitutions for Cause: Changes proposed by Contractor that are required due to changed Project conditions, such as unavailability of product, regulatory changes, or unavailability of required warranty terms.
   2. Substitutions for Convenience: Changes proposed by Contractor or Owner that are not required in order to meet other Project requirements but may offer advantage to Contractor or Owner.

1.4 SUBMITTALS

A. Substitution Requests: Submit three copies of each request for consideration. Identify product or fabrication or installation method to be replaced.

   1. Documentation: Show compliance with requirements for substitutions and the following, as applicable:

      a. Statement indicating why specified product or fabrication or installation cannot be provided, if applicable.
      b. Coordination information, including a list of changes or modifications needed to other parts of the Work and to construction performed by Owner

and separate contractors that will be necessary to accommodate proposed substitution.

c. Product Data, including drawings and descriptions of products and fabrication and installation procedures.
d. 6”x12” Samples of each finish material in proposed pattern and color.
e. Certificates and qualification data.
f. Material test reports from a qualified testing agency indicating and interpreting test results for compliance with requirements indicated.
g. Cost information, including a proposal of change, if any, in the Contract Sum (not applicable for pre-bid Submittals).
h. Impact of substitution on construction schedule.
i. Contractor's certification that proposed substitution complies with requirements in the Contract Documents except as indicated in substitution request, is compatible with related materials, and is appropriate for applications indicated.
j. Contractor's waiver of rights to additional payment or time that may subsequently become necessary because of failure of proposed substitution to produce indicated results.

2. Project Manager’s Action: If necessary, Project Manager will request additional information or documentation for evaluation within seven days of receipt of a request for substitution. Project Manager will notify Contractor of acceptance or rejection of proposed substitution within 15 days of receipt of request, or seven days of receipt of additional information or documentation, whichever is later.

a. Forms of Acceptance: Change Order, Construction Change Directive, or Project Manager Supplemental Instructions for minor changes in the Work.
b. Use product specified if Project Manager does not issue a decision on use of a proposed substitution within time allocated.

1.5 QUALITY ASSURANCE

A. Compatibility of Substitutions: Investigate and document compatibility of proposed substitution with related products and materials. Engage qualified testing agency to perform compatibility tests recommended by manufacturers.

1.6 PROCEDURES

A. Coordination: Modify or adjust affected work as necessary to integrate work of the approved substitutions.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

END OF SECTION

SECTION 01700
EXECUTION REQUIREMENTS

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division 1 Specification Sections, apply to this Section.

1.2 SUMMARY

A. Section includes general administrative and procedural requirements governing execution of the Work including, but not limited to, the following:

1. Environmental concerns.
2. Installation of the Work.
3. Cutting and patching.
4. Progress cleaning.
5. Starting and adjusting.
6. Protection of installed construction.
7. Correction of the Work.

B. Related Sections:
1. Division 1 Sections “Summary of the Work”, “Project Record Documents”, or "Closeout Procedures", if included in Project Manual, for submitting closeout documents and final cleaning.

1.3 DEFINITIONS

A. Cutting: Removal of in-place construction necessary to permit installation or performance of other work.

B. Patching: Fitting and repair work required to restore construction to original conditions after installation of other work.

1.4 INFORMATIONAL SUBMITTALS

A. Cutting and Patching Plan: Submit plan describing procedures at least 10 days prior to the time cutting and patching will be performed. Include the following information:

1. Extent: Describe reason for and extent of each occurrence of cutting and patching.
2. Changes to In-Place Construction: Describe anticipated results. Include changes to structural elements and operating components as well as changes in building appearance and other significant visual elements.

3. Products: List products to be used for patching and firms or entities that will perform patching work.
4. Dates: Indicate when cutting and patching will be performed.
5. Utilities and Mechanical and Electrical Systems: List services and systems that cutting and patching procedures will disturb or affect. List services and systems that will be relocated and those that will be temporarily out of service. Indicate how long services and systems will be disrupted. Prior approval of Utility outages is required. Notify Owner of intent at least 72 hours in advance.

1.5 QUALITY ASSURANCE

A. Cutting and Patching: Comply with requirements for and limitations on cutting and patching of construction elements.

PART 2 - PRODUCTS

2.1 MATERIALS

A. General: Comply with requirements specified in other Sections.

B. In-Place Materials: Use materials for patching identical to in-place materials. For exposed surfaces, use materials that visually match in-place adjacent surfaces to the fullest extent possible.

1. If identical materials are unavailable or cannot be used, use materials that, when installed, will provide a match acceptable to the Architect for the visual and functional performance of in-place materials.

PART 3 - EXECUTION

3.1 EXAMINATION

A. Existing Conditions: The existence and location of underground and other utilities and construction indicated as existing are not guaranteed. Before beginning work, investigate and verify the existence and location of underground utilities, mechanical and electrical systems, and other construction affecting the Work.

1. Before construction, verify the location and invert elevation at points of connection of sanitary sewer, storm sewer, and water-service piping; underground electrical services, and other utilities.
2. Furnish location data for work related to Project that must be performed by public utilities serving Project site.

B. Examination and Acceptance of Conditions: Before proceeding with each component of the Work, examine substrates, areas, and conditions, with Installer or Applicator present

where indicated, for compliance with requirements for installation tolerances and other conditions affecting performance. Record observations.

1. Written Report: Where a written report listing conditions detrimental to performance of the Work is required by other Sections, include the following:

    a. Description of the Work.
    b. List of detrimental conditions, including substrates.
    c. List of unacceptable installation tolerances.
    d. Recommended corrections.

2. Verify compatibility with and suitability of substrates, including compatibility with existing finishes or primers.
3. Examine roughing-in for mechanical and electrical systems to verify actual locations of connections before equipment and fixture installation.
4. Examine walls, floors, and roofs for suitable conditions where products and systems are to be installed.
5. Proceed with installation only after unsatisfactory conditions have been corrected. Proceeding with the Work indicates acceptance of surfaces and conditions.

3.2 PREPARATION

A. Field Measurements: Take field measurements as required to fit the Work properly. Recheck measurements before installing each product. Where portions of the Work are indicated to fit to other construction, verify dimensions of other construction by field measurements before fabrication. Coordinate fabrication schedule with construction progress to avoid delaying the Work.

B. Space Requirements: Verify space requirements and dimensions of items shown diagrammatically on Drawings.

C. Review of Contract Documents and Field Conditions: Immediately on discovery of the need for clarification of the Contract Documents caused by differing field conditions outside the control of the Contractor, submit a request for information to Architect according to requirements in Division 1 Section "Project Management and Coordination."

D. Surface and Substrate Preparation: Comply with manufacturer's recommendations for preparation of substrates to receive subsequent work.

3.3 INSTALLATION

A. General: Locate the Work and components of the Work accurately, in correct alignment and elevation, as indicated.

1. Make vertical work plumb and make horizontal work level.
2. Where space is limited, install components to maximize space available for maintenance and ease of removal for replacement.
3. Conceal pipes, ducts, and wiring in finished areas, unless otherwise indicated.

4. Maintain minimum headroom clearance of 96 inches, but in no case shall the new piping be lower than the existing piping.

B. Comply with manufacturer's written instructions and recommendations for installing products in applications indicated.

C. Install products at the time and under conditions that will ensure the best possible results. Maintain conditions required for product performance until Substantial Completion.

D. Conduct construction operations so no part of the Work is subjected to damaging operations or loading in excess of that expected during normal conditions of occupancy.

E. Tools and Equipment: Do not use tools or equipment that produce harmful noise levels.

F. Templates: Obtain and distribute to the parties involved templates for work specified to be factory prepared and field installed. Check Shop Drawings of other work to confirm that adequate provisions are made for locating and installing products to comply with indicated requirements.

G. Attachment: Provide blocking and attachment plates and anchors and fasteners of adequate size and number to securely anchor each component in place, accurately located and aligned with other portions of the Work. Where size and type of attachments are not indicated, verify size and type required for load conditions.

1. Mounting Heights: Where mounting heights are not indicated, mount components at heights directed by Architect.
2. Allow for building movement, including thermal expansion and contraction.
3. Coordinate installation of anchorages. Furnish setting drawings, templates, and directions for installing anchorages, including sleeves, concrete inserts, anchor bolts, and items with integral anchors, that are to be embedded in concrete or masonry. Deliver such items to Project site in time for installation.

H. Joints: Make joints of uniform width. Where joint locations in exposed work are not indicated, arrange joints for the best visual effect. Fit exposed connections together to form hairline joints.

I. Hazardous Materials: Use products, cleaners, and installation materials that are not considered hazardous, and meet environmental requirements.

3.4 CUTTING AND PATCHING

A. Cutting and Patching, General: Employ skilled workers to perform cutting and patching. Proceed with cutting and patching at the earliest feasible time, and complete without delay.

1. Cut in-place construction to provide for installation of other components or performance of other construction, and subsequently patch as required to restore surfaces to their original condition.

B. Temporary Support: Provide temporary support of work to be cut.

C. Protection: Protect in-place construction during cutting and patching to prevent damage. Provide protection from adverse weather conditions for portions of Project that might be exposed during cutting and patching operations.

D. Adjacent Occupied Areas: Where interference with use of adjoining areas or interruption of free passage to adjoining areas is unavoidable, coordinate cutting and patching in accordance with requirements of Division 1 Section "Summary."

E. Existing Utility Services and Mechanical/Electrical Systems: Where existing services/systems are required to be removed, relocated, or abandoned, bypass such services/systems before cutting to prevent interruption to occupied areas.

F. Cutting: Cut in-place construction by sawing, drilling, breaking, chipping, grinding, and similar operations, including excavation, using methods least likely to damage elements retained or adjoining construction. If possible, review proposed procedures with original Installer; comply with original Installer's written recommendations.

1. In general, use hand or small power tools designed for sawing and grinding, not hammering and chopping. Cut holes and slots neatly to minimum size required, and with minimum disturbance of adjacent surfaces. Temporarily cover openings when not in use.
2. Finished Surfaces: Cut or drill from the exposed or finished side into concealed surfaces.
3. [Concrete] [and] [Masonry]: Cut using a cutting machine, such as an abrasive saw or a diamond-core drill.
4. Mechanical and Electrical Services: Cut off pipe or conduit in walls or partitions to be removed. Cap, valve, or plug and seal remaining portion of pipe or conduit to prevent entrance of moisture or other foreign matter after cutting.
5. Proceed with patching after construction operations requiring cutting are complete.

G. Patching: Patch construction by filling, repairing, refinishing, closing up, and similar operations following performance of other work. Patch with durable seams that are as invisible as practicable. Provide materials and comply with installation requirements specified in other Sections, where applicable.

1. Inspection: Where feasible, test and inspect patched areas after completion to demonstrate physical integrity of installation.
2. Exposed Finishes: Restore exposed finishes of patched areas and extend finish restoration into retained adjoining construction in a manner that will minimize evidence of patching and refinishing.

    a. Clean piping, conduit, and similar features before applying paint or other finishing materials.
    b. Restore damaged pipe covering to its original condition.

3. Floors and Walls: Where walls or partitions that are removed extend one finished area into another, patch and repair floor and wall surfaces in the new space. Provide an even surface of uniform finish, color, texture, and appearance. Remove

in-place floor and wall coverings and replace with new materials, if necessary, to achieve uniform color and appearance.

a. Where patching occurs in a painted surface, prepare substrate and apply primer and intermediate paint coats appropriate for substrate over the patch, and apply final paint coat over entire unbroken surface containing the patch. Provide additional coats until patch blends with adjacent surfaces.

4. Ceilings: Patch, repair, or rehang in-place ceilings as necessary to provide an even-plane surface of uniform appearance.
5. Exterior Building Enclosure: Patch components in a manner that restores enclosure to a weathertight condition.

H. Cleaning: Clean areas and spaces where cutting and patching are performed. Remove paint, mortar, oils, putty, and similar materials from adjacent finished surfaces.

3.5 PROGRESS CLEANING

A. General: Clean Project site and work areas daily, including common areas. Enforce requirements strictly. Dispose of materials lawfully.

1. Comply with requirements in NFPA 241 for removal of combustible waste materials and debris.
2. Do not hold waste materials more than seven days during normal weather or three days if the temperature is expected to rise above 80 deg F (27 deg C).
3. Containerize hazardous and unsanitary waste materials separately from other waste. Mark containers appropriately and dispose of legally, according to regulations.

a. Utilize containers intended for holding waste materials of type to be stored.

4. Coordinate progress cleaning for joint-use areas where more than one installer has worked.

B. Site: Maintain Project site free of waste materials and debris.

C. Work Areas: Clean areas where work is in progress to the level of cleanliness necessary for proper execution of the Work.

1. Remove liquid spills promptly.
2. Where dust would impair proper execution of the Work, broom-clean or vacuum the entire work area, as appropriate.

D. Installed Work: Keep installed work clean. Clean installed surfaces according to written instructions of manufacturer or fabricator of product installed, using only cleaning materials specifically recommended. If specific cleaning materials are not recommended, use cleaning materials that are not hazardous to health or property and that will not damage exposed surfaces.

E. Exposed Surfaces in Finished Areas: Clean exposed surfaces and protect as necessary to ensure freedom from damage and deterioration at time of Substantial Completion.

F. Waste Disposal: Do not bury or burn waste materials on-site. Do not wash waste materials down sewers or into waterways.

G. During handling and installation, clean and protect construction in progress and adjoining materials already in place. Apply protective covering where required to ensure protection from damage or deterioration at Substantial Completion.

H. Clean completed construction as frequently as necessary through the remainder of the construction period.

3.6 STARTING AND ADJUSTING

A. Coordinate startup and adjusting of equipment and operating components with requirements in other Division 2 -16 Sections."

B. Start equipment and operating components to confirm proper operation. Remove malfunctioning units, replace with new units, and retest.

C. Adjust equipment for proper operation. Adjust operating components for proper operation without binding.

D. Test each piece of equipment to verify proper operation. Test and adjust controls and safeties. Replace damaged and malfunctioning controls and equipment.

E. Manufacturer's Field Service: Comply with qualification requirements in other Division 2-16 Sections.

3.7 PROTECTION OF INSTALLED CONSTRUCTION

A. Provide final protection and maintain conditions that ensure installed Work is without damage or deterioration at time of Substantial Completion.

B. Comply with manufacturer's written instructions for temperature and relative humidity.

3.8 CORRECTION OF THE WORK

A. Repair or remove and replace defective construction. Restore damaged substrates and finishes.

1. Repairing includes replacing defective parts, refinishing damaged surfaces, touching up with matching materials, and properly adjusting operating equipment.

B. Restore permanent facilities used during construction to their specified condition.

C. Remove and replace damaged surfaces that are exposed to view if surfaces cannot be repaired without visible evidence of repair.

D. Repair components that do not operate properly. Remove and replace operating components that cannot be repaired.

E. Remove and replace chipped, scratched, and broken glass or reflective surfaces.

3.9 ENVIRONMENTAL CONCERNS

1. Provide protection and conduct construction in ways that comply with environmental regulations and that minimize possible air, waterway, and subsoil contamination or pollution or other undesirable effects.

3.10 STORMWATER CONTROL AND DISCHARGE

1. Comply with City of Mobile and Alabama Department of Environmental Management requirements. Pay particular attention to Water Regulations and Allowable Discharges.

2. See City of Mobile Code, Chapter 17, Storm Water Management and Flood Control.

3. Obtain any necessary permits that may be required due to discharges.

END OF SECTION 01700

SECTION 01710
CLOSEOUT PROCEDURES

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division 01 Specification Sections, apply to this Section.

1.2 SUMMARY

A. Section includes administrative and procedural requirements for contract closeout, including, but not limited to, the following:

1. Substantial Completion procedures.
2. Final completion procedures.
3. Warranties.
4. Final cleaning.
5. Repair of the Work.

1.3 ACTION SUBMITTALS

A. Product Data: For each type of cleaning agent.

B. Contractor's List of Incomplete Items: Initial submittal at Substantial Completion.

C. Certified List of Incomplete Items: Final submittal at final completion.

1.4 CLOSEOUT SUBMITTALS

A. Certificates of Release: From authorities having jurisdiction.

B. Certificate of Insurance: For continuing coverage.

1.5 MAINTENANCE MATERIAL SUBMITTALS

A. Schedule of Maintenance Material Items: For maintenance material submittal items specified in other Sections.

1.6 SUBSTANTIAL COMPLETION PROCEDURES

A. Contractor's List of Incomplete Items: Prepare and submit a list of items to be completed and corrected (Contractor's punch list), indicating the value of each item on the list and reasons why the Work is incomplete.

B. Submittals Prior to Substantial Completion: Complete the following a minimum of 10 days prior to requesting inspection for determining date of Substantial Completion. List items below that are incomplete at time of request.

1. Certificates of Release: Obtain and submit releases from authorities having jurisdiction permitting Owner unrestricted use of the Work and access to services and utilities. Include occupancy permits, operating certificates, and similar releases.
2. Submit closeout submittals specified in other Division 01 Sections, including project record documents, operation and maintenance manuals, damage or settlement surveys, property surveys, and similar final record information.
3. Submit closeout submittals specified in individual Sections, including specific warranties, workmanship bonds, maintenance service agreements, final certifications, and similar documents.
4. Submit maintenance material submittals specified in individual Sections, including tools, spare parts, extra materials, and similar items, and deliver to location designated by Architect. Label with manufacturer's name and model number.

    a. Schedule of Maintenance Material Items: Prepare and submit schedule of maintenance material submittal items, including name and quantity of each item and name and number of related Specification Section. Obtain Architect’s signature for receipt of submittals.

5. Submit testing, adjusting, and balancing records.
6. Submit sustainable design submittals not previously submitted.
7. Submit changeover information related to Owner's occupancy, use, operation, and maintenance.

C. Procedures Prior to Substantial Completion: Complete the following a minimum of 10 days prior to requesting inspection for determining date of Substantial Completion. List items below that are incomplete at time of request.

1. Advise Owner of pending insurance changeover requirements.
2. Make final changeover of permanent locks and deliver keys to Owner. Advise Owner's personnel of changeover in security provisions.
3. Complete startup and testing of systems and equipment.
4. Perform preventive maintenance on equipment used prior to Substantial Completion.
5. Instruct Owner's personnel in operation, adjustment, and maintenance of products, equipment, and systems.
6. Advise Owner of changeover in utility services.
7. Terminate and remove temporary facilities from Project site, along with mockups, construction tools, and similar elements.

8. Complete final cleaning requirements.
9. Touch up paint and otherwise repair and restore marred exposed finishes to eliminate visual defects.

D. Inspection: Submit a written request for inspection to determine Substantial Completion a minimum of 10 days prior to date the Work will be completed and ready for final inspection and tests. On receipt of request, Architect will either proceed with inspection or notify Contractor of unfulfilled requirements. Architect will prepare the Certificate of Substantial Completion after inspection or will notify Contractor of items, either on Contractor's list or additional items identified by Architect, that must be completed or corrected before certificate will be issued.

1. Request reinspection when the Work identified in previous inspections as incomplete is completed or corrected.
2. Results of completed inspection will form the basis of requirements for final completion.

1.7 FINAL COMPLETION PROCEDURES

A. Submittals Prior to Final Completion: Before requesting final inspection for determining final completion, complete the following:
1. Certified List of Incomplete Items: Submit certified copy of Architect's Substantial Completion inspection list of items to be completed or corrected (punch list), endorsed and dated by Architect. Certified copy of the list shall state that each item has been completed or otherwise resolved for acceptance.
2. Certificate of Insurance: Submit evidence of final, continuing insurance coverage complying with insurance requirements.
3. Submit final completion photographic documentation.

B. Inspection: Submit a written request for final inspection to determine acceptance a minimum of 10 days prior to date the work will be completed and ready for final inspection and tests. On receipt of request, Architect will either proceed with inspection or notify Contractor of unfulfilled requirements. Architect will prepare a final Certificate for Payment after inspection or will notify Contractor of construction that must be completed or corrected before certificate will be issued.

1. Request reinspection when the Work identified in previous inspections as incomplete is completed or corrected.

1.8 LIST OF INCOMPLETE ITEMS (PUNCH LIST)

A. Organization of List: Include name and identification of each space and area affected by construction operations for incomplete items and items needing correction including, if necessary, areas disturbed by Contractor that are outside the limits of construction.
1. Organize items applying to each space by major element, including categories for ceiling, individual walls, floors, equipment, and building systems.
2. Include the following information at the top of each page:

a. Project name.
b. Date.
c. Name of Architect.
d. Name of Contractor.
e. Page number.

3. Submit list of incomplete items in the following format:

a. MS Excel electronic file. Architect will return annotated file.
b. PDF electronic file. Architect will return annotated file.

1.9 SUBMITTAL OF PROJECT WARRANTIES

A. Time of Submittal: Submit written warranties on request of Architect for designated portions of the Work where warranties are indicated to commence on dates other than date of Substantial Completion, or when delay in submittal of warranties might limit Owner's rights under warranty.

B. Organize warranty documents into an orderly sequence based on the table of contents of Project Manual.

C. Warranty Electronic File: Provide warranties and bonds in PDF format. Assemble complete warranty and bond submittal package into a single electronic PDF file with bookmarks enabling navigation to each item. Provide bookmarked table of contents at beginning of document.

D. Warranties in Paper Form:

1. Bind warranties and bonds in heavy-duty, three-ring, vinyl-covered, loose-leaf binders, thickness as necessary to accommodate contents, and sized to receive 8-1/2-by-11-inch paper.
2. Provide heavy paper dividers with plastic-covered tabs for each separate warranty. Mark tab to identify the product or installation. Provide a typed description of the product or installation, including the name of the product and the name, address, and telephone number of Installer.
3. Identify each binder on the front and spine with the typed or printed title "WARRANTIES," Project name, and name of Contractor.

E. Provide additional copies of each warranty to include in operation and maintenance manuals.

PART 2 - PRODUCTS

2.1 MATERIALS

A. Cleaning Agents: Use cleaning materials and agents recommended by manufacturer or fabricator of the surface to be cleaned. Do not use cleaning agents that are potentially hazardous to health or property or that might damage finished surfaces.

1. Use cleaning products that comply with Green Seal's GS-37, or if GS-37 is not applicable, use products that comply with the California Code of Regulations maximum allowable VOC levels.

PART 3 - EXECUTION

3.1 FINAL CLEANING

A. General: Perform final cleaning. Conduct cleaning and waste-removal operations to comply with local laws and ordinances and Federal and local environmental and antipollution regulations.

B. Cleaning: Employ experienced workers or professional cleaners for final cleaning. Clean each surface or unit to condition expected in an average commercial building cleaning and maintenance program. Comply with manufacturer's written instructions.

1. Complete the following cleaning operations before requesting inspection for certification of Substantial Completion for entire Project or for a designated portion of Project:

a. Clean Project site, and grounds, in areas disturbed by construction and delivery activities, of rubbish, waste material, litter, and other foreign substances.
b. Sweep paved areas broom clean. Remove petrochemical spills, stains, and other foreign deposits.
c. Remove tools, construction equipment, machinery, and surplus material from Project site.
d. Clean interior hard-surfaced finishes to a dirt-free condition, free of stains, films, and similar foreign substances. Avoid disturbing natural weathering of exterior surfaces. Restore reflective surfaces to their original condition.
e. Remove debris and surface dust from limited access spaces, including roofs, plenums, shafts, trenches, equipment vaults, manholes, attics, and similar spaces.
f. Sweep concrete floors broom clean in unoccupied spaces.
g. Vacuum carpet and similar soft surfaces, removing debris and excess nap; clean according to manufacturer's recommendations if visible soil or stains remain.
h. Clean transparent materials, including mirrors and glass in doors and windows. Remove glazing compounds and other noticeable, vision-

obscuring materials. Polish mirrors and glass, taking care not to scratch surfaces.

i. Remove labels that are not permanent.
j. Wipe surfaces of mechanical and electrical equipment, and similar equipment. Remove excess lubrication, paint and mortar droppings, and other foreign substances.
k. Clean plumbing fixtures to a sanitary condition, free of stains, including stains resulting from water exposure.
l. Replace disposable air filters and clean permanent air filters. Clean exposed surfaces of diffusers, registers, and grills.
m. Clean ducts, blowers, and coils if units were operated without filters during construction or that display contamination with particulate matter on inspection.

n. Clean light fixtures, lamps, globes, and reflectors to function with full efficiency.
o. Leave Project clean and ready for occupancy.

3.2 REPAIR OF THE WORK

A. Complete repair and restoration operations before requesting inspection for determination of Substantial Completion.

B. Repair, or remove and replace, defective construction. Repairing includes replacing defective parts, refinishing damaged surfaces, touching up with matching materials, and properly adjusting operating equipment. Where damaged or worn items cannot be repaired or restored, provide replacements. Remove and replace operating components that cannot be repaired. Restore damaged construction and permanent facilities used during construction to specified condition.

1. Remove and replace chipped, scratched, and broken glass, reflective surfaces, and other damaged transparent materials.
2. Touch up and otherwise repair and restore marred or exposed finishes and surfaces. Replace finishes and surfaces that that already show evidence of repair or restoration.

    a. Do not paint over "UL" and other required labels and identification, including mechanical and electrical nameplates. Remove paint applied to required labels and identification.

3. Replace parts subject to operating conditions during construction that may impede operation or reduce longevity.
4. Replace burned-out bulbs, bulbs noticeably dimmed by hours of use, and defective and noisy starters in fluorescent and mercury vapor fixtures to comply with requirements for new fixtures.

END OF SECTION

SECTION 017823
OPERATION AND MAINTENANCE DATA

PART 1 - GENERAL

1.1 SUMMARY

A. This Section includes administrative and procedural requirements for preparing operation and maintenance manuals, including the following:
   1. Operation manuals for systems, subsystems, and equipment.
   2. Maintenance manuals for the care and maintenance of products, materials, and finishes, systems and equipment.

B. See Divisions 01 through 16 Sections for specific operation and maintenance manual requirements for the Work in those Sections.

1.2 SUBMITTALS

A. Manual: Submit two copies of each manual in final form at least 15 days before final inspection. Architect will return copy with comments within 10 days after final inspection.

   1. Correct or modify each manual to comply with Architect's comments. Submit **2** copies of each corrected manual within 10 days of receipt of Architect's comments.

   2. Provide PDF copies on 2 USB drives. Submit with the corrected manual.

PART 2 - PRODUCTS

2.1 MANUALS, GENERAL

A. Organization: Unless otherwise indicated, organize each manual into a separate section for each system and subsystem, and a separate section for each piece of equipment not part of a system. Each manual shall contain a title page, table of contents, and manual contents.

B. Title Page: Enclose title page in transparent plastic sleeve. Include the following information:

   1. Subject matter included in manual.
   2. Name and address of Project.
   3. Name and address of Owner.
   4. Date of submittal.
   5. Name, address, and telephone number of Contractor.

6. Name and address of Architect and Engineer.
7. Cross-reference to related systems in other operation and maintenance manuals.

C. Table of Contents: List each product included in manual, identified by product name, indexed to the content of the volume, and cross-referenced to Specification Section number in Project Manual.

D. Manual Contents: Organize into sets of manageable size. Arrange contents alphabetically by system, subsystem, and equipment. If possible, assemble instructions for subsystems, equipment, and components of one system into a single binder.

1. Binders: Heavy-duty, 3-ring, vinyl-covered, loose-leaf binders, in thickness necessary to accommodate contents, sized to hold 8-1/2-by-11-inch (215-by-280-mm) paper; with clear, plastic sleeve on spine to hold label describing contents and with pockets inside covers to hold folded oversize sheets.

    a. Identify each binder on front and spine, with printed title "OPERATION AND MAINTENANCE MANUAL," Project title or name, and subject matter of contents. Indicate volume number for multiple-volume sets.

2. Dividers: Heavy-paper dividers with plastic-covered tabs for each section. Mark each tab to indicate contents. Include typed list of products and major components of equipment included in the section on each divider, cross-referenced to Specification Section number and title of Project Manual.
3. Protective Plastic Sleeves: Transparent plastic sleeves designed to enclose diagnostic software diskettes for computerized electronic equipment.
4. Drawings: Attach reinforced, punched binder tabs on drawings and bind with text.

    a. If oversize drawings are necessary, fold drawings to same size as text pages and use as foldouts.
    b. If drawings are too large to be used as foldouts, fold and place drawings in labeled envelopes and bind envelopes in rear of manual. At appropriate locations in manual, insert typewritten pages indicating drawing titles, descriptions of contents, and drawing locations.

2.2 OPERATION MANUALS

A. Content: In addition to requirements in this Section, include operation data required in individual Specification Sections and equipment descriptions, operating standards, operating procedures, operating logs, wiring and control diagrams, and license requirements.

B. Descriptions: Include the following:

1. Product name and model number.
2. Manufacturer's name.
3. Equipment identification with serial number of each component.
4. Equipment function.

5. Operating characteristics.
6. Limiting conditions.
7. Performance curves.
8. Engineering data and tests.
9. Complete nomenclature and number of replacement parts.

C. Operating Procedures: Include start-up, break-in, and control procedures; stopping and normal shutdown instructions; routine, normal, seasonal, and weekend operating instructions; and required sequences for electric or electronic systems.

D. Systems and Equipment Controls: Describe the sequence of operation, and diagram controls as installed.

E. Piped Systems: Diagram piping as installed and identify color-coding where required for identification.

2.3 PRODUCT MAINTENANCE MANUAL

A. Content: Organize manual into a separate section for each product, material, and finish. Include source information, product information, maintenance procedures, repair materials and sources, and warranties and bonds, as described below.

B. Source Information: List each product included in manual, identified by product name and arranged to match manual's table of contents. For each product, list name, address, and telephone number of Installer or supplier and maintenance service agent, and cross-reference Specification Section number and title in Project Manual.

C. Product Information: Include the following, as applicable:

1. Product name and model number.
2. Manufacturer's name.
3. Color, pattern, and texture.
4. Material and chemical composition.
5. Reordering information for specially manufactured products.

D. Maintenance Procedures: Include manufacturer's written recommendations and inspection procedures, types of cleaning agents, methods of cleaning, schedule for cleaning and maintenance, and repair instructions.

E. Repair Materials and Sources: Include lists of materials and local sources of materials and related services.

F. Warranties and Bonds: Include copies of warranties and bonds and lists of circumstances and conditions that would affect validity of warranties or bonds.

2.4 SYSTEMS AND EQUIPMENT MAINTENANCE MANUAL

A. Content: For each system, subsystem, and piece of equipment not part of a system, include source information, manufacturers' maintenance documentation, maintenance procedures, maintenance and service schedules, spare parts list and source information, maintenance service contracts, and warranty and bond information, as described below.

B. Source Information: List each system, subsystem, and piece of equipment included in manual, identified by product name and arranged to match manual's table of contents. For each product, list name, address, and telephone number of Installer or supplier and maintenance service agent, and cross-reference Specification Section number and title in Project Manual.

C. Manufacturers' Maintenance Documentation: Manufacturers' maintenance documentation including maintenance instructions, drawings and diagrams for maintenance, nomenclature of parts and components, and recommended spare parts for each component part or piece of equipment:

D. Maintenance Procedures: Include test and inspection instructions, troubleshooting guide, disassembly instructions, and adjusting instructions, and demonstration and training videotape if available, that detail essential maintenance procedures.

E. Submit demonstration and training video for all lighting control systems.

F. Maintenance and Service Schedules: Include service and lubrication requirements, list of required lubricants for equipment, and separate schedules for preventive and routine maintenance and service with standard time allotment.

G. Spare Parts List and Source Information: Include lists of replacement and repair parts, with parts identified and cross-referenced to manufacturers' maintenance documentation and local sources of maintenance materials and related services.

H. Maintenance Service Contracts: Include copies of maintenance agreements with name and telephone number of service agent.

I. Warranties and Bonds: Include copies of warranties and bonds and lists of circumstances and conditions that would affect validity of warranties or bonds.

PART 3 - EXECUTION

3.1 MANUAL PREPARATION

A. Product Maintenance Manual: Assemble a complete set of maintenance data indicating care and maintenance of each product, material, and finish incorporated into the Work.

B. Operation and Maintenance Manuals: Assemble a complete set of operation and maintenance data indicating operation and maintenance of each system, subsystem, and piece of equipment not part of a system.

C. Manufacturers' Data: Where manuals contain manufacturers' standard printed data, include only sheets pertinent to product or component installed. Mark each sheet to identify each product or component incorporated into the Work. If data include more than one item in a tabular format, identify each item using appropriate references from the Contract Documents. Identify data applicable to the Work and delete references to information not applicable.

D. Drawings: Prepare drawings supplementing manufacturers printed data to illustrate the relationship of component parts of equipment and systems and to illustrate control sequence and flow diagrams. Coordinate these drawings with information contained in Record Drawings to ensure correct illustration of completed installation.

1. Do not use original Project Record Documents as part of operation and maintenance manuals.

E. Comply with Division 01 Section "Closeout Procedures" for schedule for submitting operation and maintenance documentation.

END OF SECTION 017823

SECTION 017839
PROJECT RECORD DOCUMENTS

PART 1 - GENERAL

1.1 SUMMARY

A. This Section includes administrative and procedural requirements for Project Record Documents, including the following:

1. Record Drawings.
2. Record Specifications.
3. Record Product Data.

B. See Division 01 Section "Operation and Maintenance Data" for operation and maintenance manual requirements.

C. See Divisions 01 through 16 Sections for specific requirements for Project Record Documents of the Work in those Sections.

1.2 SUBMITTALS

A. Record Drawings: Comply with the following:

1. Number of Copies: Submit copies of Record Drawings as follows:
   a. Final Submittal: Submit two sets of marked-up Record Prints, showing all dimensional locations, materials changes, any changes via addendum or change order. Pay particular attention to noting underground utilities.

B. Record Specifications: Submit two copies of Project's Specifications, including addenda and contract modifications.

C. Record Product Data: Submit two copies of each Product Data submittal.

D. Submit PDF’s of Record Drawings, Record Specifications, Record Change Orders, Requests for Proposal, Documentation of use of Allowances, Product and Contractor’s Warrantees, Product Test Reports, Final Surveys, Record Product Data, etc on 2 USB drives.

PART 2 - PRODUCTS

2.1 RECORD DRAWINGS

A. Record Prints: Maintain one set of blue- or black-line white prints of the Contract Drawings and Shop Drawings.

1. Preparation: Mark Record Prints to show the actual installation where installation varies from that shown originally. Require individual or entity who obtained record data, whether individual or entity is Installer, subcontractor, or similar entity, to prepare the marked-up Record Prints.

    a. Give particular attention to information on concealed elements that would be difficult to identify or measure and record later.
    b. Record data as soon as possible after obtaining it. Record and check the markup before enclosing concealed installations.

2. Mark the Contract Drawings or Shop Drawings, whichever is most capable of showing actual physical conditions, completely and accurately. If Shop Drawings are marked, show cross-reference on the Contract Drawings.
3. Mark record sets with erasable, red-colored pencil. Use other colors to distinguish between changes for different categories of the Work at same location.
4. Note Construction Change Directive numbers, alternate numbers, Change Order numbers, and similar identification, where applicable.

B. Format: Identify and date each Record Drawing; include the designation "PROJECT RECORD DRAWING" in a prominent location.

1. Record Prints: Organize Record Prints and newly prepared Record Drawings into manageable sets. Bind each set with durable paper cover sheets. Include identification on cover sheets.
2. Record Transparencies: Organize into unbound sets matching Record Prints. Place transparencies in durable tube-type drawing containers with end caps. Mark end cap of each container with identification. If container does not include a complete set, identify Drawings included.
3. Record CAD Drawings: Organize CAD information into separate electronic files that correspond to each sheet of the Contract Drawings. Name each file with the sheet identification. Include identification in each CAD file.
4. Identification: As follows:

    a. Project name.
    b. Date.
    c. Designation "PROJECT RECORD DRAWINGS."
    d. Name of Architect and Engineer.
    e. Name of Contractor.

2.2 RECORD SPECIFICATIONS

A. Preparation: Mark Specifications to indicate the actual product installation where installation varies from that indicated in Specifications, addenda, and contract modifications.

1. Give particular attention to information on concealed products and installations that cannot be readily identified and recorded later.

2. Mark copy with the proprietary name and model number of products, materials, and equipment furnished, including substitutions and product options selected.
3. Record the name of manufacturer, supplier, Installer, and other information necessary to provide a record of selections made.
4. Note related Change Orders, Record Product Data, and Record Drawings where applicable.

2.3 RECORD PRODUCT DATA

A. Preparation: Mark Product Data to indicate the actual product installation where installation varies substantially from that indicated in Product Data submittal.

1. Give particular attention to information on concealed products and installations that cannot be readily identified and recorded later.
2. Include significant changes in the product delivered to Project site and changes in manufacturer's written instructions for installation.
3. Note related Change Orders, Record Specifications, and Record Drawings where applicable.

2.4 MISCELLANEOUS RECORD SUBMITTALS

A. Assemble miscellaneous records required by other Specification Sections for miscellaneous record keeping and submittal in connection with actual performance of the Work. Bind or file miscellaneous records and identify each, ready for continued use and reference.

B. Completed Test Reports.

PART 3 - EXECUTION

3.1 RECORDING AND MAINTENANCE

A. Recording: Maintain one copy of each submittal during the construction period for Project Record Document purposes. Post changes and modifications to Project Record Documents as they occur; do not wait until the end of Project.

B. Maintenance of Record Documents and Samples: Store Record Documents and Samples in the field office apart from the Contract Documents used for construction. Do not use Project Record Documents for construction purposes. Maintain Record Documents in good order and in a clean, dry, legible condition, protected from deterioration and loss. Provide access to Project Record Documents for Architect's reference during normal working hours.

END OF SECTION 017839

SECTION 061063 - EXTERIOR ROUGH CARPENTRY

GENERAL

1. RELATED DOCUMENTS

A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 01 Specification Sections, apply to this Section.

2. SUMMARY

A. Section Includes:
   a. Wood fences.
   b. Wood posts and braces.

B. DEFINITIONS
   a. Boards: Lumber of less than 2 inches nominal in thickness and 2 inches nominal or greater in width.
   b. Dimensional Lumber: Lumber of 2 inches nominal or greater but less than 5 inches nominal in least dimension.
   c. Timber: Lumber of 5 inches nominal or greater in least dimension.
   d. Lumber grading agencies, and the abbreviations used to reference them, include the following:

1. NeLMA: Northeastern Lumber Manufacturers' Association.
2. NLGA: National Lumber Grades Authority.
3. RIS: Redwood Inspection Service.
4. SPIB: The Southern Pine Inspection Bureau.
5. WCLIB: West Coast Lumber Inspection Bureau.
6. WWPA: Western Wood Products Association.

3. SUBMITTALS

A. Submittals for this section are subject to the re-evaluation fee identified in Article 4 of the General Conditions.
B. Manufacturers’ installation instructions shall be provided along with product data.
C. Submittals shall be provided in the order in which they are specified and tabbed (for combined submittals).
D. Product Data: For preservative-treated wood products. Include chemical treatment manufacturer's written instructions for handling, storing, installing, and finishing treated material.

E. For preservative-treated wood products. Indicate type of preservative used and net amount of preservative retained.

F. Certificates of Inspection: Issued by lumber grading agency for exposed wood products not marked with grade stamp.

G. Evaluation Reports: For preservative-treated wood products, from ICC-ES.

4. QUALITY ASSURANCE

A. Mill and Producers Mark: Each piece of lumber and plywood shall be gradestamped indicating type, grade, mill, and grading agency certified by the Board of Review of the American Lumber Standards Committee. Mark shall appear on unfinished surface or ends of pieces with finished surfaces.

1. Pressure Preservative Treated Material: Accredited agency quality mark on each piece of wood indicating treatment.

2. Fire-Retardant Treated Material: Accredited testing agency mark on each piece of wood indicating compliance with the fire hazard classification.

5. DELIVERY, STORAGE, AND HANDLING

A. Store materials under cover and protected from weather and contact with damp or wet surfaces. Stack lumber flat with spacers between each bundle to provide air circulation. Provide air circulation around stacks and under coverings.

1. PRODUCTS

2. LUMBER, GENERAL

A. Comply with DOC PS 20 and with grading rules of lumber grading agencies certified by ALSC's Board of Review as applicable. If no grading agency is indicated, comply with the applicable rules of any rules-writing agency certified by ALSC's Board of Review.

3. Factory mark each item with grade stamp of grading agency.
4. For items that are exposed to view in the completed Work.
5. Where nominal sizes are indicated, provide actual sizes required by DOC PS 20 for moisture content specified. Where actual sizes are indicated, they are minimum dressed sizes for dry wood products.

6. Provide dressed lumber, S4S, unless otherwise indicated.

   B. Maximum Moisture Content:

   1. Boards: 15 percent.

   2. Dimension Lumber: 15 percent; 15 percent for 2-inch nominal thickness or less; Timber. 19 percent.

7. LUMBER

   A. Hand select wood for better grade appearance and quality for freedom from characteristics, on exposed surfaces and edges, that would impair finish appearance, including decay, honeycomb, knot holes, shake, splits, torn grain, and wane.

   B. Dimension Lumber: No. 1 grade and the following species:

      1. Hem-fir or hem-fir (North); NLGA, WCLIB, or WWPA.

      2. Douglas fir-larch, Douglas fir-larch (North), or Douglas fir-south; NLGA, WCLIB, or WWPA.

      3. Mixed southern pine; SPIB.

      4. Redwood; RIS.

   C. Boards:
      1. Southern pine, B & B finish; SPIB.
      2. Western red cedar

   D. Boards:

      1. Eastern white pine, Idaho white, lodgepole, ponderosa, or sugar pine; Premium grade; NeLMA, NLGA, WCLIB, or WWPA.

      2. Mixed southern pine; No. 1 grade; SPIB.

      3. Northern white cedar, [**No. 1 Common**] [**No. 2 Common**]; NeLMA or NLGA.

   E. POSTS
      1. Dimensional Lumber Posts: No. 1 grade with minimal cracking, knots, and imperfections and the following species:
         a. Hem-fir or hem-fir (North); NLGA, WCLIB, or WWPA.
         b. Douglas fir-larch, Douglas fir-larch (North), or Douglas fir-south; NLGA, WCLIB, or WWPA.
         c. Mixed southern pine; SPIB.
         d. Spruce-pine-fir or spruce-pine-fir (South); NeLMA, NLGA, WCLIB, or WWPA.

B. Timber Posts: Balsam fir, Douglas fir-larch, Douglas fir-larch (North), eastern hemlock tamarack (North), hem-fir, southern pine, western hemlock, or western hemlock (North); No. 1; NeLMA, NLGA, SPIB, WCLIB, or WWPA.

C. Timber Posts: Alaska cedar; No. 1; WCLIB.

D. Timber Posts: Southern pine; No. 1; SPIB.

8. PRESERVATIVE TREATMENT

A. Pressure treat boards and dimension lumber with waterborne preservative according to AWPA U1; Use Category UC3b for exterior construction not in contact with the ground and Use Category UC4a for items in contact with the ground.

B. Pressure treat timber with waterborne preservative according to AWPA U1; Use Category UC4a.

1. Treatment with CCA shall include post-treatment fixation process.

A. Preservative Chemicals: Acceptable to authorities having jurisdiction.

2. Field treat ends of all field cuts in accordance with AWPA M4.

C. Use process that includes water-repellent treatment.

9. FASTENERS

A. General: Provide fasteners of size and type indicated, acceptable to authorities having jurisdiction, and that comply with requirements specified in this article for material and manufacture. Provide nails or screws, in sufficient length, to penetrate not less than 1-1/2 inches into wood substrate. To be approved by Project Manager.

1. Use fasteners with hot-dip galvanized coating complying with ASTM A153 or ASTM F2329 for all thru bolts and gate/post reinforcement as stipulated in the drawings.

2. For pressure-preservative-treated wood, use stainless steel fasteners.

B. Nails: ASTM F1667. (Not Acceptable)

C. Power-Driven Fasteners: ICC-ES AC70.

D. Wood Screws and Lag Screws: ASME B18.2.1, ASME B18.6.1, or ICC-ES AC233.

E. Carbon-Steel Bolts: ASTM A307 with ASTM A563 hex nuts and, where indicated, flat washers all hot-dip galvanized coated.

F. Stainless Steel Bolts: ASTM F593, Alloy Group 1 or 2; with ASTM F594, Alloy Group 1 or 2 hex nuts and, where indicated, flat washers.

1. Stainless steel bolts and nuts complying with ASTM F593 and ASTM F594, Alloy Group 1 or 2.

6. METAL ACCESSORIES

A. Manufacturers: Subject to compliance with requirements, available manufacturers offering products that may be incorporated into the work include by an approved submittal.

3. EXECUTION

A. PREPARATION

1. Field treat ends of all field cuts in accordance with AWPA M4.

4. INSTALLATION

A. Set work to required levels and lines, with members plumb, true to line, cut, and fitted. Fit work to other construction; scribe and cope as needed for accurate fit.

B. Framing Standard: Comply with AF&PA WCD1 unless otherwise indicated.

C. Install metal framing anchors to comply with manufacturer's written instructions.

D. Do not splice structural members between supports unless otherwise indicated.

E. Provide blocking and framing as indicated and as required to support facing materials, fixtures, specialty items, and trim.

F. Sort and select lumber so that natural characteristics do not interfere with installation or with fastening other materials to lumber. Do not use materials with defects that interfere with function of members or pieces that are too small to use with minimum number of joints or optimum joint arrangement.

H. Securely attach exterior rough carpentry work to substrate by anchoring and fastening as indicated, complying with the following:

1. ICC-ES AC70 for power-driven fasteners.

2. "Fastening Schedule" in the UNIFORM CODE.

3. "Fastener Schedule for Structural Members" and "Alternate Attachments" in ICC's International Residential Code for One- and Two-Family Dwellings.

4. All fasteners to be installed in a uniform manner approved by the mock-up.

I. Use screws unless otherwise indicated. Select fasteners of size that do not fully penetrate members where opposite side is exposed to view. Make tight connections between members. Install fasteners without splitting wood.

END OF SECTION 061063

SECTION 32 31 00

FENCES

PART 1 GENERAL

1.01 SECTION INCLUDES

A. This section shall consist of furnishing and installing new fence and/or removing and salvaging existing fence and restoring the same in conformance with the lines and grades and requirements shown on the DRAWINGS. Wherever the materials to be removed are not in good condition, as judged by the Project Manager, or wherever CONTRACTOR has damaged the materials during the process of removal, equal or better quality fencing materials than the existing shall be furnished and installed by CONTRACTOR.

1.02 REFERENCES

A. The following is a list of standards which may be referenced in this section:

1. American Association of State Highway and Transportation Officials (AASHTO):

a. M111M/M111, Standard Specification for Zinc (Hot-Dip Galvanized) Coatings on Iron and Steel Products.

b. M133, Standard Specification for Preservatives and Pressure Treatment Processes for Timber.

c. M181, Standard Specification for Chain-Link Fence.

d. M232M/M232, Standard Specification for Zinc Coating (Hot-Dip) on Iron and Steel Hardware.

e. M281, Standard Specification for Steel Fence Posts and Assemblies, Hot-Wrought.

2. ASTM International (ASTM):

a. A116, Standard Specification for Metallic-Coated, Steel-Woven Wire Fence Fabric.

b. A121, Standard Specification for Metallic-Coated Carbon Steel Barbed Wire.

c. A392, Standard Specification for Zinc-Coated Steel Chain-Link Fence Fabric.

d. A491, Standard Specification for Aluminum-Coated Steel Chain-Link Fence Fabric.

e. B211, Standard Specification for Aluminum and Aluminum-Alloy Bar, Rod, and Wire.

f. F537, Standard Specification for Design, Fabrication, and Installation of Fences Constructed of Wood and Related Materials.

3. Federal Specification (FED): FCGS-02-1, Fencing, Wire and Post, Metal (Chain-link Fence Posts, Top Rails and Braces).

PART 2 PRODUCTS

2.01 MATERIALS

A. Timber: All timber materials for new fencing shall be No. 1 grade treated pine.

B. Barbed Wire: Steel barbed wire shall conform to the requirements of ASTM A121 Class I. Aluminum barbed wire shall be manufactured in accordance with ASTM B211 with alloy 5052-O for the line wire and alloy 5052-H38 for the barbs.

C. Woven Wire: Woven wire shall conform to the details and requirements shown on the DRAWINGS and to the following:

1. Zinc-coated steel woven wire shall conform to the requirements of ASTM A116, coating Class I. Do not

2. Aluminum-coated steel woven wire shall conform to the requirements of ASTM A116, coating Class I.

3. Fittings and attachments shall be zinc coated to conform to the requirements of AASHTO M232M/M232.

D. Chain Link Fabric: Chain link fabric and required fittings and hardware shall conform to the requirements of AASHTO M181 for the kind of metal, sizes of wire and mesh specified. Zinc coating for steel fabric shall conform to ASTM A392, Class I and aluminum coating for steel fabric to ASTM A491, Class I.

E. Snow Fence: Wire-bound picket fence shall conform to the requirements of ASTM F537. Posts shall conform to the requirements of AASHTO M281.

F. Construction Fence: Construction fence shall be bright orange woven plastic mesh, four feet (4') minimum in height.

G. Fence Posts:

1. Wood posts shall conform to the details and dimensions indicated on the DRAWINGS. Wood posts shall be straight, sound, and seasoned with ends sawed off square or as indicated. All knots shall be trimmed flush with the surface. Wood posts shall be peeled and treated with preservative in accordance with AASHTO M133. When native cedar posts are called for on the DRAWINGS, the requirements for peeling and for treating may be omitted.

2. All dimension timber and lumber required for fences or gates shall be sound, straight, and free from knots, splits, and shakes. It shall be of the species and grades indicated on the DRAWINGS.

3. Concrete posts shall be made of concrete of the class specified, and shall contain steel reinforcement as shown on the DRAWINGS.

4. Steel posts shall be galvanized in accordance with AASHTO M111M/M111. Fittings, hardware, and other appurtenances not specifically covered by the DRAWINGS and SPECIFICATIONS shall be standard commercial grade, and in accordance with current standard practice. Pipe material for fence posts shall conform to the requirements shown on the DRAWINGS and to the requirements of Class 1 Pipe, Grade A or Grade B, of FED FCGS-02-01.

5. Construction fence posts shall be studded steel tee posts.

H. Nails: All nails used for construction shall be galvanized.

PART 3 EXECUTION

3.01 REMOVAL OF EXISTING FENCE

A. All rails, braces, posts, and the like shall be removed and disposed of or salvaged by CONTRACTOR to allow construction of the PROJECT as described on the DRAWINGS.

3.02 CONSTRUCTION OR REPLACEMENT OF FENCE

A. General:

1. CONTRACTOR shall perform such clearing and grubbing as may be necessary to construct or replace the fence to the required grade and alignment as shown on the DRAWINGS.

2. At locations where breaks in a run of fencing are required, appropriate adjustments in fence alignment and/or post spacing shall be made to satisfy requirements or conditions encountered.

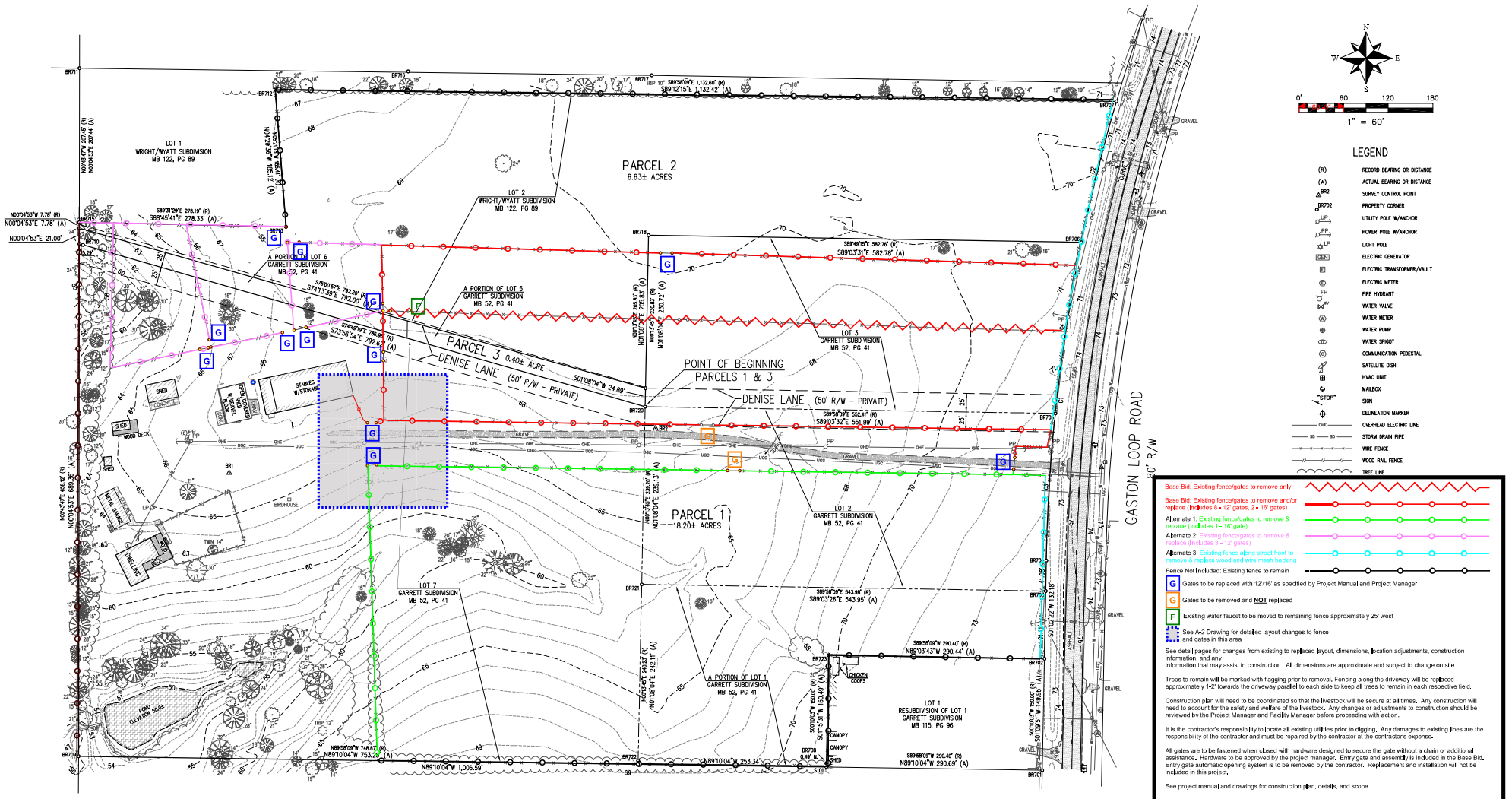
B. Posts and Rails: Posts shall be securely embedded into the ground to meet the proper alignment and elevations. Posts shall be embedded in concrete as shown on the DRAWINGS. Posts and rails shall be held in proper positions by secure bracing until such time as the concrete has set sufficiently to hold the posts. Materials shall not be installed on posts, or stress placed on bracing until the concrete has set sufficiently to withstand the stress. The complete fence shall be plumb and in straight alignment as shown on the DRAWINGS or as directed by ENGINEER.

C. Construction Fence: Construction fence posts shall be installed at ten (10) feet on center and the plastic mesh shall be attached to each post at top, bottom, and center using plastic ties. A twelve and one-half (12-1/2) gage wire strand shall be installed along the top and bottom of the fence for added stability. The plastic mesh shall be attached to the top and bottom strand wires in three (3) equally spaced locations between each post using plastic ties. Construction fence shall be installed

along the limits of disturbance. Construction fence shall remain in place and be repaired as necessary throughout construction.

END OF SECTION

DRAWINGS



LEGEND

(R)	RECORD BEARING OR DISTANCE
(A)	ACTUAL BEARING OR DISTANCE
BR2	SURVEY CONTROL POINT
BR702	PROPERTY CORNER
UP	UTILITY POLE W/ANCHOR
PP	POWER POLE W/ANCHOR
LP	LIGHT POLE
GEN	ELECTRIC GENERATOR
E	ELECTRIC TRANSFORMER/VAULT
(E)	ELECTRIC METER
FH	FIRE HYDRANT
WV	WATER VALVE
(W)	WATER METER
	WATER PUMP
	WATER SPIGOT
C	COMMUNICATION PEDESTAL
	SATELLITE DISH
	HVAC UNIT
	MAILBOX
"STOP"	SIGN
	DELINEATION MARKER
OHE	OVERHEAD ELECTRIC LINE
SD	STORM DRAIN PIPE
	WIRE FENCE
	WOOD RAIL FENCE
	TREE LINE

Base Bid: Existing fence/gates to remove only

Base Bid: Existing fence/gates to remove and/or replace (Includes 6 • 12' gates, 2 • 16' gates)

Alternate 1: Existing fence/gates to remove & replace (Includes 1 • 16' gate)

Alternate 2: Existing fence/gates to remove & replace (Includes 3 • 12' gates)

Alternate 3: Existing fence along street front to remove & replace wood and wire mesh backing

Fence Not Included: Existing fence to remain

G Gates to be replaced with 12'/16' as specified by Project Manual and Project Manager

G Gates to be removed and NOT replaced

F Existing water faucet to be moved to remaining fence approximately 25' west

See A-2 Drawing for detailed layout changes to fence and gates in this area

See detail pages for changes from existing to replaced layout, dimensions, location adjustments, construction information, and any information that may assist in construction. All dimensions are approximate and subject to change on site.

Trees to remain will be marked with flagging prior to removal. Fencing along the driveway will be replaced approximately 1-2' towards the driveway parallel to each side to keep all trees to remain in each respective field.

Construction plan will need to be coordinated so that the livestock will be secure at all times. Any construction will need to account for the safety and welfare of the livestock. Any changes or adjustments to construction should be reviewed by the Project Manager and Facility Manager before proceeding with action.

It is the contractor's responsibility to locate all existing utilities prior to digging. Any damages to existing lines are the responsibility of the contractor and must be repaired by the contractor at the contractor's expense.

All gates are to be fastened when closed with hardware designed to secure the gate without a chain or additional assistance. Hardware to be approved by the project manager. Entry gate and assembly is included in the Base Bid. Entry gate automatic opening system is to be removed by the contractor. Replacement and installation will not be included in this project.

See project manual and drawings for construction plan, details, and scope.

DRAINAGE DATA

SD#1 15"RCP INV(N)=70.29 INV(S)=70.02	SD#4 15"RCP INV(N)=70.76 INV(S)=70.87	SD#8 10"RCP INV(N)=73.17 INV(S)=73.18
SD#2 15"RCP INV(N)=70.10 INV(S)=69.95	SD#5 15"RCP INV(N)=70.80 INV(S)=70.90	SD#9 15"RCP INV(N)=72.83 INV(S)=73.06
SD#3 2ea. 36"x22"RCAP INV(W)=69.86 INV(W)=69.76 INV(E)=70.15 INV(E)=70.12	SD#6 15"RCP INV(N)=71.44 INV(S)=71.54 SD#7 10"RCP INV(N)=72.60 INV(S)=72.64	SD#10 15"RCP INV(N)=65.39 INV(S)=65.51 SD#11 15"HDPE INV(W)=51.04 INV(E)=51.64

CONTROL POINT/PROPERTY CORNER DATA

POINT	NORTHING	EASTING	ELEVATION	DESCRIPTION
BR1	205,439.69	1,690,007.89	66.69	RED CAPPED REBAR (WATTIER)
BR2	205,499.65	1,690,581.73	68.57	RED CAPPED REBAR (WATTIER)
BR701	205,039.68	1,691,102.18	74.27	CRIMP TOP PIPE
BR702	205,189.60	1,691,105.23	74.12	CAPPED REBAR (POLY)
BR703	205,280.69	1,691,106.83	73.88	1/2" REBAR
BR704	205,321.76	1,691,107.63	73.68	CRIMP TOP PIPE
BR705	205,519.65	1,691,119.81	72.35	1/2" REBAR
BR706	205,749.82	1,691,155.00	70.84	1/2" REBAR
BR707	205,939.47	1,691,202.13	70.98	CAPPED REBAR (POLY)
BR708	205,044.39	1,690,811.53	71.23	CAPPED REBAR (POLY)
BR709	205,058.52	1,689,805.04	49.83	CRIMP TOP PIPE
BR710	205,746.42	1,689,811.10	60.44	1/2" REBAR
BR711	205,984.10	1,689,806.35	60.47	4"x5" CONCRETE MONUMENT

CONTROL POINT/PROPERTY CORNER DATA

POINT	NORTHING	EASTING	ELEVATION	DESCRIPTION
BR712	205,955.20	1,690,069.82	----	CAPPED REBAR (POLY)
BR713	205,770.65	1,690,084.32	68.49	CAPPED REBAR (POLY)
BR714	205,768.96	1,689,805.80	61.31	CAPPED REBAR (ILLEGIBLE)
BR715	205,776.66	1,689,806.06	61.95	CAPPED REBAR (POLY)
BR716	205,979.77	1,690,248.73	67.61	1/2" REBAR
BR717	205,974.51	1,690,576.53	70.72	1/2" REBAR
BR718	205,759.39	1,690,572.30	69.89	1/2" REBAR
BR720	205,528.72	1,690,567.74	68.94	1/2" REBAR
BR721	205,289.64	1,690,563.01	62.75	1/2" REBAR
BR722	205,048.47	1,690,558.23	68.16	1/2" REBAR
BR723	205,194.35	1,690,814.83	69.03	CAPPED REBAR (POLY)
01	205,447.00	1,691,181.97	73.52	RED CAPPED REBAR (WATTIER)
S101	205,043.90	1,690,811.52	71.23	CAPPED REBAR (WATTIER)

CURVE DATA

CURVE	DELTA ANGLE	RADIUS	ARC LENGTH	CHORD BEARING	CHORD LENGTH
C1(R)	----	2,331.83'	431.44'	----	----
C1(A)	10°30'44"	2,350.67'	431.28'	S06°18'57"W	430.67'
C2(R)	----	2,348.82'	195.49'	----	----
C2(A)	04°45'52"	2,350.67'	195.47'	S13°57'15"W	195.42'
C3(R)	----	2,331.83'	198.28'	----	----
C3(A)	04°50'02"	2,350.67'	198.32'	S03°28'36"W	198.26'
C4(R)	----	2,331.83'	223.16'	----	----
C4(A)	05°40'42"	2,350.67'	232.96'	S08°43'58"W	232.87'

PROJECT NUMBER: PD-052-24
MPD MOUNTED UNIT GRAND BAY UPGRADES

BOUNDARY & TOPOGRAPHIC SURVEY

ALTA/NSPS Land Title Survey

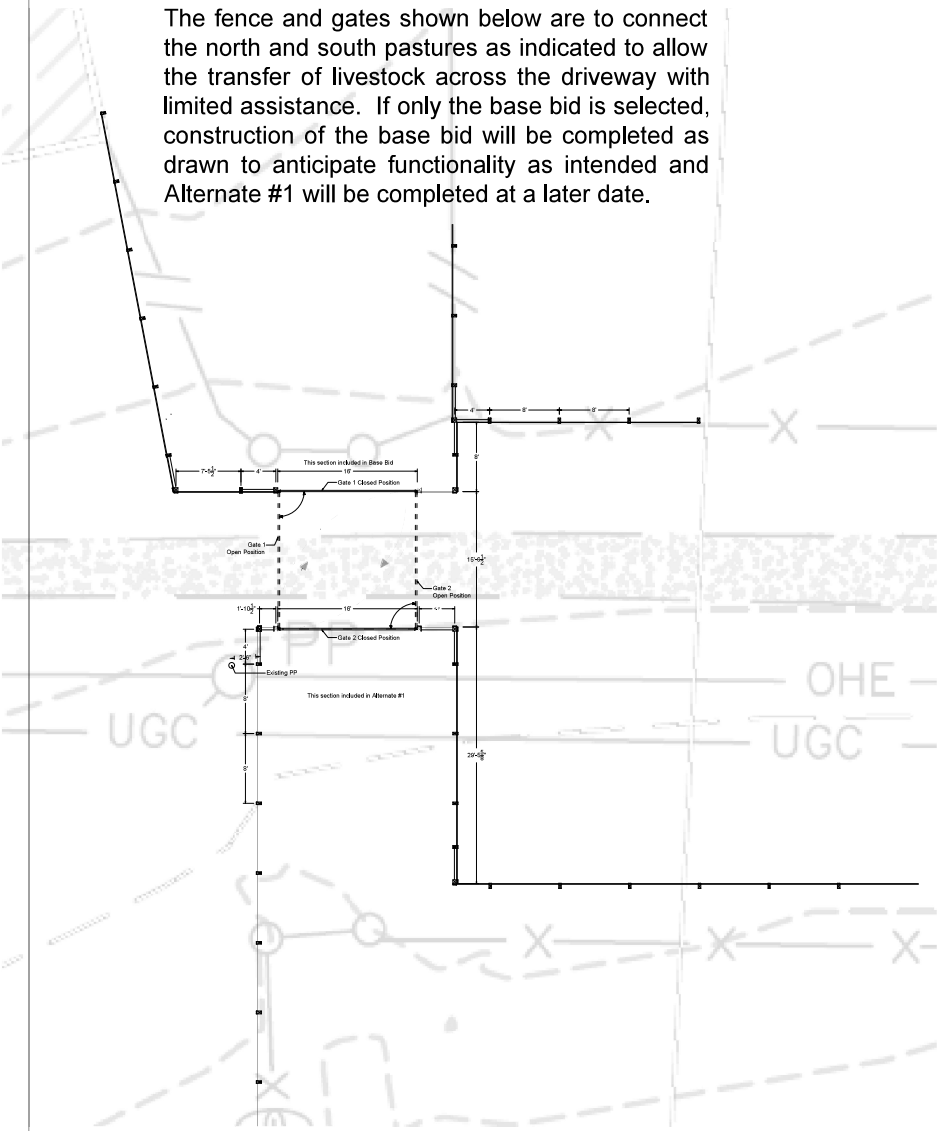
SHEET 2 OF 2

A-1

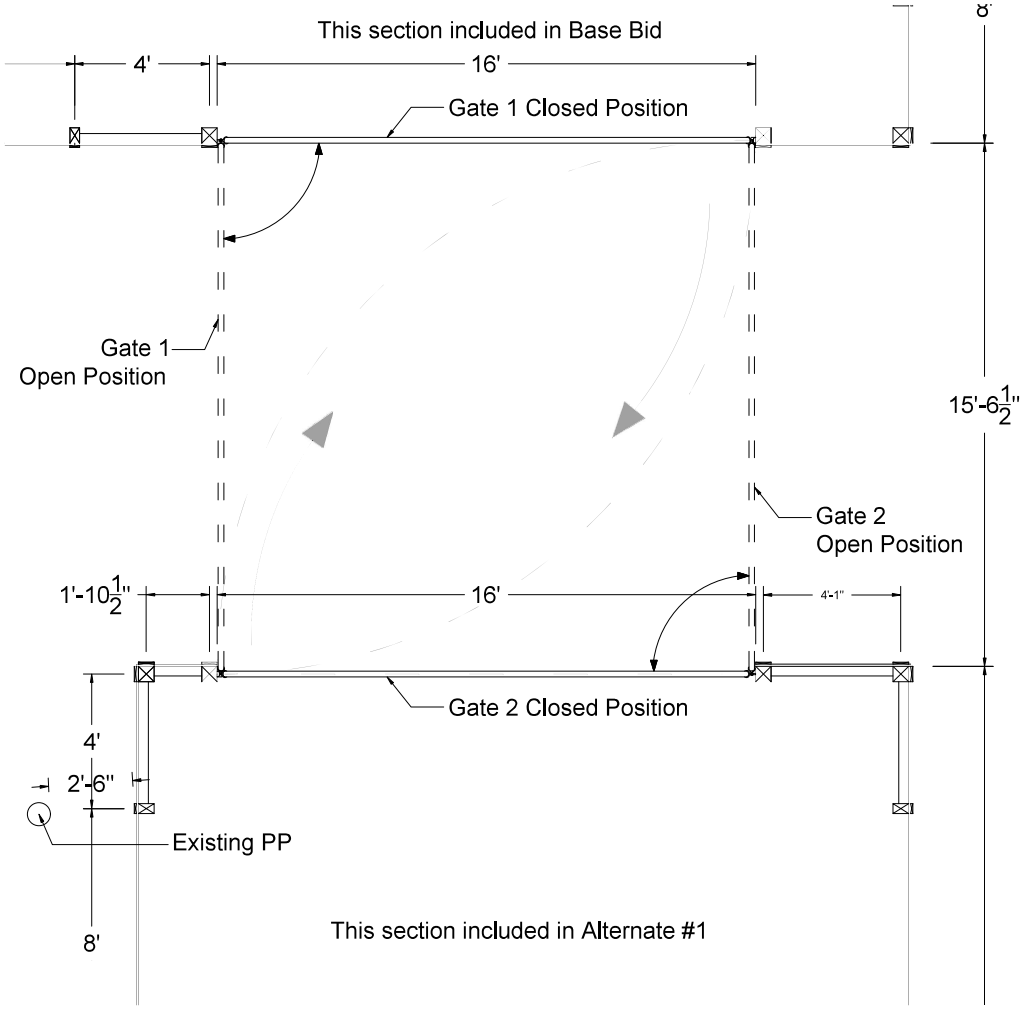
WATTIER SURVEYING, INC.
PROFESSIONAL LAND SURVEYORS
4318 Downtowner Loop N., Suite H
Mobile, Alabama 36609
251-342-2640
mark@wattiersurveying.com

JOB NO. 24-0703 COMP. FILE 3029 DWG. NO. 45-4W-33-SUBD

The fence and gates shown below are to connect the north and south pastures as indicated to allow the transfer of livestock across the driveway with limited assistance. If only the base bid is selected, construction of the base bid will be completed as drawn to anticipate functionality as intended and Alternate #1 will be completed at a later date.



1 / A-2 **Site Plan w/ Changes**
SCALE: 1/4" = NTS



2 / A-2 **Gate Connection Site Detail**
SCALE: 1/4" = NTS

MOBILE ALABAMA

PD-052A-24
MPD GB Mounted Unit Upgrades - Fencing
6160 Gaston Loop Road
Grand Bay, ALABAMA, 36541

DRAWING DATE: January 14, 2026	DRAWN BY: TJR	REVISED: ??????
SCALE: NTS	CHECKED BY:	

SHEET NAME: Site Plan Details
SHEET NO: A-2

See project manual for scope of work and actual dimensions/information. All drawings are approximate and must be verified on site.

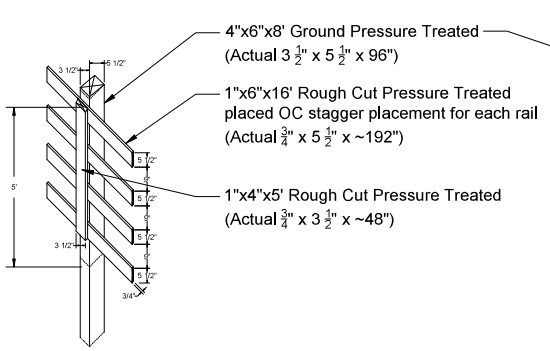
All work is to be completed in a professional manner with straight cuts, geometric screw locations, and straight wood along a straight finished fence line.

Distance to top rail from elevation is to be 5' with a variance of less than 1" to allow for change in grade.

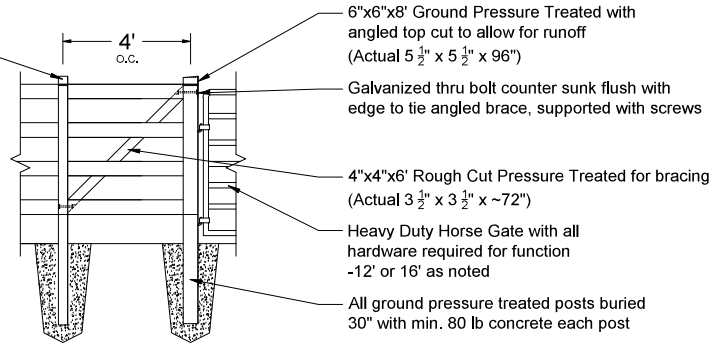
The top rail is to appear smooth along the length of fence line when viewing from end post to end post. Variance along the top rails of 1" over the distance of 16' (two posts) is not acceptable.

Each post is to receive a maximum 30* angled cut to allow water runoff with the peak on the exterior. All top cuts to match throughout project and receive waterproofing treatment as stipulated in the project manual.

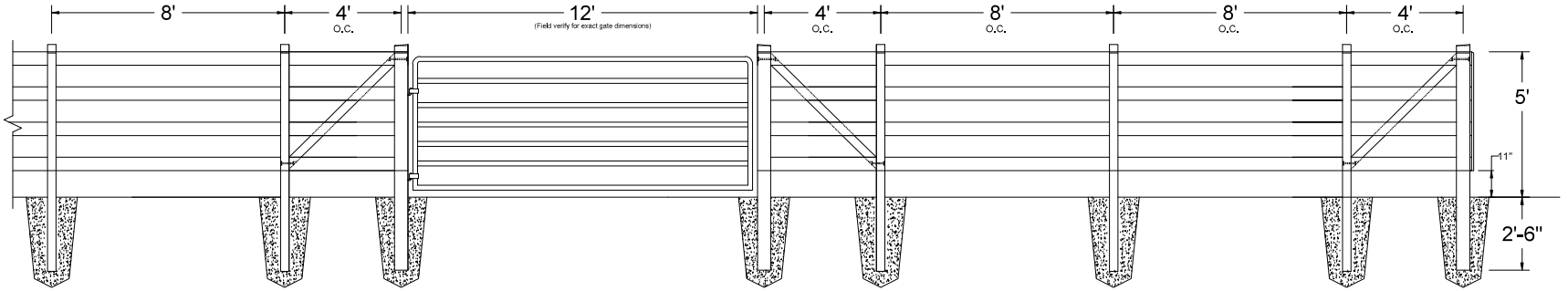
Boards used are to be straight with no bow at installation.



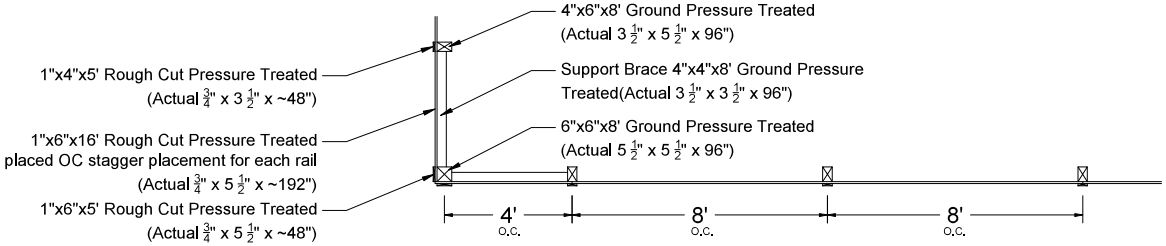
1 A-3 **Axonometric Detail**
SCALE: 1/4" = NTS



2 A-3 **Gate Post Elevation Detail**
SCALE: 1/4" = NTS



3 A-3 **Elevation Layouts**
SCALE: 1/4" = NTS



2 A-3 **Fence Plan Detail**
SCALE: 1/4" = NTS

MOBILE ALABAMA

PD-052A-24
MPD GB Mounted Unit Upgrades- Fencing

6160 Gaston Loop Road
Grand Bay, ALABAMA, 36541

DRAWING DATE: January 14, 2026	DRAWN BY: TJR	REVISED: ??????
SCALE: NTS	CHECKED BY:	

SHEET NAME: Fence Details

SHEET NO: A-3

CAPITAL CONTRACT SUMMARY SHEET

(2 COPIES REQUIRED)

CONTRACT #

PROJECT NAME: MPD MOUNTED UNIT GRAND BAY UPGRADES

CAPITAL PROJECT #: C0968 (20002000-48010)

CONTRACT AMOUNT: $149,687.00 **DATE OF RECEIPT:** _____

ARCHITECTURAL ENGINEERING PROJECT #: PD-052a-24

PROJECT DESCRIPTION: Upgrades to Fencing at MPD Mounted Unit Grand Bay

VENDOR NAME: Gibson Construction Services, LLC

VENDOR NUMBER: 300319

DEPT #: 3030 **DEPT NAME:** REAL ESTATE ASSET MANAGEMENT

CONTRACT ADMINISTRATOR: Carleen Stout (Director of REAM)

Please Select by circling one (Type):

Architectural	Engineering	Testing	Professional Services
Construction (Unit Price)*	Construction**	ROW (Acquisitions)	
Performance-Contributed	Contractual	Non-Contractual	

RETAINAGE INFORMATION:

SHOULD RETAINAGE BE WITHHELD? **Y _X__** **N ___** ; 5% of the 1st 50% **_X__** or

If different, indicate special rate_____

Unit Price Contracts are estimates per F. Kessler - do not require Change Orders

*****General Construction requires Change Order for 10% overages***.

Prepared by: *Dru Bishop* **Date:** 04/29/2026

CAPITAL CONTRACT SUMMARY SHEET

AGENDA ITEM SUMMARY SHEET

Agenda of: May 12, 2026

Submitted by:
John Paine, Purchasing Agent

Sponsored by:
Spiro Cheriogotis, Mayor

Purpose and Scope of Project:
One-year contract, renewable for 2 addl one-year periods, with Hughes 360 Services for facility ground maintenance services at 104 South Lawrence St.

Amount of Contract:
As needed at unit prices, approx $7600/year

Funding Source
General fund

ATTACHMENTS:
1. 2026-1 Hughes Landscape Agenda Package

REVIEWERS:
Donald Rose
Donna Bryars
Cherlina Monteiro
James Barber

AGENDA ITEM SUMMARY SHEET

Print Page | Reset

Agenda of: May 5 2026 (Date) Item No. _____

Submitted by: Parks & Recreation (Department) Dan Otto (Department Head)

Sponsored by: Spiro N. Cheriogotis (Name) Mayor (Title)

Reviewed by: Shonnda Smith (Executive Director)

Routing Authorized: _____ (Mayor's Office) _____ (Date)

A brief synopsis and explanation of the following:

PROJECT NAME: Contract with Hughes 360 Services, LLC, for facility ground maintenance services

PURPOSE & SCOPE OF PROJECT:
One-year contract, renewable for 2 addl one-year periods, with Hughes 360 Services for facility ground maintenance services at 104 South Lawrence St.
General fund.

RESOLUTION ☒ ORDINANCE ☐ OTHER ☐

AMOUNT OF CONTRACT: As need at unit prices approx $7600/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: Sealed bid 6027

How many bidders received bid packages (if applicable): 88 + web

How many bidders submitted bids (if applicable): 8

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 Hughes 360 Services, LLC, for facility ground maintenance services at City facilities at 104 South Lawrence Street, as needed at unit prices indicated, in an approximate total amount of $7,600.00 per year, as appropriated funds are available, for one year, renewable for two additional one-year periods without further approval by Council, 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

STANDARD SERVICES AGREEMENT
BETWEEN CITY OF MOBILE AND CONTRACTOR
FOR AN AS NEED UNIT PRICED CONTRACT
(HEREINAFTER "AGREEMENT")

BETWEEN the Owner:	**CITY OF MOBILE** **205 Government Street** **P O Box 1827** **Mobile, Alabama 36633**
And the Contractor:	**HUGHES 360 SERVICES LLC** **203 N. Florida St.** **Mobile, AL 36607** **City Business License No: 113173**
For the following Project:	**FACILITY GROUNDS MAINTENANCE SERVICES** **TROLLEY HOUSE/LEGISLATIVE DELEGATION** **104 S. LAWRENCE ST.** **MOBILE, ALABAMA 36602** **BID #6027**

STANDARD SERVICES AGREEMENT
BETWEEN CITY OF MOBILE AND CONTRACTOR

THIS AGREEMENT is made and entered into as of the date of execution by both parties, by and between City of Mobile, a political subdivision of the State of Alabama, hereinafter referred to as the "City" and **Hughes 360 Services, LLC**, hereinafter referred to as "Contractor."

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

WHEREAS, the City issued Request for Bids #6027 on February 12, 2026; and,

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

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

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

1.0 CONTRACTOR'S SERVICE

1.1 The Contractor agrees to diligently provide all materials, services and labor for the performance of Facility Grounds Maintenance Services (the "Project"), in accordance with the scope of services made part of this Contract as **Exhibit A**, attached hereto and incorporated herein. All work and labor shall be done in accordance with the plans and specifications on file with the City and are incorporated herein by reference.

2.0 TERM

2.1 This Contract shall commence immediately upon execution by both the City and the Contractor and shall continue for one year, renewable at the consent of both parties for two additional one-year periods upon mutual agreement of both parties.

3.0 COMPENSATION AND PAYMENT OF CONTRACTORS SERVICE

3.1 The City shall pay the Contractor for the services rendered hereunder and completed in accordance with the terms and conditions of this Contract an amount not to exceed $7,600.00/year for the entire Project in accordance with Exhibit C Fee Schedule attached hereto and incorporated herein OR, upon the completion and acceptance thereof by the City or its duly authorized agent. The contract price includes a contingency amount for unanticipated work within the scope of the agreement and may only be authorized at the discretion of the City's Parks and Recreation Department.

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

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

4.0 METHOD OF PAYMENT

4.1 The City shall pay the Contractor through itemized invoices issued by City upon receipt of the Contractor's invoice and written approval of same by the City's Parks and Recreation Department indicating that services have been rendered in conformity with this Contract.

4.2 The Contractor shall submit itemized invoices for payment to the City for those specific services provided pursuant to Exhibit C, Fee Schedule, attached hereto and incorporated herein.

4.3 The Contractor's invoices shall be in a form satisfactory to the [Department Head] who shall initiate disbursements. The Contractor is responsible for providing all necessary documentation that may be required by the City.

5.0 ADDITIONAL SERVICES

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

5.2 If the City's Parks and Recreation Department requires the Contractor to perform additional services related to this Contract then the Contractor shall be entitled to additional compensation based on the Fee Schedule as amended to the extent necessary to accommodate such additional work. The additional compensation shall be agreed upon before commencement of any additional services or changes and shall be incorporated into this Contract by written amendment. The City shall not pay for any additional service or work performed before a written amendment to this Contract is executed by the City and the Contractor. Notwithstanding the preceding, in the event

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

6.0 LIABILITY OF CONTRACTOR

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

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

7.0 CONTRACTORS INSURANCE

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

8.0 RESPONSIBILITIES OF THE CONTRACTOR

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

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

8.3 The Contractor warrants that it has not employed or retained any company or person (other than a bona fide employee working solely for the Contractor), to solicit or secure this Contract and that

he has not paid or agreed to pay any person, company, corporation, individual, or firm other than a bona fide employee working solely for the Contractor; any fee, commission, percentage, gift, or any other consideration, contingent upon or resulting from the award of this Contract.

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

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

8.6 The Contractor shall maintain books, records, documents, and other evidence directly pertaining to or connected with the services under this Contract which shall be available and accessible at the Contractor's offices for the purpose of inspection, audit, and copying during normal business hours by the City, or any of its authorized representatives for a period of two (2) years after end of contract.

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

9.0 TIME FOR PERFORMANCE

9.1 Time is of the essence in the performance of this Contract. The Contractor specifically agrees that contract time will begin on the date the Notice to Proceed is issued. Contractor also agrees no work will begin prior to such date. All work to be performed under the provisions of this Contract shall be completed to Substantial Completion in not more than 365 calendar days and all work shall be completed to Final Acceptance within thirty (30) calendar days from Substantial Completion, or thirty (30) calendar days from delivery to Contractor of a list of items to be completed punch list. Upon Final Completion, Contractor shall deliver Notice of Final Completion via Hard Copy Format and an Electronic Copy Format within (30) calendar days from the competition of services.

10.0 LIQUIDATED DAMAGES

The parties to this Contract agree that time is of the essence in the work provided for herein and that a precise determination of actual damages which would be incurred by the City for delay in the completion of the work provided for herein, aside from the additional cost of inspection and supervision, would be difficult to ascertain. Accordingly, the parties to the Contract agree that the liquidated damages for those items of damage not otherwise provided for by this Contract, for each and every day that the time consumed in completing the work provided for in these construction documents exceeds the time(s) allowed therefore, shall be the amount(s) stated below per day, including Saturdays, Sundays, and legal holidays. The parties specifically agree that the liquidated damages provided for herein do not constitute a penalty. Furthermore, since the additional cost of inspection and supervision arising from a delay is not difficult to ascertain, it is agreed that the Contractor shall pay, in addition to the liquidated damages provided for herein, all expenses for inspection and supervision occasioned by the failure of the Contractor to complete the work within the time(s) fixed for completion herein. The amount(s) of liquidated damages together with the additional costs for inspection and supervision occasioned by the Contractor's delay will be deducted and retained out of the monies payable to the Contractor. If not so deducted, the Contractor and sureties for the Contractor shall be liable therefore. The amount of liquidated damages to be assessed for each calendar day that Substantial Completion is delayed beyond the required date of Substantial Completion shall be $0.00 per day. The amount of liquidated damages to be assessed for each calendar day that Final Acceptance is delayed beyond the required date of Final Acceptance shall be (25% OF LIQUIDATED DAMAGES) per day.

11.0 FORCE MAJEURE

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

12.0 OBLIGATIONS OF THE CITY

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

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

12.3 The City's Designated representative will do all things necessary to properly administer the terms and conditions of this Agreement, including, but not limited to: 1. Review of all Contractor

payment requests for approval or rejection. 2. Periodic reviews of the work of the Contractor as necessary for the completion of the Contractor's services during the period of this Agreement.

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

13.0 TERMINATION

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

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

13.3 In the event the City's termination of this Contract for default is in any way deficient, at the option of the City such termination shall be deemed to be a termination for convenience pursuant to Section 13.1 above.

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

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

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

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

Contractor; 5. The Contractor's failure or refusal to perform any other obligation under this Contract.

14.0 DISPUTE RESOLUTION

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

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

14.3 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.

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

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

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

15.0 CONTRACTOR WARRANTY

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

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

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

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

16.0 SUSPENSION/STOP WORK ORDER

16.1 The City's Department Head, may at any time, by written order to the Contractor, require the Contractor to stop all or any part of the work called for by this Contract. Any order shall be identified specifically as a stop work order issued pursuant to this clause. This order shall be effective as of the date the order is delivered to the Contractor. Upon receipt of such an order, the Contractor shall immediately comply with its terms and take all reasonable steps to minimize the incurrence of costs allocable to the work covered by the order during the period of work stoppage. The Contractor shall not resume work unless specifically so directed in writing by the City. The Department Head shall take one of the following actions:
1. Cancel the stop work order; or 2. Terminate the work covered by the order; or 3. Terminate the Contract in accordance with provisions contained in Section 13.1.

16.2 In the event the City of Mobile determines not to direct the Contractor to resume work, the stop work order may be converted into a notice of termination for convenience pursuant to Section 13.1. The notice period for such termination shall be deemed to commence on the date of issuance of the stop work order. In the event the City does not direct the Contractor to resume work within ninety (90) days, the Contractor may terminate this Contract.

17.0 NOTICES

17.1 The City of Mobile Authorized Agent, authorized to act on the City's behalf with respect to the Project ("Project Manager") is Deputy Director, Public Services, or his designated representative.

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

CITY:
City of Mobile
c/o Purchasing Agent
P.O Box 1948
Mobile AL 36602

CONTRACTOR:
Hughes 360 Services, LLC

203 N. Florida St.
Mobile, AL 36607

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

18.0 DEFAULT/ BREACH

18.1 Default. Default, for purposes of this contract, shall include, but is not limited to, any of the following: 1) failure to perform the work or provide the services in accordance with the terms of the contract, 2) failure to meet established deadlines or schedules, 3) substandard or non-compliant work or services, 4) failure to comply with applicable laws, regulations, or permits, including state and federal law, local ordinances and any federal grant requirements, 5) failure to make payments to subcontractors or suppliers, 6) failure to communicate adequately with the City regarding progress or issues, 7) unauthorized assignment or transfer of the contract without prior written consent from the City, 8) failure to correct deficiencies after receiving written notice from the City, 9) misrepresentation or falsification of information provided in contract proposals or during performance,10) failure to maintain required insurance coverage, 11) use of unapproved subcontractors or failure to supervise subcontractors adequately, 12) unauthorized use of City property, equipment, or resources, 13) failure to comply with safety standards, resulting in hazardous conditions or accidents, 14) violation of confidentiality or data protection requirements outlined in the contract, 15) breach of warranties related to the quality, fitness, or compliance of goods or services provided, 16) failure to provide required reports, documentation, or certifications within specified timelines, 17) delays caused by inadequate staffing, equipment, or materials, 18) failure to replace defective or non-compliant materials or equipment within a reasonable time-frame, 19) violation of environmental regulations, including improper disposal of hazardous materials, 20) failure to cooperate with City inspectors, auditors, or other designated officials during site visits or reviews, 21) failing to comply with written directives from the City to correct specific issues or deficiencies, 22) subcontractor abandonment or unauthorized substitution of key personnel, 23) unauthorized cessation of work or delays caused by disputes with subcontractors, 24) breach of intellectual property rights, including unauthorized use of copyrighted or proprietary materials, 25) misuse of funds allocated for specific tasks or deliverables, 26) failure to meet minority, small business, or other subcontracting goals as specified in the contract, 27) failure to maintain adequate security measures for sensitive information or physical assets, 28) failure to address health and safety violations that result in injury or property damage, 29) providing false claims for payments, reimbursements, or change orders, 30) failing to meet requirements for workforce certifications or qualifications outlined in the contract, 31) failure to disclose debarment or loss of required license.

19.0 EFFECT OF DEFAULT

19.1 Upon the occurrence of default, City shall have rights which include but are not limited to (i) the right to keep this Contract in effect and sue Contractor for all damages caused by the default and recover the cost thereof; (ii) the right to cure any such default by Contractor and to recover any damages caused thereby; and (iii) the right to terminate this Contract either as to the entire Project

or part thereof, in either case by giving Contractor written notice of such termination. In the event of termination of this Agreement by the City because of the Contractor's default or breach, the City may take possession of all materials, equipment, tools, construction equipment, and machinery thereon owned by the Contractor and may finish the Project by whatever method and means City may select subject to its obligation to reasonably mitigate.

20.0 WITHHOLDING PAYMENT DUE

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

21.0 CURE PLAN

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

22.0 EFFECT OF DEFAULT ON FUTURE COMPETITIVE BIDDING

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

23.0 PEER REVIEW/VALUE ENGINEERING

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

24.0 ANTI-BOYCOTT

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

25.0 NON-DISCRIMINATION

25.1 Contractor shall comply with all Federal, State and local laws concerning nondiscrimination, including but not limited to City of Mobile Ordinance No. 14-034 which requires, inter alia, that

all contractors performing work for the City of Mobile not discriminate on the basis of race, creed, color, national origin or disability, require that all subcontractors they engage do the same, and make every reasonable effort to assure that fifteen percent of the work performed under contract be awarded to socially and economically disadvantaged individuals and business entities.

26.0 COMPLIANCE WITH IMMIGRATION LAW

26.1 By signing this contract, the contracting parties affirm, for the duration of the Agreement, that they will not violate federal immigration law or knowingly employ, hire for employment, or continue to employ an unauthorized alien within the state of Alabama. Pursuant to Alabama Code (1975) Section 31-13-9, if Contractor employs one or more employees within the State of Alabama, Contractor shall provide documentation establishing that Contractor is enrolled in the *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.

27.0 MISCELLANEOUS

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

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

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

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

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

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

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

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

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

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

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

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

27.13 Preparation of Agreement. All provisions of this Agreement have been subject to full and careful review by and negotiation between Contractor and City. Each such party has availed itself of such legal advice and counsel as it, respectively, has deemed appropriate. The parties hereto agree that neither one of them shall be deemed to be the drafter or author of this Agreement, and in the event this Agreement is subject to interpretation or construction by a court of law or panel of arbitration, such court or panel shall not construe this Agreement or any portion hereof against either party as the drafter of this Agreement.

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

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

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

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

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

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

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

[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 last written below.

CONTRACTOR:
Hughes 360 Services, LLC

By: E. F. Hughes Sr
[name] Ernest Hughes Sr
[title] owner

STATE OF ALABAMA)
CITY OF MOBILE)

I, the undersigned Notary Public, in and for said City in said State, hereby certify that Ernest Hughes, whose name as Owner of Hughes 360, LLC, is signed to the foregoing contract, and who is known to me, acknowledged before me on this day that, being informed of the contents of the above and foregoing contract, as such officer, and with full authority, execute the same voluntarily for and as the act of said not-for-profit corporation on the day the same bears date.

Given under my hand this the 20th day of April, 2026

(SEAL)

Michelle L. Milton
Notary Public
My Commission Expires: 8/31/2027

MICHELLE L. MILTON
My Commission Expires
August 31, 2027

CITY OF MOBILE, A Municipal Corporation

By:_____ Date
Spiro N. Cheriogotis, Mayor

ATTEST:

City Clerk

REV.04/01/2025

EXHIBIT A: SCOPE OF SERVICES

EXHIBIT B: PROJECT SCHEDULE

EXHIBIT C: FEE SCHEDULE

EXHIBIT D: CITY INSURANCE REQUIRED

EXHIBIT E: E-VERIFY IF APPLICABLE

EXHIBIT A

EXHIBIT A: SCOPE OF SERVICES

EXHIBIT B: PROJECT SCHEDULE

EXHIBIT C: FEE SCHEDULE

EXHIBIT D: CITY INSURANCE REQUIRED

EXHIBIT E: E-VERIFY IF APPLICABLE

EXHIBIT A

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:
2/12/2026	6027	PARKS	TO BE SPECIFIED

This bid must be received and stamped by the Purchasing office not later than: 12:01 PM Friday, February 27, 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
	FACILITY GROUNDS MAINTENANCE SERVICES					

The City of Mobile is seeking bids on grounds maintenance of City of Mobile facilities as per the following and attached specifications.

Vendors shall provide the full cost of the complete cycle of a single mowing to include trimming, edging, removal of trash/litter, shrub/bed maintenance, mulching, and blowing of specific facilities named below.

The City defines a mowing cycle (cycle) as having a facility mowed, trimmed, edged, trash/litter removed, shrub/bed maintenance, mulching, and blown once as a complete cycle, unless the City notifies the contractor otherwise. The City has the right to tell vendors when to change the maintenance cycles based upon weather conditions.

The City's desire is to have all areas maintained approximately twenty-five (25) times between April 27 and October 12, and thirteen (13) times between October 26 and April 20. The cycles will have all areas maintained on a 7-day cycle beginning the week of April 27 until October 12, changing to a 14-day cycle beginning on October 26 until April 27. See included schedule.

Cycles may be adjusted by the City as necessary, depending on weather and other factors. There is no guarantee on the number of cycles to be completed.

TOTAL

RETURN ONE SIGNED COPY OF THIS BID IN ENCLOSED ENVELOPE

Phone Number 251-510-3772

Email Address hughes360services@gmail.com

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

Firm Name Hughes 360 Services, LLC.

Signature Ernest Hughes Jr

Type or Print Name Ernest Hughes Jr

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
	Page 2 of 6 In the event that weather, rain, etc., disrupts the schedule, weather records should be noted on the contractor's submitted schedule of completed mowing cycles to explain any variances in mowing cycle times; payment shall not be made for a missed operation. Unless explained by the aforementioned weather records, if the cycle time exceeds the specified number of days, the contractor may be penalized 2% of the total cost of that cycle per day that the cycle time is exceeded. If a contractor is unable to fulfill obligations of the contract on any of their awarded facilities, all of the facilities awarded to them will be terminated, unless a mutually agreed upon reduction in the number of facilities awarded to them is negotiated. The City is the sole determiner of whether the vendor is operating at the capacity required. Pricing is non-negotiable. This bid will be awarded on a facility by facility basis or group basis as defined on sheet called, "Facility Grounds Maintenance Services." At the option of the City of Mobile and the successful Vendor(s), the award of this bid may be extended for two (2) additional maintenance years. If extended, the terms, conditions and pricing shall not change. The City reserves the right to extend some, all, or none of the mowing awards for a second or third year. The City is interested in starting the grounds maintenance as soon as possible, therefore Vendors must be properly qualified to do business with the City of Mobile. Vendors shall provide with this bid the following: -Their registration number with the Alabama Secretary of State's Office or evidence from the Secretary of State that they do not need to register. -Their City of Mobile Business License Number. -Their registration with the E-Verify Program, Federal and State. -Documentation from their insurance carrier that a Certificate of Insurance can be provided within 2 days of notification.					
			TOTAL			

RETURN ONE SIGNED COPY OF THIS QUOTATION IN ENCLOSED ENVELOPE

READ ABOVE INSTRUCTIONS BEFORE QUOTING

Firm Name Hughes 360 Services, LLC.

By Ernest Hughes Jr

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 6 The following is required and must be filled in: Registration Number with Secretary of State Office 000-395- 591 City of Mobile Business License Number 113173 E-Verify Enrollment Number 842010829 Insurance Carrier can provide Certificate of Insurance for City Requirements within two (2) days of notification: YES_X_ NO_____ Contractors who bid on more than three facilities must show in writing how they will accomplish their proposed bid. This will include a description of equipment and personnel on hand as well as what resources will be added prior to the work beginning. City of Mobile reserves the right to inspect a Vendor's equipment prior to award for compliance with equipment specifications and conformance to safety equipment. Vendors will be required to sign a service contract once a vendor has been determined to be low and meet specifications provided they have the above required items. A blank copy of a typical City of Mobile sample Service Contract is included in this bid package. Vendors will be required to perform as per the attached specifications for cutting, edging, trash/litter removal, shrub/bed maintenance, mulching, and blowing on each cycle. If a contractor fails to meet performance requirements after award of bid, the City could/may have the vendor's entire award and contract cancelled. The City has the right to tell the contractor when to begin a maintenance cycle. The City has the right to tell a vendor when not to execute maintenance cycle due to dry weather/drought, slowing of the growing season or funding. City of Mobile provides with this bid maps and photos of the mowing areas of each of the facilities involved.					
			TOTAL			

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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

City will make payment after a cycle has been completed and job location inspected. City will not begin payment process until complete mowing cycle is completed and inspected.

When a Vendor submits their invoice for a completed mowing cycle(s), Vendor shall also include the following:

The Daily Pesticide/Herbicide Application sheet for each of the facilities in the invoice being submitted. (see attached)

A bid bond is not required.

All bids must be submitted in a sealed envelope to the Purchasing Department, Room 408, South Tower, 205 Government Street. All bids must be received and date stamped prior to 12:01 pm Friday, February 27, 2026.

Any bids delivered after 12:01 pm Friday, February 27, 2026 will be returned unopened.

It is the responsibility of the Vendor to have their bid package delivered to the Purchasing Department office and date stamped prior to the 12:01 pm Friday, February 27, 2026.

Be aware that there is limited parking around 205 Government Street and that you may have to park some distance away.

Pricing for this bid to be good for the current mowing season to October 31st.

For questions about this bid submit your questions by E-mail to purchasing@cityofmobile.gov.

Under Alabama law current City of Mobile employees and former employees having left the City of Mobile service for less than two (2) years, can not bid, hold City contract, or provide goods and services to the City of Mobile.

				TOTAL			

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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 5 of 6 Bidders should pay attention and look for Addendum(s) or updates at the City of Mobile bid site: cityofmobilegov/bid. Look under Bid #6027. It is the bidder's responsibility to check for updates and addendums to this bid. The City of Mobile is not responsible if a bidder does not look for or include an Addendum or changes in the bid specifications This is a sealed bid; your response must be in a sealed envelope that has the Bid #6027 on the outside and/or with the date and time of the bid opening (12:01 pm Friday, February 27, 2026). Bids delivered in unmarked or mismarked envelopes or packages and are opened in error prior to the bid date will be unacceptable and void to the City of Mobile. The City reserves the right to award some, all, or none of the bids received on this bid. This bid is being awarded for one (1) maintenance year (April 27 to April 20). At the option of the City of Mobile and the successful Vendor(s), the City may extend the award of this bid for two (2) additional mowing seasons. If extended, the terms, conditions, streets and pricing shall not change, and shall be as the Contract ended the previous season. The City reserves the right to extend some, all, or none of the mowing awards for a second or third mowing season. TO BE AWARDED ON A FACILITY BY FACILITY BASIS. 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.					
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	Page 6 of 6 Vendors are solely responsible for consulting with the Secretary of State to determine whether a Certificate is required. See: www.sos.alabama.gov/BusinessServices/ForeignCorps.aspx. Please note that the time between application for the issuance of a Certificate of Authority may be several weeks. Upon notification, vendor will have 10 business days to provide the Certificate of Authority and the E-Verify numbers to the Purchasing Department before award can be completed. (Vendors will possibly need to pay the expedite fee to meet this requirement because application is not sufficient. We must have a copy of the certificate with your Company ID number.) Vendors do not need a City of Mobile Business License or Certificate of Authority from the Alabama Secretary of State, nor the E-Verify for certification to submit a bid, but will need to obtain the Business License and Certificate of Authority verification and/or provide the E-Verify Certification, if applicable, prior to issuance of a Purchase Order. State of Alabama Local Vendor Preference Law 41-16-50 (a) and (d) will apply to this purchase. CONE OF SILENCE. From the time of advertising, and until the final award by completion of a signed contract or purchase document issued by the City, there is a prohibition on communication by respondents (or anyone on their behalf) with the City staff and elected officials regarding this request for bids, proposals, or qualifications.					
			TOTAL			

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Firm Name Hughes 360 Services, LLC.

By Ernest Hughes Jr

CITY OF MOBILE

Please see link for maps of each facility. The below link is attached to bid package on this site.

(https://cityofmobile.maps.arcgis.com/sharing/rest/content/items/abfd5411fe5142 1b8103a74c544fe8d2/data)

FACILITY GROUNDS MAINTENANCE SERVICES

Gulfquest/Cruise Terminal	$ 950.00
DAR Museum	$ 375.00
Oakleigh House Museum	$ 450.00
Legislative Delegation	$ 200.00

Annual Cycles - 2026 shown

week beginning:	Number
April 27	1
May 4	2
Nat 11	3
May 18	4
May 25	5
June 1	6
June 8	7
June 15	8
June 22	9
June 29	10
July 6	11
July 13	12
July 20	13
July 27	14
August 3	15
August 10	16
August 17	17
August 24	18
August 31	19
September 7	20
September 14	21
September 21	22
September 28	23
October 5	24
October 12	25
October 19	

October 26	1
November 2	
November 9	2
November 16	
November 23	3
November 30	
December 7	4
December 14	
December 21	5
December 28	
January 5	6
January 12	
January 19	7
January 26	
February 2	8
February 9	
Feburary 16	9
February 23	
March 2	10
March 9	
March 16	11
March 23	
March 30	12
April 6	
April 13	13
April 20	

Mowing

- Uniformly mow (without scalping or streaking) at the proper height for the type of grass:
    - Legislative Delegation - 2.5" (no less than 2.25", no more than 2.75") as measured from the soil line
    - Cruise Terminal - 2.5" (no less than 2.25", no more than 2.75") as measured from the soil line
    - Richard DAR House Museum – 2.5" (no less than 2.25", no more than 2.75") as measured from the soil line
    - Oakleigh House Museum – 3" (no less than 2.75", no more than 3.5") as measured from the soil line
- Mowing equipment shall consist of finishing mowers; bush hog types of mowers are unacceptable
- Blades must be sharp and provide a clean cut
- All guards must be in place
- Clippings need not be removed, but shall be mulched and/or spread uniformly to avoid clumping; large clumps shall be removed; see section about leaf removal
- Litter, including signs, to be removed prior to mowing
- Mowers shall avoid striking trees; damaged trees shall be replaced
- Contractor shall complete each area (including string trimming, edging, blowing) before moving to the next
- To avoid rutting, contractor shall avoid driving heavy mowing equipment on ground that is saturated after heavy rain; ruts shall be repaired

String Trimming

- Vegetation shall be controlled on and around trees, signs, posts, fences, utility poles, light poles, bleachers, foundations, and all stationary objects using a string trimmer
- Vegetation growing in expansion joints, cracks, etc. shall be removed
- String trimming shall be considered an integral part of mowing and shall be done at the same time as the mowing operations for each area
- Trimming shall be at the same cutting height listed for the surrounding grass
- Damage to trees is a particular concern with string trimmers; contractor shall ensure that string trimmers do not come into contact with trees; damaged trees shall be replaced
- String trimmers shall not be used to mow large areas, they shall only be used for trim work and where a mower cannot reach

Edging

Blowing

- All hard surfaces (asphalt, concrete, gutters) must be blown and be debris free after edging, string trimming, and/or mowing; this includes old debris
- Debris includes: sand, grass, dirt, clippings, litter, silt, asphalt, gravel, etc.
- Clippings and/or leaves may be blown into the surrounding vegetation as long as they are dispersed evenly
- All guards must be in place and safety glasses worn

Litter

- Any manmade object as large as a cigarette butt shall be considered litter

Landscaped areas

- Contractor shall be responsible for maintaining shrub beds in accordance with best practices, including pruning, mulching, pest and weed control
- Landscaped beds shall be edged on the same schedule as concrete walks, curbs, foundations, etc.; only vertical/stick edgers shall be used, string trimmers are unacceptable
- Pruning
    - The goal is to prune shrubs and vegetation to maintain a natural appearance
    - Some shrubs/small trees, such as, but not limited to, Vitex or Crape Myrtle may require frequent removal of suckers to maintain a clean appearance and allow vehicular or pedestrian visibility; in such cases the Traffic Engineering Department will make this determination
    - Selective pruning may be required when vegetation interferes with vehicular or pedestrian traffic
    - Major tree pruning shall remain the responsibility of the City
    - Contractor is responsible for minor tree pruning in accordance with International Society of Arboriculture best practices, limiting pruning to limbs no larger than 3 inches in diameter; the objective shall be to maintain a mowing and pedestrian clear zone of 8 feet above turf grade
    - Any limbs or clippings that result from pruning shall be removed and disposed of by the contractor
- Mulch
    - Contractor shall mulch landscaped areas using either ground pine bark maintained at a depth of 4" or clean, fresh, longleaf pinestraw every 3 months equivalent to 1 bale per 50 square feet
    - If the bed is in an area with a slope or subject to flooding where it will wash or float away, then ground pine bark is not an option

    - The first application of mulch shall be applied within 30 days of contract approval
- Beds shall be kept free of weeds either manually, mechanically, by using pre and/or post emergent herbicides or a combination of these options; non-selective herbicides shall not be used outside of the bed areas other than on concrete and hardscapes
- Vines, seedlings, suckers (i.e. any undesirable vegetation) shall be removed as necessary
- Herbicide Use on Mulched Areas or Beds
    - A pre-approved, herbicide may be used for the purpose of weed control
    - If herbicides are used, contractor shall have a Pesticide License or be authorized to apply pesticides under a licensed applicator
    - Contractor must wear all required PPE and follow label instructions
    - A copy of the SDS sheet and label must be present whenever the herbicide is being used
    - A Daily Pesticide Application Sheet must be kept and submitted for each billing cycle and upon request
    - Any vegetation, including shrubs, trees and turf, damaged by herbicides must be replaced
    - Certain ornamental grasses and other specific vegetation are highly sensitive to herbicides and should never come into contact with them; even the mist from herbicides being used in the vicinity can cause damage or kill certain vegetation through drift
- Insect or disease control
    - Contractor shall monitor vegetation for signs of insects or disease
    - If detected, after consultation with the City, contractor shall be responsible for applying the appropriate treatment
    - The objective is to treat vegetation before damage occurs
- Irrigation Systems
    - If the landscaped area has an irrigation system, the City shall be responsible for controlling the irrigation system at a frequency recommended by the contractor
    - The City shall be responsible for making any necessary repairs to the irrigation system, unless the damage is caused by the contractor, in which case the contractor is responsible for the repair, doing so within five days of the report of damage; in this case the contractor shall repair the system using equal parts, restoring it to its original condition
- Events/Mardi Gras/Damage
    - Contractor shall document any damage or wear and tear related to an event, including a traffic event, vandalism, etc., and notify the City via text message or email, sending pictures if possible
    - In an effort to protect the vegetation, City may opt to erect barricades or other protection measures during events

Bedding Plants

- There are beds where annual or perennial bedding plants are required to be planted at:
  - Gulfquest/Cruise Terminal
- Contractor is required to replant these beds four times per year:
  - Summer: between July 1-15
  - Fall: between September 1-15
  - Winter: between November 1-15
  - Spring: April 1-15
- Plant selection:
  - Plant variety is at the discretion of the Contractor as long as:
    - Plants shall be selected for their blooming characteristics
    - Plant size shall be appropriate for the space
    - Plants may be one variety or more than one variety
    - If more than one variety is used, colors and design/layout shall be harmonious and complimentary
- Contractor is required to maintain the health and vigor of these beds, including:
  - Pruning as necessary
  - Replacing dead/missing plants as necessary
  - Treating the plants with fungicides, insecticides, or other pesticides as needed
  - Weed control as necessary
- Contractor shall notify the City of any irrigation system adjustments necessary to maintain the health and vigor of the plantings

Perennial Rye Grass

- Contractor is required to seed all lawn areas at the DAR House and Oakleigh House with Perennial Ryegrass
- Seeding will be done in accordance with best practices including time (usually mid-late October/early November) and rate
- If the seed does not germinate the Contractor will be responsible for reseeding until a uniform stand of Rye is established

Leaf Removal

- For a period of time in the spring leaf drop will be so extensive that mulching with a mower will not be possible; at this time it will be necessary to manually remove the leaves and dispose of them off site
- This is usually in the March/April time frame and it occurs in areas where Live Oaks are the predominant tree

Plant Replacements

- Contractor shall notify the City if any shrubs/vines/trees are in need of replacement and provide a cost to replace such plants, including labor and materials
- City shall reserve the right to approve such submittals or, at City discretion, opt to take no action or replace the material using City resources

Fire Ants
At each visit, Contractor shall treat all visible ant mounds with an insecticide approved for Fire Ant control

Herbicides

- A Pre-approved, non-selective herbicide may be used only for the purpose of spraying vegetation growing in cracks, gutters, joints, expansion joints in concrete and/or asphalt
- Contractor must wear all required PPE and follow label instructions
- A copy of the MSDS sheet and label must be present whenever the herbicide is being used
- A Daily Pesticide Application Sheet must be kept and submitted for each cycle and upon request

Miscellaneous

- Contractor shall have a designated contact and an alternate who is available during work hours; City shall do the same
- Contractor shall notify the designated City contact(s) using e-mail or text message when starting and completing a street. Phone calls or voice mail is insufficient. An inspection will not be performed until the City is properly notified, potentially allowing vegetation to grow or litter to accumulate, which would require the contractor to revisit the site before payment is released.
- When notifying City contact of the completion of a cycle, contractor shall submit the Daily Pesticide Application Sheet listing any herbicides used for that cycle
- In the event that rain disrupts the schedule, weather records should be noted on the submitted schedule to explain any variances in mowing cycle times; payment shall not be made for a missed operation
- Unless explained by the aforementioned weather records, if the cycle time exceeds the specified number of days the contractor may be penalized 2% of the total cost of that cycle per day that the cycle time is exceeded
- All specifications must be met before payment is released for a maintenance cycle
- Any initial cleanup is included in the bid price.
- This contract ends on (INSERT DATE) and is for a maximum of 38 cycles (if the contractor is not asked to extend a cycle)

- In the event that concrete or paved areas are included in the contract area, litter shall be removed and vegetation removed and/or treated with a non-selective herbicide at the same time that mowing operations are done for that facility
- City may inspect job site at any time
- Contract employees shall be courteous to the public at all times
- Equipment operators shall yield to pedestrians and avoid disrupting vehicular activity
- Contract employees shall be neat and well groomed and shall wear identifiable uniforms
- Work may be performed during daylight hours (dawn to dusk)
- Work must be scheduled to avoid working on days when events or activities are scheduled. For example, cruise days, weddings, large meetings, etc. If changes are necessary without notice, the contractor will not be penalized for a late cycle.
- Not all areas are accessible to the public at the Cruise Terminal and staff are required to notify Cruise Terminal staff to gain entry; they will be monitored while working in these areas
- Clippings, vegetation, or any other debris shall not be blown or deposited in storm drains or any other drainage structure; such debris shall be removed from all hard surfaces, including asphalt, concrete, roadways, drainage structures, culverts, etc.; this includes old debris
- Tree pruning shall remain the responsibility of the City
- Except as noted, the use of pesticides, including herbicides, insecticides, and fungicides shall not be permitted without prior approval
- Limbs and other debris shall be removed from the site and disposed in accordance with the mowing schedule for each designated area
- Contractor shall immediately report any problems such as broken or missing storm drain covers, etc.

Safety

- Contractor shall comply with all applicable OSHA rules and regulations.
- Contractor shall comply with all City of Mobile safety rules and regulations.
- Contractor shall provide effective safety training to employees.
- Contractor shall designate a "competent person" at each work site who has the responsibility and authority to stop work until all safety conditions are met.
- All equipment guards must be in place
- Contractor to take all reasonable precautions to ensure the safety of passing

motorists, vehicles, pedestrians and property; the contractor shall be liable for any and all damage to passing vehicles, property or injuries resulting from their work.

- Safety glasses shall be worn when operating power equipment and whenever there is an exposure to an eye injury (including hand sawing, clipping, use of fuels or other chemicals, etc.); hearing protection is recommended when operating power equipment
- Cell phones, earphones, and Bluetooth devices shall not be used when operating equipment or performing other duties
- The Parks Department has the authority to stop any contract operations that are thought to be hazardous; operations must cease until corrective actions are taken
- Spill control measures shall be in place in the event of a hazardous material spill; appropriate actions shall be taken in the event of a spill; contractor shall notify City in the event of a spill
- Contractor shall have a Pesticide License or be authorized to apply pesticides under a licensed applicator if required by State law
- Failure to comply with safety issues may result in contract termination.
- Contractor shall notify the City of Mobile of any incidents reported to them.

Daily Pesticide Application Sheet											
Name of Property	Date	Time	Chemical Name	EPA Registration Number	RainFall Imminent? Y or N	Wind	Within 25 ft. of Storm Drain?	Rate	Mixed Amount Used Liquid (in gallons)	Mixed Amount Used Dry (in pounds)	Name of Applicator

OFFICE OF SUPPLIER DIVERSITY

CITY OF MOBILE

Disadvantaged Business Enterprise (DBE)

Compliance Form

Instructions: City of Mobile Mun. Code Sec 14-2 requires that the city in all contracts shall make every reasonable effort to require that the contractors have at least fifteen percent participation by socially and economically disadvantaged individuals or that fifteen percent of the value of city contracts shall be awarded to qualified contractors who are socially and economically disadvantaged.

This form asks for your intentions to meet the city's disadvantaged business enterprise and person requirements as a potential contractor for the city of Mobile. For purposes of this form, disadvantaged individuals or enterprises include persons or small-business-enterprise owners who are women, members of a racial minority, or disabled military veterans.

BIDDERS: Please complete the following and submit with your bid. Failure to complete and submit this form will render your bid as non-responsive.

RFP/RFQ/Bid/Solicitation/Other # _____ Bid/Proposal Amount $ _____ Date: ____/__/__

Description,_____

Name of Bidder/Proposer: _____

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

DBE FIRM & NAME of DBE	PHONE	SOURCE OF CERTIFICATION	Scope of Work to be performed by the DBE	VALUE of PROPOSED CONTRACT with DBE	% OF TOTAL CONTRACT	OFFICE VERIFICATION ONLY
1.				$	%	
2.				$	%	
3.				$	%	
4.				$	%	
5.				$	%	

Please check the appropriate box (es):

- ☐ A percentage of __ % was met by using employees within my own company. The employees working on this project were comprised of the following:
  - Number of Employees on this project:_____
  - Ethnicity: White_____Black_____Hispanic_____ Other_____
  - Gender: Male_____Female_____
- ☐ I do not intend to use any DBE subcontractors or disadvantaged persons on this project. Please Explain. _____

_____

I HEREBY CERTIFY THAT THE INFORMATION CONTAINED HEREIN IS TRUE AND CORRECT.

PRINT **NAME:** _____; **SIGNATURE:** _____ **TITLE**_____

Sample Draft of Contract/Insurance Standard Service Contract Follows

*It is not necessary to sign the following documents at the time of submitting your bid, or at the bid opening. The following documents are included strictly on a *for-your-information* basis, ***but will be required of the low bidder prior to award.***

We recommend you speak with your insurance company to see if you can obtain.

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

BETWEEN the Owner:	**CITY OF MOBILE** **205 Government Street** **P O Box 1827** **Mobile, Alabama 36633**
And the Contractor:	**NAME dba BUSINESS NAME** **Street Address** **City, State Zip Code** **City Business License No.:**
For the following Project:	**NAME OF PROJECT** **STREET ADDRESS** **CITY, STATE ZIP CODE** **PROJECT NUMBER: ME-000-00**

REV.04/01/2025

STANDARD SERVICES AGREEMENT
BETWEEN CITY OF MOBILE AND CONTRACTOR

THIS AGREEMENT is made and entered into as of the date of execution by both parties, by and between City of Mobile, a political subdivision of the State of Alabama, hereinafter referred to as the "City" and [Contractor Legal Name], hereinafter referred to as "Contractor."

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

[if applicable] WHEREAS, the City issued [Insert RFQ, RFP or bid package identification] on [insert date]; and,

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

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

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

1.0 CONTRACTOR'S SERVICE

1.1 The Contractor agrees to diligently provide all materials, services and labor for the performance of [Contract_Title](the "Project"), in accordance with the scope of services made part of this Contract as **Exhibit A**, attached hereto and incorporated herein. All work and labor shall be done in accordance with the plans and specifications on file with the City and are incorporated herein by reference.

2.0 TERM

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

3.0 COMPENSATION AND PAYMENT OF CONTRACTORS SERVICE

3.1 The City shall pay the Contractor for the services rendered hereunder and completed in accordance with the terms and conditions of this Contract an amount not to exceed [Insert Contract_Amount] for the entire Project in accordance with Exhibit C Fee Schedule attached hereto and incorporated herein OR, upon the completion and acceptance thereof by the City or its duly authorized agent. The contract price includes a contingency amount for unanticipated work within the scope of the agreement and may only be authorized at the discretion of the City's [department head].

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

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

4.0 METHOD OF PAYMENT

4.1 The City shall pay the Contractor through payment issued by City upon receipt of the Contractor's invoice and written approval of same by the City's [Department Head] indicating that services have been rendered in conformity with this Contract.

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

4.3 The Contractor's invoices shall be in a form satisfactory to the [Department Head] who shall initiate disbursements. The Contractor is responsible for providing all necessary documentation that may be required by the City.

5.0 ADDITIONAL SERVICES

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

5.2 If the City's [Department Head] requires the Contractor to perform additional services related to this Contract then the Contractor shall be entitled to additional compensation based on the Fee Schedule as amended to the extent necessary to accommodate such additional work. The additional compensation shall be agreed upon before commencement of any additional services or changes and shall be incorporated into this Contract by written amendment. The City shall not pay for any additional service or work performed before a written amendment to this Contract is executed by the City and the Contractor. Notwithstanding the preceding, in the event additional services are

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

6.0 LIABILITY OF CONTRACTOR

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

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

7.0 CONTRACTORS INSURANCE

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

8.0 RESPONSIBILITIES OF THE CONTRACTOR

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

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

8.3 The Contractor warrants that it has not employed or retained any company or person (other than a bona fide employee working solely for the Contractor), to solicit or secure this Contract and that

he has not paid or agreed to pay any person, company, corporation, individual, or firm other than a bona fide employee working solely for the Contractor; any fee, commission, percentage, gift, or any other consideration, contingent upon or resulting from the award of this Contract.

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

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

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

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

9.0 TIME FOR PERFORMANCE

9.1 Time is of the essence in the performance of this Contract. The Contractor specifically agrees that contract time will begin on the date the Notice to Proceed is issued. Contractor also agrees no work will begin prior to such date. All work to be performed under the provisions of this Contract shall be completed to Substantial Completion in not more than [insert] calendar days and all work shall be completed to Final Acceptance within thirty (30) calendar days from Substantial Completion, or thirty (30) calendar days from delivery to Contractor of a list of items to be completed punch list. Upon Final Completion, Contractor shall deliver Notice of Final Completion via Hard Copy Format and an Electronic Copy Format within (30) calendar days from the competition of services.

10.0 LIQUIDATED DAMAGES

The parties to this Contract agree that time is of the essence in the work provided for herein and that a precise determination of actual damages which would be incurred by the City for delay in the completion of the work provided for herein, aside from the additional cost of inspection and supervision, would be difficult to ascertain. Accordingly, the parties to the Contract agree that the liquidated damages for those items of damage not otherwise provided for by this Contract, for each and every day that the time consumed in completing the work provided for in these construction documents exceeds the time(s) allowed therefore, shall be the amount(s) stated below per day, including Saturdays, Sundays, and legal holidays. The parties specifically agree that the liquidated damages provided for herein do not constitute a penalty. Furthermore, since the additional cost of inspection and supervision arising from a delay is not difficult to ascertain, it is agreed that the Contractor shall pay, in addition to the liquidated damages provided for herein, all expenses for inspection and supervision occasioned by the failure of the Contractor to complete the work within the time(s) fixed for completion herein. The amount(s) of liquidated damages together with the additional costs for inspection and supervision occasioned by the Contractor's delay will be deducted and retained out of the monies payable to the Contractor. If not so deducted, the Contractor and sureties for the Contractor shall be liable therefore. The amount of liquidated damages to be assessed for each calendar day that Substantial Completion is delayed beyond the required date of Substantial Completion shall be $ [insert] per day. The amount of liquidated damages to be assessed for each calendar day that Final Acceptance is delayed beyond the required date of Final Acceptance shall be (25% OF LIQUIDATED DAMAGES) per day.

11.0 FORCE MAJEURE

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

12.0 OBLIGATIONS OF THE CITY

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

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

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

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

13.0 TERMINATION

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

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

13.3 In the event the City's termination of this Contract for default is in any way deficient, at the option of the City such termination shall be deemed to be a termination for convenience pursuant to Section 13.1 above.

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

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

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

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

14.0 DISPUTE RESOLUTION

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

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

14.3 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.

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

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

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

15.0 CONTRACTOR WARRANTY

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

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

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

15.4 All services will be performed (i) by qualified personnel in a professional and workmanlike manner, consistent with industry standards, (ii) in accord with the performance specifications,

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

16.0 SUSPENSION/STOP WORK ORDER

16.1 The City's Department Head, may at any time, by written order to the Contractor, require the Contractor to stop all or any part of the work called for by this Contract. Any order shall be identified specifically as a stop work order issued pursuant to this clause. This order shall be effective as of the date the order is delivered to the Contractor. Upon receipt of such an order, the Contractor shall immediately comply with its terms and take all reasonable steps to minimize the incurrence of costs allocable to the work covered by the order during the period of work stoppage. The Contractor shall not resume work unless specifically so directed in writing by the City. The Department Head shall take one of the following actions:
1. Cancel the stop work order; or 2. Terminate the work covered by the order; or 3. Terminate the Contract in accordance with provisions contained in Section 13.1.

16.2 In the event the City of Mobile determines not to direct the Contractor to resume work, the stop work order may be converted into a notice of termination for convenience pursuant to Section 13.1. The notice period for such termination shall be deemed to commence on the date of issuance of the stop work order. In the event the City does not direct the Contractor to resume work within ninety (90) days, the Contractor may terminate this Contract.

17.0 NOTICES

17.1 The City of Mobile Authorized Agent, authorized to act on the City's behalf with respect to the Project is _____or the Director's designated representative,_____.

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

CITY:
City of Mobile
c/o_____
As: City's Authorized Agent
P.O Box _____
Mobile AL _____

CONTRACTOR:
[insert]
c/o_____
Contractor's Authorized Agent
[Insert Address]

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

18.0 DEFAULT/ BREACH

18.1 Default. Default, for purposes of this contract, shall include, but is not limited to, any of the following: 1) failure to perform the work or provide the services in accordance with the terms of the contract, 2) failure to meet established deadlines or schedules, 3) substandard or non-compliant work or services, 4) failure to comply with applicable laws, regulations, or permits, including state and federal law, local ordinances and any federal grant requirements, 5) failure to make payments to subcontractors or suppliers, 6) failure to communicate adequately with the City regarding progress or issues, 7) unauthorized assignment or transfer of the contract without prior written consent from the City, 8) failure to correct deficiencies after receiving written notice from the City, 9) misrepresentation or falsification of information provided in contract proposals or during performance,10) failure to maintain required insurance coverage, 11) use of unapproved subcontractors or failure to supervise subcontractors adequately, 12) unauthorized use of City property, equipment, or resources, 13) failure to comply with safety standards, resulting in hazardous conditions or accidents, 14) violation of confidentiality or data protection requirements outlined in the contract, 15) breach of warranties related to the quality, fitness, or compliance of goods or services provided, 16) failure to provide required reports, documentation, or certifications within specified timelines, 17) delays caused by inadequate staffing, equipment, or materials, 18) failure to replace defective or non-compliant materials or equipment within a reasonable time-frame, 19) violation of environmental regulations, including improper disposal of hazardous materials, 20) failure to cooperate with City inspectors, auditors, or other designated officials during site visits or reviews, 21) failing to comply with written directives from the City to correct specific issues or deficiencies, 22) subcontractor abandonment or unauthorized substitution of key personnel, 23) unauthorized cessation of work or delays caused by disputes with subcontractors, 24) breach of intellectual property rights, including unauthorized use of copyrighted or proprietary materials, 25) misuse of funds allocated for specific tasks or deliverables, 26) failure to meet minority, small business, or other subcontracting goals as specified in the contract, 27) failure to maintain adequate security measures for sensitive information or physical assets, 28) failure to address health and safety violations that result in injury or property damage, 29) providing false claims for payments, reimbursements, or change orders, 30) failing to meet requirements for workforce certifications or qualifications outlined in the contract, 31) failure to disclose debarment or loss of required license.

19.0 EFFECT OF DEFAULT

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

20.0 WITHHOLDING PAYMENT DUE

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

21.0 CURE PLAN

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

22.0 EFFECT OF DEFAULT ON FUTURE COMPETITIVE BIDDING

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

23.0 PEER REVIEW/VALUE ENGINEERING

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

24.0 ANTI-BOYCOTT

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

25.0 NON-DISCRIMINATION

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

26.0 COMPLIANCE WITH IMMIGRATION LAW

26.1 By signing this contract, the contracting parties affirm, for the duration of the Agreement, that they will not violate federal immigration law or knowingly employ, hire for employment, or continue to employ an unauthorized alien within the state of Alabama. Pursuant to Alabama Code (1975) Section 31-13-9, if Contractor employs one or more employees within the State of Alabama, Contractor shall provide documentation establishing that Contractor is enrolled in the *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.

27.0 MISCELLANEOUS

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

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

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

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

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

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

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

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

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

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

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

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

27.13 Preparation of Agreement. All provisions of this Agreement have been subject to full and careful review by and negotiation between Contractor and City. Each such party has availed itself of such legal advice and counsel as it, respectively, has deemed appropriate. The parties hereto agree that neither one of them shall be deemed to be the drafter or author of this Agreement, and in the event this Agreement is subject to interpretation or construction by a court of law or panel of arbitration, such court or panel shall not construe this Agreement or any portion hereof against either party as the drafter of this Agreement.

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

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

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

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

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

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

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

[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 last written below.

CONTRACTOR:
[Contractor name]

By:_____
[name[
[title]

STATE OF ALABAMA)
CITY OF MOBILE)

I, the undersigned Notary Public, in and for said City in said State, hereby certify that [name], whose name as [title] of [Contractor]. is signed to the foregoing contract, and who is known to me, acknowledged before me on this day that, being informed of the contents of the above and foregoing contract, as such officer and with full authority, execute the same voluntarily for and as the act of said not-for-profit corporation on the day the same bears date.

Given under my hand this the _____ day of _____, 20__.

(SEAL)

_____
Notary Public
My Commission Expires:

CITY OF MOBILE, A Municipal Corporation

By:_____ Date_____
William S. Stimpson, Mayor

ATTEST:

_____
City Clerk

EXHIBIT A: SCOPE OF SERVICES

EXHIBIT B: PROJECT SCHEDULE

EXHIBIT C: FEE SCHEDULE

EXHIBIT D: CITY INSURANCE REQUIRED

EXHIBIT E: E-VERIFY IF APPLICABLE

MOBILE
ALABAMA

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)

EXHIBIT B

Annual Cycles - 2026 shown

week beginning:	Number
April 27	1
May 4	2
Nat 11	3
May 18	4
May 25	5
June 1	6
June 8	7
June 15	8
June 22	9
June 29	10
July 6	11
July 13	12
July 20	13
July 27	14
August 3	15
August 10	16
August 17	17
August 24	18
August 31	19
September 7	20
September 14	21
September 21	22
September 28	23
October 5	24
October 12	25
October 19	

October 26	1
November 2	
November 9	2
November 16	
November 23	3
November 30	
December 7	4
December 14	
December 21	5
December 28	
January 5	6
January 12	
January 19	7
January 26	
February 2	8
February 9	
Feburary 16	9
February 23	
March 2	10
March 9	
March 16	11
March 23	
March 30	12
April 6	
April 13	13
April 20	

EXHIBIT C

FACILITY GROUNDS MAINTENANCE SERVICES

Gulfquest/Cruise Terminal	$ 950.00
DAR Museum	$ 375.00
Oakleigh House Museum	$ 450.00
Legislative Delegation	$ 200.00

EXHIBIT D

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 1/19/2026

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

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
Thompson Insurance, Inc.
PO Box 11408
Montgomery AL 36111

License#: 79250

CONTACT NAME: Harrison Hawke/Tallie Langley
PHONE (A/C, No, Ext): 334-694-5853 **FAX (A/C, No):** 334-271-0491
E-MAIL ADDRESS: t.langley@thomins.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : FCCI Insurance Group	10178
INSURER B : The Sheffield Group, Inc.	
INSURER C : Ace American Insurance Company	22667
INSURER D :	
INSURER E :	
INSURER F :	

INSURED
Hughes 360 Service, LLC
203 North Florida Street
Mobile AL 36607

HUGH360-01

COVERAGES **CERTIFICATE NUMBER:** 59247984 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY	Y	Y	CPP100092380	5/7/2025	5/7/2026	EACH OCCURRENCE	$ 1,000,000
	CLAIMS-MADE X OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 100,000
							MED EXP (Any one person)	$ 5,000
							PERSONAL & ADV INJURY	$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$ 2,000,000
	X POLICY X PRO-JECT X LOC						PRODUCTS - COMP/OP AGG	$ 2,000,000
	OTHER:							$
A	AUTOMOBILE LIABILITY	Y	Y	CA100092381	5/7/2025	5/7/2026	COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
	X ANY AUTO						BODILY INJURY (Per person)	$
	OWNED AUTOS ONLY / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	X HIRED AUTOS ONLY / X NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
A	X UMBRELLA LIAB X OCCUR			UMB100095460	5/7/2025	5/7/2026	EACH OCCURRENCE	$ 2,000,000
	EXCESS LIAB CLAIMS-MADE						AGGREGATE	$ 2,000,000
	DED X RETENTION $ 10,000							$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N		Y	32119-00	1/1/2026	12/31/2026	X PER STATUTE OTH-ER	
C	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? N / A (Mandatory in NH)			HDO G48956300	1/1/2026	12/31/2026	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)

CERTIFICATE HOLDER

City of Mobile
PO Box 1827
Mobile AL 36333

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

© 1988-2015 ACORD CORPORATION. All rights reserved.

EXHIBIT E

E-VERIFY IS A SERVICE OF DHS AND SSA

Company ID Number: 952551

Approved by:

E-Verify Employer Agent Employer Hughes 360 Services, LLC.	
Name (Please Type or Print) Ernest A Hughes	**Title**
Signature Electronically Signed	**Date** 03/06/2016
Department of Homeland Security – Verification Division	
Name (Please Type or Print) USCIS Verification Division	**Title**
Signature Electronically Signed	**Date** 03/07/2016

E-Verify

E-VERIFY IS A SERVICE OF DHS AND SSA

Company ID Number: 952551

Information Required for the E-Verify Program	
Information relating to your Company:	
Company Name	Hughes 360 Services, LLC.
Company Facility Address	203 N Florida Street Mobile, AL 36607
Company Alternate Address	1794 Princeton Woods Dr West MOBILE, AL 36618
County or Parish	MOBILE
Employer Identification Number	842010829
North American Industry Classification Systems Code	811
Parent Company	
Number of Employees	10 to 19
Number of Sites Verified for	1 site(s)

Company ID Number: 952551

Are you verifying for more than 1 site? If yes, please provide the number of sites verified for in each State:

AL	1

Company ID Number: 952551

Information relating to the Program Administrator(s) for your Company on policy questions or operational problems:

Name	Ernest A Hughes
Phone Number	2515103772
Fax	
Email	hughes360landscaping@gmail.com

Name	Ernest A Hughes
Phone Number	2513661179
Fax	
Email	hughes360landscaping@gmail.com

Company ID Number: 952551

This list represents the first 20 Program Administrators listed for this company.

BID TABULATION FOR BID #6027
FOR
FACILITY GROUNDS MAINTENANCE SERVICE
PRICE PER SERVICE

	LA GROUP LLC	GBM3 INC LAND-SCAPING	ROTOLO CONSUL-TANTS	GAINES UTILITY CONSTR. CO. LLC	MAJOR LEAGUE LAND-SCAPING	B&B LAWN/ LAND-SCAPING	HUGHES 360 SERVICES LLC	BAY LAND-SCAPING
GULFQUEST/ CRUISE TERMINAL	$5000.00 ea.	$578.95 ea.	$377.63 ea.	$1,700.00 ea.	$969.94 ea.	$1,223.03 ea.	$950.00 ea.	$743.51 ea.
DAR MUSEUM	$1500.00 ea.	$500.00 ea.	$353.82 ea.	$1,625.00 ea.	$543.42 ea.	$998.55 ea.	$375.00 ea.	$165.40 ea.
OAKLEIGH HOUSE MUSEUM	$2500.00 ea.	$200.00 ea.	$150.03 ea.	$1,300.00 ea.	$697.37 ea.	$1811.13 Ea.	$450.00 ea.	$240.22 ea.
LEGISLATIVE DELEGATION	$1500.00 ea.	$263.16 ea.	$388.64 ea.	$1,270.00 ea.	$328.95 ea.	$200.00 ea.	$200.00 ea.	$165.40 ea.
NOTES						*NON-LOCAL VENDOR*	*HUGHES AWARDED AS 2ND LOWEST LOCAL VENDOR PREFERENCE*	*VENDOR WITHDREW BID*

CAPITAL CONTRACT SUMMARY SHEET

AGENDA ITEM SUMMARY SHEET

Agenda of: May 12, 2026

Submitted by:
John Paine, Purchasing Agent

Sponsored by:
Spiro Cheriogotis, Mayor

Purpose and Scope of Project:
One-year contract, renewable for 2 addl one-year periods, with Rotolo Consultants for facility ground maintenance services at 155 & 201 South Water St, 256 North Joachim St, and 256 Roper Street.

Amount of Contract:
As needed @ unit prices approx $33,500/yr

Funding Source
General fund.

ATTACHMENTS:
1. 2026-1 Rotolo Landscape Agenda Package

REVIEWERS:
Donald Rose
Donna Bryars
Cherlina Monteiro
James Barber

AGENDA ITEM SUMMARY SHEET

Print Page | Reset

Agenda of: May 5 2026 (Date) Item No. _____

Submitted by: Parks & Recreation (Department) Dan Otto (Department Head)

Sponsored by: Spiro N. Cheriogotis (Name) Mayor (Title)

Reviewed by: Shonnda Smith (Executive Director)

Routing Authorized: _____ (Mayor's Office) _____ (Date)

A brief synopsis and explanation of the following:

PROJECT NAME: Contract with Rotolo Consultants for facility ground maintenance services

PURPOSE & SCOPE OF PROJECT:
One-year contract, renewable for 2 addl one-year periods, with Rotolo Consultants for facility ground maintenance services at 155 & 201 South Water St, 256 North Joachim St, and 256 Roper Street. General fund.

RESOLUTION ☒ ORDINANCE ☐ OTHER ☐

AMOUNT OF CONTRACT: As need @ unit prices approx $33,500/yr

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: Sealed bid 6027

How many bidders received bid packages (if applicable): 88 + web

How many bidders submitted bids (if applicable): 8

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 Rotolo Consultants, for facility ground maintenance services at City facilities at 155 & 201 South Water Street, 256 North Joachim Street, and 256 Roper Street as needed at unit prices indicated, in an approximate total amount of $33,500.00 per year, as appropriated funds are available, for one year, renewable for two additional one-year periods without further approval by Council, 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

AGENDA ITEM SUMMARY SHEET

Agenda of: May 5 2026 (Date) Item No. _____

Submitted by: Parks & Recreation (Department) Dan Otto (Department Head)

Sponsored by: Spiro N. Cheriogotis (Name) Mayor (Title)

Reviewed by: Shonnda Smith (Executive Director)

Routing Authorized: _____ (Mayor's Office) _____ (Date)

A brief synopsis and explanation of the following:

PROJECT NAME: Contract with Rotolo Consultants for facility ground maintenance services

PURPOSE & SCOPE OF PROJECT:
One-year contract, renewable for 2 addl one-year periods, with Rotolo Consultants for facility ground maintenance services at 155 & 201 South Water St, 256 North Joachim St, and 256 Roper Street. General fund.

RESOLUTION ☒ ORDINANCE ☐ OTHER ☐

AMOUNT OF CONTRACT: As need @ unit prices approx $33,500/yr

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: Sealed bid 6027

How many bidders received bid packages (if applicable): 88 + web

How many bidders submitted bids (if applicable): 8

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

RESOLUTION

Sponsored by: Mayor Spiro N. Cheriogotis

BE IT RESOLVED BY THE CITY COUNCIL OF MOBILE, ALABAMA, that the Mayor and City Clerk be, and they hereby are, authorized to execute and attest, respectively, for and on behalf of the City of Mobile, an agreement, by and between the City of Mobile and Rotolo Consultants, for facility ground maintenance services at City facilities at 155 & 201 South Water Street, 256 North Joachim Street, and 256 Roper Street as needed at unit prices indicated, in an approximate total amount of $33,500.00 per year, as appropriated funds are available, for one year, renewable for two additional one-year periods without further approval by Council, 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

STANDARD SERVICES AGREEMENT
BETWEEN CITY OF MOBILE AND CONTRACTOR
FOR AN AS NEEDED UNIT PRICED CONTRACT
(HEREINAFTER "AGREEMENT")

BETWEEN the Owner:

CITY OF MOBILE
205 Government Street
P O Box 1827
Mobile, Alabama 36633

And the Contractor:

ROTOLO CONSULTANTS
38001 Browns Village Rd.
Slidell, LA 70460

City Business License No: 118088

For the following Project:

FACILITY GROUNDS MAINTENANCE SERVICES

Gulfquest/Cruise Terminal
155 S. Water St./201 S. Water St.
Mobile, AL 36602

DAR MUSEUM
256 N. Joachim St
Mobile, AL 36603

OAKLEIGH HOUSE COMPLEX
256 Roper St.
Mobile, AL 36604

BID #6027

STANDARD SERVICES AGREEMENT
BETWEEN CITY OF MOBILE AND CONTRACTOR

THIS AGREEMENT is made and entered into as of the date of execution by both parties, by and between City of Mobile, a political subdivision of the State of Alabama, hereinafter referred to as the "City" and **Rotolo Consultants**, hereinafter referred to as "Contractor."

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

WHEREAS, the City issued Requests for Bids #6027 on February 12, 2026; and,

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

WHEREAS, the Contractor has reviewed the services required pursuant to the Agreement and is qualified, willing and able to provide and perform all such services in accordance with its terms.

NOW, THEREFORE, the City and the Contractor, in consideration of the mutual covenants contained herein, agree as follows:

1.0 CONTRACTOR'S SERVICE

1.1 The Contractor agrees to diligently provide all materials, services and labor for the performance of Facility Grounds Maintenance Services (the "Project"), in accordance with the scope of services made part of this Contract as **Exhibit A**, attached hereto and incorporated herein. All work and labor shall be done in accordance with the plans and specifications on file with the City and are incorporated herein by reference.

2.0 TERM

2.1 This Contract shall commence immediately upon execution by both the City and the Contractor and shall continue through the completion of the Project, in accordance with Exhibit B Project Schedule attached hereto and incorporated herein upon mutual agreement of both parties.

3.0 COMPENSATION AND PAYMENT OF CONTRACTORS SERVICE

3.1 The City shall pay the Contractor for the services rendered hereunder and completed in accordance with the terms and conditions of this Contract an amount not to exceed $33,500.00/yr for the entire Project in accordance with Exhibit C Fee Schedule attached hereto and incorporated herein OR, upon the completion and acceptance thereof by the City or its duly authorized agent. The contract price includes a contingency amount for unanticipated work within the scope of the agreement and may only be authorized at the discretion of the City's Parks and Recreations Department.

3.2 Notwithstanding the preceding, Contractor shall perform no work under this Contract until receipt of a notice to proceed. Contractor acknowledges and agrees that no minimum amount of work is guaranteed under this Contract and City may elect to issue no notice to proceed. If a notice is issued, the City reserves the right to amend, reduce or cancel the notice in its sole discretion.

3.3 The City's performance and obligation to pay under this Contract is contingent upon an appropriation by the City Council or by grant award. In the event funds are not appropriated or approved for any fiscal year, this agreement shall terminate upon notice to Contractor. The City shall promptly notify the Contractor if the necessary appropriation is not made.

4.0 METHOD OF PAYMENT

4.1 The City shall pay the Contractor through payment issued by City upon receipt of the Contractor's invoice and written approval of same by the City's Parks and Recreation Department indicating that services have been rendered in conformity with this Contract.

4.2 The Contractor shall submit itemized invoices for payment to the City for those specific services provided pursuant to Exhibit C, Fee Schedule, attached hereto and incorporated herein.

4.3 The Contractor's invoices shall be in a form satisfactory to the Department Head who shall initiate disbursements. The Contractor is responsible for providing all necessary documentation that may be required by the City.

5.0 ADDITIONAL SERVICES

5.1 No changes to this Contract or the performance contemplated hereunder shall be made unless the same are in writing and signed by both the Contractor and the City's authorized agent.

5.2 If the City's Parks and Recreation Department requires the Contractor to perform additional services related to this Contract then the Contractor shall be entitled to additional compensation based on the Fee Schedule as amended to the extent necessary to accommodate such additional work. The additional compensation shall be agreed upon before commencement of any additional services or changes and shall be incorporated into this Contract by written amendment. The City

shall not pay for any additional service or work performed before a written amendment to this Contract is executed by the City and the Contractor. Notwithstanding the preceding, in the event additional services are required as a result of error, omission or negligence of the Contractor, the Contractor shall not be entitled to additional compensation.

6.0 LIABILITY OF CONTRACTOR

6.1 To the fullest extent permitted by law, Contractor covenants to release, defend, indemnify, hold harmless, protect, and exonerate both the City and its agents, employees, and representatives, from and against any and all liability, claims (direct and indirect), damages, losses, suits, actions, demands, liens, arbitrations, administrative proceedings, awards, judgments, expenses, costs, and attorneys' fees pertaining to personal injury, bodily injury, death, damage to or destruction of property (including any loss of use), economic loss or damage, labor disputes, safety requirements, performance or non-performance of obligations, certifications, property rights of third parties, sickness or disease, which (1) are caused in whole or in part by the Contractor (herein defined to include but not be limited to Contractor's owners, employees, agents, representatives, subcontractors, suppliers, and invitees or other third parties connected with the Contractor as well as the agents or employees of any of them), or (2) arise out of or are related to work undertaken or to be performed by the Contractor, or (3) arise out of or are related to any other act or omission relating to the Contractor, the Contract, the work under the Contract or otherwise undertaken by the Contractor as defined in the parenthetical of (1) above. It is the specific and express intent of the parties to the contract for the foregoing covenants and indemnity obligations to apply to the fullest extent permitted by applicable law, regardless of whether the liability is caused in whole or in part by a party indemnified hereunder, and whether said liability be caused by, or arise out of, any joint, concurrent, or contributory negligence of a party indemnified hereunder. The contractor agrees it is not a design professional within the meaning of § 41-9A-3, Ala. Code (1975).

6.2 This section of the Agreement will survive the expiration or termination of the Agreement.

7.0 CONTRACTORS INSURANCE

7.1 Contractor shall procure and maintain insurance as specified in Exhibit D, City of Mobile Insurance Requirements, attached hereto and made a part of this Agreement.

8.0 RESPONSIBILITIES OF THE CONTRACTOR

8.1 The personnel assigned by the Contractor to perform the services of this Contract shall comply with the terms set forth in this Contract. The Contractor shall ensure that all key personnel, support personnel, and other agents are fully qualified and capable to perform their assigned tasks. Any change or substitution to the Contractor's key personnel must receive the City's Department Head's written approval before said changes or substitution can become effective.

8.2 The Contractor agrees to respond to communication from the City within three working days unless a shorter response time is specified by the City.

8.3 The Contractor warrants that it has not employed or retained any company or person (other than a bona fide employee working solely for the Contractor), to solicit or secure this Contract and that he has not paid or agreed to pay any person, company, corporation, individual, or firm other than a bona fide employee working solely for the Contractor; any fee, commission, percentage, gift, or any other consideration, contingent upon or resulting from the award of this Contract.

8.4 Contractor agrees that it and its employees shall communicate with City employees and members of the public in a civil manner. All aspects of a Contractor's performance, including complaints received from City employees or members of the public, may impact the City's decision to renew or terminate this Contract in accordance with the provisions contained herein. The City further reserves the right to suspend or debar the Contractor from consideration for award of future contracts in accordance with Alabama competitive bid law if the Contractor does not abide by the terms of this contract.

8.5 The Contractor shall comply with all federal, state, and local laws, regulations and ordinances applicable to the work or payment for work thereof, and shall not discriminate on the grounds of race, color, religion, sex, or national origin in the performance of work under this Contract.

8.6 The Contractor shall maintain books, records, documents, and other evidence directly pertaining to or connected with the services under this Contract which shall be available and accessible at the Contractor's offices for the purpose of inspection, audit, and copying during normal business hours by the City, or any of its authorized representatives for a period of two (2) years after end of contract.

8.7 The Contractor is, and shall be, in the performance of all work, services and activities under this Contract, an independent contractor. Contractor is not an employee, agent, or servant of the City and shall not represent itself as such. All persons engaged in any work or services performed pursuant to this Contract shall at all times, and in all places, be subject to the Contractor's sole direction, supervision and control. The Contractor shall exercise control over the means and manner in which it and its employees perform the work, and in all respects the Contractor's relationship and the relationship of its employees to the City shall be that of an independent contractor and not as employees of the City. The Contractor shall be solely responsible for providing benefits and insurance to its employees.

9.0 TIME FOR PERFORMANCE

9.1 Time is of the essence in the performance of this Contract. The Contractor specifically agrees that contract time will begin on the date the Notice to Proceed is issued. Contractor also agrees no work will begin prior to such date. All work to be performed under the provisions of this Contract shall be completed to Substantial Completion in not more than 365 calendar days and all work shall be completed to Final Acceptance within thirty (30) calendar days from Substantial Completion, or thirty (30) calendar days from delivery to Contractor of a list of items to be completed punch list. Upon Final Completion, Contractor shall deliver Notice of Final Completion via Hard Copy Format and an Electronic Copy Format within (30) calendar days from the competition of services.

10.0 LIQUIDATED DAMAGES

The parties to this Contract agree that time is of the essence in the work provided for herein and that a precise determination of actual damages which would be incurred by the City for delay in the completion of the work provided for herein, aside from the additional cost of inspection and supervision, would be difficult to ascertain. Accordingly, the parties to the Contract agree that the liquidated damages for those items of damage not otherwise provided for by this Contract, for each and every day that the time consumed in completing the work provided for in these construction documents exceeds the time(s) allowed therefore, shall be the amount(s) stated below per day, including Saturdays, Sundays, and legal holidays. The parties specifically agree that the liquidated damages provided for herein do not constitute a penalty. Furthermore, since the additional cost of inspection and supervision arising from a delay is not difficult to ascertain, it is agreed that the Contractor shall pay, in addition to the liquidated damages provided for herein, all expenses for inspection and supervision occasioned by the failure of the Contractor to complete the work within the time(s) fixed for completion herein. The amount(s) of liquidated damages together with the additional costs for inspection and supervision occasioned by the Contractor's delay will be deducted and retained out of the monies payable to the Contractor. If not so deducted, the Contractor and sureties for the Contractor shall be liable therefore. The amount of liquidated damages to be assessed for each calendar day that Substantial Completion is delayed beyond the required date of Substantial Completion shall be $0.00 per day. The amount of liquidated damages to be assessed for each calendar day that Final Acceptance is delayed beyond the required date of Final Acceptance shall be (25% OF LIQUIDATED DAMAGES) per day.

11.0 FORCE MAJEURE

11.1 The Contractor specifically agrees that all work performed under the terms and conditions of this Contract shall be completed within the time limits as set forth herein, or as otherwise identified in the City's purchase order or specified by the City's Department Head, subject only to delays caused by force majeure, or as otherwise defined herein. "Force majeure" shall be deemed to be any cause affecting the performance of this Contract arising from or attributable to acts, events, omissions or accidents beyond the reasonable control of the parties.

12.0 OBLIGATIONS OF THE CITY

12.1 City shall designate a Department Head or other person to act as City's representative with respect to this Agreement. Such person will have authority to transmit instructions, receive information, and interpret and define City's policies and decisions regarding the scope of services.

12.2 City shall furnish to Contractor all applicable information and technical data in City's possession or control reasonably requested by Contractor for the proper performance of the Services.

12.3 The City's Designated representative will do all things necessary to properly administer the terms and conditions of this Agreement, including, but not limited to: 1. Review of all Contractor payment requests for approval or rejection. 2. Periodic reviews of the work of the Contractor as necessary for the completion of the Contractor's services during the period of this Agreement.

12.4 The City shall not provide any services to the Contractor in connection with any claim brought on behalf of or against the Contractor.

13.0 TERMINATION

13.1 The City shall have the right at any time upon thirty (30) calendar day's written notice to the Contractor to terminate the services of the Contractor. The City shall pay to the Contractor and the Contractor shall accept as full payment for its services, a sum of money equal to the work completed in any commenced but incomplete services.

13.2 Any failure of the Contractor to satisfy the requirements of this Contract, as documented by the Department Head, shall be considered a default of the Contract and sufficient reason for termination. 1. For defaults that are curable (as determined by the City), the Contractor shall be notified in writing by the City and shall have an opportunity to cure such default(s) within ten (10) working days after notification. 2. For defaults that are not curable (as determined by the City), notice of the termination date shall be given as deemed appropriate by the City.

13.3 In the event the City's termination of this Contract for default is in any way deficient, at the option of the City such termination shall be deemed to be a termination for convenience pursuant to Section 13.1 above.

13.4 The parties may mutually agree to terminate this Contract. Such termination shall be evidenced by a notice issued by the City. The City shall pay to the Contractor and the Contractor shall accept as payment for its services, a sum of money equal to the work completed in any commenced but incomplete services.

13.5 In the event that the Contractor has abandoned performance under this Contract, then the City may terminate this Contract upon three (3) calendar day's written notice to the Contractor indicating its intention to do so. Payment for work performed prior to the Contractor's abandonment shall be as stated above. Contractor shall have one hundred and eighty (180) days to submit invoices. Invoices submitted after one hundred and eighty (180) days may not be accepted for payment.

13.6 The Contractor shall have the right to terminate services only in the event of the City failing to pay the Contractor's properly documented and submitted invoice within ninety (90) calendar days of the approval by the City's Department Head, or if the Project is suspended by the City for a period greater than ninety (90) calendar days.

13.7 After consultation with and written Notice to the Contractor providing a reasonable opportunity to cure, the City shall have the right to refuse to make payment, in whole or part due to: 1. The quality of a portion, or all, of the Contractor's work not performed in accordance with the requirements of this Contract; 2. The quantity of the Contractor's work not delivered or performed

as represented in the Contractor's Payment Request, or otherwise; 3. Claims made, or likely to be made, against the City, or its property; 4. Damages to the City or a third party caused by Contractor; 5. The Contractor's failure or refusal to perform any other obligation under this Contract.

14.0 DISPUTE RESOLUTION

14.1 In the event of a dispute or claim arising out of this Agreement, the parties agree first to try in good faith to settle the dispute by direct discussion. If this is unsuccessful, the parties may enter into mediation in Mobile City, Alabama, with the parties sharing equally in the cost of such mediation.

14.2 In the event mediation, if attempted, is unsuccessful in resolving a dispute, the parties may proceed to litigation as set forth below.

14.3 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.

14.4 Contractor agrees to waive all rights to trial by jury for any litigation undertaken concerning this Agreement

14.5 This Agreement and the rights and obligations of the parties shall be governed by the laws of the State of Alabama without regard to its conflict of laws principles.

14.6 Unless otherwise agreed in writing, the Contractor shall be required to continue its services and all other obligations under this Agreement during the pendency of the claim or dispute, including, but not limited to, the actual period of mediation or judicial proceedings.

15.0 CONTRACTOR WARRANTY

15.1 All products provided under this Contract shall be new and of the most suitable grade for the purpose intended.

15.2 If any product delivered does not meet performance representations or other quality assurance representations as published by manufacturers, producers or distributors of the products or the specifications listed in this Contract, the Contractor shall pick up the product from the City at no expense to the City. The City reserves the right to reject any or all materials if, in its judgment, the item reflects unsatisfactory workmanship or manufacturing or shipping damage. In such case, the Contractor shall refund to the City any money which has been paid for same.

15.3 Contractor warrants that the products under normal use and service will be free from material defects in materials and workmanship. In the event Contractor's standard product warranty is for

a period of time longer than that stated above, this warranty shall be extended to that longer duration.

15.4 All services will be performed (i) by qualified personnel in a professional and workmanlike manner, consistent with industry standards, (ii) in accord with the performance specifications, scope of work and terms and conditions set forth in this agreement, (iii) with due care and in accord with applicable laws and regulations including all laws and regulations relating to the scope of work in the agreement, health, safety and the environment, fair labor practices, unlawful discrimination and immigration, and (iv) in accord with generally prevailing industry standards. Upon City providing notice to Contractor as set out in a reasonably detailed written notice to cure any non-conformance within thirty (30) days of occurrence, Contractor agrees to re-perform the services to achieve commercially reasonable conformance with this warranty.

16.0 SUSPENSION/STOP WORK ORDER

16.1 The City's Department Head, may at any time, by written order to the Contractor, require the Contractor to stop all or any part of the work called for by this Contract. Any order shall be identified specifically as a stop work order issued pursuant to this clause. This order shall be effective as of the date the order is delivered to the Contractor. Upon receipt of such an order, the Contractor shall immediately comply with its terms and take all reasonable steps to minimize the incurrence of costs allocable to the work covered by the order during the period of work stoppage. The Contractor shall not resume work unless specifically so directed in writing by the City. The Department Head shall take one of the following actions:
1. Cancel the stop work order; or 2. Terminate the work covered by the order; or 3. Terminate the Contract in accordance with provisions contained in Section 13.1.

16.2 In the event the City of Mobile determines not to direct the Contractor to resume work, the stop work order may be converted into a notice of termination for convenience pursuant to Section 13.1. The notice period for such termination shall be deemed to commence on the date of issuance of the stop work order. In the event the City does not direct the Contractor to resume work within ninety (90) days, the Contractor may terminate this Contract.

17.0 NOTICES

17.1 The City of Mobile Authorized Agent, authorized to act on the City's behalf with respect to the Project is ("Project Manager") is Deputy Director, Public Services, or his designated representative.

17.2 Any notices of any nature, whatsoever, including but not limited to notice of termination or default shall be sufficient if sent by parties via United States Certified mail, postage paid, or via nationally recognized delivery service, to the address listed below:

CITY:
City of Mobile
c/o Purchasing Agent
P.O Box 1948_____

Mobile AL 36602

CONTRACTOR:
Rotolo Consultants
38001 Brownsvillage Rd.
Slidell, LA 70460

17.3 Any change in the City's Department Head or the Contractor's Authorized Agent will be promptly communicated by the party making the change.

18.0 DEFAULT/ BREACH

18.1 Default. Default, for purposes of this contract, shall include, but is not limited to, any of the following: 1) failure to perform the work or provide the services in accordance with the terms of the contract, 2) failure to meet established deadlines or schedules, 3) substandard or non-compliant work or services, 4) failure to comply with applicable laws, regulations, or permits, including state and federal law, local ordinances and any federal grant requirements, 5) failure to make payments to subcontractors or suppliers, 6) failure to communicate adequately with the City regarding progress or issues, 7) unauthorized assignment or transfer of the contract without prior written consent from the City, 8) failure to correct deficiencies after receiving written notice from the City, 9) misrepresentation or falsification of information provided in contract proposals or during performance,10) failure to maintain required insurance coverage, 11) use of unapproved subcontractors or failure to supervise subcontractors adequately, 12) unauthorized use of City property, equipment, or resources, 13) failure to comply with safety standards, resulting in hazardous conditions or accidents, 14) violation of confidentiality or data protection requirements outlined in the contract, 15) breach of warranties related to the quality, fitness, or compliance of goods or services provided, 16) failure to provide required reports, documentation, or certifications within specified timelines, 17) delays caused by inadequate staffing, equipment, or materials, 18) failure to replace defective or non-compliant materials or equipment within a reasonable time-frame, 19) violation of environmental regulations, including improper disposal of hazardous materials, 20) failure to cooperate with City inspectors, auditors, or other designated officials during site visits or reviews, 21) failing to comply with written directives from the City to correct specific issues or deficiencies, 22) subcontractor abandonment or unauthorized substitution of key personnel, 23) unauthorized cessation of work or delays caused by disputes with subcontractors, 24) breach of intellectual property rights, including unauthorized use of copyrighted or proprietary materials, 25) misuse of funds allocated for specific tasks or deliverables, 26) failure to meet minority, small business, or other subcontracting goals as specified in the contract, 27) failure to maintain adequate security measures for sensitive information or physical assets, 28) failure to address health and safety violations that result in injury or property damage, 29) providing false claims for payments, reimbursements, or change orders, 30) failing to meet requirements for workforce certifications or qualifications outlined in the contract, 31) failure to disclose debarment or loss of required license.

19.0 EFFECT OF DEFAULT

19.1 Upon the occurrence of default, City shall have rights which include but are not limited to (i) the right to keep this Contract in effect and sue Contractor for all damages caused by the default and recover the cost thereof; (ii) the right to cure any such default by Contractor and to recover any damages caused thereby; and (iii) the right to terminate this Contract either as to the entire Project or part thereof, in either case by giving Contractor written notice of such termination. In the event of termination of this Agreement by the City because of the Contractor's default or breach, the City may take possession of all materials, equipment, tools, construction equipment, and machinery thereon owned by the Contractor and may finish the Project by whatever method and means City may select subject to its obligation to reasonably mitigate.

20.0 WITHHOLDING PAYMENT DUE

20.1 Default by Contractor shall excuse any obligation of City to pay compensation or sums otherwise due Contractor under the agreement. City may withhold any and all sums due if there has been a default or breach by Contractor of any provision of this agreement.

21.0 CURE PLAN

21.1 If Contractor fails to comply with any material provision of this agreement, the City may issue a written notice requiring Contractor to submit a corrective action plan (CAP) within such time as City directs. If Contractor fails to provide an acceptable CAP or does not cure the breach within the time frame specified, the City may invoke additional sanctions or terminate this Agreement.

22.0 EFFECT OF DEFAULT ON FUTURE COMPETITIVE BIDDING

22.1 Failure by the Contractor to perform in accordance with the terms, conditions, and specifications of this agreement, including but not limited to failure to complete work within the specified time frame, failure to meet quality or safety standards, or abandonment of the project, and any other breach as defined herein, may be considered by City in evaluating the Contractor's status as a 'responsible bidder' as defined under Alabama law in future competitive bid determinations within the parameters of acceptable evaluation.

23.0 PEER REVIEW/VALUE ENGINEERING

23.1 The City reserves the right to engage independent experts to conduct peer reviews or value engineering analyses of the Project at any stage. Contractor shall cooperate fully by providing necessary documentation and access. If the peer review identifies opportunities for cost savings or performance improvements without compromising safety or quality, Contractor shall implement such recommendations as directed by the City, subject to equitable adjustments if necessary.

24.0 ANTI-BOYCOTT

24.1 Contractor agrees it is not currently engaged in and will not engage in the boycott of a person or an entity based in or doing business with a jurisdiction with which the State of Alabama can enjoy open trade within the meaning of Alabama Code 41-16-5.

25.0 NON-DISCRIMINATION

25.1 Contractor shall comply with all Federal, State and local laws concerning nondiscrimination, including but not limited to City of Mobile Ordinance No. 14-034 which requires, inter alia, that all contractors performing work for the City of Mobile not discriminate on the basis of race, creed, color, national origin or disability, require that all subcontractors they engage do the same, and make every reasonable effort to assure that fifteen percent of the work performed under contract be awarded to socially and economically disadvantaged individuals and business entities.

26.0 COMPLIANCE WITH IMMIGRATION LAW

26.1 By signing this contract, the contracting parties affirm, for the duration of the Agreement, that they will not violate federal immigration law or knowingly employ, hire for employment, or continue to employ an unauthorized alien within the state of Alabama. Pursuant to Alabama Code (1975) Section 31-13-9, if Contractor employs one or more employees within the State of Alabama, Contractor shall provide documentation establishing that Contractor is enrolled in the *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.

27.0 MISCELLANEOUS

27.1 This Agreement constitutes the sole and complete understanding between the parties and supersedes all agreements between them, whether oral or written with respect to the subject matter. No Amendment, change or addendum to this Agreement is enforceable unless agreed to in writing by both parties and incorporated into this Agreement.

27.2 The language of this Agreement shall be construed, in all cases, according to its fair meaning and not for or against any party hereto.

27.3 The parties hereto do not intend nor shall this Agreement be construed to grant any rights, privileges or interest to any third party.

27.4 Time is of the essence with regard to each and every aspect of the Contractor's performance under this Contract.

27.5 The rights and remedies of the City provided for under this Agreement are in addition to any other rights and remedies provided by law.

27.6 If the Contractor is comprised of more than one legal entity, each entity shall be jointly and severally liable hereunder.

27.7 The exercise by either party of any rights or remedies provided herein shall not constitute a waiver of any other rights or remedies available under this Agreement or any applicable law.

27.8 If any term, condition, or covenant of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions of this Agreement shall be valid and binding on each party.

27.9 The parties covenant and agree that each is duly authorized to enter into and perform this Agreement and those executing this Agreement have all requisite power and authority to bind the parties.

27.10 Neither the City's review, approval or acceptance of, nor payment for, the services required under this Agreement shall be construed to operate as a waiver of any rights under this Agreement or of any cause of action arising out of the performance of this Agreement.

27.11 Paragraph headings are for the convenience of the parties and for reference purposes only and shall be given no legal effect.

27.12 In the event of conflicts or inconsistencies between the provisions of this agreement and those in any attachment or Exhibit hereto, then the provisions of this agreement will take precedence and be applicable, binding and enforceable.

27.13 Preparation of Agreement. All provisions of this Agreement have been subject to full and careful review by and negotiation between Contractor and City. Each such party has availed itself of such legal advice and counsel as it, respectively, has deemed appropriate. The parties hereto agree that neither one of them shall be deemed to be the drafter or author of this Agreement, and in the event this Agreement is subject to interpretation or construction by a court of law or panel of arbitration, such court or panel shall not construe this Agreement or any portion hereof against either party as the drafter of this Agreement.

27.14 Entire Agreement. This Agreement embodies the entire agreement and understanding between the parties pertaining to the subject matter of this Agreement, and supersedes all prior agreements, understandings, negotiations, representations and discussions, whether verbal or written, of the parties pertaining to that subject matter.

27.15 Binding Effect. The provisions of this Agreement shall bind and inure to the benefit of the parties and their respective successors and permitted assigns.

27.16 Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute a single agreement.

27.17 Amendment and Waiver. This Agreement may be amended, modified or supplemented only by a writing executed by each of the parties. Any party may in writing waive any provisions of this Agreement to the extent such provision is for the benefit of the waiving party. No action taken pursuant to this Agreement shall be deemed to constitute a waiver by that party of any other party's compliance with provisions of this Agreement. No waiver by any party of a breach of any provision of this Agreement shall be construed as a waiver of any subsequent or different breach, and no forbearance by a party to seek a remedy for noncompliance or breach by another party shall be construed as a waiver of any right or remedy with respect to such noncompliance or breach.

27.18 Attorney's Fees and Costs. If the City is required to take legal action to enforce this contract, the contractor agrees to reimburse the City for all reasonable attorney's fees and associated costs incurred.

27.19 Non-Waiver of Rights. Failure by the City to enforce any provision of this contract shall not be deemed a waiver of its rights to enforce any other provision or the same provision in the future.

27.20 Sovereign Immunity. Nothing in this Agreement shall be construed as a waiver of any governmental, sovereign, or other immunity by the City, its officials, or employees. All defenses and limitations of liability provided by law remain fully applicable.

[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 last written below.

CONTRACTOR:
Rotolo Consultants

By:_____
[name] BRIAN ROTOLO
[title] CFO

STATE OF ALABAMA)
CITY OF MOBILE)

I, the undersigned Notary Public, in and for said City in sai d State, hereby certify that Brian Rotolo, whose name as CFO [title] of Rotolo Consultants. is signed to the foregoing contract, and who is known to me, acknowledged before me on this day that, being informed of the contents of the above and foregoing contract, as such officer and with full authority, execute the same voluntarily for and as the act of said not-for-profit corporation on the day the same bears date.

Given under my hand this the 14 day of April, 2026

(SEAL)

_____
Notary Public
My Commission Expires:

CITY OF MOBILE, A Municipal Corporation

By:_____ Date_____
Spiro N. Cheriogotis, Mayor

ATTEST:

_____
City Clerk

REV.04/01/2025

EXHIBIT A: SCOPE OF SERVICES

EXHIBIT B: PROJECT SCHEDULE

EXHIBIT C: FEE SCHEDULE

EXHIBIT D: CITY INSURANCE REQUIRED

EXHIBIT E: E-VERIFY IF APPLICABLE

EXHIBIT A

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:
2/12/2026	6027	PARKS	TO BE SPECIFIED

This bid must be received and stamped by the Purchasing office not later than: 12:01 PM Friday, February 27, 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
	FACILITY GROUNDS MAINTENANCE SERVICES The City of Mobile is seeking bids on grounds maintenance of City of Mobile facilities as per the following and attached specifications. Vendors shall provide the full cost of the complete cycle of a single mowing to include trimming, edging, removal of trash/litter, shrub/bed maintenance, mulching, and blowing of specific facilities named below. The City defines a mowing cycle (cycle) as having a facility mowed, trimmed, edged, trash/litter removed, shrub/bed maintenance, mulching, and blown once as a complete cycle, unless the City notifies the contractor otherwise. The City has the right to tell vendors when to change the maintenance cycles based upon weather conditions. The City's desire is to have all areas maintained approximately twenty-five (25) times between April 27 and October 12, and thirteen (13) times between October 26 and April 20. The cycles will have all areas maintained on a 7-day cycle beginning the week of April 27 until October 12, changing to a 14-day cycle beginning on October 26 until April 27. See included schedule. Cycles may be adjusted by the City as necessary, depending on weather and other factors. There is no guarantee on the number of cycles to be completed. Page 1 of 6					
				TOTAL		

RETURN ONE SIGNED COPY OF THIS BID IN ENCLOSED ENVELOPE

Phone Number 985-643-2427

Email Address maintenance@rotoloconsultants.com

State delivery time within_____ days of receipt of P.O.

Firm Name Rotolo Consultants, Inc.

Signature [signature], CEO

Type or Print Name Brian Rotolo

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

Page_____ of_____

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

In the event that weather, rain, etc., disrupts the schedule, weather records should be noted on the contractor's submitted schedule of completed mowing cycles to explain any variances in mowing cycle times; payment shall not be made for a missed operation.

Unless explained by the aforementioned weather records, if the cycle time exceeds the specified number of days, the contractor may be penalized 2% of the total cost of that cycle per day that the cycle time is exceeded.

If a contractor is unable to fulfill obligations of the contract on any of their awarded facilities, all of the facilities awarded to them will be terminated, unless a mutually agreed upon reduction in the number of facilities awarded to them is negotiated. The City is the sole determiner of whether the vendor is operating at the capacity required.

Pricing is non-negotiable.

This bid will be awarded on a facility by facility basis or group basis as defined on sheet called, "Facility Grounds Maintenance Services."

At the option of the City of Mobile and the successful Vendor(s), the award of this bid may be extended for two (2) additional maintenance years. If extended, the terms, conditions and pricing shall not change. The City reserves the right to extend some, all, or none of the mowing awards for a second or third year.

The City is interested in starting the grounds maintenance as soon as possible, therefore Vendors must be properly qualified to do business with the City of Mobile. Vendors shall provide with this bid the following:

-Their registration number with the Alabama Secretary of State's Office or evidence from the Secretary of State that they do not need to register.

-Their City of Mobile Business License Number.

-Their registration with the E-Verify Program, Federal and State.

-Documentation from their insurance carrier that a Certificate of Insurance can be provided within 2 days of notification.

TOTAL

RETURN ONE SIGNED COPY OF THIS QUOTATION IN ENCLOSED ENVELOPE

READ ABOVE INSTRUCTIONS BEFORE QUOTING

Firm Name Rotolo Consultants, Inc.

By _____, CFO

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 6					

The following is required and must be filled in:

Registration Number with Secretary of State Office

City of Mobile Business License Number

E-Verify Enrollment Number

Insurance Carrier can provide Certificate of Insurance for City Requirements within two (2) days of notification: YES X NO_____

Contractors who bid on more than three facilities must show in writing how they will accomplish their proposed bid. This will include a description of equipment and personnel on hand as well as what resources will be added prior to the work beginning.

City of Mobile reserves the right to inspect a Vendor's equipment prior to award for compliance with equipment specifications and conformance to safety equipment.

Vendors will be required to sign a service contract once a vendor has been determined to be low and meet specifications provided they have the above required items. A blank copy of a typical City of Mobile sample Service Contract is included in this bid package.

Vendors will be required to perform as per the attached specifications for cutting, edging, trash/litter removal, shrub/bed maintenance, mulching, and blowing on each cycle.

If a contractor fails to meet performance requirements after award of bid, the City could/may have the vendor's entire award and contract cancelled.

The City has the right to tell the contractor when to begin a maintenance cycle. The City has the right to tell a vendor when not to execute maintenance cycle due to dry weather/drought, slowing of the growing season or funding.

City of Mobile provides with this bid maps and photos of the mowing areas of each of the facilities involved.

				TOTAL			

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Firm Name Rotolo Consultants, Inc.

By _____, CFO

BID CONTINUATION SHEET

Page_____ of_____

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 make payment after a cycle has been completed and job location inspected. City will not begin payment process until complete mowing cycle is completed and inspected.

When a Vendor submits their invoice for a completed mowing cycle(s), Vendor shall also include the following:

The Daily Pesticide/Herbicide Application sheet for each of the facilities in the invoice being submitted. (see attached)

A bid bond is not required.

All bids must be submitted in a sealed envelope to the Purchasing Department, Room 408, South Tower, 205 Government Street. All bids must be received and date stamped prior to 12:01 pm Friday, February 27, 2026.

Any bids delivered after 12:01 pm Friday, February 27, 2026 will be returned unopened.

It is the responsibility of the Vendor to have their bid package delivered to the Purchasing Department office and date stamped prior to the 12:01 pm Friday, February 27, 2026.

Be aware that there is limited parking around 205 Government Street and that you may have to park some distance away.

Pricing for this bid to be good for the current mowing season to October 31st.

For questions about this bid submit your questions by E-mail to purchasing@cityofmobile.gov.

Under Alabama law current City of Mobile employees and former employees having left the City of Mobile service for less than two (2) years, can not bid, hold City contract, or provide goods and services to the City of Mobile.

				TOTAL			

RETURN ONE SIGNED COPY OF THIS QUOTATION IN ENCLOSED ENVELOPE

READ ABOVE INSTRUCTIONS BEFORE QUOTING

Firm Name Rotolo Consultants, Inc.

By _____, CEO

BID CONTINUATION SHEET

Page_____ of_____

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 5 of 6 Bidders should pay attention and look for Addendum(s) or updates at the City of Mobile bid site: cityofmobilegov/bid. Look under Bid #6027. It is the bidder's responsibility to check for updates and addendums to this bid. The City of Mobile is not responsible if a bidder does not look for or include an Addendum or changes in the bid specifications This is a sealed bid; your response must be in a sealed envelope that has the Bid #6027 on the outside and/or with the date and time of the bid opening (12:01 pm Friday, February 27, 2026). Bids delivered in unmarked or mismarked envelopes or packages and are opened in error prior to the bid date will be unacceptable and void to the City of Mobile. The City reserves the right to award some, all, or none of the bids received on this bid. This bid is being awarded for one (1) maintenance year (April 27 to April 20). At the option of the City of Mobile and the successful Vendor(s), the City may extend the award of this bid for two (2) additional mowing seasons. If extended, the terms, conditions, streets and pricing shall not change, and shall be as the Contract ended the previous season. The City reserves the right to extend some, all, or none of the mowing awards for a second or third mowing season. TO BE AWARDED ON A FACILITY BY FACILITY BASIS. All vendors will be required to provide verification of enrollment in the E-Verify program. Additional information may be found at http://immigration.alabama.gov/ If the successful vendor's principal place of business is out-of-state, vendor may be required to have a Certificate of Authority to do business in the State of Alabama from the Secretary of State prior to issuance of a Purchase Order.					
			TOTAL			

RETURN ONE SIGNED COPY OF THIS QUOTATION IN ENCLOSED ENVELOPE

READ ABOVE INSTRUCTIONS BEFORE QUOTING

Firm Name Rotolo Consultants, Inc.

By _____, CFO

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 6 of 6 Vendors are solely responsible for consulting with the Secretary of State to determine whether a Certificate is required. See: www.sos.alabama.gov/BusinessServices/ForeignCorps.aspx. Please note that the time between application for the issuance of a Certificate of Authority may be several weeks. Upon notification, vendor will have 10 business days to provide the Certificate of Authority and the E-Verify numbers to the Purchasing Department before award can be completed. (Vendors will possibly need to pay the expedite fee to meet this requirement because application is not sufficient. We must have a copy of the certificate with your Company ID number.) Vendors do not need a City of Mobile Business License or Certificate of Authority from the Alabama Secretary of State, nor the E-Verify for certification to submit a bid, but will need to obtain the Business License and Certificate of Authority verification and/or provide the E-Verify Certification, if applicable, prior to issuance of a Purchase Order. State of Alabama Local Vendor Preference Law 41-16-50 (a) and (d) will apply to this purchase. CONE OF SILENCE. From the time of advertising, and until the final award by completion of a signed contract or purchase document issued by the City, there is a prohibition on communication by respondents (or anyone on their behalf) with the City staff and elected officials regarding this request for bids, proposals, or qualifications.					
			TOTAL			

RETURN ONE SIGNED COPY OF THIS QUOTATION IN ENCLOSED ENVELOPE

READ ABOVE INSTRUCTIONS BEFORE QUOTING

Firm Name Rotolo Consultants, Inc.

By _____, CFO

CITY OF MOBILE

Please see link for maps of each facility. The below link is attached to bid package on this site.

(https://cityofmobile.maps.arcgis.com/sharing/rest/content/items/abfd5411fe5142 1b8103a74c544fe8d2/data)

FACILITY GROUNDS MAINTENANCE SERVICES

Gulfquest/Cruise Terminal	$ 14,349.84 Annually $377.63 Per Cycle
DAR Museum	$ 13,445.22 Annually $353.82 Per Cycle
Oakleigh House Museum	$ 14,768.27 Annually $150.03 Per Cycle
Legislative Delegation	$ 5,701.12 Annually $388.64 Per Cycle

Annual Cycles - 2026 shown

week beginning:	Number
April 27	1
May 4	2
Nat 11	3
May 18	4
May 25	5
June 1	6
June 8	7
June 15	8
June 22	9
June 29	10
July 6	11
July 13	12
July 20	13
July 27	14
August 3	15
August 10	16
August 17	17
August 24	18
August 31	19
September 7	20
September 14	21
September 21	22
September 28	23
October 5	24
October 12	25
October 19	

October 26	1
November 2	
November 9	2
November 16	
November 23	3
November 30	
December 7	4
December 14	
December 21	5
December 28	
January 5	6
January 12	
January 19	7
January 26	
February 2	8
February 9	
Feburary 16	9
February 23	
March 2	10
March 9	
March 16	11
March 23	
March 30	12
April 6	
April 13	13
April 20	

Mowing

- Uniformly mow (without scalping or streaking) at the proper height for the type of grass:
    - Legislative Delegation - 2.5" (no less than 2.25", no more than 2.75") as measured from the soil line
    - Cruise Terminal - 2.5" (no less than 2.25", no more than 2.75") as measured from the soil line
    - Richard DAR House Museum – 2.5" (no less than 2.25", no more than 2.75") as measured from the soil line
    - Oakleigh House Museum – 3" (no less than 2.75", no more than 3.5") as measured from the soil line
- Mowing equipment shall consist of finishing mowers; bush hog types of mowers are unacceptable
- Blades must be sharp and provide a clean cut
- All guards must be in place
- Clippings need not be removed, but shall be mulched and/or spread uniformly to avoid clumping; large clumps shall be removed; see section about leaf removal
- Litter, including signs, to be removed prior to mowing
- Mowers shall avoid striking trees; damaged trees shall be replaced
- Contractor shall complete each area (including string trimming, edging, blowing) before moving to the next
- To avoid rutting, contractor shall avoid driving heavy mowing equipment on ground that is saturated after heavy rain; ruts shall be repaired

String Trimming

- Vegetation shall be controlled on and around trees, signs, posts, fences, utility poles, light poles, bleachers, foundations, and all stationary objects using a string trimmer
- Vegetation growing in expansion joints, cracks, etc. shall be removed
- String trimming shall be considered an integral part of mowing and shall be done at the same time as the mowing operations for each area
- Trimming shall be at the same cutting height listed for the surrounding grass
- Damage to trees is a particular concern with string trimmers; contractor shall ensure that string trimmers do not come into contact with trees; damaged trees shall be replaced
- String trimmers shall not be used to mow large areas, they shall only be used for trim work and where a mower cannot reach

Edging

Blowing

- All hard surfaces (asphalt, concrete, gutters) must be blown and be debris free after edging, string trimming, and/or mowing; this includes old debris
- Debris includes: sand, grass, dirt, clippings, litter, silt, asphalt, gravel, etc.
- Clippings and/or leaves may be blown into the surrounding vegetation as long as they are dispersed evenly
- All guards must be in place and safety glasses worn

Litter

- Any manmade object as large as a cigarette butt shall be considered litter

Landscaped areas

- Contractor shall be responsible for maintaining shrub beds in accordance with best practices, including pruning, mulching, pest and weed control
- Landscaped beds shall be edged on the same schedule as concrete walks, curbs, foundations, etc.; only vertical/stick edgers shall be used, string trimmers are unacceptable
- Pruning
    - The goal is to prune shrubs and vegetation to maintain a natural appearance
    - Some shrubs/small trees, such as, but not limited to, Vitex or Crape Myrtle may require frequent removal of suckers to maintain a clean appearance and allow vehicular or pedestrian visibility; in such cases the Traffic Engineering Department will make this determination
    - Selective pruning may be required when vegetation interferes with vehicular or pedestrian traffic
    - Major tree pruning shall remain the responsibility of the City
    - Contractor is responsible for minor tree pruning in accordance with International Society of Arboriculture best practices, limiting pruning to limbs no larger than 3 inches in diameter; the objective shall be to maintain a mowing and pedestrian clear zone of 8 feet above turf grade
    - Any limbs or clippings that result from pruning shall be removed and disposed of by the contractor
- Mulch
    - Contractor shall mulch landscaped areas using either ground pine bark maintained at a depth of 4" or clean, fresh, longleaf pinestraw every 3 months equivalent to 1 bale per 50 square feet
    - If the bed is in an area with a slope or subject to flooding where it will wash or float away, then ground pine bark is not an option

    - The first application of mulch shall be applied within 30 days of contract approval
- Beds shall be kept free of weeds either manually, mechanically, by using pre and/or post emergent herbicides or a combination of these options; non-selective herbicides shall not be used outside of the bed areas other than on concrete and hardscapes
- Vines, seedlings, suckers (i.e. any undesirable vegetation) shall be removed as necessary
- Herbicide Use on Mulched Areas or Beds
    - A pre-approved, herbicide may be used for the purpose of weed control
    - If herbicides are used, contractor shall have a Pesticide License or be authorized to apply pesticides under a licensed applicator
    - Contractor must wear all required PPE and follow label instructions
    - A copy of the SDS sheet and label must be present whenever the herbicide is being used
    - A Daily Pesticide Application Sheet must be kept and submitted for each billing cycle and upon request
    - Any vegetation, including shrubs, trees and turf, damaged by herbicides must be replaced
    - Certain ornamental grasses and other specific vegetation are highly sensitive to herbicides and should never come into contact with them; even the mist from herbicides being used in the vicinity can cause damage or kill certain vegetation through drift
- Insect or disease control
    - Contractor shall monitor vegetation for signs of insects or disease
    - If detected, after consultation with the City, contractor shall be responsible for applying the appropriate treatment
    - The objective is to treat vegetation before damage occurs
- Irrigation Systems
    - If the landscaped area has an irrigation system, the City shall be responsible for controlling the irrigation system at a frequency recommended by the contractor
    - The City shall be responsible for making any necessary repairs to the irrigation system, unless the damage is caused by the contractor, in which case the contractor is responsible for the repair, doing so within five days of the report of damage; in this case the contractor shall repair the system using equal parts, restoring it to its original condition
- Events/Mardi Gras/Damage
    - Contractor shall document any damage or wear and tear related to an event, including a traffic event, vandalism, etc., and notify the City via text message or email, sending pictures if possible
    - In an effort to protect the vegetation, City may opt to erect barricades or other protection measures during events

Bedding Plants

- There are beds where annual or perennial bedding plants are required to be planted at:
  - Gulfquest/Cruise Terminal
- Contractor is required to replant these beds four times per year:
  - Summer: between July 1-15
  - Fall: between September 1-15
  - Winter: between November 1-15
  - Spring: April 1-15
- Plant selection:
  - Plant variety is at the discretion of the Contractor as long as:
    - Plants shall be selected for their blooming characteristics
    - Plant size shall be appropriate for the space
    - Plants may be one variety or more than one variety
    - If more than one variety is used, colors and design/layout shall be harmonious and complimentary
- Contractor is required to maintain the health and vigor of these beds, including:
  - Pruning as necessary
  - Replacing dead/missing plants as necessary
  - Treating the plants with fungicides, insecticides, or other pesticides as needed
  - Weed control as necessary
- Contractor shall notify the City of any irrigation system adjustments necessary to maintain the health and vigor of the plantings

Perennial Rye Grass

- Contractor is required to seed all lawn areas at the DAR House and Oakleigh House with Perennial Ryegrass
- Seeding will be done in accordance with best practices including time (usually mid-late October/early November) and rate
- If the seed does not germinate the Contractor will be responsible for reseeding until a uniform stand of Rye is established

Leaf Removal

- For a period of time in the spring leaf drop will be so extensive that mulching with a mower will not be possible; at this time it will be necessary to manually remove the leaves and dispose of them off site
- This is usually in the March/April time frame and it occurs in areas where Live Oaks are the predominant tree

Plant Replacements

- Contractor shall notify the City if any shrubs/vines/trees are in need of replacement and provide a cost to replace such plants, including labor and materials
- City shall reserve the right to approve such submittals or, at City discretion, opt to take no action or replace the material using City resources

Fire Ants
At each visit, Contractor shall treat all visible ant mounds with an insecticide approved for Fire Ant control

Herbicides

- A Pre-approved, non-selective herbicide may be used only for the purpose of spraying vegetation growing in cracks, gutters, joints, expansion joints in concrete and/or asphalt
- Contractor must wear all required PPE and follow label instructions
- A copy of the MSDS sheet and label must be present whenever the herbicide is being used
- A Daily Pesticide Application Sheet must be kept and submitted for each cycle and upon request

Miscellaneous

- Contractor shall have a designated contact and an alternate who is available during work hours; City shall do the same
- Contractor shall notify the designated City contact(s) using e-mail or text message when starting and completing a street. Phone calls or voice mail is insufficient. An inspection will not be performed until the City is properly notified, potentially allowing vegetation to grow or litter to accumulate, which would require the contractor to revisit the site before payment is released.
- When notifying City contact of the completion of a cycle, contractor shall submit the Daily Pesticide Application Sheet listing any herbicides used for that cycle
- In the event that rain disrupts the schedule, weather records should be noted on the submitted schedule to explain any variances in mowing cycle times; payment shall not be made for a missed operation
- Unless explained by the aforementioned weather records, if the cycle time exceeds the specified number of days the contractor may be penalized 2% of the total cost of that cycle per day that the cycle time is exceeded
- All specifications must be met before payment is released for a maintenance cycle
- Any initial cleanup is included in the bid price.
- This contract ends on (INSERT DATE) and is for a maximum of 38 cycles (if the contractor is not asked to extend a cycle)

- In the event that concrete or paved areas are included in the contract area, litter shall be removed and vegetation removed and/or treated with a non-selective herbicide at the same time that mowing operations are done for that facility
- City may inspect job site at any time
- Contract employees shall be courteous to the public at all times
- Equipment operators shall yield to pedestrians and avoid disrupting vehicular activity
- Contract employees shall be neat and well groomed and shall wear identifiable uniforms
- Work may be performed during daylight hours (dawn to dusk)
- Work must be scheduled to avoid working on days when events or activities are scheduled. For example, cruise days, weddings, large meetings, etc. If changes are necessary without notice, the contractor will not be penalized for a late cycle.
- Not all areas are accessible to the public at the Cruise Terminal and staff are required to notify Cruise Terminal staff to gain entry; they will be monitored while working in these areas
- Clippings, vegetation, or any other debris shall not be blown or deposited in storm drains or any other drainage structure; such debris shall be removed from all hard surfaces, including asphalt, concrete, roadways, drainage structures, culverts, etc.; this includes old debris
- Tree pruning shall remain the responsibility of the City
- Except as noted, the use of pesticides, including herbicides, insecticides, and fungicides shall not be permitted without prior approval
- Limbs and other debris shall be removed from the site and disposed in accordance with the mowing schedule for each designated area
- Contractor shall immediately report any problems such as broken or missing storm drain covers, etc.

Safety

- Contractor shall comply with all applicable OSHA rules and regulations.
- Contractor shall comply with all City of Mobile safety rules and regulations.
- Contractor shall provide effective safety training to employees.
- Contractor shall designate a "competent person" at each work site who has the responsibility and authority to stop work until all safety conditions are met.
- All equipment guards must be in place
- Contractor to take all reasonable precautions to ensure the safety of passing

motorists, vehicles, pedestrians and property; the contractor shall be liable for any and all damage to passing vehicles, property or injuries resulting from their work.

- Safety glasses shall be worn when operating power equipment and whenever there is an exposure to an eye injury (including hand sawing, clipping, use of fuels or other chemicals, etc.); hearing protection is recommended when operating power equipment
- Cell phones, earphones, and Bluetooth devices shall not be used when operating equipment or performing other duties
- The Parks Department has the authority to stop any contract operations that are thought to be hazardous; operations must cease until corrective actions are taken
- Spill control measures shall be in place in the event of a hazardous material spill; appropriate actions shall be taken in the event of a spill; contractor shall notify City in the event of a spill
- Contractor shall have a Pesticide License or be authorized to apply pesticides under a licensed applicator if required by State law
- Failure to comply with safety issues may result in contract termination.
- Contractor shall notify the City of Mobile of any incidents reported to them.

Daily Pesticide Application Sheet											
Name of Property	Date	Time	Chemical Name	EPA Registration Number	RainFall Imminent? Y or N	Wind	Within 25 ft. of Storm Drain?	Rate	Mixed Amount Used Liquid (in gallons)	Mixed Amount Used Dry (in pounds)	Name of Applicator

OFFICE OF SUPPLIER DIVERSITY

CITY OF MOBILE

Disadvantaged Business Enterprise (DBE)

Compliance Form

Instructions: City of Mobile Mun. Code Sec 14-2 requires that the city in all contracts shall make every reasonable effort to require that the contractors have at least fifteen percent participation by socially and economically disadvantaged individuals or that fifteen percent of the value of city contracts shall be awarded to qualified contractors who are socially and economically disadvantaged.

This form asks for your intentions to meet the city's disadvantaged business enterprise and person requirements as a potential contractor for the city of Mobile. For purposes of this form, disadvantaged individuals or enterprises include persons or small-business-enterprise owners who are women, members of a racial minority, or disabled military veterans.

BIDDERS: Please complete the following and submit with your bid. Failure to complete and submit this form will render your bid as non-responsive.

RFP/RFQ/Bid/Solicitation/Other # 6027 Bid/Proposal Amount $ 48,264.46 Date: 02 /26 /26

Description, Landscape Maintenance

Name of Bidder/Proposer: Rotolo Consultants, Inc.

I intend to use the following DBE subcontractors: (Attach additional pages if necessary)

DBE FIRM & NAME of DBE	PHONE	SOURCE OF CERTIFICATION	Scope of Work to be performed by the DBE	VALUE of PROPOSED CONTRACT with DBE	% OF TOTAL CONTRACT	OFFICE VERIFICATION ONLY
1.				$	%	
2.				$	%	
3.				$	%	
4.				$	%	
5.				$	%	

Please check the appropriate box (es):

☐ A percentage of __ % was met by using employees within my own company. The employees working on this project were comprised of the following:

Number of Employees on this project:_____

Ethnicity: White_____Black_____Hispanic_____ Other_____

Gender: Male_____Female_____

☒ I do not intend to use any DBE subcontractors or disadvantaged persons on this project. Please Explain. Total Contract value below $50,000. No, DBE needed to perform work.

IHEREBY CERTIFY THAT THE INFORMATION CONTAINED HEREIN IS TRUE AND CORRECT.

PRINT NAME: Brian Rotolo ; SIGNATURE: B. Rotolo, CFO TITLE Chief Financial Officer

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)

ROTOCON-04 LBOURGEOIS

ACORD

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 12/26/2025

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
World Insurance Associates, LLC
3636 South I-10 Service Road, Suite 100
Metairie, LA 70001

CONTACT NAME: Linda Bourgeois
PHONE (A/C, No, Ext): (504) 229-5274 242199 FAX (A/C, No):
E-MAIL ADDRESS: lindabourgeois@worldinsurance.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Arch Specialty Insurance Company	21199
INSURER B : MS Transverse Specialty Insurance Company	41807
INSURER C : Harleysville Insurance Company of NY	10674
INSURER D : Great American E & S Insurance Company	37532
INSURER E :	
INSURER F :	

INSURED
Rotolo Consultants, Inc.
38001 Brownsvillage Rd
Slidell, LA 70460-4875

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:			ZAGLB1104202	1/1/2026	1/1/2027	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 $ 300,000 $ 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			ZACAT1206902	1/1/2026	1/1/2027	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000,000 $ $ $
B	UMBRELLA LIAB X OCCUR X EXCESS LIAB CLAIMS-MADE DED RETENTION $			EMR0000085900	8/31/2025	8/31/2026	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		ZAWCI1058801	1/1/2026	1/1/2027	X PER STATUTE OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ 1,000,000 $ 1,000,000 $ 1,000,000
C	Excess Liability Lay			CRA0000142	1/1/2026	1/1/2027	Ea Occ/Aggregate	3,000,000
D	Pollution/Profession			PCM E566047 05	7/1/2025	7/1/2026	Aggregate Limit	2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
EXCESS POLICIES FOLLOW FORM IN RESPECTS TO GENERAL LIABILITY, AUTO LIABILITY AND WORKERS COMPENSATION.
Total Excess Limits: $6,000,000 - General Liability/Employers Liability
$9,000,000 - Commercial Automobile Liability
MS Transverse insurance Company Policy Term: 08/31/2025-2026 Policy # EM0000085900 $5,000,000 Limit Excess of:
- General Liability Arch Ins. Co. Policy # ZAGLB1104201 $1,000,000 Limit
- Commercial Auto Liability Arch Ins. Co. Policy # ZACAT1206901 $1,000,000 Limit
- Commercial Excess Auto Liability Harleysville Insurance Co. Policy # CRA000142 $3,000,000 Limit

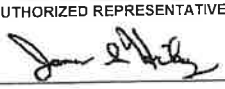
CERTIFICATE HOLDER

**** SAMPLE ****

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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Wes Allen
Secretary of State

P.O. Box 5616
Montgomery, AL 36103-5616

STATE OF ALABAMA

I, Wes Allen, Secretary of State of Alabama, having custody of the Great and Principal Seal of said State, do hereby certify that

the entity records on file in this office disclose that Rotolo Consultants, Inc. a Louisiana entity, qualified in the State of Alabama on January 10, 2005. The Alabama Entity Identification number for this entity is 000-929-087. I further certify that the records do not disclose that said qualification has been revoked, cancelled or terminated.

In Testimony Whereof, I have hereunto set my hand and affixed the Great Seal of the State, at the Capitol, in the city of Montgomery, on this day.

02/02/2026

Date

Wes Allen **Secretary of State**

STATE OF ALABAMA

BID LIMIT: U

AMOUNT: UNLIMITED

LICENSE NO.: 43807

TYPE: RENEWAL

State Licensing Board for General Contractors

THIS IS TO CERTIFY THAT

ROTOLO CONSULTANTS INC

SLIDELL, LA 70460

is hereby licensed a General Contractor in the State of Alabama and is authorized to perform the following type(s) of work:

BC: BUILDING CONSTRUCTION, HS-S: LITTER CONTROL, HS-S: MOWING, HS-S: ROW MAINTENANCE, MU-S: GRADING, MU-S: ROW MAINTENANCE, REP: RECIPROCITY STATE OF LOUISIANA, SC: FENCING, SC: LANDSCAPING, SP: SWIMMING POOLS

until **May 31, 2026** when this Certificate expires.

Witness our hands and seal of the Board, dated Montgomery, Ala.,

11th day of **June, 2025**

217824

Michael B. Tew SECRETARY-TREASURER

CHAIRMAN

PESTICIDE APPLICATOR PERMIT

Department of
AGRICULTURE &
INDUSTRIES

Alabama

Richard Beard Building
1445 Federal Drive
Montgomery, AL 36107

Pesticide Management ~ Certification Unit
Commercial: (334) 240-7240 ~ Private: (334) 240-7286
www.agi.alabama.gov/divisions/pesticide-management

CHARLES HOLLINGSWORTH

is certified as a

Commercial Applicator

Categories: GRD, OTPS, ROW

Expiration: 3/28/2026

Permit #: 2004088



ROTOLO CONSULTANTS INCORPORATED
38001 BROWNSVILLAGE RD., SLIDELL, LA 70460 PH. 985-643-2427 FAX 985-643-2691
WWW.ROTOLOCONSULTANTS.COM

We've estimated that with a crew of 4, our team would be able to complete services at each location within full day of work. Utilizing push mowers, 60 inch zero-turn mowers, steel-bladed edgers, back-pack blowers, and z-sprayers as well as various small tools. We've estimated the total man hours needed to complete the work be under 25 total man hours, giving our crew of 4 just under 6 working hours to complete all locations in a given cycle.

Thanks,

Daniel McQuary
Maintenance Estimator

Rotolo Consultants, Inc.

Form **W-9**
(Rev. March 2024)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

Go to *www.irs.gov/FormW9* for instructions and the latest information.

Give form to the requester. Do not send to the IRS.

Before you begin. For guidance related to the purpose of Form W-9, see *Purpose of Form*, below.

Print or type. See *Specific Instructions* on page 3.

1 Name of entity/individual. An entry is required. (For a sole proprietor or disregarded entity, enter the owner's name on line 1, and enter the business/disregarded entity's name on line 2.)

Rotolo Consultants, Inc.

2 Business name/disregarded entity name, if different from above.

3a Check the appropriate box for federal tax classification of the entity/individual whose name is entered on line 1. Check only **one** of the following seven boxes.

☐ Individual/sole proprietor ☑ C corporation ☐ S corporation ☐ Partnership ☐ Trust/estate

☐ LLC. Enter the tax classification (C = C corporation, S = S corporation, P = Partnership) . . . . .

Note: Check the "LLC" box above and, in the entry space, enter the appropriate code (C, S, or P) for the tax classification of the LLC, unless it is a disregarded entity. A disregarded entity should instead check the appropriate box for the tax classification of its owner.

☐ Other (see instructions)

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any) 5

Exemption from Foreign Account Tax Compliance Act (FATCA) reporting code (if any)

(Applies to accounts maintained outside the United States.)

3b If on line 3a you checked "Partnership" or "Trust/estate," or checked "LLC" and entered "P" as its tax classification, and you are providing this form to a partnership, trust, or estate in which you have an ownership interest, check this box if you have any foreign partners, owners, or beneficiaries. See instructions . . . . . ☐

5 Address (number, street, and apt. or suite no.). See instructions.

38001 Brownsvillage Rd.

Requester's name and address (optional)

6 City, state, and ZIP code

Slidell, LA 70460

7 List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. See also *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number

			–			–				

or

Employer identification number

7	2	–	1	2	8	5	5	2	0

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and, generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here Signature of U.S. person [signature] CFO Date 1/27/2026

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to *www.irs.gov/FormW9*.

What's New

Line 3a has been modified to clarify how a disregarded entity completes this line. An LLC that is a disregarded entity should check the appropriate box for the tax classification of its owner. Otherwise, it should check the "LLC" box and enter its appropriate tax classification.

New line 3b has been added to this form. A flow-through entity is required to complete this line to indicate that it has direct or indirect foreign partners, owners, or beneficiaries when it provides the Form W-9 to another flow-through entity in which it has an ownership interest. This change is intended to provide a flow-through entity with information regarding the status of its indirect foreign partners, owners, or beneficiaries, so that it can satisfy any applicable reporting requirements. For example, a partnership that has any indirect foreign partners may be required to complete Schedules K-2 and K-3. See the Partnership Instructions for Schedules K-2 and K-3 (Form 1065).

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS is giving you this form because they

An official website of the United States government Here's how you know

My Company Profile

Company Information

Company Name
ROTOLO CONSULTANTS, INC

Doing Business As (DBA) Name
RCI

Company ID
228993

Enrollment Date
Jul 08, 2009

Employer Identification Number (EIN)
721285520

Unique Entity Identifier (UEI)

DUNS Number
182939475

Total Number of Employees
500 to 999

NAICS Code
238

Sector
Construction

Subsector
Specialty Trade Contractors

DEPARTMENT OF AGRICULTURE AND INDUSTRIES

STATE OF ALABAMA

ALABAMA PERMIT FOR PROFESSIONAL SERVICES

HORTICULTURAL BUSINESS LICENSE

LICENSE #: **2026 - 6000605**

LICENSED BUSINESS OPERATION CATEGORIES/TYPES: **OTPS, SLP**

THIS IS TO CERTIFY THAT

ROTOLO CONSULTANTS INC
6800 HIGHWAY 280 SUITE C
ALEXANDER CITY AL 35010

AL ACCOUNT ID: 000L6W

IS IN FULL COMPLIANCE WITH ALL APPLICABLE ALABAMA STATUTES AND IS AUTHORIZED TO ENGAGE IN THE ACTIVITIES AND PRACTICES PROVIDED FOR THEREIN.

ISSUED AT MONTGOMERY ALABAMA ON 08/20/2025

THIS LICENSE EXPIRES SEPTEMBER 30, 2026 UNLESS PREVIOUSLY REVOKED

OPERATOR: DENNIS A PRITCHETT JR, OTPS, SLP

OPERATOR: ENCARNACION RAMOS-SON, OTPS

JOE DEBROW JR
PROGRAM DIRECTOR

Rick Pate
Commissioner Of Agriculture And Industries

CITY OF MOBILE

BUSINESS LICENSE

Mobile, Alabama

POST IN A CONSPICUOUS PLACE - LICENSE IS NOT TRANSFERABLE

Issued to:

ROTOLO CONSULTANTS INC T02
38001 BROWNSVILLAGE ROAD
SLIDELL LA 70460

YEAR	LICENSE NO.
2025	118088
ISSUED	EXPIRES
1/26/2025	12/31/2025

237112 CONTRACTOR IRRIGATION/SPRINKLR
561730 LAWN AND GARDEN SERVICE(S)

Mauria P. King, Revenue Director
City of Mobile Revenue Department

www.cityofmobile.org/revenue

ROTOLO CONSULTANTS INC
SHELLY HENRY
38001 BROWNSVILLAGE RD
SLIDELL, LA 70460-4875

22 T19 P8621 153070

EXHIBIT B

Annual Cycles - 2026 shown

week beginning:	Number
April 27	1
May 4	2
Nat 11	3
May 18	4
May 25	5
June 1	6
June 8	7
June 15	8
June 22	9
June 29	10
July 6	11
July 13	12
July 20	13
July 27	14
August 3	15
August 10	16
August 17	17
August 24	18
August 31	19
September 7	20
September 14	21
September 21	22
September 28	23
October 5	24
October 12	25
October 19	

October 26	1
November 2	
November 9	2
November 16	
November 23	3
November 30	
December 7	4
December 14	
December 21	5
December 28	
January 5	6
January 12	
January 19	7
January 26	
February 2	8
February 9	
Feburary 16	9
February 23	
March 2	10
March 9	
March 16	11
March 23	
March 30	12
April 6	
April 13	13
April 20	

EXHIBIT C

FACILITY GROUNDS MAINTENANCE SERVICES

Gulfquest/Cruise Terminal	$ 14,349.84 Annually	$377.63 Per Cycle
DAR Museum	$ 13,445.22 Annually	$353.82 Per Cycle
Oakleigh House Museum	$ 14,768.27 Annually	$150.03 Per Cycle
Legislative Delegation	$ 5,701.12 Annually	$388.64 Per Cycle

EXHIBIT D

ROTOCON-04 CHIMEL

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 4/15/2026

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
World Insurance Associates, LLC
3636 South I-10 Service Road, Suite 100
Metairie, LA 70001

CONTACT NAME: Linda Bourgeois
PHONE (A/C, No, Ext): (504) 229-5274 242199 FAX (A/C, No):
E-MAIL ADDRESS: lindabourgeois@worldinsurance.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Arch Specialty Insurance Company	21199
INSURER B : MS Transverse Specialty Insurance Company	41807
INSURER C : Harleysville Insurance Company of NY	10674
INSURER D : Great American E & S Insurance Company	37532
INSURER E :	
INSURER F :	

INSURED
Rotolo Consultants, Inc.
38001 Brownsvillage Rd
Slidell, LA 70460-4875

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:			ZAGLB1104202	1/1/2026	1/1/2027	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 $ 300,000 $ 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			ZACAT1206902	1/1/2026	1/1/2027	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000,000 $ $ $
B	UMBRELLA LIAB X OCCUR X EXCESS LIAB CLAIMS-MADE DED RETENTION $			EMR0000085900	8/31/2025	8/31/2026	EACH OCCURRENCE AGGREGATE Prods/Comp Ops	$ 5,000,000 $ 5,000,000 $ 5,000,000
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N: Y N/A If yes, describe under DESCRIPTION OF OPERATIONS below		N/A	ZAWCI1058801	1/1/2026	1/1/2027	X PER STATUTE OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ 1,000,000 $ 1,000,000 $ 1,000,000
C	Excess Liability Lay			CRA0000142	1/1/2026	1/1/2027	Ea Occ/Aggregate	3,000,000
D	Pollution/Profession			PCM E566047 05	7/1/2025	7/1/2026	Aggregate Limit	2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
See Attached Acord 101

Subject to policy terms, conditions and exclusions; the Professional Equity Management & All PEM Managed Entities shall be included in blanket Additional Insured endorsement on a Primary and Non-Contributory basis in respects to General Liability (Additional Insured Form Includes Completed Operations), Automobile Liability, Pollution Liability, and Excess policies when required by written contract or agreement including a blanket Waiver of Subrogation in respects to General Liability, Automobile Liability, Pollution Liability, and Workers Compensation - subject to policy terms, conditions and exclusions; 30 Day Notice (10 Day for Non Payment of Premium) of Cancellation shall be given in respects to the General Liability, Auto Liability, Excess and Workers
SEE ATTACHED ACORD 101

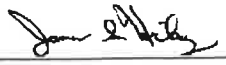
CERTIFICATE HOLDER

City of Mobile
205 Government Street
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



ACORD 25 (2016/03)

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AGENCY CUSTOMER ID: ROTOCON-04 CHIMEL

LOC #: 1

ADDITIONAL REMARKS SCHEDULE

AGENCY World Insurance Associates, LLC	NAMED INSURED Rotolo Consultants, Inc. 38001 Brownsvillage Rd Slidell, LA 70460-4875 Saint Tammany
POLICY NUMBER SEE PAGE 1	
CARRIER SEE PAGE 1 / NAIC CODE: SEE P 1	EFFECTIVE DATE: SEE PAGE 1

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: ACORD 25 FORM TITLE: Certificate of Liability Insurance

Description of Operations/Locations/Vehicles:
Compensation policies referenced above; excess is follow form of underlying liabilities; Workers compensation includes blanket alternate employer; All as required by written contract subject to policy terms conditions and exclusions .

ACORD 101 (2008/01)

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INSURANCE STANDARD SERVICE CONTRACT

For the term of this Agreement, Contractor shall acquire and maintain in full force and effect the following liability and comprehensive insurance, ***which such insurance shall be endorsed to name the City of Mobile as an additional insured,*** and shall attach to this contract as proof thereof a certificate of insurance issued by an agent licensed and qualified to do business in the State of Alabama:

On or before the inception of this Agreement, and annually thereafter for the duration of this Agreement (or longer if stated otherwise), Contractor and/or any subcontractors shall maintain the following insurance policies on a primary and non-contributing basis.

WORKER'S COMPENSATION/EMPLOYER'S LIABILITY:

Regardless of any "minimum requirements" of the State of Alabama, Contractor shall obtain Workers' Compensation insurance covering all workers involved in the Project. Where applicable, U.S. Longshore and Harbor Workers Compensation Act Endorsement and/or Maritime Coverage Endorsement shall be attached to the policy.

COMMERCIAL GENERAL LIABILITY:

Contractor shall also obtain Commercial General Liability insurance coverage including premises, products and complete operations coverage with the following minimums:

- $1,000,000 each occurrence (combined single limit for bodily injury and property damage)
- $1,000,000 Products/Completed Operations aggregate
- $1,000,000 Bodily Injury per person/organization
- $2,000,000 general aggregate per project

AUTOMOBILE LIABILITY:

Contractor shall also obtain a minimum of $1,000,000 combined single limit coverage per accident, including owned, hired and non-owned automobiles. *(If Contractor does not own an automobile, but one is used in the execution of the contract, then only "hired and non-owned coverage" is required. If a vehicle is not used in the execution of the contract, then automobile coverage is not required.)*

PROFESSIONAL LIABILITY INSURANCE:

Contractor shall provide a certificate of professional liability insurance coverage naming the City of Mobile as an additional incurred. Coverage shall be at a minimum, $1,000,000.00 per event.

COMMERCIAL UMBRELLA LIABILITY:

Contractor shall also obtain Umbrella Liability over and above the limits of liability required in the Employers Liability, General Liability, Automobile Liability, and Professional Error and Omissions *(if required)* policies. The Umbrella coverage form will be at least as broad as the underlying policies. The Additional Insureds requirements of underlying policies shall also be met by the Umbrella. The Umbrella limits shall be sufficient so that the sum of the underlying and Umbrella limits shall be at least $2,000,000 per line of coverage.

CERTIFICATES OF INSURANCE

Contractor and/or any Subcontractor shall provide City of Mobile with valid certificates of insurance within two (2) days from the date of issuance of contract forms for execution verifying said insurance requirements have been met. Attached to each certificate of insurance, shall be a copy of the Additional Insured Endorsement that is part of the Contractor/Subcontractor's Commercial General Liability Policy. Policies must be issued by companies with an A.M. Best rating of A-VII or better. All deductibles or Self- Insured Retentions for each policy shall not exceed $10,000 unless otherwise indicated by City of Mobile. The Description section of the Certificate shall contain reference to the Project name. The Contractor shall ensure that each Subcontractor complies with the terms of this Section.

ADDITIONAL INSUREDS

These liability policies shall endorse City of Mobile as an **Additional Insured**. Coverage for City of Mobile and their officers, directors and employees as additional insureds shall be provided by a policy provision or by an endorsement providing coverage at least as broad as Insurance Service Office (ISO) Additional Insured endorsement from CG2010 1185 Form B, or CG2010 1001 in conjunction with CG2037 1001, or an equivalent form that provides Additional Insured status for Products and Completed Operations. Forms that are limited to "liability arising out of your ongoing operations" or that do not extend to Products and Completed Operations are not acceptable. Should a separate excess and/or umbrella liability policy be used to satisfy the above required limits, said policy will also be endorsed to include the contractor, owner et al. as an additional insured. Additionally, Contractor agrees to continue to procure and maintain liability insurance coverage meeting these requirements for the statutory limitation of claims (or statute of repose, if applicable) after the Project completion.

The policies shall be endorsed to stipulate that the insurance afforded the additional insureds shall apply as primary insurance and that any other insurance or self-insurance maintained by City of Mobile shall be excess only and shall not be called upon to contribute with this insurance. A copy of each endorsement shall

be attached to the Certificate of Insurance. The Certificate shall indicate the Certificate Holder as:

City of Mobile
P.O. Box 1827
Mobile, AL 36633

INSURANCE REQUIREMENTS FOR SUB-SUBCONTRACTORS

Contractor shall ensure that its subcontractors of any tier shall procure and maintain insurance that complies with the requirements set forth in this Attachment A, including the additional insured, primary and non-contributory and waiver of subrogation requirements. Copies of the certificate(s) must be provided prior to the sub-subcontractors entering the site.

CANCELLATION

Each policy shall be endorsed to provide that the insurance company agrees that the policy shall not be modified, canceled, changed, allowed to lapse, or expire for any reason without at least thirty (30) days written notice to City of Mobile. Not less than two (2) weeks prior to the expiration, cancellation, or termination of any such policy, the Contractor/Subcontractor shall supply City of Mobile with a new and replacement certificate of insurance and Additional Insured endorsement as proof of renewal of said original policy. Said new and replacement endorsements shall be similarly endorsed in favor of City of Mobile and City of Mobile's parties as set forth above.

WAIVER OF SUBROGATION

Contractor shall waive its right to subrogation on each of the policies herein. If any of the policies do not permit the insured to enter into a pre-loss waiver, or voids coverage because of same, then this Waiver of Subrogation requirement shall not apply and Contractor shall obtain a Waiver of Transfer of Rights of Recovery Against Others, or its equivalent.

Insurance required by this Agreement shall be as broad as necessary to support the indemnification requirement in said contract or as broad as the indemnitor's insurance coverage, whichever is broader.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

NOTICE OF CANCELLATION – CERTIFICATE HOLDERS (SPECIFIED DAYS)

The person(s) or organization(s) listed or described in the Schedule below have requested that they receive written notice of cancellation when this policy is cancelled by us. We will mail or deliver to the Person(s) or Organization(s) listed or described in the Schedule a copy of the written notice of cancellation that we sent to you. If possible, such copies of the notice will be mailed at least **60** days, except for cancellation for non-payment of premium which will be mailed 10 days, prior to the effective date of the cancellation, to the address or addresses of certificate holders as provided by your broker or agent.

Schedule

Person(s) or Organization(s) including mailing address:

All certificate holders where written notice of the cancellation of this policy is required by written contract, permit or agreement with the Named Insured and whose names and addresses will be provided by the broker or agent listed in the Declarations Page of this policy for the purposes of complying with such request.

This notification of cancellation of the policy is intended as a courtesy only. Our failure to provide such notification to the person(s) or organization(s) shown in the Schedule will not extend any policy cancellation date nor impact or negate any cancellation of the policy. This endorsement does not entitle the person(s) or organization(s) listed or described in the Schedule above to any benefit, rights or protection under this policy.

Any provision of this endorsement that is in conflict with a statute or rule is hereby amended to conform to that statute or rule.

All other terms and conditions of this policy remain unchanged.

Endorsement Number:

Policy Number: ZAWCI1058801

Named Insured: ROTOLO CONSULTANTS, INC.

This endorsement is effective on the inception date of this Policy unless otherwise stated herein:

Endorsement Effective Date: 01-01-26

POLICY NUMBER: ZAWCI1058801

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

This agreement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

Schedule

ANY PERSON OR ORGANIZATION WHERE WAIVER OF OUR RIGHT TO RECOVER IS PERMITTED BY LAW AND IS REQUIRED BY WRITTEN CONTRACT PROVIDED SUCH CONTRACT WAS EXECUTED PRIOR TO DATE OF LOSS.

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 01/01/2026 Policy No. ZAWCI1058801 Endorsement No.
Insured ROTOLO CONSULTANTS, INC. Premium INCL.
Insurance Company ARCH INSURANCE COMPANY

Countersigned By _____

DATE OF ISSUE: 01-06-26

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

NOTICE OF CANCELLATION – CERTIFICATE HOLDERS (SPECIFIED DAYS)

The person(s) or organization(s) listed or described in the Schedule below have requested that they receive written notice of cancellation when this policy is cancelled by us. We will mail or deliver to the Person(s) or Organization(s) listed or described in the Schedule a copy of the written notice of cancellation that we sent to you. If possible, such copies of the notice will be mailed at least 30 days, except for cancellation for non-payment of premium which will be mailed 10 days, prior to the effective date of the cancellation, to the address or addresses of certificate holders as provided by your broker or agent.

Schedule

Person(s) or Organization(s) including mailing address:

All certificate holders where written notice of the cancellation of this policy is required by written contract, permit or agreement with the Named Insured and whose names and addresses will be provided by the broker or agent listed in the Declarations Page of this policy for the purposes of complying with such request.

This notification of cancellation of the policy is intended as a courtesy only. Our failure to provide such notification to the person(s) or organization(s) shown in the Schedule will not extend any policy cancellation date nor impact or negate any cancellation of the policy. This endorsement does not entitle the person(s) or organization(s) listed or described in the Schedule above to any benefit, rights or protection under this policy.

Any provision of this endorsement that is in conflict with a statute or rule is hereby amended to conform to that statute or rule.

All other terms and conditions of this policy remain unchanged.
Endorsement Number:

Policy Number: ZACAT1206902

Named Insured: ROTOLO CONSULTANTS, INC.

This endorsement is effective on the inception date of this Policy unless otherwise stated herein:

Endorsement Effective Date: 01-01-26

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EARLIER NOTICE OF CANCELLATION PROVIDED BY US

This endorsement modifies insurance provided under the following:

AUTO DEALERS COVERAGE FORM
BUSINESS AUTO COVERAGE FORM
MOTOR CARRIER COVERAGE FORM

SCHEDULE

Number of Days' Notice 60

(If no entry appears above, information required to complete this Schedule will be shown in the Declarations as applicable to this endorsement.)

For any statutorily permitted reason other than nonpayment of premium, the number of days required for notice of cancellation, as provided in paragraph 2. of either the CANCELLATION Common Policy Condition or as amended by applicable state cancellation endorsement, is increased to the number of days shown in the Schedule above.

All other terms and conditions of this Policy remain unchanged.

Endorsement Number:

Policy Number: ZACAT1206902

Named Insured: ROTOLO CONSULTANTS, INC.

This endorsement is effective on the inception date of this Policy unless otherwise stated herein:

Endorsement Effective Date: 1/1/2026

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – DESIGNATED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

AUTO DEALERS COVERAGE FORM
BUSINESS AUTO COVERAGE FORM
MOTOR CARRIER COVERAGE FORM

SCHEDULE

Name of Person(s) or Organization(s):
BY WRITTEN CONTRACT OR AGREEMENT

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

Under **Covered Autos Liability Coverage**, the **Who is An Insured** provision is amended to include as an "insured" the person(s) or organization(s) named in the Schedule above, but only with respect to their legal liability for your acts or omissions or acts or omissions of any person for whom **Covered Auto Liability Coverage** is afforded under this policy.

All other terms and conditions of this Policy remain unchanged.

Endorsement Number:

Policy Number: ZACAT1206902

Named Insured: ROTOLO CONSULTANTS, INC.

This endorsement is effective on the inception date of this Policy unless otherwise stated herein:

Endorsement Effective Date: 1/1/2026

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

PRIMARY AND NON-CONTRIBUTING INSURANCE ENDORSEMENT - DESIGNATED CONTRACT(S)

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM
GARAGE COVERAGE FORM

SCHEDULE

Designated Contract(s): AS AGREED PER WRITTEN CONTRACT OR WRITTEN AGREEMENT

With respect to the contract(s) designated in the Schedule above, it is agreed that the following subparagraph **e.** is added to **SECTION IV - BUSINESS AUTO CONDITIONS**, Paragraph **B. 5.** and **SECTION V – GARAGE CONDITIONS,** Paragraph **B. 5.**

5. Other Insurance

e. With respect to **SECTION II - LIABILITY COVERAGE**, where you are specifically required by a written contract designated in the Schedule above to provide insurance that is primary and non-contributory, and the written contract designated in the Schedule above so requiring is executed by you before any "accident", this insurance will be primary and the other insurance will not contribute with this insurance, but only to the extent required by that written contract.

All other terms and conditions of this Policy remain unchanged.

Endorsement Number:

This endorsement is effective on the inception date of this policy unless otherwise stated herein.

(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Policy Number: ZACAT1206902

Named Insured: ROTOLO CONSULTANTS, INC.

Endorsement Effective Date: 01/01/2026

POLICY NUMBER: ZACAT1206902

COMMERCIAL AUTO
CA 20 01 03 06

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

LESSOR – ADDITIONAL INSURED AND LOSS PAYEE

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM
BUSINESS AUTO PHYSICAL DAMAGE COVERAGE FORM
GARAGE COVERAGE FORM
MOTOR CARRIER COVERAGE FORM
TRUCKERS 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:
Endorsement Effective Date:
Countersignature Of Authorized Representative
Name:
Title:
Signature:
Date:

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SCHEDULE

Insurance Company:	ARCH INSURANCE COMPANY		
Policy Number:	ZACAT1206902	**Effective Date:**	01-01-2026
Expiration Date:	01-01-2027		
Named Insured:	ROTOLO CONSULTANTS, INC.		
Address:	38001 BROWNSVILLAGE ROAD SLIDELL LA 70460-		
Additional Insured (Lessor): Address:	ANY PERSON OR ORGANIZATION THAT YOU HAVE AGREED IN WRITTEN CONTRACT THAT SUCH PERSON OR ORGANIZATION IS AN ADDITIONAL INSURED ON THIS POLICY		
Designation Or Description Of 'Leased Autos":	ANY LEASED AUTO AS DEFINED IN E. ADDITIONAL DEFINITIONS BELOW		

Coverages	Limit Of Insurance
Liability	$ 1,000,000 Each "Accident"
Comprehensive	Actual Cash Value Or Cost Of Repair Whichever Is Less, Minus $ 250 Deductible For Each Covered "Leased Auto"
Collision	Actual Cash Value Or Cost Of Repair Whichever Is Less, Minus $ 500 Deductible For Each Covered "Leased Auto"
Specified Causes Of Loss	Actual Cash Value Or Cost Of Repair Whichever Is Less, Minus Deductible For Each Covered "Leased Auto"

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

A. Coverage

1. Any "leased auto" designated or described in the Schedule will be considered a covered "auto" you own and not a covered "auto" you hire or borrow.
2. For a "leased auto" designated or described in the Schedule, **Who Is An Insured** is changed to include as an "insured" the lessor named in the Schedule. However, the lessor is an "insured" only for "bodily injury" or "property damage" resulting from the acts or omissions by:
   - **a.** You;
   - **b.** Any of your "employees" or agents; or
   - **c.** Any person, except the lessor or any "employee" or agent of the lessor, operating a "leased auto" with the permission of any of the above.

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3. The coverages provided under this endorsement apply to any "leased auto" described in the Schedule until the expiration date shown in the Schedule, or when the lessor or his or her agent takes possession of the "leased auto", whichever occurs first.

B. Loss Payable Clause

1. We will pay, as interest may appear, you and the lessor named in this endorsement for "loss" to a "leased auto".
2. The insurance covers the interest of the lessor unless the "loss" results from fraudulent acts or omissions on your part.
3. If we make any payment to the lessor, we will obtain his or her rights against any other party.

C. Cancellation

1. If we cancel the policy, we will mail notice to the lessor in accordance with the Cancellation Common Policy Condition.
2. If you cancel the policy, we will mail notice to the lessor.
3. Cancellation ends this agreement.

D. The lessor is not liable for payment of your premiums.

E. Additional Definition

As used in this endorsement:

"Leased auto" means an "auto" leased or rented to you, including any substitute, replacement or extra "auto" needed to meet seasonal or other needs, under a leasing or rental agreement that requires you to provide direct primary insurance for the lessor.

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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:

Endorsement Effective Date:

SCHEDULE

Name(s) Of Person(s) Or Organization(s):
AS AGREED PER WRITTEN CONTRACT OR WRITTEN AGREEMENT

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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ALTERNATE EMPLOYER ENDORSEMENT

This endorsement applies only with respect to bodily injury to your employees while in the course of special or temporary employment by the alternate employer in the state named in the Schedule. Part One (Workers Compensation Insurance) and Part Two (Employers Liability Insurance) will apply as though the alternate employer is insured.

Under Part One (Workers Compensation Insurance) we will reimburse the alternate employer for the benefits required by the workers compensation law if we are not permitted to pay the benefits directly to the persons entitled to them.

The insurance afforded by this endorsement is not intended to satisfy the alternate employer's duty to secure its obligations under the workers compensation law. We will not file evidence of this insurance on behalf of the alternate employer with any government agency.

We will not ask any other insurer of the alternate employer to share with us a loss covered by this endorsement.

Premium will be charged for your employees while in the course of special or temporary employment by the alternate employer.

The policy may be canceled according to its terms without sending notice to the alternate employer.

Part Four (Your Duties If Injury Occurs) applies to you and the alternate employer. The alternate employer will recognize our right to defend under Parts One and Two and our right to inspect under Part Six.

Schedule

Alternate Employer	Address	State of Special or Temporary Employment
ANY REQUIRED BY WRITTEN CONTRACT EXECUTED PRIOR TO INJURY		

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 01/01/2026 Policy No. ZAWCI1058801 Endorsement No.

Insured ROTOLO CONSULTANTS, INC. Premium $ INCL.

Insurance Company ARCH INSURANCE COMPANY

Countersigned By _____

WC 00 03 01
(Ed. 4-84)
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POLICY NUMBER: ZAWCI1058800

ALTERNATE EMPLOYER ENDORSEMENT

This endorsement applies only with respect to bodily injury to your employees while in the course of special or temporary employment by the alternate employer in the state named in Item 2 of the Schedule. Part One (Workers Compensation Insurance) and Part Two (Employers Liability Insurance) will apply as though the alternate employer is insured. If an entry is shown in Item 3 of the Schedule the insurance afforded by this endorsement applies only to work you perform under the contract or at the project named in the Schedule.

Under Part One (Workers Compensation Insurance) we will reimburse the alternate employer for the benefits required by the workers compensation law if we are not permitted to pay the benefits directly to the persons entitled to them.

The insurance afforded by this endorsement is not intended to satisfy the alternate employer's duty to secure its obligations under the workers compensation law. We will not file evidence of this insurance on behalf of the alternate employer with any government agency.

We will not ask any other insurer of the alternate employer to share with us a loss covered by this endorsement.

Premium will be charged for your employees while in the course of special or temporary employment by the alternate employer.

The policy may be canceled according to its terms without sending notice to the alternate employer.

Part Four (Your Duties If Injury Occurs) applies to you and the alternate employer. The alternate employer will recognize our right to defend under Parts One and Two and our right to inspect under Part Six.

Schedule

1. **Alternate Employer** **Address**
   ANY REQUIRED BY WRITTEN CONTRACT
   EXECUTED PRIOR TO INJURY

2. **State of Special or Temporary Employment**
   LA

3. **Contract or Project**
   ANY IN LA AND ALL 3A STATES WHERE
   PERMITTED BY LAW

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 01/01/2026 Policy No. ZAWCI1058801 Endorsement No.

Insured ROTOLO CONSULTANTS, INC. Premium INCL.

Insurance Company ARCH INSURANCE COMPANY

Countersigned By _____

DATE OF ISSUE: 01/01/2026

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

NOTICE OF CANCELLATION – CERTIFICATE HOLDERS (SPECIFIED DAYS)

The person(s) or organization(s) listed or described in the Schedule below have requested that they receive written notice of cancellation when this policy is cancelled by us. We will mail or deliver to the Person(s) or Organization(s) listed or described in the Schedule a copy of the written notice of cancellation that we sent to you. If possible, such copies of the notice will be mailed at least 30 days, except for cancellation for non-payment of premium which will be mailed 10 days, prior to the effective date of the cancellation, to the address or addresses of certificate holders as provided by your broker or agent.

Schedule

Person(s) or Organization(s) including mailing address:

All certificate holders where written notice of the cancellation of this policy is required by written contract, permit or agreement with the Named Insured and whose names and addresses will be provided by the broker or agent listed in the Declarations Page of this policy for the purposes of complying with such request.

This notification of cancellation of the policy is intended as a courtesy only. Our failure to provide such notification to the person(s) or organization(s) shown in the Schedule will not extend any policy cancellation date nor impact or negate any cancellation of the policy. This endorsement does not entitle the person(s) or organization(s) listed or described in the Schedule above to any benefit, rights or protection under this policy.

Any provision of this endorsement that is in conflict with a statute or rule is hereby amended to conform to that statute or rule.

All other terms and conditions of this policy remain unchanged.
Endorsement Number:

Policy Number: ZAGLB1104202

Named Insured: ROTOLO CONSULTANTS, INC.

This endorsement is effective on the inception date of this Policy unless otherwise stated herein:

Endorsement Effective Date: 01-01-26

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

PER LOCATION OR PER PROJECT AGGREGATE LIMIT AND POLICY AGGREGATE LIMIT ENDORSEMENT

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

Schedule

☐	Per Location Aggregate Limit:	
☒	Per Project Aggregate Limit:	$2,000,000
Policy Aggregate Limit:		$2,000,000

A. For all sums which the insured becomes legally obligated to pay as damages caused by an "occurrence" under **SECTION I – COVERAGE A**, and for all medical expenses caused by accidents under **SECTION I – COVERAGE C**, which can be attributed only to ongoing operations at a single "location" or "project":

1. A separate Per Location Aggregate Limit applies to each "location" you own or rent if there is an "X" in the Per Location box of the **Schedule**, and that limit is equal to the corresponding amount shown in the **Schedule**.

2. A separate Per Project Aggregate Limit applies to each "project" at which you perform operations if there is an "X" in the Per Project box of the **Schedule**, and that limit is equal to the corresponding amount shown in the **Schedule**.

3. The Per Location Aggregate Limit or Per Project Aggregate Limit (whichever is applicable) is the most we will pay for the sum of all such damages under **COVERAGE A**, except damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard", and for medical expenses under **COVERAGE C** regardless of the number of:

   a. Insureds;

   b. Claims made or "suits" brought; or

   c. Persons or organizations making claims or bringing "suits".

4. Any payments made under **COVERAGE A** for damages or under **COVERAGE C** for medical expenses shall reduce the Per Location or Per Project Aggregate Limit (whichever is applicable) for that "location" or "project". Such payments shall not reduce the General Aggregate Limit shown in the Declarations nor shall they reduce any other Per Location or Per Project Aggregate Limit for any other "location" or "project".

5. The limits shown in the Declarations for Each Occurrence and for Damage To Premises Rented To You continue to apply. However, instead of being subject to the General

Aggregate Limit shown in the Declarations, such limits will be subject to the applicable Per Location or Per Project Aggregate Limit.

B. For all sums which the insured becomes legally obligated to pay as damages because of "bodily injury" or "property damage" to which this insurance applies and which cannot be attributed only to ongoing operations at a single "location" or "project":

1. Any payments made for such damages shall reduce the amount available under the General Aggregate Limit or the Products-Completed Operations Aggregate Limit, whichever is applicable; and

2. Such payments shall not reduce any Per Location or Per Project Aggregate Limit.

C. When coverage for liability arising out of the "products-completed operations hazard" is provided, any payments for damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard" will be subject to and reduce the Products-Completed Operations Aggregate Limit, and not reduce the General Aggregate Limit nor any Per Location Aggregate Limit or Per Project Aggregate Limit.

D. The Policy Aggregate Limit shown in the **Schedule** is the most we will pay under this policy for the sum of all damages under Coverage **A.** and Coverage **B.**, and Medical Expenses under Coverage **C.** The General Aggregate Limit, the Products-Completed Operations Aggregate Limit, and the Per Location Aggregate Limit(s) or Per Project Aggregate Limit(s) (whichever is applicable) are all subject to the Policy Aggregate Limit.

E. The provisions of **SECTION III – LIMITS OF INSURANCE** not otherwise modified by this endorsement shall continue to apply as stipulated.

F. For the purposes of this endorsement, **SECTION V – DEFINITIONS** is amended to include the following additional definitions:

"Location" means premises involving the same or connecting lots, or premises whose connection is interrupted only by a street, roadway, waterway or right-of-way of a railroad.

"Project" means construction project. If the applicable construction project has been abandoned, delayed, or abandoned and then restarted, or if the authorized contracting parties deviate from plans, blueprints, designs, specifications or timetables, the project will still be deemed to be the same construction project.

All other terms and conditions of this Policy remain unchanged.

Endorsement Number:

This endorsement is effective on the inception date of this policy unless otherwise stated herein.

The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Policy Number: ZAGLB1104202

Named Insured: ROTOLO CONSULTANTS, INC.

Endorsement Effective Date: 01/01/2026

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

PRIMARY AND NONCONTRIBUTORY – OTHER INSURANCE CONDITION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
LIQUOR LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

The following is added to the **Other Insurance** Condition and supersedes any provision to the contrary:

Primary And Noncontributory Insurance

This insurance is primary to and will not seek contribution from any other insurance available to an additional insured under your policy provided that:

(1) The additional insured is a Named Insured under such other insurance; and

(2) You have agreed in writing in a contract or agreement that this insurance would be primary and would not seek contribution from any other insurance available to the additional insured.

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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
ALL PARTIES WHERE REQUIRED BY A WRITTEN CONTRACT	All Locations

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

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A. Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to "bodily injury" or "property damage" occurring after:

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

C. With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
2. Available under the applicable limits of insurance;

whichever is less.

This endorsement shall not increase the applicable limits of insurance.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – COMPLETED OPERATIONS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)	Location And Description Of Completed Operations
ALL PARTIES WHERE REQUIRED BY A WRITTEN CONTRACT	All Locations

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

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A. **Section II – Who Is An Insured** is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury" 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.

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 DATE OF 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.

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EXHIBIT E

An official website of the United States government Here's how you know

My Company Profile

Company Information

Company Name
ROTOLO CONSULTANTS, INC

Doing Business As (DBA) Name
RCI

Company ID
228993

Enrollment Date
Jul 08, 2009

Employer Identification Number (EIN)
721285520

Unique Entity Identifier (UEI)

DUNS Number
182939475

Total Number of Employees
500 to 999

NAICS Code
238

Sector
Construction

Subsector
Specialty Trade Contractors

BID TABULATION FOR BID #6027
FOR
FACILITY GROUNDS MAINTENANCE SERVICE
PRICE PER SERVICE

	LA GROUP LLC	GBM3 INC LAND-SCAPING	ROTOLO CONSUL-TANTS	GAINES UTILITY CONSTR. CO. LLC	MAJOR LEAGUE LAND-SCAPING	B&B LAWN/ LAND-SCAPING	HUGHES 360 SERVICES LLC	BAY LAND-SCAPING
GULFQUEST/ CRUISE TERMINAL	$5000.00 ea.	$578.95 ea.	$377.63 ea.	$1,700.00 ea.	$969.94 ea.	$1,223.03 ea.	$950.00 ea.	$743.51 ea.
DAR MUSEUM	$1500.00 ea.	$500.00 ea.	$353.82 ea.	$1,625.00 ea.	$543.42 ea.	$998.55 ea.	$375.00 ea.	$165.40 ea.
OAKLEIGH HOUSE MUSEUM	$2500.00 ea.	$200.00 ea.	$150.03 ea.	$1,300.00 ea.	$697.37 ea.	$1811.13 Ea.	$450.00 ea.	$240.22 ea.
LEGISLATIVE DELEGATION	$1500.00 ea.	$263.16 ea.	$388.64 ea.	$1,270.00 ea.	$328.95 ea.	$200.00 ea.	$200.00 ea.	$165.40 ea.
NOTES						*NON-LOCAL VENDOR*	*HUGHES AWARDED AS 2ND LOWEST LOCAL VENDOR PREFERENCE*	*VENDOR WITHDREW BID*



CAPITAL CONTRACT SUMMARY SHEET

AGENDA ITEM SUMMARY SHEET

Agenda of: May 12, 2026

Submitted by:
Carleen Stout, Dep Dir-Real Estate/Asset Mgmt

Sponsored by:
Spiro Cheriogotis, Mayor

Purpose and Scope of Project:
Authorize contract amendment #2 with Volkert for additional construction administration services for Heroes Plaza; $145,682.68

Amount of Contract:
$145,682.68

Funding Source
C0607

ATTACHMENTS:
1. Resolution Heroes Plaza
2. PR-022-22 Amend K Volkert routing package

REVIEWERS:
Stacey Howard
Carleen Stout
Brenda Rhodes
Cherlina Monteiro
James Barber

RESOLUTION

Sponsored by Mayor Spiro N. Cheriogotis

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MOBILE, ALABAMA, that the Mayor and the City Clerk be, and they hereby are authorized and directed to execute and attest, respectively, for and on behalf of the City of Mobile, an Amendment #2 to the contract by and between the City of Mobile and the company listed below, for works outlined in the amendment attached hereto and made a part hereof as though set forth in full. A copy of said contract is on file in the office of the City Clerk.

Name of Company: Volkert, Inc.

Project Name: Heroes Plaza – Professional Services

Project Number: PR-022-22

Amount: $145,682.68 (Additional Amount)

Adopted:

_____

City Clerk

AMENDMENT REQUEST FORM

CITY OF MOBILE

TO FINANCE DEPT. 2500- FROM Architectural Engineering DEPT. 3030

DATE OF REQUEST: 04/15/2026

TYPE: Select One ☐(when money is available in project's budget; from project to contract)

VENDOR NAME: Volkert, Inc.

DISTRICT#: 2

DEPT. PROJECT#: PR-022-22

REQUEST: Please Add $145,682.68 from Capital Project#/Title:

C0607 - TIF SPORTS HOF CRTYD HEROES PL RENO

to contract# 4561.

Total amount requested: $145,682.68

Current contract amount: $184,337.96

Revised contract amount: $330,020.64

Comments: To amend the contract for additional professional service on project.

Marilyn Bullard

Employee signature

C. Stout

C. Stout (May 4, 2026 09:42:30 CDT)

Approval signature

Revised by B. Rhodes 1/6/2026

Volkert, Inc.
739 N. University Blvd.
Suite 200
Mobile, AL 36608
251-342-1070
www.volkert.com

March 30, 2026

VIA E-MAIL

Mrs. Carleen Stout
Real Estate Asset Management
City of Mobile
205 Government Street
Mobile, Alabama 36602

Volkert Project No: 1201239
Project Description: Heroes Plaza – Phase 1
Bid and Construction Services

RE: Amendment No. 2 – Supplemental Construction Administration Services

Dear Mrs. Stout:

Please find attached the proposed Amendment No. 2 to the Heroes Plaza Professional Services Contract (PR-022-22). Amendment No. 2 includes the additional construction administration services necessary to complete the construction of the project. The construction time exceeded the original contract timeline of 12 months by approximately 15 months. This contract was based on a construction time of 12 months.

In an effort to assist the City with completion of this project, the engineering team continued to provide construction administration services without an amendment to our contract. The time and expenses incurred beyond the original contract completion date were tracked and summarized.

Volkert, Inc. respectfully requests the City of Mobile amend the existing contract to cover the additional expenses incurred. Volkert requests an amendment in the amount of $145,682.68. A summary of the total contract services and associated costs is provided in Appendices A & B attached.

Amendment No. 2 is provided for review and acceptance.

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

C. Stout

C. Stout (Apr 27, 2026 09:19:13 CDT)

Signature

Carleen Stout, Director

Printed Name and Title

CONSULTANT:

Volkert, Inc.

Signature

Harold Z. Eubanks, P.E.

Printed Name and Title

OWNER:

City of Mobile

Office of the Mayor

Signature

Spiro N. Cheriogotis, Mayor

Printed Name and Title

ATTEST:

City of Mobile

City Clerk

Signature

Printed Name and Title

SEAL

VOLKERT

Volkert Project PR-022-22 amendment request form

Final Audit Report 2026-05-04

Created:	2026-04-27
By:	Dru Bishop (dru.bishop@cityofmobile.gov)
Status:	Signed
Transaction ID:	CBJCHBCAABAA5k2Q9dvXEuxODivEvcmkHQNGLWC9ANzi

"Volkert Project PR-022-22 amendment request form" History

Document created by Dru Bishop (dru.bishop@cityofmobile.gov)
2026-04-27 - 9:13:18 PM GMT- IP address: 76.8.254.3

Document emailed to carleen.stout@cityofmobile.gov for signature
2026-04-27 - 9:13:45 PM GMT

Email viewed by carleen.stout@cityofmobile.gov
2026-05-04 - 2:31:46 PM GMT- IP address: 104.47.64.254

Signer carleen.stout@cityofmobile.gov entered name at signing as C. Stout
2026-05-04 - 2:42:28 PM GMT- IP address: 76.8.254.3

Document e-signed by C. Stout (carleen.stout@cityofmobile.gov)
Signature Date: 2026-05-04 - 2:42:30 PM GMT - Time Source: server- IP address: 76.8.254.3

Agreement completed.
2026-05-04 - 2:42:30 PM GMT

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 Edgewood Partners Ins Center 3780 Mansell Rd. Suite 370 Alpharetta GA 30022	**CONTACT NAME:** Greyling COI Specialist **PHONE (A/C, No, Ext):** 770.756.6599 **FAX (A/C, No):** **E-MAIL ADDRESS:** greylingcerts@greyling.com
INSURED VOLKINC Volkert, Inc. 11 North Water Street Ste 18290 Mobile AL 36602	**INSURER(S) AFFORDING COVERAGE** / **NAIC #** **INSURER A :** National Union Fire Ins Co of Pittsburg 19445 **INSURER B :** New Hampshire Insurance Company 23841 **INSURER C :** Allied World Surplus Lines Insurance Co 24319 **INSURER D :** Endurance American Specialty Ins Co 41718 **INSURER E :** **INSURER F :**

COVERAGES **CERTIFICATE NUMBER:** 993793174 **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:			9894987	4/1/2026	4/1/2027	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG 	$ 2,000,000 $ 500,000 $ 25,000 $ 2,000,000 $ 4,000,000 $ 4,000,000 $
A D	**AUTOMOBILE LIABILITY** X ANY AUTO OWNED AUTOS ONLY SCHEDULED AUTOS X HIRED AUTOS ONLY X NON-OWNED AUTOS ONLY			2970073 EXT30083306201	4/1/2026 4/1/2026	4/1/2027 4/1/2027	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) excess auto CSL	$ 2,000,000 $ $ $ $ 1,000,000
A	**UMBRELLA LIAB** X OCCUR X **EXCESS LIAB** CLAIMS-MADE DED X RETENTION $ 10,000			019188301	4/1/2026	4/1/2027	EACH OCCURRENCE AGGREGATE 	$ 5,000,000 $ 5,000,000 $
B	**WORKERS COMPENSATION AND EMPLOYERS' LIABILITY** ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N: N **(Mandatory in NH)** If yes, describe under DESCRIPTION OF OPERATIONS below	N / A		WC067961222	4/1/2026	4/1/2027	X PER STATUTE OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ 1,000,000 $ 1,000,000 $ 1,000,000
C	Professional Liab incl Poll. Liab.			03129811	4/1/2026	4/1/2027	Per Claim Aggregate	$2,000,000 $2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Project: 1201239.000 Heroes Plaza – Bid & Constr Services City of Mobile is included as an Additional Insured in respect to General Liability and Umbrella Liability. All policies except workers compensation, shall be Primary and Non-contributory with any other insurance force or which may be purchased by Additional insured. Waiver of Subrogation applies in favor of City of Mobile with respect to General Liability, Automobile Liability, Umbrella Liability and Workers Compensation and Employer's Liability. 30 Day Notice of Cancellation non-renewal or material change shall apply (except 10 days for non-payment).

CERTIFICATE HOLDER

City of Mobile
205 Government St
Mobile AL 36633-0000

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

Gregg Bachtel

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ATTACHMENT A

SUMMARY OF TIME & EXPENSES BEYOND ORIGINAL CONTRACT SCOPE

FOR

AMENDMENT NO. 2

TO

HEROES PLAZA PHASE 1
BID & CONSTRUCTION ADMINISTRATION SERVICES

FOR

MOBILE ALABAMA

IN

DOWNTOWN MOBILE

PREPARED BY:

VOLKERT

739 N. University Blvd., Suite 200
Mobile, Alabama 36608

Volkert Project No: 1201239

Submission Date: March 16, 2026

PROJECT INTRODUCTION & SCOPE

AMENDMENT NO. 2: SUMMARY OF TIME AND EXPENSES INCURRED BEYOND ORIGINAL PROJECT SCOPE

Table 1 below summarizes Volkert's costs associated with the additional construction administration services needed to complete the construction of Heroes Plaza beyond the original project scope. Table 2 summarizes the total costs from Volkert and TSW combined. TSW costs are attached in Appendix B.

Table 1. Volkert Additional Cost Summary Table

Classification	Total Hours	Hourly Labor Rate
Staff 1 Professional	266.55	$39.94
Project Manager	220.00	$72.55
	Total Direct Labor	$26,607.01
	Combined Overhead (143.92%)	$38,292.80
	Total Labor + Overhead	$64,899.81
	Operating Margin (15%)	$9,734.97
	FCCM – Direct Labor Only (0.18%)	$47.89
	Total Costs (Volkert)	**$74,682.68**

Table 2. Total Fee Summary Table

Volkert, Inc.	$74,682.68
TSW	$71,000.00
Total	**$145,682.68**

ATTACHMENT B

SUBCONSULTANT PROPOSALS

FOR

AMENDMENT NO. 2
COMPLETION OF CONSTRUCTION UP TO THE PROPOSED ROUNDABOUT
TO
HEROES PLAZA PHASE 1
BID & CONSTRUCTION ADMINISTRATION SERVICES

FOR

IN

DOWNTOWN MOBILE

Volkert Project No: 1201239

Submission Date: March 30, 2026

CONTRACT AMENDMENT

Hero Plaza Construction Documents Amendment 2

This AMENDMENT (the 'Amendment') is dated and in effect as of September 16, 2025

This amendment (the "Amendment") is made by:

Between:

Owner/Company: Volkert
Address: 1110 Montlimar Dr., Suite 1050, Mobile, AL 36609

Hereafter referred to as "Owner", and

Tunell Spangler Associates, INC, d.b.a. TSW
1447 Peachtree Street, Suite 850
Atlanta, GA 30309

Hereafter referred to as "Consultant".

Parties to the agreement for:

Hero Plaza Bidding Assistance + Construction Administration (the "PROJECT")

Dated May 4, 2023, and authorized May 4, 2023 (the "AGREEMENT").

The Agreement is amended as follows:

Add Task 1 CA Extension November 2024 – October 16th, 2025: The contract has exceeded the original term of the CA agreement which was 365 days. The contract completion day was November 1, 2024. This contract amendment covers the additional time required to bring the first phase of work for the area referred to as the "North Plaza" to partial substantial completion including a final review of the partial substantial completion punch list in the field. Additionally, OAC meetings will be held on a weekly basis instead of a bi-weekly basis as stipulated in Amendment 1. This amendment covers work through October 16th, 2025 (assuming the contractor's Final Acceptance is made by this date). Extension of the schedule beyond October 16, 2025, and future work to be completed in the areas near the parking lot and roundabout referred to as the "South Plaza" will be covered in a future amendment.

Deliverables:

- 348 Day CA Extension (10 months)
- 38 OAC Meetings
- 8 Site Visits with various field reports
- RFI/Submittal Reviews + Project Communications
- Punch Walk Documentation -Multiple partial punch walks and 2 finals
- Partial Substantial Completion
- Punch Close Out Review (completed in September, anticipating a second one because of the lack of complete work)

Add Task 2 - Building and Marquee Additional Signage Design and Modeling: In addition to the CA work for the park, TSW provided at the City's request, services for design intent, and 3D modeling, of the Mobile convention center main signage to be mounted on the west side of the building, and the Mobile Convention Center Signage to be mounted on the New Marquis Sign.

Add Task 3 - Original Marquee contract time extension, review and punch list: The original Marquis CA contract expired after the construction period lapsed in the Summer of 2024. This task covers extension of that work, multiple punch walks, multiple failed field reviews, and an on site meeting with the contractor to attempt to resolve quality issues with the sign.

Amendment 2 Fees

Add Task 1 – CA Extension November 2024 –October 16, 2025	$67,020
Add Task 2 – Additional building signage	$ 1,980
Add Task 3 – Marquis CA Extension	$ 2,000
Total Amendment 2 Fees:	**$71,000 Lump Sum**

Except as set forth in this Amendment, the Agreement is unaffected and shall continue in full force and effect in accordance with its terms. If there is conflict between this amendment and the Agreement or any earlier amendment, the terms of this amendment will prevail.

The undersigned agrees to the terms of this agreement on behalf of his or her organization or business.

On behalf of the Owner: _____ Date: 4-27-2026
Signature

Name: Sam Matheny Title: Program Manager

On behalf of Consultant: _____ Date: 9.16.2025
Signature

Name: Bryan Bays Title: Principal, TSW

Hero CA Amendment 2 Cost Breakdown

CA Agreement contract schedule complete at end of October 2024 12 construction monthly schedule.

Time included in Contract Amendment #2

1. CA time for Hero Plaza – November 2024 – October 16. 2025 – TOTAL: $67,020

November 2024 - $6,440

Attendance at (4) OAC Meetings BB, CM 1 hour each:	$1,380
Site Visits: 1 @ 4 hours each; 1 BB, :	$920
RFI's, Submittals, Communications 1.5 hours / wk BB, 6 hours / week CM:	$4,140

December 2024- $6,440

Attendance at (4) OAC Meetings BB, CM 1 hour each:	$1,380
Site Visits: 1 @ 4 hours each; 1 BB, :	$920
RFI's, Submittals, Communications 1.5 hours / wk BB, 6 hours / week CM:	$4,140

January 2025- $7,820

Attendance at (4) OAC Meetings BB, CM 1 hour each:	$1,380
Site Visits: 2 @ 4 hours each; 2 BB, 1 CM:	$2,300
RFI's, Submittals, Communications 1.5 hours / wk BB, 6 hours / week CM:	$4,140

February 2025- $6,440

Attendance at (4) OAC Meetings BB, CM 1 hour each:	$1,380
Site Visits: 1 @ 4 hours each; 1 BB, :	$920
RFI's, Submittals, Communications 1.5 hours / wk BB, 6 hours / week CM:	$4,140

March 2025- $7,820

Attendance at (4) OAC Meetings BB, CM 1 hour each:	$1,380
Site Visits: 2 @ 4 hours each; 1 BB :	$2,300
RFI's, Submittals, Communications 1.5 hours / wk BB, 6 hours / week CM:	$4,140

April 2025- $3,460

Attendance at (4) OAC Meetings BB, CM .75 hour each:	$1,160
Site Visits: 2 @ 4 hours each; 1 BB :	$2,300

May 2025- $7,420

Attendance at (4) OAC Meetings BB, CM 1 hour each:	$1,380
Site Visits: 1 @ 4 hours each; 1 BB, :	$1,150
RFI's, Communications, 3 hours / week CM:	$1,440
Punch Document Production; QA/QC, and Review 2 days	$1,840
Substantial Completion Field Review and documentation (1 day)	$1,610

June 2025- $3,970

Attendance at (4) OAC Meetings BB, CM 1 hour each:	$1,380
Site Visits: 1 @ 4 hours each; 1 BB :	$1,150
RFI's, Communications, 3 hours / week CM:	$1,440

July 2025- $- $5,580

Attendance at (4) OAC Meetings BB, CM 1 hour each:	$1,380
Punch Walk Review in field; CM 1 day	$2,760
RFI's, Communications, 3 hours / week CM:	$1,440

Aug 2025- $2,820

Attendance at (4) OAC Meetings BB, CM 1 hour each:	$1,380
Communications, 3 hours / week CM:	$1,440

Sept 2025- $3,170

Attendance at (2) OAC Meetings BB, CM 1 hour each:	$ 690
Site Visit and Punch Review CM 8 hrs	$1,040
Communications, 3 hours / week CM:	$1,440

October 1-16, 2025- $1,845

Attendance at (1) OAC Meetings BB, CM 1 hour each:	$ 345
Site Visit and Punch Review 6 hrs	$ 780
Communications, 3 hours / week CM:	$ 720

Expenses: November 2024 – Oct 16 2025 $ 3,800

2. **Building and Marquee Additional Signage Design and Modeling – TOTAL: $1,980**

Marquee additional lighting model, exhibit and correspondence (6 hours)	$ 880
Building name lettering, exhibit and correspondence (10 hours)	$1100
Miscellaneous correspondence (covered in CA time)	$ 0

3. **Original Marquee contract time extension, review and punch list – TOTAL $2,000**

Correspondance, 2 addl. punch walks, & site meeting with contractor (8 hours) $2,000

SUMMARY

1.	**CA Time for Hero Plaza Services: Nov 2024- Oct 16, 2025**	**$67,020**
2.	**Building and Marquee Additional Signage Design and Modeling**	**$ 1,980**
3.	**Original Marquee contract time extension, review and punch list**	**$ 2,000**
	TOTAL:	**$71,000**

21-159 **2024**

RESOLUTION

2024

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. Whereby, the sum of $35,423.61 will be added to the original contract amount of $148,914.35. A copy of said contract is on file in the office of the City Clerk.

Name of Company:	Volkert, Inc.
Project Name:	Heroes Plaza - Professional Services
Project Number:	PR-022-22
Amount:	$35,423.61 (Additional Amount)

Adopted: FEB 20 2024

City Clerk

CHANGE ORDER REQUEST FORM

CITY OF MOBILE

TO FINANCE DEPT. 2500- FROM A/E DEPT DEPT. 3032

DATE OF REQUEST: 1/12/24

CHANGE ORDER: ■(when money is available in project's budget; from project to contract)

VENDOR NAME: Volkert, Inc. V#227500

DISTRICT#: Select Item. 2

DEPT. PROJECT#: PR-022-22

REQUEST: Please ADD (+) $ 35,423.61 from Capital Project#/Title:

C0607 TIF SPORTS HOF CRTYD HEROES PL RENO

to contract# 4561 .

Total amount of Change Order: $ 35,423.61

Current contract amount: $ 148,914.35

Revised contract amount: $ 184,337.96

Comments: TO AMEND THE AGREEMENT BY THE ABOVE AMOUNT FOR ADDITIONAL SCOPE OF WORK.

BRENDA PARKER
Employee signature

Approval signature

Created by B. Rhodes 3/15/2022

AMENDMENT to AGREEMENT BETWEEN CITY OF MOBILE AS OWNER AND THE VOLKERT, INC AS CONSULTANT FOR STIPULATED SUM

This Amendment to Agreement is entered into as of the 20 day of Feb., 2024, between the City of Mobile as Owner and Volkert, Inc. as Consultant.

WHEREAS, the City of Mobile ("Owner") and Volkert, Inc. ("Consultant") entered into an Agreement for professional design services at Heroes Plaza, PR-022-22, dated August 8, 2023 (hereinafter referred to as "Agreement");

WHEREAS, the Owner and Consultant wish to amend the Agreement to provide Additional Design Services pursuant to the proposal dated November 17, 2023, attached hereto and as is hereafter more particularly set forth;

NOW, THEREFORE, for and in consideration of the premises, and intending to be legally bound hereby, the parties do hereby agree as follows:

1. Deductive Design Services for Heroes Plaza – Task 2 – Construction Administration Phase for the sum of ($3,700.76).
2. Additional Design Services for Heroes Plaza – Task 3 – Plan Update Phase for Addition of Alternates for the sum of $20,426.85.
3. Additional Design Services for Heroes Plaza – Task 4 – Rebid Phase for the sum of $5,706.70.
4. Additional Design Services for Heroes Plaza – Task 5 – Plan Update Phase for Marquee Modifications for the sum of $7,020.41.
5. Additional Design Services for Heroes Plaza – Task 6 – Plan Update Phase for VE (Value Engineering) Modifications for the sum of $5,970.41.

6. In Article 11.1, the original Agreement sum of One Hundred Forty-Eight Nine Hundred Fourteen and 35/100 Dollars ($148,914.35) shall be increased by the sum of Thirty-Five Thousand Four Hundred Twenty-Three and 61/100 Dollars ($35,423.61). Therefore, the new Agreement sum shall be One Hundred Eighty-Four Thousand Three Hundred Thirty-Seven and 96/100 Dollars ($184,337.96).

7. Additional Design Services shall further add an additional Zero (0) days to Section 3.1.1 of the Agreement.

8. Except as modified hereby, all other terms and provisions of the Agreement shall remain unchanged and in full force and effect and are hereby ratified and confirmed by the parties hereto.

9. Owner and Consultant each represent and warrant to the other that it has full authority to enter into and perform this Amendment. The persons signing this Amendment on behalf of Owner

and Consultant respectively represent and warrant that he or she has the full and complete authority to bind Owner and Consultant, as the case may be, to this Amendment.

10. This Amendment may be executed and delivered in two counterparts, including delivery by facsimile and/or electronic transmission, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

IN WITNESS WHEREOF, each of the undersigned has caused this Amendment to be executed by its officer thereunto duly authorized as of the date first above written.

OWNER: CITY OF MOBILE

By: _____
William S. Stimpson, Mayor

ATTEST: _____
City Clerk

SEAL OF THE CITY OF MOBILE, ALABAMA — FROM ENCHANTING TRADITION — MOBILE ALABAMA — ENDURING PROGRESS — FOUNDED 1702

CONSULTANT: VOLKERT, INC.

By: _____
Drew Davis, Vice Present

STATE OF ALABAMA

COUNTY OF MOBILE

I, the undersigned Notary Public in and for said County in said State, hereby certify that Holly Gibney, whose name as HR Manager of Volkert, Inc., is signed to the foregoing, and who is known to me, acknowledged before me on this day that, being informed of the contents of the instrument, s/he, as such officer and with full authority, executed the same voluntarily for and as the act of said corporation.

Given under my hand and official seal this 19 day of January, 2024.

Commission Expires:

STATE OF ALABAMA NOTARY PUBLIC
CHRISTINA WILLIAMS
My Commission Expires
February 4, 2024

Christina Williams
Notary

Volkert, Inc.
1110 Montlimar Drive, Suite 1050
Mobile, Alabama 36609
(251) 342-1070
www.volkert.com

VOLKERT

November 17, 2023

VIA E-MAIL

Mrs. Cassie Boatwright
Real Estate Asset Management
City of Mobile
205 Government Street
Mobile, Alabama 36602

Volkert Project No: **1201239**
Project Description: **Heroes Plaza – Phase 1**
Bid and Construction Services

RE: Amendment No. 1 – Plan Update and Rebid Services

Dear Mrs. Boatwright:

Please find the attached Amendment No. 1 – Attachment A (Engineering Fee Proposal). Amendment No. 1 will include engineering services to revise the plans for Heroes Plaza – Phase 1 for the addition of multiple additive alternates, modifications to the marquee, and value engineering modifications. Amendment No. 1 will also include bid procurement services to rebid the project.

Amendment No. 1 will be governed by the terms and conditions described in the Agreement dated August 8, 2023. A summary of professional services and associated cost is provided below:

Project No.	BASIC SERVICES	Original Contract	Amendment No. 1	Total
1201239	Task 1 – Bid Procurement Phase	$9,182.72	$0.00	$9,182.72
	Task 2 – Construction Administration Phase	$139,731.63	($3,700.76)	$136,030.87
	Task 3 – Plan Update Phase for Addition of Alternates	$0.00	$20,426.85	$20,426.85
	Task 4 – Rebid Phase	$0.00	$5,706.70	$5,706.70
	Task 5 – Plan Update Phase for Marquee Modifications	$0.00	$7,020.41	$7,020.41

Project No.	BASIC SERVICES	Original Contract	Amendment No. 1	Total
	Task 6 – Plan Update Phase for VE Modifications	$0.00	$5,970.41	$5,970.41
Total Basic Services		$148,914.35	**$35,423.61**	$184,337.96
Project No.	**SPECIAL SERVICES**	**Original Contract**	**Amendment No. 1 Rebid**	**Total**
TBD	N/A	$0.00	$0.00	$0.00
Total Special Services		**$0.00**	**$0.00**	$0.00
TOTAL PROJECT		$148,914.35	**$35,423.61**	$184,337.96

Amendment No. 1 is provided for review and acceptance. Upon your review and if you concur with the scope of services and cost associated with these services, please sign in the appropriate space provided on page 2 of this letter agreement and return a fully executed copy to Volkert.

Please call if you have any questions.

Sincerely,
VOLKERT, INC.

Jordan Stringfellow, P.E.
Assistant Vice President

JHS/
Attachment

CITY OF MOBILE

_____ Date: _____
Sandy Stimpson, Mayor

VOLKERT, INC.

_____ Date: 11-17-2023
Hank Eubanks, P.E.
Regional Vice President

VOLKERT

ATTACHMENT A

ENGINEERING FEE PROPOSAL

FOR

AMENDMENT NO. 1
PLAN UPDATE AND REBID SERVICES
TO
HEROES PLAZA PHASE 1
BID & CONSTRUCTION ADMINISTRATION SERVICES

FOR

MOBILE ALABAMA

IN

DOWNTOWN MOBILE

PREPARED BY:

VOLKERT

1110 Montlimar Drive, Suite 1050
Mobile, Alabama 36609

Volkert Project No: 1201239

Submission Date: November 17, 2023

INDEX

DESCRIPTION	SHEET NUMBER
Project Introduction & Scope	3 - 4
Basic Service & Special Services Summary	4 - 6
Excluded Services	6
Summary of Engineering Fee Proposal	7
Basic Service Man-Hour & Cost Estimate	8-19
Special Service Man-Hour & Cost Estimate	N/A

ATTACHMENTS

Sub-Consultant Proposals	ATTACHMENT B

PROJECT INTRODUCTION & SCOPE

AMENDMENT NO. 1: PLAN UPDATE AND REBID SERVICES

Amendment No. 1 includes the following:

- Engineering services to revise the plans for Heroes Plaza – Phase 1 for the addition of multiple additive alternates.
- Bid procurement services to rebid the project.
- Engineering services to revise the Heroes Plaza plans due to modifications to the Marquee.
- Coordination with the Contractor to identify value engineering options and engineering services to update the plans as needed.
- Reduction in Construction Administration Services to combine the weekly site inspection with the bi-weekly OAC meeting.

The Additive Alternates shall be as follows:

- Add Alternate 1 (Keep fountain façade as is)
  - Base bid: leave existing granite cobbles in place on fountain wall. Construct the remaining fountain components per the plans.
  - Alternate: strip granite cobbles off fountain wall and re-build wall according to plans for new concrete slab described on 3/L-5.40. Remove granite cobble from fountain, clean mortar, and reuse as paving per L-2.03 (ALT). Construct new fountain face with cast in place and precast concrete components per the plans (refer to L-5.40 & L-5.41). Remove existing interpretive plaque from wall at top of fountain and relocate on new pre-cast plinth near granite cobble paving as indicated on plans.
- Add Alternate 2 (ADA Ramp)
  - Base Bid: retain portion of existing concrete stairs from north of fountain to building wall beneath arcade. Terminate existing stairs to remain by extending cheek wall along West edge of existing large staircase.
  - Alternate: Demolish existing stairs up to second landing. Construct an ADA ramp underneath the building arcade. Build a new bottom flight of stairs for the existing large staircase, and construct a cheek wall along the West edge of that staircase, and an additional wall separating the staircase from the ADA ramp. Refer to (ALT) sheets.
- Add Alternate 3 (Intersection work)
  - Base Bid: Keep Water/Government Street intersection as-is. Roundabout exit from Hero Plaza site is right out only.

- Alternate: Perform intersection enhancements indicated in plans. Roundabout exit from Hero Plaza is multi-directional. Will include installation of traffic signal pole, traffic signal heads, and milling, paving, and striping of intersection. Refer to L-2.03 and L-2.03 (ALT) for alternate paved median layout.

- Add Alternate 4 (Electrical Work)
  - Base Bid: Install conduit and junction boxes for electrical wiring and blockouts for light fixtures. Install all fountain mechanical system components (including electrical wiring but excluding fountain light fixtures). Do not install light fixtures. Do not commission lighting integrator. General contractor to coordinate with electrical contractor (under separate contract) to install footings for bollards, poles, and other related components required to complete the electrical work.
  - Alternate: Perform all electrical work as indicated in plans, including installation of all light fixtures and associated components and commissioning of lighting integrator services.
- Add Alternate 5 (Speaker System)
  - Base Bid: Exclude speakers and installation. Provide conduit for speaker wiring, but do not install wiring.
  - Alternate: Furnish and install speakers as described in plans.
- Add Alternate 6 (Camera System)
  - Base Bid: Exclude cameras and installation. Provide conduit for camera wiring, but do not install wiring.
  - Alternate: Furnish and install cameras as described in plans.

Volkert will serve as the prime consultant and will serve as the City's direct point of contact. Volkert will utilize the expertise of Sub-consultant TSW to serve as the Team's Lead for Construction Administration and the primary point of contact with the Contractor. Refer to Attachment B for a more detailed scope of TSW's services.

BASIC SERVICES (Lump Sum)

The scope of Basic Services will include a Plan Update Phase and Rebid Phase. An itemized list of services is anticipated:

Task 3: Plan Update Phase for Addition of Alternates

1. TSW:
   a. Refer to Attachment B for details.

2. Volkert:
    a. Revise Plans for the Addition of Additive Alternates
    b. Develop New Plan Sheets for the Addition of Additive Alternates
    c. Update Bid Proposal for the Addition of Additive Alternates
    d. Review Updated Plans & Specifications

Task 4: Rebid Phase

1. TSW:
    a. Refer to Attachment B for details.
2. Volkert:
    a. Coordination of the project advertisement
    b. Preparation of Bid Packets for Distribution
    c. Attend the Pre-Bid Meeting
    d. Address Contractor Questions and Issue Addendums
    e. Assist City with Bid Evaluations

Task 5: Plan Update Phase for Marquee Modifications

1. TSW:
    a. Refer to Attachment B for details.
2. Volkert:
    a. Revise Civil Plan Sheets for the Marquee Modifications

Task 6: Plan Update Phase for Value Engineering Items

1. TSW:
    b. Refer to Attachment B for details.
2. Volkert:
    a. Revise Civil Plan Sheets for the Value Engineering Items

Reduction in Construction Administration Services (Task 2)

Volkert's Construction Administration services were reduced to combine the bi-weekly OAC meetings with the weekly site inspection.

***Refer to Man-hour Estimates for itemized list of anticipated scope for each of the services listed. ***

SPECIAL SERVICES (Cost Plus with Not to Exceed)

There are no special services included with this proposal.

EXCLUDED SERVICES

Any service not specifically mentioned or described within this document is considered excluded from the scope of services related to this task order. Excluded services will not be performed under this task order but may be added in the form of an amendment or a separate task order.

PROJECT DESCRIPTION: AMENDMENT NO. 1 - PLAN UPDATE AND REBID SERVICES
HERO PLAZA PHASE 1 - BID AND CONSTRUCTION ADMIN SERVICES

AMENDMENT NO. 1 - PLAN UPDATE & REBID SERVICES SUMMARY OF ENGINEERING FEE PROPOSAL HEROES PLAZA - PHASE 1 BID & CONSTRUCTION ADMINISTRATION SERVICES		
BASIC / PROFRESSIONAL SERVICES		
TASK NO.	**SERVICE DESCRIPTION**	**TOTAL COST**
1	TOTAL BID PROCUREMENT PHASE	$9,182.72
2	TOTAL CONSTRUCTION ADMINISTRATION PHASE	$136,030.87
3	TOTAL PLAN UPDATE PHASE FOR ADDITION OF ALTERATES	$20,426.85
4	TOTAL REBID PHASE	$5,706.70
5	TOTAL PLAN UPDATE PHASE FOR MARQUEE MODIFICATIONS	$7,020.41
6	TOTAL PLAN UPDATE PHASE FOR VE MODIFICATIONS	$5,970.41
	TOTAL BASIC SERVICES COST (LUMP SUM)	**$184,337.96**
SPECIAL SERVICES		
TASK NO.	**SERVICE DESCRIPTION**	**TOTAL COST**
N/A	N/A	$0.00
	TOTAL SPECIAL SERVICES COST (COST PLUS)	**$0.00**
	TOTAL ENGINEERING COST	**$184,337.96**

MODIFICATIONS TO ORIGINAL CONTRACT

ADDITIONS TO ORIGINAL CONTRACT

Task No.	MAN-HOUR BID PROCUREMENT ESTIMATE - VOLKERT					
1	**BID PROCUREMENT - VOLKERT**	**Project Manager**	**Staff 2 Prof**	**Staff 1 Prof**	**Tech**	**Admin**
1.1	Coordinate Project Advertisement		1			
1.2	Prepare Bid Packets for Distribution		1			
1.3	Prepare Notes & Agendas for Pre-Bid Meeting		2			2
1.4	Conduct Pre-Bid Meeting		4			
1.5	Prepare Resume of Pre-Bid Meeting		2			2
1.6	Address Contractor Questions & Issue Addendums		20			2
1.7	Evaluate & Reconcile Bids	1	4			2
TOTAL BID PROCUREMENT MAN-HOURS - VOLKERT		**1**	**34**	**0**	**0**	**8**

Task No.	PROPOSED BID PROCUREMENT FEE - VOLKERT					
1	**BID PROCUREMENT - VOLKERT**	**Man-hour**	**Rate**	**COST**		
	Labor Costs					
	Project Manager	1	$72.55	$72.55		
	Staff 2 Professional	34	$59.93	$2,037.62		
	Staff 1 Professional	0	$39.94	$0.00		
	Technician	0	$40.48	$0.00		
	Administrative Assistant	8	$33.25	$266.00		
	TOTAL DIRECT LABOR			**$2,376.17**		
	Combined Overhead		143.92%	$3,419.78		
	TOTAL LABOR + OVERHEAD			**$5,795.95**		
	Operating Margin		15%	**$869.39**		
	FCCM (Direct Labor Only)		0.180%	**$4.28**		
	SUBTOTAL LABOR COSTS			**$6,669.62**		
	Out of Pocket Costs					
	Travel Expenses (Mobile office to Downtown Mobile) (10 Miles one-way)	**Trips**	**Miles**	**Rate**		**Cost**
		1	20	$0.655		$13.10
	TOTAL OUT OF POCKET					**$13.10**
	SUBTOTAL BID PROCUREMENT PHASE - VOLKERT					**$6,682.72** LS

PROJECT DESCRIPTION: AMENDMENT NO. 1 - PLAN UPDATE AND REBID SERVICES
HERO PLAZA PHASE 1 - BID AND CONSTRUCTION ADMIN SERVICES

Task No.	SUB-CONSULTANT (TSW) BID PROCUREMENT PHASE		
1.B	**BID PHASE - TSW**	**COST**	
1.B1	Bid Phase	$2,500.00	
	SUBTOTAL BID PROCUREMENT PHASE - SUBCONSULTANTS	**$2,500.00**	
	Volkert, Inc. (Management Fee, 5% of Total Subconsultant Fee)	$125.00	
	TOTAL SUBCONSULTANT BID PHASE SERVICES COST	**$2,625.00**	**LS**

TOTAL BID PROCUREMENT PHASE	**$9,182.72**	**LS**

Task No.	MAN-HOUR CONSTRUCTION ADMINISTRATION ESTIMATE - VOLKERT					
2A	**Construction Administration (12 Months / 52 Weeks) (Site Development Only)**	**Project Manager**	**Staff 2 Prof**	**Staff 1 Prof**	**Tech**	**Admin**
2A.1	Prepare Contract Documents & Issue for Construction Plans	1	4	8		2
2A.2	Prepare Notes & Agendas for Pre-Construction Meeting	2	2			
2A.3	Conduct Pre-Construction Meeting	4	4			
2A.4	Review Shop Drawings / Submittals	4	24			
2A.5	Contractor RFIs	4	40			
~~2A.6~~	~~Attend OAC Meetings (1 per month) (11 Meetings - 2 hours each)~~		~~0~~			
2A.7	Weekly Site Inspection and Attend Bi-Weekly OAC Meetings (44 Inspections - 1.5 hours each)		66			
2A.8	Weekly Site Inspection Reports (44 Reports - 1 hour each)		44			
2A.9	Review Reports / Pay Estimates	4	12			2
2A.10	Attend Final Inspection	4	4			
2A.11	Prepare & Issue Record Drawings	1	2	8		2
2A.12	Coordinate Project Closeout	1	4			4
2A.13	Miscellaneous Meetings / Admin / Questions		8			
TOTAL CONST. ADMIN. MAN-HOURS		**25**	**214**	**16**	**0**	**10**

Task No.	PROPOSED CONSTRUCTION ADMINISTRATION PHASE FEE - VOLKERT					
2A	**Construction Administration (12 Months / 52 Weeks) (Site Development Only)**	**Man-hour**	**Rate**	**COST**		
	Labor Costs					
	Project Manager	25	$72.55	$1,813.75		
	Staff 2 Professional	214	$59.93	$12,825.02		
	Staff 1 Professional	16	$39.94	$639.04		
	Technician	0	$47.05	$0.00		
	Administrative Assistant	10	$33.25	$332.50		
	TOTAL DIRECT LABOR			**$15,610.31**		
	Combined Overhead		143.92%	$22,466.36		
	TOTAL LABOR + OVERHEAD			**$38,076.67**		
	Operating Margin		15%	**$5,711.50**		
	FCCM (Direct Labor Only)		0.180%	**$28.10**		
	SUBTOTAL LABOR COSTS			**$43,816.27**		
	Out of Pocket Costs					
	Travel Expenses (Mobile office to Downtown Mobile) (10 Miles one-way)	**Trips**	**Miles**	**Rate**	**Cost**	
		66	20	$0.655	$864.60	
	TOTAL OUT OF POCKET				**$864.60**	
	TOTAL CONST. ADMIN PHASE - VOLKERT COST				**$44,680.87**	LS

Task No.	SUB-CONSULTANT (TSW) CONSTRUCTION ADMINISTRATION PHASE		
2B	**CONSTRUCTION ADMINISTRATION - TSW**	**COST**	
2B.1	Construction Administration - Plaza	$87,000.00	
	SUBTOTAL BID PROCUREMENT PHASE - SUBCONSULTANTS	**$87,000.00**	
	Volkert, Inc. (Management Fee, 5% of Total Subconsultant Fee)	$4,350.00	
	TOTAL SUBCONSULTANT BID PHASE SERVICES COST	**$91,350.00**	LS

TOTAL CONSTRUCTION ADMINISTRATION PHASE	**$136,030.87**	LS

Task No.	AMENDMENT NO. 1 - PLAN UPDATE & REBID SERVICES HEROES PLAZA - PHASE 1 BID & CONSTRUCTION ADMINISTRATION SERVICES MAN-HOUR PLAN UPDATE ESTIMATE - VOLKERT					
3A	**PLAN UPDATE PHASE FOR ADDITION OF ALTERNATES - VOLKERT**	**Project Manager**	**Staff 2 Prof**	**Staff 1 Prof**	**Tech**	**Admin**
3A.1	Revise Plans for the Addition of Additive Alternates		4		8	
3A.2	Develop New Plan Sheets for the Addition of Additive Alternates		2		4	
3A.3	Update Bid Proposal for the Addition of Additive Alternates		4			2
3A.4	Review Updated Plans & Specifications	4				
	TOTAL PLAN UPDATE MAN-HOURS - VOLKERT	**4**	**10**	**0**	**12**	**2**

Task No.	AMENDMENT NO. 1 - PLAN UPDATE & REBID SERVICES HEROES PLAZA - PHASE 1 BID & CONSTRUCTION ADMINISTRATION SERVICES PROPOSED PLAN UPDATE FEE - VOLKERT					
3A	**PLAN UPDATE PHASE FOR ADDITION OF ALTERNATES - VOLKERT**	**Man-hour**	**Rate**	**COST**		
	Labor Costs					
	Project Manager	4	$72.55	$290.20		
	Staff 2 Professional	10	$59.93	$599.30		
	Staff 1 Professional	0	$39.94	$0.00		
	Technician	12	$40.48	$485.76		
	Administrative Assistant	2	$33.25	$66.50		
	TOTAL DIRECT LABOR			**$1,441.76**		
	Combined Overhead		143.92%	$2,074.98		
	TOTAL LABOR + OVERHEAD			**$3,516.74**		
	Operating Margin		15%	**$527.51**		
	FCCM (Direct Labor Only)		0.180%	**$2.60**		
	SUBTOTAL LABOR COSTS			**$4,046.85**		
	Out of Pocket Costs					
	Travel Expenses (Mobile office to Downtown Mobile) (10 Miles one-way)	**Trips**	**Miles**	**Rate**		**Cost**
		0	20	$0.655		$0.00
	TOTAL OUT OF POCKET					**$0.00**
	SUBTOTAL PLAN UPDATE PHASE - VOLKERT					**$4,046.85** LS

Task No.	AMENDMENT NO. 1 - PLAN UPDATE & REBID SERVICES HEROES PLAZA - PHASE 1 BID & CONSTRUCTION ADMINISTRATION SERVICES SUB-CONSULTANT (TSW) PLAN UPDATE PHASE		
3B	PLAN UPDATE PHASE FOR ADDITION OF ALTERNATES - TSW	COST	
3B.1	Plan Updates for the Addition of Additive Alternates	$15,600.00	
	SUBTOTAL PLAN UPDATE PHASE - SUBCONSULTANTS	**$15,600.00**	
	Volkert, Inc. (Management Fee, 5% of Total Subconsultant Fee)	$780.00	
	TOTAL SUBCONSULTANT PLAN UPDATE PHASE COST	**$16,380.00**	**LS**

TOTAL PLAN UPDATE PHASE FOR ADDITION OF ALTERNATES	**$20,426.85**	**LS**

Task No.	AMENDMENT NO. 1 - PLAN UPDATE & REBID SERVICES HEROES PLAZA - PHASE 1 BID & CONSTRUCTION ADMINISTRATION SERVICES MAN-HOUR REBID PHASE ESTIMATE - VOLKERT					
4A	REBID PHASE - VOLKERT	Project Manager	Staff 2 Prof	Staff 1 Prof	Tech	Admin
4A.1	Coordinate Project Advertisement		1			
4A.2	Prepare Bid Packets for Distribution		1			
4A.3	Attend Pre-Bid Meeting		2			
4A.4	Address Contractor Questions & Issue Addendums		4			
4A.5	Assist City with Bid Evaulations		4			
	TOTAL REBID PHASE MAN-HOURS - VOLKERT	0	12	0	0	0

Task No.	AMENDMENT NO. 1 - PLAN UPDATE & REBID SERVICES HEROES PLAZA - PHASE 1 BID & CONSTRUCTION ADMINISTRATION SERVICES PROPOSED REBID PHASE FEE - VOLKERT					
4A	REBID PHASE - VOLKERT	Man-hour	Rate	COST		
	Labor Costs					
	Project Manager	0	$72.55	$0.00		
	Staff 2 Professional	12	$59.93	$719.16		
	Staff 1 Professional	0	$39.94	$0.00		
	Technician	0	$40.48	$0.00		
	Administrative Assistant	0	$33.25	$0.00		
	TOTAL DIRECT LABOR			**$719.16**		
	Combined Overhead		143.92%	$1,035.02		
	TOTAL LABOR + OVERHEAD			**$1,754.18**		
	Operating Margin		15%	**$263.13**		
	FCCM (Direct Labor Only)		0.180%	**$1.29**		
	SUBTOTAL LABOR COSTS			**$2,018.60**		
	Out of Pocket Costs					
	Travel Expenses (Mobile office to Downtown Mobile) (10 Miles one-way)	**Trips**	**Miles**	**Rate**		**Cost**
		1	20	$0.655		$13.10
	TOTAL OUT OF POCKET					**$13.10**
	SUBTOTAL REBID PHASE - VOLKERT					**$2,031.70** LS

Task No.	AMENDMENT NO. 1 - PLAN UPDATE & REBID SERVICES HEROES PLAZA - PHASE 1 BID & CONSTRUCTION ADMINISTRATION SERVICES SUB-CONSULTANT (TSW) REBID PHASE		
4B	**REBID PHASE - TSW**	**COST**	
4B.1	Rebid Services	$3,500.00	
	SUBTOTAL REBID PHASE - SUBCONSULTANTS	**$3,500.00**	
	Volkert, Inc. (Management Fee, 5% of Total Subconsultant Fee)	$175.00	
	TOTAL SUBCONSULTANT REBID PHASE COST	**$3,675.00**	LS

TOTAL REBID PHASE	**$5,706.70**	LS

Task No.	AMENDMENT NO. 1 - PLAN UPDATE & REBID SERVICES HEROES PLAZA - PHASE 1 BID & CONSTRUCTION ADMINISTRATION SERVICES MAN-HOUR PLAN UPDATE ESTIMATE - VOLKERT					
5A	PLAN UPDATE PHASE FOR MARQUEE MODIFICATIONS - VOLKERT	Project Manager	Staff 2 Prof	Staff 1 Prof	Tech	Admin
5A.1	Revise Civil Plans due to Modifications to the Marquee		2		8	
	TOTAL PLAN UPDATE MAN-HOURS - VOLKERT	0	2	0	8	0

Task No.	AMENDMENT NO. 1 - PLAN UPDATE & REBID SERVICES HEROES PLAZA - PHASE 1 BID & CONSTRUCTION ADMINISTRATION SERVICES PROPOSED PLAN UPDATE FEE - VOLKERT					
5A	PLAN UPDATE PHASE FOR MARQUEE MODIFICATIONS - VOLKERT	Man-hour	Rate	COST		
	Labor Costs					
	Project Manager	0	$72.55	$0.00		
	Staff 2 Professional	2	$59.93	$119.86		
	Staff 1 Professional	0	$39.94	$0.00		
	Technician	8	$40.48	$323.84		
	Administrative Assistant	0	$33.25	$0.00		
	TOTAL DIRECT LABOR			$443.70		
	Combined Overhead		143.92%	$638.57		
	TOTAL LABOR + OVERHEAD			$1,082.27		
	Operating Margin		15%	$162.34		
	FCCM (Direct Labor Only)		0.180%	$0.80		
	SUBTOTAL LABOR COSTS			$1,245.41		
	Out of Pocket Costs					
	Travel Expenses (Mobile office to Downtown Mobile) (10 Miles one-way)	Trips	Miles	Rate		Cost
		0	20	$0.655		$0.00
	TOTAL OUT OF POCKET					$0.00
	SUBTOTAL PLAN UPDATE PHASE - VOLKERT					$1,245.41 LS

Task No.	AMENDMENT NO. 1 - PLAN UPDATE & REBID SERVICES HEROES PLAZA - PHASE 1 BID & CONSTRUCTION ADMINISTRATION SERVICES SUB-CONSULTANT (TSW) PLAN UPDATE PHASE			
5B	**PLAN UPDATE PHASE FOR MARQUEE MODIFICATIONS - TSW**	**COST**		
5B.1	Plan Updates for Marquee Modifications	$5,500.00		
	SUBTOTAL PLAN UPDATE PHASE - SUBCONSULTANTS	**$5,500.00**		
	Volkert, Inc. (Management Fee, 5% of Total Subconsultant Fee)	$275.00		
	TOTAL SUBCONSULTANT PLAN UPDATE PHASE COST	**$5,775.00**	**LS**	

TOTAL PLAN UPDATE PHASE FOR MARQUEE MODIFICATIONS	**$7,020.41**	**LS**

Task No.	AMENDMENT NO. 1 - PLAN UPDATE & REBID SERVICES HEROES PLAZA - PHASE 1 BID & CONSTRUCTION ADMINISTRATION SERVICES MAN-HOUR PLAN UPDATE ESTIMATE - VOLKERT					
6A	**PLAN UPDATE PHASE FOR VE MODIFICATIONS - VOLKERT**	**Project Manager**	**Staff 2 Prof**	**Staff 1 Prof**	**Tech**	**Admin**
6A.1	Revise Civil Plans due to VE Modifications		2		8	
	TOTAL PLAN UPDATE MAN-HOURS - VOLKERT	**0**	**2**	**0**	**8**	**0**

Task No.	AMENDMENT NO. 1 - PLAN UPDATE & REBID SERVICES HEROES PLAZA - PHASE 1 BID & CONSTRUCTION ADMINISTRATION SERVICES PROPOSED PLAN UPDATE FEE - VOLKERT					
6A	**PLAN UPDATE PHASE FOR VE MODIFICATIONS - VOLKERT**	**Man-hour**	**Rate**	**COST**		
	Labor Costs					
	Project Manager	0	$72.55	$0.00		
	Staff 2 Professional	2	$59.93	$119.86		
	Staff 1 Professional	0	$39.94	$0.00		
	Technician	8	$40.48	$323.84		
	Administrative Assistant	0	$33.25	$0.00		
	TOTAL DIRECT LABOR			**$443.70**		
	Combined Overhead		143.92%	$638.57		
	TOTAL LABOR + OVERHEAD			**$1,082.27**		
	Operating Margin		15%	**$162.34**		
	FCCM (Direct Labor Only)		0.180%	**$0.80**		
	SUBTOTAL LABOR COSTS			**$1,245.41**		
	Out of Pocket Costs					
	Travel Expenses (Mobile office to Downtown Mobile) (10 Miles one-way)	**Trips**	**Miles**	**Rate**		**Cost**
		0	20	$0.655		$0.00
	TOTAL OUT OF POCKET					**$0.00**
	SUBTOTAL PLAN UPDATE PHASE - VOLKERT					**$1,245.41** LS

Task No.	AMENDMENT NO. 1 - PLAN UPDATE & REBID SERVICES HEROES PLAZA - PHASE 1 *BID & CONSTRUCTION ADMINISTRATION SERVICES* SUB-CONSULTANT (TSW) PLAN UPDATE PHASE		
6B	***PLAN UPDATE PHASE FOR VE MODIFICATIONS - TSW***	**COST**	
6B.1	Plan Updates for VE Modifications	$4,500.00	
	SUBTOTAL PLAN UPDATE PHASE - SUBCONSULTANTS	**$4,500.00**	
	Volkert, Inc. (Management Fee, 5% of Total Subconsultant Fee)	$225.00	
	TOTAL SUBCONSULTANT PLAN UPDATE PHASE COST	**$4,725.00**	**LS**

TOTAL PLAN UPDATE PHASE FOR VE MODIFICATIONS	**$5,970.41**	**LS**

ATTACHMENT B

SUBCONSULTANT PROPOSALS

FOR

AMENDMENT NO. 1
PLAN UPDATE AND REBID SERVICES
TO
HEROES PLAZA PHASE 1
BID & CONSTRUCTION ADMINISTRATION SERVICES

FOR

MOBILE
ALABAMA

IN

DOWNTOWN MOBILE

Volkert Project No: 1201239
Submission Date: November 17, 2023

TSW
PLANNING · ARCHITECTURE
LANDSCAPE ARCHITECTURE

CONTRACT AMENDMENT

Hero Plaza Construction Documents Amendment 1

This AMENDMENT (the 'Amendment') is dated and in effect as of October 25, 2023

This amendment (the "Amendment") is made by:

Between:

Owner/Company: Volkert
Address: 1110 Montlimar Dr., Suite 1050, Mobile, AL 36609

Hereafter referred to as "Owner", and

TSW
1447 Peachtree Street, Suite 850
Atlanta, GA 30309

Hereafter referred to as "Consultant".

Parties to the agreement for:

Hero Plaza Bidding Assistance + Construction Administration (the "PROJECT")

Dated May 4, 2023, and authorized May 4, 2023 (the "AGREEMENT").

The Agreement is amended as follows:

1. Add Tosk for design revisions for rebidding the project with alternates including Landscape Architecture and Structural Engineering:

A. Base bid:
Drawing changes: modify drawings north stairs to keep their original configuration (no ADA ramp, no shortening of the stairs,) including associated demolition sheets, layout sheets, grading sheets, landscape sheets, changes to associated detail sheets total of 4 sheets changes.

B. Alternate 2.
ADA ramp alternate exhibit, add demolition and shoring to retain portion of stairs that are not under the building, add retaining wall between existing stairs and ADA ramp. (change to currently proposed design, no change to existing north stair layout adjacent). This will require the addition of 1 sheet and modification of a few associated sheets as well as a structural review.

C. Alternate 3.
Existing Fountain facade to remain. 1 alternate sheet update and description. Remove pavers in park entrance area.

D. All alternates: Specification updates to add alternates.

2. Add task for rebidding and negotiation with the contractor to identify opportunities for cost savings.

3. Add Task for design revisions for amending the bid documents with revisions to the landscape and hardscape design to minimize conflicts with the proposed marquee sign footer. The amended scope of work includes the following new tasks:

- Update CAD base: show sign footers, change footprint of modular seat wall, shift lighted bollard off of sign footer, modify driveway alignment and curb location to avoid conflict with sign footer.
- Coordinate new layout with civil and structural
- Coordinate updated wall light location with civil (electrical)
- Coordinate new bollard location with civil (electrical)
- Coordinate updated landscape drainage with civil (MEP)
- Update Demolition Plan L-1.01 with existing sign footers and removal of adjacent hardscape.
- Update Layout Plan L-2.01
- Update Jointing Plan L-2.11
- Update Wall Plan L-2.21
- Update Grading Plan L-3.01
- Update Light Fixture Plan L-4.01
- Update Supplementary Drainage Plan L-4.11
- Update Modular Bench detail 1/L-5.50
- Update Landscape Plan LP-1.01
- Update Overall Landscape Schedule LP-1.10
- Update Alternate Overall Landscape Schedule LP-1.10A
- Export drawing set, integrate new subconsultant drawings, and issue Addendum

4. Add Task for design revisions for amending the bid documents with revisions to the hardscape design based on VE negotiations with the contractor.

- The specific VE items that are most likely to result in feasible cost savings include utilizing CIP concrete seat walls instead of the precast modular benches and swapping out the custom wooden

seat inserts with a product. Final scope of design revisions is TBD based on completed VE negotiations.

Amendment 1 Fees

Task 1 – Plan Update for Addition of Alternates	$15,600 Lump Sum
Task 2 - Rebid Services	$3,500 Lump Sum
Task 3 – Plan Update for Marquee Modifications	$5,500 Lump Sum
Task 4 – Plan Update for VE Modifications	$4,500 Lump Sum
Total Amendment 1 Fees:	**$29,100 Lump Sum**

Except as set forth in this Amendment, the Agreement is unaffected and shall continue in full force and effect in accordance with its terms. If there is conflict between this amendment and the Agreement or any earlier amendment, the terms of this amendment will prevail.
The undersigned agrees to the terms of this agreement on behalf of his or her organization or business.

On behalf of the Owner: _____ Date: _____
Signature

Name: _____ Title: _____

On behalf of Consultant: _____ Date: 10.25.2023
Signature

Name: Bryan Bays Title: Principal, TSW

TRAVELERS

Travelers Casualty and Surety Company of America
Travelers Casualty and Surety Company
St. Paul Fire and Marine Insurance Company

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company are corporations duly organized under the laws of the State of Connecticut (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint **FRANK F MILLSAPS** of **MOBILE**, **Alabama**, their true and lawful Attorney(s)-in-Fact to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed, and their corporate seals to be hereto affixed, this **21st** day of **April, 2021**.

State of Connecticut

City of Hartford ss.

By: _____
Robert L. Raney, Senior Vice President

On this the **21st** day of **April, 2021**, before me personally appeared **Robert L. Raney**, who acknowledged himself to be the Senior Vice President of each of the Companies, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of said Companies by himself as a duly authorized officer.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

My Commission expires the **30th** day of **June, 2026**

_____
Anna P. Nowik, Notary Public

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of each of the Companies, which resolutions are now in full force and effect, reading as follows:

RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President, any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary may appoint Attorneys-in-Fact and Agents to act for and on behalf of the Company and may give such appointee such authority as his or her certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said officers or the Board of Directors at any time may remove any such appointee and revoke the power given him or her; and it is

FURTHER RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing and a copy thereof is filed in the office of the Secretary; and it is

FURTHER RESOLVED, that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary; or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact and Agents pursuant to the power prescribed in his or her certificate or their certificates of authority or by one or more Company officers pursuant to a written delegation of authority; and it is

FURTHER RESOLVED, that the signature of each of the following officers: President, any Executive Vice President, any Senior Vice President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary, and the seal of the Company may be affixed by facsimile to any Power of Attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding on the Company in the future with respect to any bond or understanding to which it is attached.

I, **Kevin E. Hughes**, the undersigned, Assistant Secretary of each of the Companies, do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which remains in full force and effect.

Dated this **14** day of **Decembe**, **2023**.

_____
Kevin E. Hughes, Assistant Secretary

To verify the authenticity of this Power of Attorney, please call us at 1-800-421-3880.
Please refer to the above-named Attorney(s)-in-Fact and the details of the bond to which this Power of Attorney is attached.

21-832 **2023**

RESOLUTION

2023

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:	VOLKERT, INC.
Project Name:	HEROES PLAZA – PROFESSIONAL SERVICES (CONSULTANT)
Project Number:	PR-022-22
Amount:	$148,914.35

Adopted: AUG - 8 2023

City Clerk

CITY OF MOBILE
AGREEMENT BETWEEN OWNER AND CONSULTANT
FOR A STIPULATED SUM (HEREINAFTER "AGREEMENT")

This Agreement made and entered into this August 8, 2023.

BETWEEN the Owner:	CITY OF MOBILE 205 Government Street P. O. Box 1827 Mobile, Alabama 36633
And the Consultant:	Volkert, Inc. 1110 Montlimar Drive, Suite 1050 Mobile, Alabama 36609 City of Mobile Business License No.: 490600 Secretary of State Registration No.: 000-142-289
For the following Project:	Heroes Plaza 1 South Water Street Mobile, Alabama 36602
Project Number:	PR-022-22

The Owner and Consultant agree as set forth below:

1.1 CONSULTANT'S SERVICE

1.1.1 The Consultant's services consist of those described herewith and as outlined in the Consultant's Proposal for a sum not to exceed ONE HUNDRED FORTY-EIGHT THOUSAND NINE HUNDRED FOURTEEN AND 35/100 DOLLARS ($148,914.35).

1.1.2 The Consultant's services shall be as stated in the attached Fee Proposal dated May 5, 2023 respectively.

1.1.3 The Consultant shall provide professional services as set forth in this Agreement. The Consultant represents that it is properly licensed in the jurisdiction where the project is located to provide services required by this Agreement or shall cause such services to be performed by appropriately licensed professionals. As a licensed professional the Consultant shall affix to all appropriate documents his or her "Professional Seal".

1.1.4 If Additional Services are required due to circumstances beyond the Consultant's control, the Consultant shall give written notice to the Owner and obtain written authorization from the Owner before commencing such Services. The Consultant's notice shall include a description of the circumstances justifying the "Additional Services" and a proposal to provide the Services.

2.1 OWNER/CONSULTANT REPRESENTATIVES

2.1.1 The Owner Representative, authorized to act on the Owner's behalf with respect to the Project, is the Director of Real Estate Asset Management or the Director's designated representative. The Owner's liaison with the Consultant is the Owner Representative.

2.1.2 CONSULTANT IN CHARGE

Firm Name:	Volkert, Inc.
Address:	1110 Montlimar Drive, Suite 1050
Phone Number:	(251) 342-1070
Email address:	Jordan.stringfellow@volkert.com
Name:	Jordan Stringfellow, P.E.

3.1 GENERAL REQUIREMENTS

3.1.1 The Consultant will perform assigned Bid and Construction Administration Services as prescribed in May 5, 2023 proposal.

3.1.2 The Owner and the Consultant, respectively, bind themselves, their partners, successors, assigns, and legal representatives to the other party to this Agreement, in respect of all covenants of this Agreement. Consultant shall not assign, sublet or transfer his or its interest in this Agreement without written consent of the Owner, which consent will be granted or withheld at the Owner's sole discretion.

3.1.3 This Agreement represents the entire and integrated agreement between the Owner and Consultant and supersedes all prior negotiations, representations or any standards as a part of the Agreement either written or oral. The Owner and Consultant may amend this Agreement only by written instrument signed by both parties.

3.1.4 INDEMNIFICATION

The Consultant shall indemnify and hold harmless City and its officers, elected officials, agents, representatives, and employees for any and all claims, injuries, losses, diminution in value, damages, liabilities, whether or not currently due, and related expenses to the extent caused by any negligence, recklessness, intentional tort, intellectual property infringement, or failure to pay a sub-consultant 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 as set forth in Section 4.1 herein. The parties acknowledge and agree that this contract requires Consultant to procure and maintain professional liability insurance that satisfies the named requirements set forth in Section 4.1 herein. 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.

3.1.5 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.

3.1.6 Filing fees, permit fees, and review fees, as may be required by City of Mobile departments, are hereby waived.

3.1.7 The Consultant shall maintain insurance in accordance with Section 4.1, Insurance. If the Certificate of Insurance referenced in this Agreement does not evidence insurance of owned vehicles, said certificate and this sentence shall evidence Consultant'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.

3.1.8 Payments will be made to the Consultant in accordance with the attached Consultant's Proposal dated May 5, 2023.

4.1 INSURANCE

For the term of this Agreement, Consultant shall acquire and maintain in full force and effect the following liability and comprehensive insurance issued by a company licensed and qualified to do business in the State of Alabama, ***which such insurance shall be endorsed to name the City of Mobile as an additional insured,*** and shall attach to this contract as proof thereof a certificate of insurance issued by an agent licensed and qualified to do business in the State of Alabama:

A. Workers' Compensation/Employer's Liability

Regardless of any "minimum requirements" of the State of Alabama, Consultant shall obtain Workers' Compensation insurance covering all workers involved in the Project and Employer's Liability insurance. Where applicable, U.S. Longshore and Harbor workers Compensation Act Endorsement and/or Maritime Coverage Endorsement shall be attached to the policy.

1. Workers' Compensation insurance in the amounts required by all applicable laws, rules or regulations of the state of Alabama.

2. Employer's Liability with limits of not less than:
Bodily Injury by Accident $1,000,000 Each Accident
Bodily Injury by Disease $1,000,000 Policy Limit
Bodily Injury by Disease $1,000,000 Each Employee

3. Borrowed Servant/Alternate Employer endorsement in favor of City of Mobile.

B. Commercial General Liability Insurance

Consultant shall also obtain Commercial General Liability coverage (occurrence form) including coverage for products/completed operations, independent Consultants, and blanket contractual liability, specifically covering the obligations assumed by Consultant with the following minimums:

1. $1,000,000 Each Occurrence (combined single limit for bodily injury and property damage)

2. $2,000,000 Products/Completed Operations aggregate

3. $1,000,000 Personal and Advertising Injury per person/organization

4. $2,000,000 General Aggregate Limit per Project

C. Automobile Liability Insurance

Consultant shall also obtain a minimum of $1,000,000 combined single limit coverage per accident, including owned, hired and non-owned automobiles. *(If Consultant does not own an automobile, but one is used in the execution of the contract, then only "hired and non-owned coverage" is required. If a vehicle is not used in the execution of the contract, then automobile coverage is not required.)*

D. Commercial Umbrella Liability Insurance

Consultant shall also obtain Umbrella Liability over and above the limits of liability required in the Employers Liability, General Liability, Automobile Liability, and Professional Error and Omissions *(if required)* policies. The Umbrella coverage form will be at least as broad as the underlying policies. The Additional Insureds requirements of underlying policies shall also be met by the Umbrella. Umbrella limits shall be at least $2,000,000 per line of coverage.

E. Certificates of Insurance

The standard ACORD format shall be provided. The policy endorsements listed in this section are required and must be listed in the "Description of Operations" box on the Certificate of Liability Insurance or listed separately on an attachment to the Certificate of Insurance *(ACORD 101, Additional Remarks Schedule)*.

Consultant and/or any Subconsultants shall provide City of Mobile with valid certificates of insurance (standard ACORD format) within ten (10) days from the date of issuance of contract forms for execution verifying said insurance requirements have been met. Attached to each certificate of insurance, shall be a copy of the Additional Insured Endorsement that is part of the Consultant/Subconsultant's Commercial General Liability Policy. Policies must be issued by companies with an A.M. Best rating of A-VII or better. All deductibles or Self-Insured Retentions for each policy shall not exceed $5,000 unless otherwise indicated by City of Mobile. The Description section of the Certificate shall contain reference to the Project name. The Consultant shall ensure that each Subconsultant complies with the terms of this Section.

F. Additional Insureds

These liability policies shall endorse City of Mobile as an Additional Insured. Coverage for City of Mobile and their officers, directors, and employees as additional insureds shall be provided by a policy provision or by an endorsement providing coverage at least as broad as Insurance Service Office (ISO) Additional Insured endorsement from CG2010 1185 Form B, or CG2010 1001 in conjunction with CG2037 1001, or an equivalent form that provides Additional Insured status for Products and Completed Operations. Forms that are limited to "liability arising out of your ongoing operations" or that do not extend to Products and Completed Operations are not acceptable. Should a separate excess and/or umbrella liability policy be used to satisfy the above required limits, said policy will also be endorsed to include the Consultant, Owner et al. as an additional insured. Additionally, Consultant agrees to continue to procure and maintain liability insurance coverage meeting these requirements for the statutory limitation of claims (or statute of repose, if applicable) after the Project completion.

The policies shall be endorsed to stipulate that the insurance afforded the additional insureds shall apply as primary insurance and that any other insurance or self-insurance maintained by City of Mobile shall be excess only and shall not be called upon to contribute

with this insurance. A copy of each endorsement shall be attached to the Certificate of Insurance. The Certificate shall indicate the Certificate Holder as:

City of Mobile
P.O. Box 1827
Mobile, AL 36633

H. Insurance Requirement for Subconsultants

Consultant shall ensure that its Subconsultants of any tier shall procure and maintain insurance that complies with the requirements set forth in this Agreement, including the additional insured, primary and non-contributory and waiver of subrogation requirements. Copies of the certificate(s) must be provided prior to the Subconsultants entering the site.

I. Cancellation

Each policy shall be endorsed to provide that the insurance company agrees that the policy shall not be modified, canceled, changed, allowed to lapse, or expire for any reason without at least thirty (30) days written notice to City of Mobile. Not less than two (2) weeks prior to the expiration, cancellation, or termination of any such policy, the Consultant/Subconsultant shall supply City of Mobile with a new and replacement certificate of insurance and Additional Insured endorsement as proof of renewal of said original policy. Said new and replacement endorsements shall be similarly endorsed in favor of City of Mobile and City of Mobile's parties as set forth above.

J. Waiver of Subrogation

Consultant shall waive its right to subrogation on each of the policies herein. If any of the policies do not permit the insured to enter into a pre-loss waiver, or voids coverage because of same, then this Waiver of Subrogation requirement shall not apply and Consultant shall obtain a Waiver of Transfer of Rights of Recovery Against Others, or its equivalent.

Insurance required by this Agreement shall be as broad as necessary to support the indemnification requirement in said contract or as broad as the indemnitor's insurance coverage, whichever is broader.

K. Professional Errors and Omissions

If "Professional" services are rendered in this service contract, then minimum coverage limits of $1,000,000 each claim and Policy Aggregate, an Extended Discovery period to apply for at least two (2) years after Consultant's work is accepted by City of Mobile.

"Claims-made" policies shall carry a retroactive date prior to the effective date of this project. In the event the policy is cancelled, non-renewed, switched to an Occurrence Form, or any other circumstance that triggers the right to purchase a Supplemental Extended Reporting Period (SERP) during the life of this project, then Consultant shall purchase a SERP with a minimum reporting period of not less than two (2) years. The requirement to purchase a SERP shall not relieve the Consultant of the obligation to provide replacement coverage.

5.1 CONTRACT DOCUMENTS

The Contract Documents consist of this Agreement, the Consultant's Proposal as accepted by the City, and other documents listed in the Agreement, all of which form the Contract and are fully a part of the Contract as if attached to this Agreement or repeated herein. An enumeration of the Contract Documents, other than a Modification, appears below:

1. This Instrument (Agreement);
2. Consultant Proposal, Attachment "A" dated May 5, 2023;
3. Subconsultant Proposal, Attachment "B", dated May 5, 2023;
4. Certificate of Insurance with Endorsements;
5. State of Alabama Business Entity Record;
6. E-Verify Enrollment Documentation

5.2 TERMINATION OF CONTRACT

The Owner or Consultant may terminate the contract upon thirty (30) days written notice. Notice from the Owner shall be mailed to the address provided by the Consultant on this form. Notice to the City shall be addressed to the Architectural Engineering Department, 205 Government Street, 5th Floor South Tower, Mobile, Alabama 36633. The City shall not be liable for payment to the Consultant for lost profit or damages as the result of its termination of the contract.

6.1 DISPUTE RESOLUTION

A. Claims, disputes or other matters in question between the parties to this Agreement arising out of or relating to the Agreement or breach thereof shall be subject to legal proceedings unless the parties mutually agree otherwise.

B. 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.

7.1 NON-DISCRIMINATION

A. 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.

B. Consultants shall abide by provisions of Mobile Ordinances No. 02-050 which prohibits discrimination in employment by Consultants and Sub-Consultants performing work for the City of Mobile.

8.1 IMMIGRATION LAWS

By signing this contract, the contracting parties affirm, for the duration of the Agreement, that they will not violate federal immigration law or knowingly employ, hire for employment, or

continue to employ an unauthorized alien within the State of Alabama. Furthermore, a contracting party found to be in violation of this provision shall be deemed in breach of the Agreement and shall be responsible for all damages resulting therefrom.

9.1 NON-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.

10.1 FORCE MAJEURE

In the event that either party hereto shall be delayed or hindered in or prevented from the performance of any act required hereunder by reason of strikes, lockouts, labor troubles, inability to procure materials, failure of power, restrictive governmental laws or regulations, riots, insurrection, war, Act of God, or other reason of a like nature not the fault of the party delayed in performing work or doing acts required under the terms of this Agreement, then performance of such act shall be excused for the period of the delay and the period for the performance of any such act shall be extended for a period equivalent to the period of such delay.

11.1 PUBLIC CONTRACTS WITH ENTITIES IN CERTAIN BOYCOTT ACTIVITIES

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.

12.1 SEVERABILITY CLAUSE

In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provisions of this Agreement, but this Agreement shall be construed as if such invalid or illegal or unenforceable provision had never been contained herein. Upon such determination that any term or other provision is invalid, illegal or unenforceable, the court or other tribunal making such determination is authorized and instructed to modify this Agreement so as to affect 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.

13.1 NON-AGENCY CLAUSE

Consultant, in the performance of its operations and obligations hereunder, shall not be deemed to be an agent of City but shall be deemed to be an independent Consultant 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 Consultant. 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, Consultant shall be wholly responsible, therefore.

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DESCRIPTIONS (Continued from Page 1)

and Employer's Liability. 30 Day Notice of Cancellation non-renewal or material change shall apply (except 10 days for non-payment).

Client#: 238001 VOLKINC

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	CONTACT NAME: Sharon Brubaker
Edgewood Partners Ins. Center 3780 Mansell Rd. Suite 370 Alpharetta, GA 30022	PHONE (A/C, No, Ext): 770.756.6599 FAX (A/C, No): E-MAIL ADDRESS: greylingcerts@greyling.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A: National Union Fire Ins Co.	19445
INSURER B: Everest National Insurance Company	10120
INSURER C: Evanston Insurance Company	35378
INSURER D: New Hampshire Insurance Company	23841
INSURER E: Allied World Surplus Lines Insurance Co	24319
INSURER F:	

INSURED
Volkert, Inc.
11 N. Water Street, Suite 18290
Mobile, AL 36602

COVERAGES CERTIFICATE NUMBER: 23-24 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	9894987	04/01/2023	04/01/2024	EACH OCCURRENCE	$2,000,000
	CLAIMS-MADE X OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$500,000
							MED EXP (Any one person)	$25,000
							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	2970073	04/01/2023	04/01/2024	COMBINED SINGLE LIMIT (Ea accident)	$3,000,000
	X ANY AUTO						BODILY INJURY (Per person)	$
	OWNED AUTOS ONLY / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	X HIRED AUTOS ONLY / X NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
B	X UMBRELLA LIAB X OCCUR	X	X	XC3CU00031231	04/01/2023	04/01/2024	EACH OCCURRENCE	$10,000,000
C	X EXCESS LIAB CLAIMS-MADE			MKLV2EUE101592	04/01/2023	04/01/2024	AGGREGATE	$10,000,000
	DED X RETENTION $10,000							$
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY		X	80878262	04/01/2023	04/01/2024	X PER STATUTE OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N [N] (Mandatory in NH)	N/A					E.L. EACH ACCIDENT	$1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$1,000,000
							E.L. DISEASE - POLICY LIMIT	$1,000,000
E	Professional Liab Incl Poll. Liab.			03129811	07/28/2022	07/28/2023	Per Claim $2,000,000 Aggregate $2,000,000	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Project: Heroes Plaza Phase 1. Volkert project# 1200924.000.
City of Mobile is included as an Additional Insured in respect to General Liability and Umbrella Liability.
All policies except workers compensation, shall be Primary and Non-contributory with any other insurance force or which may be purchased by Additional Insured. Waiver of Subrogation applies in favor of City of Mobile with respect to General Liability, Automobile Liability, Umbrella Liability and Workers Compensation
(See Attached Descriptions)

CERTIFICATE HOLDER

City of Mobile
205 Government St
Mobile, AL 36633-0000

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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Company ID Number: 105558

The foregoing constitutes the full agreement on this subject between the SSA, DHS, and the Employer.

The individuals whose signatures appear below represent that they are authorized to enter into this MOU on behalf of the Employer and DHS respectively.

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 Operations at 888-464-4218.

Employer Volkert & Associates, Inc.

Holly Gibney	HR Mgr
Name (Please type or print)	Title
Electronically Signed	**03/07/2008**
Signature	Date

Department of Homeland Security – Verification Division

USCIS Verification Division	
Name (Please type or print)	Title
Electronically Signed	**03/07/2008**
Signature	Date

Company ID Number: 105558

INFORMATION REQUIRED
FOR THE E-VERIFY PROGRAM

Information relating to your Company:

Company Name: **Volkert & Associates, Inc.**

Company Facility Address: **3809 Moffett Rd**
Mobile, AL 36618

Company Alternate Address: **P.O. Box 7434**
Mobile, AL 36670

County or Parish: **MOBILE**

Employer Identification Number: **630247014**

North American Industry Classification Systems Code: **541**

Parent Company: **Volkert & Associates, Inc.**

Number of Employees: **500 to 999**

Number of Sites Verified for: **24**

Are you verifying for more than 1 site? If yes, please provide the number of sites verified for in each State.

- MISSOURI 1 site(s)
- ALABAMA 6 site(s)
- FLORIDA 6 site(s)
- VIRGINIA 1 site(s)
- GEORGIA 2 site(s)
- ILLINOIS 1 site(s)
- TENNESSEE 2 site(s)
- NORTH CAROLINA 1 site(s)
- MISSISSIPPI 2 site(s)
- LOUISIANA 2 site(s)

Information relating to the Program Administrator(s) for your Company on policy questions or operational problems:

Name: **Holly W Gibney**

Volkert, Inc.	
Transaction Date	10/18/2010
Legal Name Merged	Volkert Construction Services, Inc.
Transaction Date	10/18/2010
Miscellaneous Filing Entry	MRGRS FILED THIS DATE EFFECTIVE OCTOBER 31, 2010 @11:59 PM
Transaction Date	07/15/2011
Agent Mailing Address Changed From	* Added
Transaction Date	07/15/2011
Registered Agent Changed From	HANCKEN, MARGARET C 3809 MOFFETT ROAD MOBILE, AL 36618
Transaction Date	12/10/2014
Legal Name Merged	ALLIED ENGINEERING & TESTING, INC. * Not On File Into Domestic
Transaction Date	12/10/2014
Miscellaneous Filing Entry	Merger Effective 12-31-2014 23:59
Transaction Date	04/28/2017
Registered Agent Changed From	CSC LAWYERS INCORPORATING SERVICE 150 SOUTH PERRY ST MONTGOMERY, AL 36104
Transaction Date	01/05/2018
Nature Of Business Changed From	GENERAL ENGINEERING & CONTRACTING
Transaction Date	01/05/2018
Principal Office Changed From	MOBILE, AL
Scanned Documents	
Purchase Document Copies	
Document Date / Type / Pages	07/31/1989 Merger 15 pgs.
Document Date / Type / Pages	12/31/1996 Merger 25 pgs.
Document Date / Type / Pages	11/24/1997 Merger 13 pgs.
Document Date / Type / Pages	12/22/1998 Merger 26 pgs.
Document Date / Type / Pages	12/01/1999 Legal Name Change 4 pgs.
Document Date / Type / Pages	06/30/2006 Registered Agent Change 1 pg.
Document Date / Type / Pages	08/17/2009 Legal Name Change 4 pgs.
Document Date / Type / Pages	10/18/2010 Merger 24 pgs.
Document Date / Type / Pages	07/15/2011 Registered Agent Change 2 pgs.
Document Date / Type / Pages	12/10/2014 Merger 8 pgs.
Document Date / Type / Pages	04/28/2017 Registered Agent Change 1 pg.
Document Date / Type / Pages	01/16/2018 Articles of Amendment 4 pgs.

Volkert, Inc.	
Report Year	1988 1989 1990 1991 1992 1993 1994 1995 1996 1997 1998 1999 2000 2001 2002 2003 2004 2005 2006 2007 2008 2009 2010 2011 2012 2013 2014 2015 2016 2017 2018 2019 2020 2021 2022
Transactions	
Transaction Date	03/01/1950
Legal Name Changed From	J. P. Ewin, Inc.
Transaction Date	06/28/1963
Legal Name Changed From	Ewin Engineering Corporation
Transaction Date	07/31/1989
Legal Name Merged	DAVID VOLKERT & ASSOCIATES, INC Non-Qualified Foreign Into Domestic
Transaction Date	12/31/1996
Legal Name Merged	Volkert & Associates, Inc.
Transaction Date	12/31/1996
Legal Name Merged	DAVID VOLKERT & ASSOCIATES, INC. (LA-NQ) Non-Qualified Foreign Into Domestic
Transaction Date	11/24/1997
Legal Name Merged	Watt, Estes, Volkert & Associates, Inc.
Transaction Date	12/22/1998
Legal Name Merged	DAVID VOLKERT & ASSOCIATES INC (MD) Non-Qualified Foreign Into Domestic
Transaction Date	12/22/1998
Legal Name Merged	DAVID VOLKERT & ASSOCIATES INC (FL) Non-Qualified Foreign Into Domestic
Transaction Date	12/22/1998
Miscellaneous Filing Entry	MRG FILED THIS DATE EFFECTIVE 12-31-98
Transaction Date	12/22/1998
Miscellaneous Filing Entry	2ND MRG FILED THIS DATE EFFECTIVE 12-31-98
Transaction Date	12/01/1999
Legal Name Changed From	David Volkert & Associates, Inc.
Transaction Date	06/30/2006
Registered Agent Changed From	* Added
Transaction Date	08/17/2009
Legal Name Changed From	Volkert & Associates, Inc.
Transaction Date	10/18/2010
Legal Name Merged	Volkert Management Services, Inc.
Transaction Date	10/18/2010
Legal Name Merged	Volkert Environmental Group, Inc.

Alabama Secretary of State

Volkert, Inc.	
Entity ID Number	000 - 019 - 440
Entity Type	Domestic Corporation
Principal Address	Not Provided
Principal Mailing Address	Not Provided
Status	Exists
Place of Formation	Mobile County
Formation Date	03/15/1946
Registered Agent Name	CORPORATION SERVICE COMPANY INC
Registered Office Street Address	641 SOUTH LAWRENCE STREET MONTGOMERY, AL 36104
Registered Office Mailing Address	641 SOUTH LAWRENCE STREET MONTGOMERY, AL 36104
Nature of Business	CONSULTING,PROJECT MANAGEMENT,PROGRAM MANAGEMENT,CONSTRUCTION
Capital Authorized	$500,000
Capital Paid In	$125,000
Incorporators	
Incorporator Name	EWIN, J P
Incorporator Street Address	Not Provided
Incorporator Mailing Address	Not Provided
Incorporator Name	MCPHILLIPS, JAMES
Incorporator Street Address	Not Provided
Incorporator Mailing Address	Not Provided
Incorporator Name	DUKES, GILBERT F
Incorporator Street Address	Not Provided
Incorporator Mailing Address	Not Provided
Incorporator Name	VICKERS, MARION F
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.	

Authorization

If you are in agreement with this proposal, please sign this document, keep the original for your records and send a signed copy to bbays@tsw-design.com. Work will begin upon receipt of the signed proposal.

Sincerely,



Bryan Boys, Principal

TSW
1477 Peachtree St NE
Suite 850
Atlanta, GA 30319

Accepted by:

_____	Billing Contact Information:
Signature	
_____	_____
Print Name, Title	Name
_____	_____
Company/Organization/Entity	Email
_____	_____
Date	Phone
	_____
	Company/Organization, Entity
	_____
	_____
	Address

- Meetings: attendance of onsite meetings beyond 6 will require additional services.
- Bidding assistance includes a single bid period and review of up to 45 days. Rebids will require additional services.
- Drawing revisions resulting from value engineering during bidding and CA are not included in this proposal and will be considered additional services.

1. Time Limit: This Agreement must be executed by both TSW and the Client within six months of the date of this Agreement for the fees quoted within it to be valid.
2. Amendments: Upon request, TSW will provide proposals for additional compensation including providing or coordinating services of consultants not identified in the Project scope; revisions due to changes in the scope, quality, or budget.
3. Billing and Payment Policies: Signing this Letter of Agreement signifies that the Client's intent to contract TSW for professional services. In contracting with TSW, the Client warrants that funds are available to compensate TSW for the total amount of fees agreed to, and that these funds are neither encumbered nor contingent upon subsequent approvals, permits, or financing commitments by lending institutions or other parties.
4. TSW will submit monthly invoices to the Client. Invoices are due and payable upon receipt and become delinquent if not paid in full 30 days after their invoice date. Client shall notify TSW of any dispute regarding invoices received within seven days of receipt of invoice. Only the disputed portion of the payment may be withheld. Interest charges will be applied at rate of 1.5% to delinquent accounts for professional services.
5. Account delinquency longer than 120 days will result in the stoppage of work by TSW and any subconsultants. Seven days' notice will be given prior to stoppage of work to enable accounts to be brought current. Work will recommence upon payment of all fees and service charges due. In some cases, additional fees will be required to stop and start work because of account delinquency.
6. Termination: In the event of termination, suspension, or abandonment of the Project by the Client, TSW shall be compensated for services performed through date of termination, suspension, or abandonment of the Project. The Client's failure to make payments in accordance with this Agreement shall be considered substantial nonperformance and sufficient cause for the TSW to suspend or terminate services. Either TSW or the Client may terminate this Agreement after giving no less than seven days' written notice if the Project is suspended for more than 90 days, or if the other party substantially fails to perform in accordance with the terms of this Agreement.
7. Arbitration: In the event a dispute shall arise between the parties to this Agreement, it is hereby agreed that the dispute shall be referred to United States Arbitration & Mediation for arbitration in accordance with United States Arbitration & Mediation Rules of Arbitration. The arbitrator's decision shall be final and binding and judgment may be entered thereon. In the event a party fails to proceed with arbitration, unsuccessfully challenges the arbitrator's award, or fails to comply with arbitrator's award, the other party is entitled of costs of suit including a reasonable attorney's fee for having to compel arbitration or defend or enforce the award.
8. Miscellaneous: This Agreement shall be governed by the law of the place where the Project is located.

Construction Administration. The Consultant will provide construction administration services for the project, acting as the Owners design representative. This work will include providing input and review of design reloted items for the duration of the construction phase and other items such as: attending monthly OAC meetings (in person up to 10), review of submittals, production of RFI responses, ASI's, ond site visits. TSW will compile final punch lists and review close out documents.

Deliverables

- Preconstruction kick off meeting (virtuol)
- RFI responses
- Submittal reviews
- OAC Meetings biweekly; 4 in person
- Finol punch walk meeting (1)
- Final acceptance review (virtual)
- ASI Issuance
- Mockup reviews
- Pay application review and approval.
- Meetings: Attendonce of up to 4 OAC meetings in person and 1 final punch walk.

Fees

The scope of work will be completed for a **LUMP SUM FEE of $89,500 INCLUSIVE OF EXPENSES.** Fees will be billed monthly based on the percentoge of work completed. Expenses will be billed monthly at cost.

Basic Scope Tasks	Fees
Bidding Assistance	$2,500
Construction Administration incl. Structural and Fountain consultants	$87,000
Total	**$89,500**

Assumptions

- This work excludes value engineering, or production of a conformed set of drawings based on negotiated changes during the bidding process. Those changes will be additional and be completed for o negotiated fee or as on hourly service as directed by the city.
- Construction administration period is 12 months. Extension beyond that time will be cause for additional services.

Project Understanding

Roles:

Volkert Is the prime consultant and will provide day to day Owner contact, project management, periodic site visits, and construction administration as it relates to the Civil Engineering.

TSW (Consultant) will act as the Team's Lead for Construction Administration and the primary point of contact with the Contractor. This Includes day to day communications with the contractor, coordination with sub consultants, distribution of RFI's, submittals, and general administration of the contract as described In the scope of work below. This proposal Includes consultant fees for Structural Engineering review and Fountain Design review.

The contractor will be required to provide a meeting space, create agendas, and run the OAC meetings as outlined In the Project Manual.

Schedule: The duration of this work Is 35 days for bidding, and 12 months for construction administration from the date of the contractor notice to proceed. Extension of the work beyond that time will require additional services.

Meetings: This work includes 6 meetings on site during bidding and CA. Additional on site meetings will be provided upon approval by the owner at an additional cost.

Basic Scope of Work

BIDDING + CONSTRUCTION ADMINISTATION

Bidding Assistance. The Consultant will assist the city during bidding by attending a pre bid conference on site, answering bidder questions, providing drawing clarifications, and evaluating bids. Participation in contract negotiation including value engineering (VE) discussions, reviews of contractor VE proposals, or producing conformed drawing and specifications based on the VE process will be provided for an additional fee. This work Includes a single 35 day bid period.

Deliverables:

- Bidder questions responses
- Drawing clarifications
- Meetings: 1 pre bid meeting on site

ATTACHMENT B

SUBCONSULTANT PROPOSALS

FOR

HERO PLAZA PHASE 1
BID & CONSTRUCTION ADMINSTRATION SERVICES

FOR

MOBILE ALABAMA

IN

DOWNTOWN MOBILE

Volkert Project No: TBD

Submission Date: May 5, 2023

IN WITNESS WHERE OF, the parties to these presents have hereunto set their hand and seal; the Mayor of the City of Mobile, acting under and by virtue of such office and with fully authority and the Consultant by such duly authorized officers or individuals as may be required by law.

This Agreement entered into as of the day and year first written above.

	Legal Name of Party to Contract:
OWNER: **City of Mobile**	CONSULTANT: **Volkert, Inc.**
Signature	Signature
William S. Stimpson, Mayor	Drew Davis, Vice President
Printed Name and Title	Printed Name and Title

(Corporate Seal if applicable)

ATTEST: City of Mobile

ASSISTANT City Clerk

STATE OF ALABAMA
COUNTY OF MOBILE

Before me, the undersigned a Notary Public in and for said County and State, personally appeared Drew Davis as Vice President of Volkert, Inc. and after being duly sworn, did depose and say that he, as such officer and with full authority, signed the above and foregoing voluntarily as the act of

Sworn to and subscribed for me this 22 day of May, 2023.

NOTARY PUBLIC
My Commission Expires:

CHRISTINA WILLIAMS
My Commission Expires
February 4, 2024

ATTACHMENT A

ENGINEERING FEE PROPOSAL

FOR

HERO PLAZA PHASE 1
BID & CONSTRUCTION ADMINSTRATION SERVICES

FOR

MOBILE ALABAMA

IN

DOWNTOWN MOBILE

PREPARED BY:

VOLKERT

1110 Montlimar Drive, Suite 1050
Mobile, Alabama 36609

Volkert Project No: TBD

Submission Date: May 5, 2023

INDEX

DESCRIPTION	SHEET NUMBER
Project Introduction & Scope	3
Basic Service & Special Services Summary	3 - 4
Summary of Engineering Fee Proposal	5
Basic Service Man-Hour & Cost Estimate	6-9
Special Service Man-Hour & Cost Estimate	N/A

ATTACHMENTS

Sub-Consultant Proposals ..... ATTACHMENT B

PROJECT INTRODUCTION & SCOPE

The proposed project will provide for bid and construction administration services for Hero Plaza Phase 1 based on the bid documents submitted to the City dated April 14th, 2023.

The project will consist of developing Heroes Plaza along the western frontage of the Mobile Convention Center and will include the construction of an accessible plaza with ramps, stairs, walls, and specialty paving to increase the location's attractiveness to visitors as they come to view the statues planned to be installed at the plaza. The project will include refurbishment of the existing fountain attached to the Convention Center. The project will also include a reconfigured entrance to the Convention Center parking lot and a modified drop off lane with new shade canopy.

Volkert will serve as the prime consultant and will serve as the City's direct point of contact. Volkert will utilize the expertise of Sub-consultant TSW to serve as the Team's Lead for Construction Administration and the primary point of contact with the Contractor. Refer to Attachment B for a more detailed scope of TSW's services.

The anticipated construction schedule for this project is 12 months after the selected Contractor is given Notice to Proceed. Volkert will provide a weekly inspection of the project site and develop a weekly inspection report to be submitted to the City. The Volkert Project Manager will also attend the twice-monthly OAC Meetings to be conducted by the Contractor. Refer to the *Construction Administration Phase Section* below for a full scope of Volkert's Construction Administration services.

BASIC SERVICES (Lump Sum)

The scope of Basic Services will include a Bid Procurement Phase and Construction Administration Phase. An itemized list of services is anticipated:

Bid Procurement Phase

1. Bid Procurement – TSW
   a. Refer to Attachment B for details.
2. Bid procurement (Volkert) will include the following:
   a. Coordination of the project advertisement with local and statewide newspapers.
   b. Preparation of Bid Packets for Distribution
   c. Conducting a Pre-Bid Meeting and Preparing a Resume of Meeting
   d. Addressing Questions and Issuing Addendums
   e. ~~Conducting a Bid Opening~~ (Removed from Scope)
   f. Evaluating and Reconciling Received Bids

Construction Administration Phase

1. Construction Administration – TSW
   a. Refer to Attachment B for details.
2. Construction Administration (Volkert) will include the following:
   a. Prepare Contract Documents & Issue for Construction Plans
   b. Conduct a Pre-Construction Meeting
   c. Review Shop Drawings / Submittals (Electrical & Traffic Signal)
   d. Address Contractor Requests for Information (RFIs)
   e. Attend OAC Meetings ~~(2 per month)~~ (1 per month)
   f. Perform Weekly Site Inspection (44 Inspections)
   g. Develop Weekly Site Inspection Report (44 Reports)
   h. Review Contractor Reports & Pay Estimates
   i. Attend Final Inspection & Prepare Punch List
   j. Prepare & Issue Record Drawings
   k. Coordinate Project Closeout
   l. Miscellaneous Meetings, Administrative Tasks, & Questions

***Refer to Man-hour Estimates for itemized list of anticipated scope for each of the services listed. ***

SPECIAL SERVICES (Cost Plus with Not to Exceed)

There are no special services included with this proposal.

EXCLUDED SERVICES

Any service not specifically mentioned or described within this document is considered excluded from the scope of services related to this task order. Excluded services will not be performed under this task order but may be added in the form of an amendment or a separate task order.

The following are not included in the scope of this proposal:

1. This proposal does not include any environmental services. The proposed project is expected to have less than an acre of total disturbance; therefore, an NPDES permit is not anticipated to be required.

2. This service does not include USACE permitting. If proposed site developments are found to impact delineated wetlands, this proposal may be amended to include USACE permitting services as needed.

3. This proposal does not include construction inspection or construction material testing services.

PROJECT DESCRIPTION: HERO PLAZA PHASE 1 - BID AND CONSTRUCTION ADMIN SERVICES

SUMMARY OF ENGINEERING FEE PROPOSAL		
BASIC / PROFRESSIONAL SERVICES		
TASK NO.	**SERVICE DESCRIPTION**	**TOTAL COST**
1	TOTAL BID PROCUREMENT PHASE	$9,182.72
2	TOTAL CONSTRUCTION ADMINISTRATION PHASE	$139,731.63
	TOTAL BASIC SERVICES COST (LUMP SUM)	**$148,914.35**
SPECIAL SERVICES		
TASK NO.	**SERVICE DESCRIPTION**	**TOTAL COST**
N/A	N/A	$0.00
	TOTAL SPECIAL SERVICES COST (COST PLUS)	**$0.00**
	TOTAL ENGINEERING COST	**$148,914.35**

Task No.	MAN-HOUR BID PROCUREMENT ESTIMATE - VOLKERT					
1	**BID PROCUREMENT - VOLKERT**	**Project Manager**	**Staff 2 Prof**	**Staff 1 Prof**	**Tech**	**Admin**
1.1	Coordinate Project Advertisement		1			
1.2	Prepare Bid Packets for Distribution		1			
1.3	Prepare Notes & Agendas for Pre-Bid Meeting		2			2
1.4	Conduct Pre-Bid Meeting		4			
1.5	Prepare Resume of Pre-Bid Meeting		2			2
1.6	Address Contractor Questions & Issue Addendums		20			2
1.7	Evaluate & Reconcile Bids	1	4			2
TOTAL BID PROCUREMENT MAN-HOURS - VOLKERT		**1**	**34**	**0**	**0**	**8**

Task No.	PROPOSED BID PROCUREMENT FEE - VOLKERT					
1	**BID PROCUREMENT - VOLKERT**	**Man-hour**	**Rate**	**COST**		
	Labor Costs					
	Project Manager	1	$72.55	$72.55		
	Staff 2 Professional	34	$59.93	$2,037.62		
	Staff 1 Professional	0	$39.94	$0.00		
	Technician	0	$40.48	$0.00		
	Administrative Assistant	8	$33.25	$266.00		
	TOTAL DIRECT LABOR			**$2,376.17**		
	Combined Overhead		143.92%	$3,419.78		
	TOTAL LABOR + OVERHEAD			**$5,795.95**		
	Operating Margin		15%	**$869.39**		
	FCCM (Direct Labor Only)		0.180%	**$4.28**		
	SUBTOTAL LABOR COSTS			**$6,669.62**		
	Out of Pocket Costs					
	Travel Expenses (Mobile office to Downtown Mobile) (10 Miles 1-way)	**Trips**	**Miles**	**Rate**		**Cost**
		1	20	$0.655		$13.10
	TOTAL OUT OF POCKET					**$13.10**
	SUBTOTAL BID PROCUREMENT PHASE - VOLKERT					**$6,682.72** LS

PROJECT DESCRIPTION: HERO PLAZA PHASE 1 - BID AND CONSTRUCTION ADMIN SERVICES

Task No.	SUB-CONSULTANT (TSW) *BID PROCUREMENT PHASE*		
1.B	**BID PHASE - TSW**	**COST**	
1.B1	Bid Phase	$2,500.00	
SUBTOTAL BID PROCUREMENT PHASE - SUBCONSULTANTS		**$2,500.00**	
Volkert, Inc. (Management Fee, 5% of Total Subconsultant Fee)		$125.00	
TOTAL SUBCONSULTANT BID PHASE SERVICES COST		**$2,625.00**	LS

TOTAL BID PROCUREMENT PHASE	**$9,182.72**	LS

Task No.	MAN-HOUR CONSTRUCTION ADMINISTRATION ESTIMATE - VOLKERT					
2A	**Construction Administration (12 Months / 52 Weeks)** *(Site Development Only)*	**Project Manager**	**Staff 2 Prof**	**Staff 1 Prof**	**Tech**	**Admin**
2A.1	Prepare Contract Documents & Issue for Construction Plans	1	4	8		2
2A.2	Prepare Notes & Agendas for Pre-Construction Meeting	2	2			
2A.3	Conduct Pre-Construction Meeting	4	4			
2A.4	Review Shop Drawings / Submittals	4	24			
2A.5	Contractor RFIs	4	40			
2A.6	Attend OAC Meetings (1 per month) (11 Meetings - 2 hours each)		22			
2A.7	Weekly Site Inspection (44 Inspections - 1.5 hours each)		66			
2A.8	Weekly Site Inspection Reports (44 Reports - 1 hour each)		44			
2A.9	Review Reports / Pay Estimates	4	12			2
2A.10	Attend Final Inspection	4	4			
2A.11	Prepare & Issue Record Drawings	1	2	8		2
2A.12	Coordinate Project Closeout	1	4			4
2A.13	Miscellaneous Meetings / Admin / Questions		8			
	TOTAL CONST. ADMIN. MAN-HOURS	**25**	**236**	**16**	**0**	**10**

Task No.	PROPOSED CONSTRUCTION ADMINISTRATION PHASE FEE - VOLKERT					
2A	**Construction Administration (12 Months / 52 Weeks) (Site Development Only)**	**Man-hour**	**Rate**	**COST**		
	Labor Costs					
	Project Manager	25	$72.55	$1,813.75		
	Staff 2 Professional	236	$59.93	$14,143.48		
	Staff 1 Professional	16	$39.94	$639.04		
	Technician	0	$47.05	$0.00		
	Administrative Assistant	10	$33.25	$332.50		
	TOTAL DIRECT LABOR			**$16,928.77**		
	Combined Overhead		143.92%	$24,363.89		
	TOTAL LABOR + OVERHEAD			**$41,292.66**		
	Operating Margin		15%	**$6,193.90**		
	FCCM (Direct Labor Only)		0.180%	**$30.47**		
	SUBTOTAL LABOR COSTS			**$47,517.03**		
	Out of Pocket Costs					
	Travel Expenses (Mobile office to Downtown Mobile) (10 Miles 1-way)	**Trips**	**Miles**	**Rate**	**Cost**	
		66	20	$0.655	$864.60	
	TOTAL OUT OF POCKET				**$864.60**	
	TOTAL CONST. ADMIN PHASE - VOLKERT COST				**$48,381.63**	LS

Task No.	SUB-CONSULTANT (TSW) CONSTRUCTION ADMINISTRATION PHASE		
2B	***CONSTRUCTION ADMINISTRATION - TSW***	**COST**	
2B.1	Construction Administration - Plaza	$87,000.00	
SUBTOTAL BID PROCUREMENT PHASE - SUBCONSULTANTS		**$87,000.00**	
	Volkert, Inc. (Management Fee, 5% of Total Subconsultant Fee)	$4,350.00	
	TOTAL SUBCONSULTANT BID PHASE SERVICES COST	**$91,350.00**	LS

TOTAL CONSTRUCTION ADMINISTRATION PHASE	**$139,731.63**	LS

AGENDA ITEM SUMMARY SHEET

Agenda of:7/11/2023

Submitted by:
Cassie Boatwright, Real Estate Asset Management Dept

Sponsored by:
Councilmember Carroll and Mayor Stimpson

Purpose and Scope of Project:
For the development of Heroes Plaza along the western frontage of the Arthur R. Outlaw Convention Center

Amount of Contract:
$148,914.35

Funding Source
Project # Heroes Park - Professional Services PR-022-22 **Discretionary Funds**
Project String C0874 TIF-Heroes Plaza Renovations (20002000-42200) **Contract Number:**
Budget Amendment **REDUCE** **INCREASE**
Grant Funds **Matching Funds**

ATTACHMENTS:

Description	Type	Upload Date
PR-022-22 Heroes Park - Professional Services	Cover Memo	7/6/2023

REVIEWERS:

Department Reviewer	Action	Date
No Reviewers Available		

CAPITAL CONTRACT SUMMARY SHEET

(2 COPIES REQUIRED)

CONTRACT #

PROJECT NAME: TIF-HEROES PLAZA RENOVATIONS

CAPITAL PROJECT #: C0874 (20002000-42200)

CONTRACT AMOUNT: $148,914.35 **DATE OF RECEIPT:** _____

ARCHITECTURAL ENGINEERING PROJECT #: PR-022-22

PROJECT DESCRIPTION: FOR THE DEVELOPMENT OF HEROES PLAZA ALONG THE WESTERN FRONTAGE OF THE ARTHUR R. OUTLAW CONVENTION CENTER (1 SOUTH WATER STREET).

VENDOR NAME: VOLKERT, INC.

VENDOR NUMBER: 227500

DEPT #: 3032 **DEPT NAME:** ARCHITECTURAL ENGINEERING

CONTRACT ADMINISTRATOR: CASSIE BOATWRIGHT (Director of REAM)

Please Select by circling one (Type):

Architectural	Engineering	Testing	Professional Services
Construction (Unit Price)*	Construction**	ROW (Acquisitions)	
Performance-Contributed	Contractual	Non-Contractual	

RETAINAGE INFORMATION:

SHOULD RETAINAGE BE WITHHELD? Y ___ N X ; 5% of the 1st 50% ___ or

If different, indicate special rate _____

Unit Price Contracts are estimates per F. Kessler - do not require Change Orders

****General Construction requires Change Order for 10% overages.***

Prepared by: Katie Cassil – Secretary III **Date:** 7/06/2023

CAPITAL CONTRACT SUMMARY SHEET

NA

AGENDA ITEM SUMMARY SHEET

Agenda of: May 12, 2026

Submitted by:
Carleen Stout, Dep Dir-Real Estate/Asset Mgmt

Sponsored by:
Spiro Cheriogotis, Mayor
CJ Small, Councilmember

Purpose and Scope of Project:
Accept an easement from the Mobile Airport Authority for a nonexclusive utility easement agreement to run fiber optic for security purposes to Arlington Park, located at 1705 S. Broad Street.

Amount of Contract:
NA

Funding Source
NA

ATTACHMENTS:
1. RESOLUTION Arlington Fiber
2. Non Exclusive Utility Agreement

REVIEWERS:
Stacey Howard
Carleen Stout
Cherlina Monteiro
James Barber

RESOLUTION

Sponsored by Mayor Spiro N. Cheriogotis and Councilmember C.J. Small

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MOBILE, ALABAMA that the City hereby accepts an easement from the Mobile Airport Authority, for a nonexclusive utility easement agreement, to run fiber optic for security purposes to Arlington Park, located at 1705 S. Broad Street.

SAID document with sketch being attached hereto and made a part hereof as fully as if set forth herein.

Adopted:

_____

City Clerk

STATE OF ALABAMA)

COUNTY OF MOBILE)

NON-EXCLUSIVE UTILITY EASEMENT AGREEMENT

This instrument is executed this _____day of _____, 2026, by and between the Mobile Airport Authority, a public corporation ("Grantor") and the City of Mobile, a municipal corporation ("'Grantee").

RECITALS

WHEREAS, Grantor owns one (1) parcel of real property adjacent to City Parcels, being Tax Parcel Number R022911530001002.000, Key No. 974501.

WHEREAS, Grantee is the owner of Arlington Park within those certain two (2) parcels of real property in the County of Mobile, State of Alabama, being tax Parcel Nos. R022911530001002.001 and R023201520002002.003, Key Nos. 4004062 and 4004064 respectively.

WHEREAS, Grantee is currently in need of a utility easement to run fiber optic for security purposes to Arlington Park.

WHEREAS, Grantor is willing to grant an easement under their parcel to the Grantee for such purposes, described and shown as below:

See attached **"EXHIBIT A"**

As shown on **"EXHIBIT B"**

The easement and right of way granted herein shall run with the respective lands, benefiting Grantee and burdening Grantor parcel. The provisions of this instrument shall be binding upon the successors, assigns and transferees of the Grantor and the Grantee.

Grantor reserves unto itself, its tenants, servants, agents, customers, guests, invitees, licensees, employees, transferees and assigns the non-exclusive right to use the said easement area for maintenance at any time, and for any other use which shall not unreasonably interfere with the grant of the rights herein.

It is understood and agreed by all parties hereto that the rights hereby granted are subject to the following terms and conditions:

1. This easement is made subject to any and all liens, encumbrances, easements, rights of way and all other matters recorded in the office of the Judge of Probate, Mobile County, Alabama.
2. All construction of this project is the sole responsibility of the Grantee and Grantee's construction will comply with the City of Mobile's regulations for construction in Flood zone and Floodway areas. If at any time the easement descripted herein is the underlying cause of any erosion or washing, then Grantee will immediately take necessary steps to prevent same.
3. Grantee shall maintain, replace and repair the fiber optic within the said Easement and shall keep it in good condition fit for the purposes intended by this instrument. Grantee shall provide prior written notice to Grantor prior to entering the easement area for routine maintenance.
4. Grantor specifically reserves unto itself the right of ingress and egress to and from its land and facilities at all times and should any of the Grantee's easement area as constructed, hinder, or interfere with the Grantor's ingress or egress for the proper use of its land, easements or encumbrances, then Grantee shall make the necessary provisions to eliminate same.

5. Grantee covenants that the initial improvements to the subject property will be in compliance with those engineering plan drawings prepared by Sawgrass, titled Arlington Park Fiber Optic Installation which such drawing is hereby incorporated by reference herein as a part hereof. The said plans will be constructed only after approval by the City of Mobile's Engineering Department via the City of Mobile's Land Disturbance Permitting Process.
6. The easement herein described is designed to provide a Non-Exclusive Utility Easement for fiber optic installation. In the event of a hazardous condition occurring after use, the responsible party, whether from Grantor's use or Grantee's use, will be solely responsible for all clean up and disposal of the hazard or pollutant at no expense to the other party and for notification to all regulatory authorities if such an event should occur. Grantee shall be responsible for hazardous conditions to the extent caused by its installation, use, or maintenance of the fiber optic facilities, and shall have no responsibility for pre-existing conditions or conditions not caused by Grantee or its contractors.
7. Except as necessary within the boundaries of said easement, any and all lands and/or improvements, excluding trees and shrubs, disturbed in the utilization of the rights hereby granted will be restored by the Grantee to a condition substantially the same as existed immediately prior to said disturbance; Grantee must establish vegetation on all areas disturbed by any of its activities and any erosion caused by its activities must be repaired all at no direct cost to the Grantor.
8. Except as otherwise provided herein, Grantee does hereby obtain all the rights and privileges necessary or convenient for the full enjoyment or use of said easement.
9. The easement granted hereby may not be conveyed by the Grantee.

10. Grantor reserves the right to access, pave, build drives and parking areas over, and to use and enjoy said parcel of land, provided that Grantor, its successors and assigns, shall not construct or permit to be constructed on, over, or under said parcel any obstruction that may unreasonably interfere with the rights hereby granted.
11. Grantee agrees that in the event it shall cause material disturbance to the property, Grantee will restore the affected area to a like condition immediately prior to such disturbance.
12. Any notice to be given by Grantor shall be deemed as given when posted in the United States Mail and addressed to the City of Mobile, P.O. Box 1827, Mobile, Alabama 36633-1827. Any notice to be given by the City of Mobile shall be deemed as given when posted in the United States Mail and addressed to Mobile Airport Authority, 1891 Ninth Street, Mobile, Alabama 36615.

Subject to said terms and conditions, **TO HAVE AND TO HOLD THE SAME** unto the GRANTEE, its successors and assigns, for so long as the herein mentioned lands are used for the above purposes.

--------SIGNATURES TO FOLLOW--------

IN WITNESS WHEREOF, the Grantor and Grantee have caused this instrument to be executed in their name and seals affixed hereto on this the date above written.

GRANTOR:
MOBILE AIRPORT AUTHORITY
a public corporation

By: J. Adam Hays (SEAL)

Its: Acting Executive Director

STATE OF ALABAMA)
COUNTY OF MOBILE)

I, the undersigned Notary Public, in and for said county in said state, hereby certify that J. Adam Hays, whose name as Acting Executive Director, of the Mobile Airport Authority, a public corporation, has signed 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 public corporation on the day the same bears date.

GIVEN under my hand and official seal of office this the 24 day of April, 2026.

Notary Public
My Commission Expires:

STATE OF ALABAMA NOTARY PUBLIC
AMBER GILL
My Commission Expires
February 1, 2027

GRANTEE:
CITY OF MOBILE, A Municipal Corporation

By: Spiro N. Cheriogotis

Its: Mayor

ATTEST:

City Clerk

THIS INSTRUMENT PREPARED BY:
City of Mobile
P.O. Box 1827
Mobile, AL 36633-1827

GRANTEE
City of Mobile
P.O. Box 1827
Mobile, AL 36633-1827

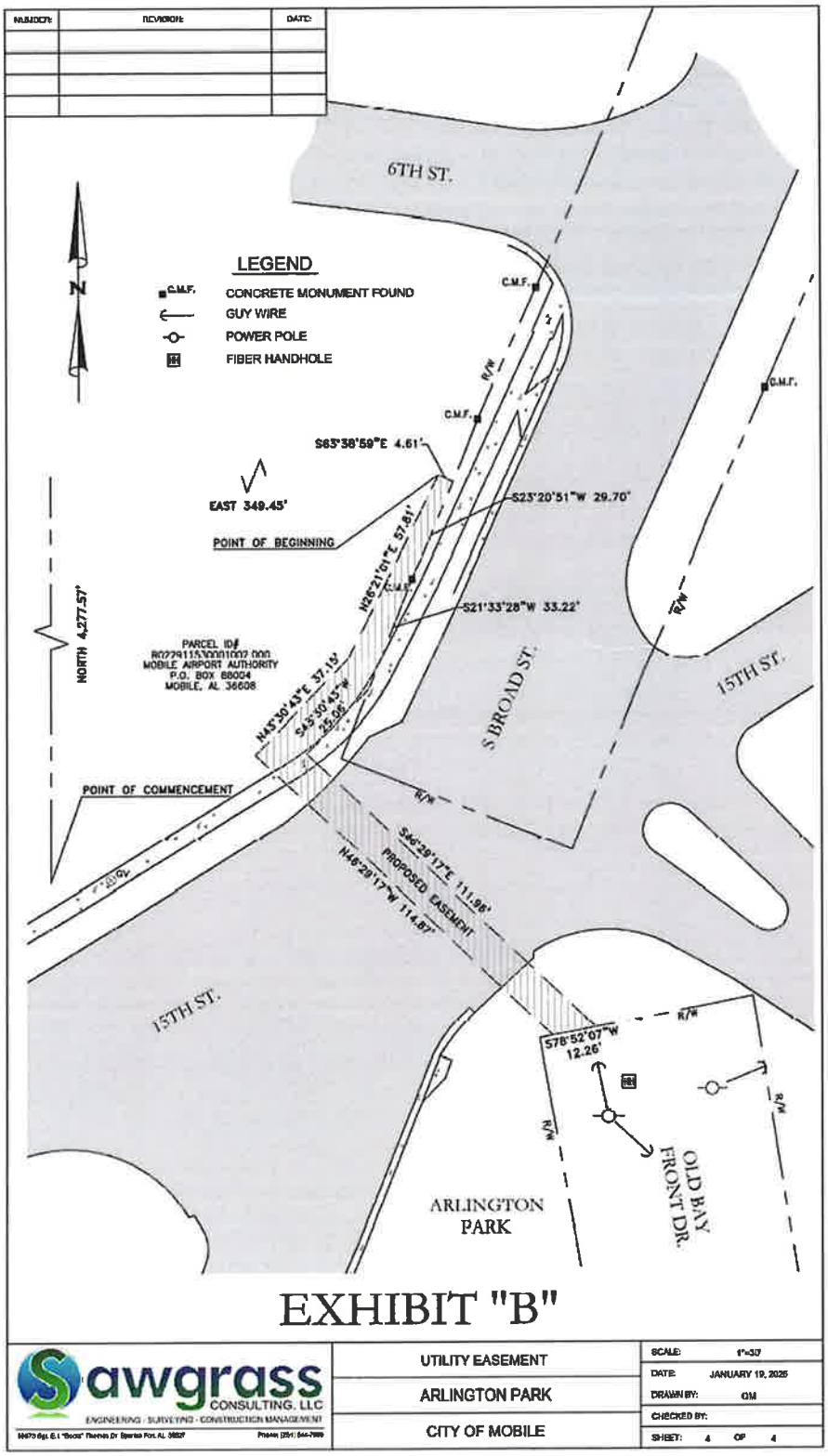
GRANTOR
Mobile Airport Authority
1891 Ninth Street
Mobile, AL 36615

"EXHIBIT A"

UTILITY EASEMENT DESCRIPTION:

COMMENCING AT A CONCRETE MONUMENT DESIGNATED AS "BROOKLEY BASE LINE ZERO (PIDBH3174) AND BEING LOCATED AT LATITUDE NORTH 30°38'15.48", LONGITUDE WEST 88°03'49.21" NAD 83 (ALABAMA WEST STATE PLANE COORDINATES NORTH 232240.40, EAST 1791229.56); THENCE RUN NORTH 4,277.57 FEET TO A POINT; THENCE RUN EAST 349.45 FEET TO THE POINT OF BEGINNING; THENCE RUN S63°38'59"E, 4.61 FEET TO A POINT LOCATED ON THE WEST RIGHT OF WAY LINE OF S BROAD STREET; THENCE RUN S23°20'51"W, ALONG SAID WEST RIGHT OF WAY LINE, 29.70 FEET TO A CONCRETE MONUMENT; THENCE RUN S21°33'28"W, ALONG SAID WEST RIGHT OF WAY LINE, 33.22 FEET TO A POINT; THENCE RUN S43°30'43"W, LEAVING SAID WEST RIGHT OF WAY LINE, 25.06 FEET TO A POINT; THENCE RUN S46°29'17"E, 111.96 FEET TO A POINT ON THE NORTH RIGHT OF WAY LINE OF OLD BAY FRONT DRIVE; THENCE RUN S78°52'07"W, ALONG SAID NORTH RIGHT OF WAY LINE, 12.26 FEET TO A POINT; THENCE RUN N46°29'17"W, LEAVING SAID NORTH RIGHT OF WAY LINE, 114.87 FEET TO A POINT; THENCE RUN N43°30'43"E, 37.15 FEET TO A POINT; THENCE RUN N26°21'01"E, 57.81 FEET TO THE POINT OF BEGINNING, CONTAINING 1,835 SQ.FT.±.

“EXHIBIT B”


NUMBER:
REVISION:
DATE:
6TH ST.
LEGEND
C.M.F. CONCRETE MONUMENT FOUND
GUY WIRE
POWER POLE
FIBER HANDHOLE
N
C.M.F.
R/W
S63°38'59"E 4.61'
EAST 349.45'
POINT OF BEGINNING
S23°20'51"W 29.70'
N26°21'01"E 57.81'
S21°33'28"W 33.22'
NORTH 4,277.57'
PARCEL ID#
R022911500001002.000
MOBILE AIRPORT AUTHORITY
P.O. BOX 66004
MOBILE, AL 36608
N45°30'43"E 37.19'
S45°30'43"W 25.06'
S. BROAD ST.
15TH ST.
POINT OF COMMENCEMENT
S46°29'17"E 111.98'
N46°29'17"W 114.87'
PROPOSED EASEMENT
S78°52'07"W 12.26'
OLD BAY FRONT DR.
ARLINGTON PARK
EXHIBIT "B"
Sawgrass CONSULTING, LLC
ENGINEERING · SURVEYING · CONSTRUCTION MANAGEMENT
UTILITY EASEMENT
ARLINGTON PARK
CITY OF MOBILE
SCALE: 1"=30'
DATE: JANUARY 19, 2026
DRAWN BY: GM
CHECKED BY:
SHEET: 4 OF 4

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 TO CONSIDER VACATION OF PORTION OF UNOPENED RIGHT-OF-WAY ON OVERLOOK ROAD

Notice is hereby given that the Mobile City Council proposes to consider adoption of a resolution assenting to the vacation of portion of unopened right-of-way on Overlook Road.

The adoption of such resolution will be considered by the Mobile City Council on the 12th day of May, 2026, at 10:30 a.m., in the Mobile Government Plaza Auditorium, 205 Government Street.

Any citizen alleging to be affected by the proposed vacation may submit a written objection or may speak at the public hearing.

Lisa C. Lambert
City Clerk

STATE OF ALABAMA

COUNTY OF MOBILE

PETITION FOR VACATION OF RIGHT-OF-WAY
PURSUANT TO CODE OF ALABAMA § 23-4-20

WHEREAS FAITH MINISTRES INC, constitute all of the abutting landowners surrounding an unused portion of the existing unopened right-of-way in the City of Mobile, Alabama, said right-of-way being more particularly described as follows, to-wit:

Commencing at the Northeast corner of Section 8, T4S-R2W, Mobile County, Alabama, run S 00 degrees 21 minutes E 30.35 feet to a point on the South right of way line of Overlook Road, thence along said South line of Overlook Road, run S 89 degrees 41 minutes W 50 feet to the point of beginning, thence along said South line of Overlook Road, run S 89 degrees 41 minutes W 40 feet to a point, thence run S 00 degrees 21 minutes E 632.34 feet to a point thence run N 89 degrees 57 minutes 37 seconds E 40 feet to a point, thence run N 00 degrees 21 minutes W 632.53 feet to the point of beginning.

WHEREAS, a survey of said right-of-way is attached hereto as Exhibit A, a GIS map of said right-of-way is attached hereto as Exhibit B, and an aerial photo of said right-of-way is attached hereto as Exhibit C; and,

WHEREAS, said right-of-way is located solely within the City of Mobile;

AND, WHEREAS, the above-described area is not needed as a right-of-way for any public purpose and the vacation of the same is in the public interest; and,

WHEREAS, the square footage of the area sought to be vacated and abutting tracts is as follows:

15,815– area to be vacated
136,125– Parcel "A" tract
20,602 – Parcel "B" tract

WHEREAS, the current year assessed values as determined by the Mobile County Revenue Commissioner on all tracts that abut the right-of-way sought to be vacated are as follows:

$101,000 – Parcel "A" tract
$12,200 – Parcel "B" tract

WHEREAS, FAITH MINISTRES INC, desire to vacate said right-of-way; provided, however, that entities with utility lines, equipment or facilities in place within said right of way at the time of vacation, if any, shall have the right to continue to access, maintain, extend, and enlarge their lines, equipment and facilities to the same extent as if the vacation had not occurred; and,

WHEREAS, no other property owners own any land within or abutting the areas affected by this proposed vacation and thus will not be denied means of ingress and egress to and from their property or be otherwise affected by the vacation of said right of way.

NOW, THEREFORE, the undersigned FANNIE JOHNSON, pursuant to *Code of Alabama* § 23-4-20, as amended, hereby petition and request that the City Council of the City of Mobile assent to the vacation of that portion of the existing unopened right-of-way located in the City of Mobile, Alabama, more particularly described as follows:

Commencing at the Northeast corner of Section 8, T4S-R2W, Mobile County, Alabama, run S 00 degrees 21 minutes E 30.35 feet to a point on the South right of way line of Overlook Road, thence along said South line of Overlook Road, run S 89 degrees 41 minutes W 50 feet to the point of beginning, thence along said South line of Overlook Road, run S 89 degrees 41 minutes W 40 feet to a point, thence run S 00 degrees 21 minutes E 632.34 feet to a point, thence run N 89 degrees 57 minutes 37 seconds E 40 feet to a point, thence run N 00 degrees 21 minutes W 632.53 feet to the point of beginning.

IN WITNESS WHEREOF, the undersigned have here unto caused this petition to be executed by their duly authorized representatives as of the dates set forth herein below.

Faith Ministries Inc. Pastor

By Rev Fannie Johnson

Date: 10-6-2025

STATE OF ALABAMA

COUNTY OF MOBILE

I, the undersigned Notary Public, in and for said State and County, do hereby certify that FAITH MINISTRIES INC PASTOR, whose name as FANNIE JOHNSON, is signed to the above and foregoing petition for vacation, and who is known to me, acknowledged before me on this day, that, being informed of the contents of said petition, she, as such PASTOR and with full authority, executed the same voluntarily as attorney for FAITH MINISTRIES INC on the day the same bears date.

Given under my hand and official seal of office on this the 6th day of October, 2025

Paulette H Major

NOTARY PUBLIC

My Commission Expires:

PAULETTE H MAJOR
NOTARY PUBLIC
ALABAMA - STATE AT LARGE
My Commission Expires 06/02/2026

NOW, THEREFORE, the undersigned LISA BRACY, pursuant to Code of Alabama § 23-4-20, as amended, hereby petition and request that the City Council of the City of Mobile assent to the vacation of that portion of the existing unopened right-of-way located in the City of Mobile, Alabama, more particularly described as follows:

Commencing at the Northeast corner of Section 8, T4S-R2W, Mobile County, Alabama, run S 00 degrees 21 minutes E 30.35 feet to a point on the South right of way line of Overlook Road, thence along said South line of Overlook Road, run S 89 degrees 41 minutes W 50 feet to the point of beginning, thence along said South line of Overlook Road, run S 89 degrees 41 minutes W 40 feet to a point, thence run S 00 degrees 21 minutes E 632.34 feet to a point, thence run N 89 degrees 57 minutes 37 seconds E 40 feet to a point, thence run N 00 degrees 21 minutes W 632.53 feet to the point of beginning.

IN WITNESS WHEREOF, the undersigned have here unto caused this petition to be executed by their duly authorized representatives as of the dates set forth herein below.

Faith Ministries Inc. Director

By: Lisa Bracy

Date: 10-6-25

STATE OF ALABAMA

COUNTY OF MOBILE

I, the undersigned Notary Public, in and for said State and County, do hereby certify that FAITH MINISTRIES INC DIRECTOR, whose name as LISA BRACY, is signed to the above and foregoing petition for vacation, and who is known to me, acknowledged before me on this day, that, being informed of the contents of said petition, he, as such DIRECTOR and with full authority, executed the same voluntarily as attorney for FAITH MINISTRIES INC on the day the same bears date.

Given under my hand and official seal of office on this the 6th day of October, 2025.

Paulette H Major

NOTARY PUBLIC

My Commission Expires:

PAULETTE H MAJOR
NOTARY PUBLIC
ALABAMA - STATE AT LARGE
My Commission Expires 06/02/2026

NOW, THEREFORE, the undersigned DARRYL BRACY, pursuant to Code of Alabama § 23-4-20, as amended, hereby petition and request that the City Council of the City of Mobile assent to the vacation of that portion of the existing unopened right-of-way located in the City of Mobile, Alabama, more particularly described as follows:

Commencing at the Northeast corner of Section 8, T4S-R2W, Mobile County, Alabama, run S 00 degrees 21 minutes E 30.35 feet to a point on the South right of way line of Overlook Road, thence along said South line of Overlook Road, run S 89 degrees 41 minutes W 50 feet to the point of beginning, thence along said South line of Overlook Road, run S 89 degrees 41 minutes W 40 feet to a point, thence run S 00 degrees 21 minutes E 632.34 feet to a point thence run N 89 degrees 57 minutes 37 seconds E 40 feet to a point, thence run N 00 degrees 21 minutes W 632.53 feet to the point of beginning.

IN WITNESS WHEREOF, the undersigned have here unto caused this petition to be executed by their duly authorized representatives as of the dates set forth herein below.

Faith Ministries Inc. Director

By: _____

Date: 10-16-25

STATE OF ALABAMA

COUNTY OF MOBILE

I, the undersigned Notary Public, in and for said State and County, do hereby certify that FAITH MINISTRIES INC DIRECTOR, whose name as DARRYL BRACY, is signed to the above and foregoing petition for vacation, and who is known to me, acknowledged before me on this day, that, being informed of the contents of said petition, he, as such DIRECTOR and with full authority, executed the same voluntarily as attorney for FAITH MINISTRIES INC on the day the same bears date.

Given under my hand and official seal of office on this the 16th day of October 2025.

_____

NOTARY PUBLIC

My Commission Expires:

PAULETTE H MAJOR
NOTARY PUBLIC
ALABAMA - STATE AT LARGE
My Commission Expires 06/02/2026

STATE OF ALABAMA

COUNTY OF MOBILE

DECLARATION OF VACATION OF RIGHT-OF-WAY

WHEREAS FAITH MINISTRES INC, constitute all of the owners of land abutting a portion of the public right-of-way known as an unused portion of the existing unopend right-of-way in the City of Mobile, Alabama, said right-of-way being more particularly described as follows, to-wit:

Commencing at the Northeast corner of Section 8, T4S-R2W, Mobile County, Alabama, run S 00 degrees 21 minutes E 30.35 feet to a point on the South right of way line of Overlook Road, thence along said South line of Overlook Road, run S 89 degrees 41 minutes W 50 feet to the point of beginning, thence along said South line of Overlook Road, run S 89 degrees 41 minutes W 40 feet to a point, thence run S 00 degrees 21 minutes E 632.34 feet to a point thence run N 89 degrees 57 minutes 37 seconds E 40 feet to a point, thence run N 00 degrees 21 minutes W 632.53 feet to the point of beginning.

WHEREAS, a survey of said right-of-way area is attached hereto as Exhibit A; and,

WHEREAS,FAITH MINISTRES INC desire to vacate said right-of-way, and have petitioned the City Council of the City of Mobile to assent to the vacation of same, and have provided notice of the request to vacate to all utility providers with utility lines or facilities within the area to be vacated in accordance with the *Code of Alabama*; provided, however, that entities with utility lines, equipment or facilities in place within said right-of-way at the time of vacation shall have the right to continue to access, maintain, extend and enlarge their lines, equipment and facilities to the same extent as if the vacation had not occurred; and,

WHEREAS, all utility providers have issued their written consent to the aforesaid vacation; and,

WHEREAS, the aforesaid vacation is in the public interest; and,

WHEREAS, no other property owners own any land within or abutting the areas affected by this vacation and thus will not be denied means of ingress and egress to and from their property or be otherwise affected by the vacation of said alleys and right-of-way; and,

WHEREAS, the square footage of the area sought to be vacated and abutting tracts is as follows: 15,815 SF – area to be vacated;136,125 SF – Parcel "A" tract; 20,602 SF – Parcel "B" tract; and the current year assessed values as determined by the Mobile County Revenue Commissioner on all tracts that abut the right-of-way sought to be vacated are as follows: $101,000 – Parcel "A" tract; $12,200 – Parcel "B" tract; and,

WHEREAS, the City Council of the City of Mobile has assented to the vacation of the said right-of-way of an unused portion of the existing unused right-of-way in the City of Mobile,

Alabama as shown by a copy of a Resolution adopted by such governing body, and certified by the clerk or ministerial officer in charge of the records of the City of Mobile, to such effect, which is attached hereto and fully incorporated herein by reference.

NOW, THEREFORE, the premises considered, TO BE RESOLVED, declare the following described unused right-of-way in the City of Mobile, Alabama right-of-way of to be, and is hereby, vacated:

Commencing at the Northeast corner of Section 8, T4S-R2W, Mobile County, Alabama, run S 00 degrees 21 minutes E 30.35 feet to a point on the South right of way line of Overlook Road, thence along said South line of Overlook Road, run S 89 degrees 41 minutes W 50 feet to the point of beginning, thence along said South line of Overlook Road, run S 89 degrees 41 minutes W 40 feet to a point, thence run S 00 degrees 21 minutes E 632.34 feet to a point thence run N 89 degrees 57 minutes 37 seconds E 40 feet to a point, thence run N 00 degrees 21 minutes W 632.53 feet to the point of beginning.

WHEN DULY RECORDED in the Office of the Judge of Probate of Mobile County, Alabama, this Declaration of Vacation shall operate to divest all public rights, including any rights which may have been acquired by prescription, in the above described right-of-way of an unused right-of-way in the City of Mobile, Alabama so vacated; provided, however, that entities with utility lines, equipment or facilities in place within said alleys or right-of-way at the time of vacation shall have the right to continue to access, maintain, extend, and enlarge their lines, equipment and facilities to the same extent as if the vacation had not occurred.

IN WITNESS WHEREOF, the undersigned have hereunto caused this declaration of vacation to be executed by their duly authorized representatives as of the dates set forth herein below.

Faith Ministries Inc. Pastor

By: Rev Fannie Johnson

Date: 10-9-2025

STATE OF ALABAMA

COUNTY OF MOBILE

I, the undersigned Notary Public, in and for said State and County, do hereby certify that FANNIE JOHNSON, whose name as PASTOR of FAITH MINISTRIES INC, is signed to the above and foregoing declaration of vacation, and who is known to me, acknowledged before me on this day, that, being informed of the contents of said declaration, she, as such PASTOR and with full authority, executed the same voluntarily for and as the act of the CORPORATION on the day the same bears date.

Given under my hand and official seal of office on this the 9th day of October 20__.

Paulette H Mayor

NOTARY PUBLIC

My Commission Expires: _____

PAULETTE H. MAYOR NOTARY PUBLIC ALABAMA STATE AT LARGE MY COMM EXPIRES June 02, 2026

Faith Ministries, Inc. Director

By: _____

Date: 10-9-25

STATE OF ALABAMA

COUNTY OF MOBILE

I, the undersigned Notary Public, in and for said State and County, do hereby certify that DARRYL BRACY, whose name as DIRECTOR of FAITH MINISTRIES INC, is signed to the above and foregoing declaration of vacation, and who is known to me, acknowledged before me on this day, that, being informed of the contents of said declaration, he, as such DIRECTOR and with full authority, executed the same voluntarily for and as the act of the CORPORATION on the day the same bears date.

Given under my hand and official seal of office on this the 9th day of October, 20__.

_____

NOTARY PUBLIC

My Commission Expires: _____

PAULETTE H. MAJOR NOTARY PUBLIC ALABAMA STATE AT LARGE MY COMM EXPIRES June 02, 2026

Faith Ministries Inc. Director

By: Lisa Bracy

Date: 10-9-25

STATE OF ALABAMA

COUNTY OF MOBILE

I, the undersigned Notary Public, in and for said State and County, do hereby certify that LISA BRACY, whose name as DIRECTOR of FAITH MINISTRIES INC, is signed to the above and foregoing declaration of vacation, and who is known to me, acknowledged before me on this day, that, being informed of the contents of said declaration, he, as such DIRECTOR and with full authority, executed the same voluntarily for and as the act of the CORPORATION on the day the same bears date.

Given under my hand and official seal of office on this the 9th day of October, 20__.

Paulette H. Major

NOTARY PUBLIC

My Commission Expires:

PAULETTE H. MAJOR NOTARY PUBLIC ALABAMA STATE AT LARGE MY COMM EXPIRES June 02, 2026

Grantor's/Grantee's Addresses:
6694 Royalty Way
Mobile, Alabama

PREPARED BY:
John Crenshaw
Professional Land Surveyor

RESOLUTION ASSENTING TO THE VACATION OF A PORTION OF AN UNUSED PORTION OF A CITY OWNED RIGHT-OF-WAY

WHEREAS, it having been made known to the City Council of the City of Mobile that:

WHEREAS, FAITH MINISTRIES INC, constitutes all of the abutting landowners surrounding an unused portion of an unopened right-of-way in the City of Mobile, Mobile County, Alabama, said right-of-way being more particularly described as follows, to-wit:

Commencing at the Northeast corner of Section 8, T4S-R2W, Mobile County, Alabama, run S 00 degrees 21 minutes E 30.35 feet to a point on the South right of way line of Overlook Road, thence along said South line of Overlook Road, run S 89 degrees 41 minutes W 50 feet to the point of beginning, thence along said South line of Overlook Road, run S 89 degrees 41 minutes W 40 feet to a point, thence run S 00 degrees 21 minutes E 632.34 feet to a point thence run N 89 degrees 57 minutes 37 seconds E 40 feet to a point, thence run N 00 degrees 21 minutes W 632.53 feet to the point of beginning.

WHEREAS, said right-of-way constitutes an unused right-of-way that serves no public purpose since a portion of said right-of-way abutting the lands described herein has previously been vacated and is not open to the public; and,

WHEREAS, it has been shown to the satisfaction of the Mobile City Council that FAITH MINISTRIES INC is the only owner of lands abutting said abandoned alley portion; and,

FAITH MINISTRIES INC desires to vacate said unused portion of an unopened right-of-way described above, and has requested the City of Mobile to vacate the same, and has provided notice of their request to vacate to all utility providers with utility lines or facilities within the area to be vacated in accordance with the Code of Alabama; provided, however, that entities with utility lines, equipment or facilities in place within said right of way at the time of vacation shall have the right to continue to access, maintain, extend, and enlarge their lines, equipment and facilities to the same extent as if the vacation had not occurred; and,

WHEREAS, FAITH MINISTRIES INC has now submitted a petition to the City of Mobile to vacate said unused portion of an unopened right-of-way more particularly described herein, being a public street lying within the city limits of the City of Mobile, Alabama, pursuant to the Code of Alabama § 23-4-20, as amended; and,

WHEREAS, all utility providers have issued their written consent to the aforesaid vacation; and,

WHEREAS, the said unused right-of-way portion more particularly described herein is not needed as a public right-of-way in the City of Mobile, Alabama, and the aforesaid vacation is in the public interest; and,

WHEREAS, no other property owners own any land within or abutting the areas affected by this vacation and thus will not be denied means of ingress and egress to and from their property or be otherwise affected by the vacation of said right of way; and,

WHEREAS, the square footage of the area sought to be vacated and abutting tracts is as follows: 15,815 SF – area to be vacated; 136,125 SF – Parcel "A" tract; 20,602 SF – Parcel "B" tract; and the current year assessed values as determined by the Mobile County Revenue Commissioner on all tracts that abut the right-of-way sought to be vacated are as follows: $101,000 – Parcel "A" tract; $12,200 – Parcel "B" tract and,

NOW, THEREFORE, the premises considered, BE IT RESOLVED by the City Council of the City of Mobile, Alabama, pursuant to § 23-4-20 of the Code of Alabama (1975), as amended, that the following described right-of-way of an unopened service road is hereby vacated:

Commencing at the Northeast corner of Section 8, T4S-R2W, Mobile County, Alabama, run S 00 degrees 21 minutes E 30.35 feet to a point on the South right of way line of Overlook Road, thence along said South line of Overlook Road, run S 89 degrees 41 minutes W 50 feet to the point of beginning, thence along said South line of Overlook Road, run S 89 degrees 41 minutes W 40 feet to a point, thence run S 00 degrees 21 minutes E 632.34 feet to a point thence run N 89 degrees 57 minutes 37 seconds E 40 feet to a point, thence run N 00 degrees 21 minutes W 632.53 feet to the point of beginning.

Notice of this Resolution shall be published once in a newspaper of general circulation in Mobile County no later than fourteen (14) days after its adoption.

ADOPTED this the___day of _____, 2025, in Mobile, Alabama.

STATE OF ALABAMA)

COUNTY OF MOBILE)

2002041299 Book-5165 Page-1470
Total Number of Pages: 4

1100
100
12750
14850
1000
15850
200
16050

VENDOR'S LIEN DEED

KNOW ALL MEN BY THESE PRESENTS, that the undersigned, **Hatten's Nursery, Inc.,** hereinafter called the Grantor, in consideration of NINETY-FIVE THOUSAND AND NO/100 ($95,000.00) DOLLARS, of which the sum of TEN THOUSAND AND NO/100 ($10,000.00) DOLLARS is hereby acknowledged to have been paid to said Grantor by **Faith Ministries, Inc.,** hereinafter called the Grantee, and the balance of which is payable as hereinafter set forth, does hereby grant, bargain, sell and convey, subject to the exceptions, reservations and limitations hereinafter set out, unto the Grantee, all that real property situate, lying and being in the County of Mobile, State of Alabama, described as follows, to-wit:

Parcel A: Commencing at the Northeast corner of Section 8, T4S-R2W, Mobile County, Alabama, run S 00 degrees 21 minutes E 30.35 feet to a point on the South right of way line of Overlook Road, thence along said South line of Overlook Road, run S 89 degrees 41 minutes W 90 feet to the Southwest corner of the intersection of the South right of way line of Overlook Road and the West line of a 40 foot right of way deeded to the City of Mobile for a service road along Middle Ring Road, said point being the point of beginning of the property herein described, thence continuing S 89 degrees 41 minutes W along said South line of Overlook Road, run 119.70 feet, thence run S 00 degrees 21 feet E 175.0 feet, thence run S 89 degrees 41 minutes W 122.00 feet to a point on the East line of Terkeurst Subdivision as per plat recorded in Map Book 15, Page 115 of the Probate Court records of Mobile County, Alabama, thence along said East line of Terkeurst Subdivision and an extension thereof, run S 00 degrees 20 minutes 33 seconds E 456.0 feet, thence run N 89 degrees 57 minutes 37 seconds E 242.15 feet to a point on said West line of 40 foot service road right of way, thence along said West line of right of way, run N 00 degrees 21 minutes W 632.34 feet to the point of beginning.

Parcel B: Commencing at the Northeast corner of Section 8, T4S, R2W, Mobile County, Alabama, run S 00 degrees 21 minutes E 30.35 feet to a point on the South right of way line of Overlook Road, thence along said South line of Overlook Road, run S 89 degrees 41 minutes W 25.0 feet to the Southwest corner of the intersection of Overlook Road and Middle Ring Road, said point being the point of beginning of the property herein described, thence along the West right of way line of Middle Ring Road run S 00 degrees 21 minutes E 632.65 feet, thence run S 89 degrees 57 minutes 37 seconds W 25 feet to a point on the East line of a 40 foot right of way deeded to the City of Mobile for a service road along Middle Ring Road, thence along said East line of right of way, run N 00 degrees 21 minutes W 632.53 feet to a point on the South right of way line of Overlook Road, thence along said South line of Overlook Road, run N 89 degrees 41 minutes E 25.0 feet to the point of beginning.

Together with all and singular the rights, privileges, tenements, hereditaments and appurtenances thereunto belonging or in anywise appertaining; **TO HAVE AND TO HOLD** the same unto the said Grantee, its heirs and assigns forever.

This conveyance is made subject to the following:

1. Excepting therefrom such oil, gas and other minerals in, on and under said real property, together with all rights in connection therewith, as have previously been reserved by or conveyed to others than the grantor.

2. Easement granted to Mobile County as recorded in Deed Book 495, Page 470. As to Parcels "A" and "B"

3. Oil, gas and mineral rights as recorded in Real Property Book 1515, Page 714. As to Parcels "A" and "B"

4. Right of way to City of Mobile as recorded in Real Property Book 1473, Page 820. As to Parcels "A" and "B"

5. Easement granted to Board of Water & Sewer Commissioner of Mobile as recorded in Real Property Book 1540, Page 38. As to Parcels "A" and "B"

All recording references herein are to the records in the Office of the Judge of Probate of Mobile County, Alabama.

And, except as to taxes hereafter falling due which are assumed by the Grantee herein, and except as herein otherwise provided, said Grantor does for itself and for its heirs, executors and administrators, hereby covenant with the Grantee herein, its heirs and assigns, that it is seized of an indefeasible estate in fee simple in and to said property; that said property is free and clear of all encumbrances, and that it will forever **WARRANT AND DEFEND** the title thereto, and the peaceable possession thereof unto the said Grantee, its heirs and assigns, against the lawful claims of all persons whomsoever.

The balance of the purchase price, to-wit: the sum of Eighty-Five Thousand and NO/100 ($85,000.00) Dollars, to secure payment of which a vendor's lien is hereby specifically retained by the Grantor, is evidenced by promissory note of even date herewith made by the Grantee and payable to the order of the Grantor as follows:

> By three hundred fifty-nine (359) monthly installments of Five Hundred Thirty-Seven and 26/100 ($537.26) Dollars, including interest at six and one-half (6.5%) percent per annum, and one monthly payment of the remaining principal and interest due, the first monthly installment being due and payable on July 1, 2002, and one of such subsequent monthly installments of principal and interest being due and payable on or before the same day of the month in each ensuing month thereafter;

By accepting this conveyance, the Grantee hereby agrees and binds itself so long as any part of the said purchase price, or the interest thereon, remains unpaid, to pay said note and the interest thereon promptly upon maturity, and as follows:

1. To keep the improvements on said property, or those hereafter erected on said property, in good repair and insured against fire and all physical loss in companies satisfactory to Grantor, in such amount, not exceeding the indebtedness hereby secured and not exceeding the value of said improvements, as may be required by Grantor, with loss, if any, payable to the Grantor as its interest may appear, the policies evidencing said insurance to be approved by and deposited with Grantor.

2. To pay promptly all taxes, assessments, liens or other charges which may be or become effective against said property, together with penalties, costs and other expenses incurred or which may accrue in connection therewith; and if the vendor's lien contained herein is subordinate to any prior mortgage or lien, to make all payments and do all things required by such prior lien as to keep the same from becoming in default.

3. That if the Grantor shall, upon the happening of any default hereunder, employ an attorney to collect any sums hereby secured, by litigation or otherwise, or to foreclose this lien under the power of sale contained herein, or by bill in equity, or in connection with any suit for an accounting arising under this instrument, to pay all reasonable costs, expenses and attorney's fees so incurred; and any such costs, expenses or attorney's fees shall be an additional lien on said property, secured by this instrument, and may also be included in any judgment or decree rendered in connection with any such litigation.

4. That if the Grantee fails to perform any of the duties herein specified, the Grantor may perform the same, and any sum expended by the Grantor in this behalf, including any principal, interest or other payments on account of any prior lien or mortgage, shall be an additional lien on said property secured by this instrument.

5. The proceeds of any award or claim for damages, direct or consequential, in connection with any condemnation or other taking of any part of the Property, or for conveyance in lieu of condemnation, are hereby assigned and shall be paid to Grantor.

6. And Grantee hereby vests Grantor with full power and authority, upon the happening of a default in the payment at maturity of said note, or any of the installments thereof, or the interest thereon, or upon default in the performance of any of the obligations imposed herein on said Grantee at Grantor's option, to declare the entire indebtedness hereby secured to be immediately due and payable, and at its option to take possession of said property and at its option to sell the same at the front door of the Courthouse of said County, at auction for cash after first giving notice of the time, place and terms of sale by advertisement published once a week for three consecutive weeks in a newspaper published in said County, and to make proper conveyance to the purchaser at such sale in the name of the Grantee, and the proceeds of said sale to apply: first, to the payment of the costs of said sale, including reasonable attorney's and auctioneer's fees, second, to the payment of any and all debts, obligations and interest thereon to the date of sale, and any amount that may be due the Grantor by virtue of any of the special liens or agreements herein declared; and, third, the balance, if any, to be paid over to the said Grantee.

7. At any sale under the powers herein contained, the said Grantor may bid upon and purchase said property, or any part thereof, like a stranger hereto, in which event the auctioneer making the sale shall make the deed in the name of the Grantee.

8. The provisions hereof shall run in favor of and bind, not only the parties hereto, but also their heirs, personal representatives, successors and assigns.

9. Should the Grantee sell, transfer or convey any interest in said property or transfer the within vendor's lien without the written consent of the Grantor, such conveyance or transfer shall be a default under the terms hereof.

IN WITNESS WHEREOF, the said parties hereto have hereunto set their hands and seals on this the 24th day of May, 2002.

Grantor:

Hatten's Nursery, Inc.

By: William A. Hatten (SEAL)
Its: PRESIDENT

Grantee:

FAITH MINISTRIES, INC.

BY: Rev. Fannie L. Johnson (SEAL)
Its: Director

BY: Darryl Vaughn Bracy Sr. (SEAL)
Its: Director

BY: Debra E. Lett (SEAL)
Its: Director

STATE OF ALABAMA)

COUNTY OF MOBILE)

I, the undersigned authority, a Notary Public in and for said County in said State, hereby certify that William A. Hatten, Sr., whose name as President of Hatten's Nursery, Inc. is signed to the foregoing instrument, and who is known to me, acknowledged before me on this day that, being informed of the contents of said instrument, he executed the same voluntarily for and on behalf of said corporation, and with full authority on the day the same bears date.

Given under my hand and official seal this the 24th day of May, 2002.

NOTARY PUBLIC
My Commission Expires: 10/04/03

(NOTARIAL SEAL)

STATE OF ALABAMA)

COUNTY OF MOBILE)

I, the undersigned authority, a Notary Public in and for said County in said State, hereby certify that Reverend Fannie L. Johnson, Debra E. Lett and Darryl Vaughn Bracy, Sr., whose names as Directors of Faith Ministries, Inc. are signed to the foregoing instrument, and who are known to me, acknowledged before me on this day that, being informed of the contents of said instrument, they executed the same voluntarily for and on behalf of said corporation, and with full authority on the day the same bears date.

Given under my hand and official seal this the 24th day of May, 2002.

NOTARY PUBLIC
My Commission Expires: 10/04/03

(NOTARIAL SEAL)

Grantee's Current Address:

6417 Princeton Woods Dr. N
Mobile, AL 36618

This instrument prepared by:
Jason D. Smith
ANDERS, BOYETT & BRADY, P.C.
Attorneys at Law
One Maison, Suite 203
3800 Airport Boulevard
Mobile, Alabama 36608
(251) 344-0880
62473

State of Alabama - Mobile County
I certify this instrument was filed on:

Tue, May-28-2002 @ 10:31:13AM

RECORDING FEE	11.00
MORTGAGE TAX	127.50
DEED TAX	10.00
S. R. FEE	2.00
SURCHARGE	10.00
TOTAL AMOUNT	$160.50

2002041299
Don Davis, Judge of Probate

STATE OF ALABAMA)

COUNTY OF MOBILE)

400776

KNOW ALL MEN BY THESE PRESENTS, that J. F. PATE and IRENE W. PATE, husband and wife, the Grantors, for and in consideration of the sum of ONE DOLLAR ($1.00) cash, hereby acknowledged to have been paid to them by the CITY OF MOBILE, ALABAMA, a municipal corporation, do hereby REMISE, RELEASE, QUIT-CLAIM and CONVEY unto the said City of Mobile, Alabama, the Grantee, a right of way for a public road over and across the following described real property situated in the City and County of Mobile, State of Alabama, to-wit:

A strip of land 40 feet in width, having 20 feet on each side of the following described centerline: Commencing at the Northeast Corner of Section 8, T4S, R2W, Mobile County, Alabama, run S 00° 21' E 30.35 feet to a point on the South right of way line of Overlook Road, thence along said South line of Overlook Road, run S 89° 41' W 70 feet to the beginning of said centerline, thence run S 00° 21' E, parallel with and 45 feet West of the West right of way line of Middle Ring Road, a distance of 632.43 feet, more or less to the end of said centerline.

The undersigned Grantors except from the foregoing conveyance and retain and reserve unto themselves, their heirs and assigns, in perpetuity, all interest or interests in and to all oil, gas and other minerals in, on or under the real property herein conveyed to the extent said oil, gas and other minerals have not been heretofore conveyed or reserved.

TO HAVE AND TO HOLD said right of way unto the City of Mobile, Alabama, a municipal corporation, its successors and assigns, forever, for such public road purposes.

IN WITNESS WHEREOF, the Grantors have hereunto set their hands and seals, this 27th day of May, 1975.

J. F. Pate (SEAL)
J. F. PATE

Irene W. Pate (SEAL)
IRENE W. PATE

Grantors

RECORD FEE 1.25
STATE OF ALA. MOBILE CO.
I CERTIFY THIS INSTRUMENT WAS FILED ON
JUL 9 8 28 AM '75
RECORDED
DEED TAX
CLERK OF THE CIRCUIT COURT
JUDGE OF PROBATE

REAL PROP 1473 PAGE 0820

STATE OF ALABAMA)

COUNTY OF MOBILE)

I, the undersigned Notary Public in and for said State and County, hereby certify that J. F. Pate and Irene W. Pate, husband and wife, whose names 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 conveyance, they executed the same voluntarily on the day the same bears date.

Given under my hand and notarial seal on this 27th day of May, 1975.

NOTARY PUBLIC, MOBILE COUNTY, ALABAMA

THIS INSTRUMENT PREPARED BY RICHARD F. PATE ATTORNEY AT LAW MOBILE, ALA.

I CERTIFY THAT THERE WAS NO TAX COLLECTED ON THIS INSTRUMENT.

John L. Moore.

JUDGE OF PROBATE

REAL PROP 1473 PAGE 0821

Alabama Power

150 Saint Joseph Street
P.O. Box 2247
Mobile, AL 36602
bjarrett@southernco.com

May 16, 2025

VIA ELECTRONIC MAIL
Faith Ministries Inc
6401 Overlook Road
Mobile, AL 36618

Re: Vacation of service road along Overlook Road and Middle Ring Road

Mr. Crenshaw,

You have requested consent by Alabama Power Company to the vacation of a service road along Overlook Road and Middle Ring Road in Mobile, AL more particularly described in the survey provided.

Pursuant to Code of Alabama, Title 23-4-2, Alabama Power Company (the "Company") hereby consents to the requested vacation provided that the resolution and any conveyance, release or vacation documents shall reserve unto said Company the right to continue to maintain, extend and enlarge its lines, equipment and facilities to the same extent as if the vacation had not occurred and all other rights, title and interests held by the Company with respect to the area to be vacated under any statute or other law or under any other conveyance or agreement, whether recorded or unrecorded, including without limitation all the rights and privileges necessary or convenient for the full enjoyment and use of its lines, equipment and facilities now or hereafter located within or adjacent to the area to be vacated; and the right of ingress and egress to and from said lines, equipment and facilities; and the right to cut and/or trim trees or limbs which, in the sole opinion of said Company, would interfere with said lines, equipment and facilities; and the right to prohibit use of the area vacated in a manner which violates the National Electric Safety Code.

Please advise if further assistance is required.

Sincerely,

Blake Jarrett
Corporate Real Estate

Enclosure: Survey

MAWSS
MOBILE AREA WATER & SEWER SYSTEM

July 29, 2025

Mr. John F. Crenshaw, P.L.S.
802 Murray Hill Road
Irvington, AL 36544-3438

RE: Request to vacate a 40' Wide Service ROW
East of and adjacent to 6401 Overlook Road (south side at Middle Ring)
Section 08, T4S-R2W

Dear Mr. Crenshaw:

We have reviewed the referenced vacation request and determined that our facilities will not be affected. Therefore, we concur with your request to vacate the above referenced right-or-way.

We appreciate the opportunity to be of service to you. If we can provide additional assistance, please contact us.

MOBILE AREA WATER AND SEWER SYSTEM

Daryl B. Russell, P.E.
Director of Planning & Market Development

cc: A. Tyree

P.O. Box 180249, Mobile, AL 36618-0249 • 4725 Moffett Road, Mobile, AL 36618-2236 • Phone 251.694.3196 • Fax 251.694.3447
www.mawss.com

Spire Alabama Inc.
2101 Sixth Avenue North
Birmingham, AL 35203

June 6, 2025

Faith Ministries, Inc.
6401 Overlook Road
Mobile, Al 36618

Re: Vacation Request

Vacation: 40- foot unopened, unpaved service road

Faith Ministries Inc.,

In response to John F. Crenshaw letter dated May 7th, 2025 relative to the above referenced Vacation Request 40' unopened, unpaved service road.

Please be advised that Spire Alabama Inc. ("Spire") has no facilities located within the area which is requested to be vacated.

Sincerely,

~~Alex Sammet (Jun 13, 2025 14:15 CDT)~~
Alex Sammet
Manager of Right of Way & Land Management
Spire Alabama Inc.

TJF: DRC
cc: John F. Crenshaw

Engineering Approval: RJ

Systems Planning Approval: WM

AT&T Alabama
2155 Old Shell Rd
Mobile, AL 36607
www.att.com

T: 251.470.5650
F: 251.471.0410
Brad.sadler@att.com

May 13, 2025

John Crenshaw
Faith Ministries, Inc.
6401 Overlook Rd
Mobile, Alabama 36618

Dear Mr. Crenshaw

This letter is written in response to your letter of May 7, 2025 wherein a request is made of AT&T for consent to the vacation of ROW for an unused service road off of Overlook Rd, as described in the attached survey of May 7, 2025. AT&T hereby consents to the requested vacation with the reservation unto said company of all the rights and privileges necessary or convenient for the full enjoyment or use of its facilities located within or adjacent to the area to be vacated. Including the right of ingress and egress to and from said facilities, the right to cut and/or trim trees which interfere with said facilities, and the right to prohibit the use of the land vacated in a manner which violates the National Electric Safety Code.

Any future requests for relocation of AT&T facilities that are located in this easement, will require compensation from the requestor of the facilities to be relocated. Any damage to AT&T facilities, while working in the area, will result in compensation from the party responsible for the damages, to AT&T.

Please contact me in our Mobile office at 251-406-0123 if any additional information is required.

Sincerely,

Brad Sadler
Specialist, AT&T Alabama
251-470-5650

Proud Sponsor of the U.S. Olympic Team

COMCAST

September 9, 2025

John F. Crenshaw
Land Surveyor
c/o Faith Ministries, Inc.
6401 Overlook Road
Mobile, AL 36618

Re: Request to Vacate Portions of Property at 6401 Overlook Road, Mobile, AL 36618

Dear Mr. Crenshaw,

This letter is in response to your letter dated May 7, 2025, requesting Comcast to consent to the vacation of portions of a 40-foot unopened, unpaved service road located at or near 6401 Overlook Road, Mobile, AL 36618.

Comcast currently has aerial facilities along the right of way of the said property, and defined as:

> An easement 25 feet in width, the centerline of which is described as follows:
> Commencing at the northeast corner of Section 8, T4S, R2W, Mobile County, Alabama, and run S 00 degrees 28 minutes 50 seconds E along the East line of Section 8 a distance of 40 feet more or less to a point on the south right of way line of Overlook road; thence westerly a distance along the south right of way of Overlook road a distance of 37.5 feet to the point of beginning; thence S 00 degrees 28 minutes 50 seconds E and parallel with the centerline of Middlering Road a distance of 623 feet more or less to a point of ending on the north property line of Joseph B. Stapleton.

Comcast consents to vacate the said portions of the said property but does not revoke or waive its right to be in the public right of way or any existing utility easement within or adjacent to the said property, now or at a future date. This letter of consent is issued under the condition that the right of way is kept in accordance with the permit granted to Comcast for the full enjoyment or use of its facilities within or adjacent to the said area to be vacated.

If you need additional information, please contact me at Rodney_Governs@comcast.com or (501) 912-1774.

Sincerely,

Rodney Governs

Rodney Governs
Director of Construction

Kim Hastie
Revenue Commissioner
Mobile County, Alabama

3925 Michael Blvd Suite G
Mobile, AL 36609

Printed on: 10/7/2025

2025 ASSESSMENT STATEMENT

Owner

FAITH MINISTRIES INC

Mailing Address

6694 ROYALTY WAY
MOBILE AL 36618-4642

PARCEL INFORMATION	
Parcel Number	28 03 08 1 001 001.01X
Receipt Number	121464
Account Number	01416051
Tax Year	2025
Tax & Cost	$0.00
Escaped Taxes Due	$0.00
Amount Paid	$0.00
Total Due	$0.00
Due Date	

ASSESSMENT INFORMATION	
Location	6401 OVERLOOK RD MOBILE AL 36618-3106
Neighborhood	MUNI 14 MOBILE PROPER
Subdivision	
Lot	
Block	
Property Class	2
Acreage	2.980
Exempt Code	OTH
Municipality	14 - MOBILE
School District	2
Disability Code	
Over 65 Code	
Key #:	1416051



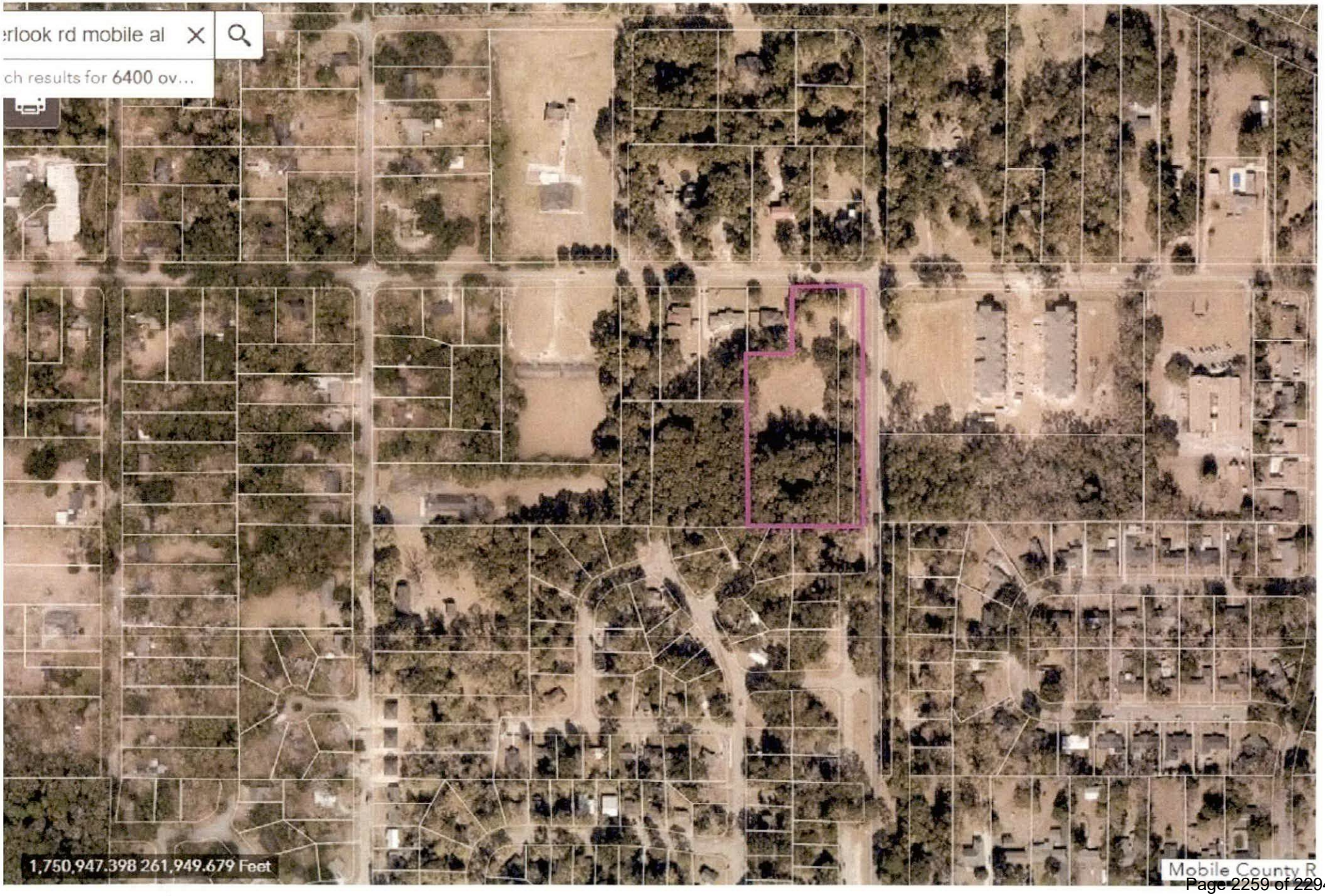
VALUATION SUMMARY

Improvement Value	Land Value	Market Value	Appraised Value	Assessed Value
$0	$101,000	$101,000	$101,000	$20,200

TAX BREAKDOWN

Millage Type	Municipality	Assessed Value	Millage Rate	Tax	Tax Exemption	Total Tax
STATE	14 - MOBILE	$20,200	6.50	$131.30	$131.30	$0.00
COUNTY	14 - MOBILE	$20,200	20.50	$414.10	$414.10	$0.00
SCHOOL	14 - MOBILE	$20,200	14.00	$282.80	$282.80	$0.00
DIST SCHOOL	14 - MOBILE	$20,200	15.50	$313.10	$313.10	$0.00
CITY	14 - MOBILE	$20,200	7.00	$141.40	$141.40	$0.00
FOREST	14 - MOBILE	$0	0.00	$0.00	$0.00	$0.00
TAX TOTAL				**$1,282.70**	**$1,282.70**	**$0.00**

Current Due	$0.00
Fees	$0.00
Payments	$0.00
Back Taxes	$0.00
TOTAL DUE	$0.00
Due Date	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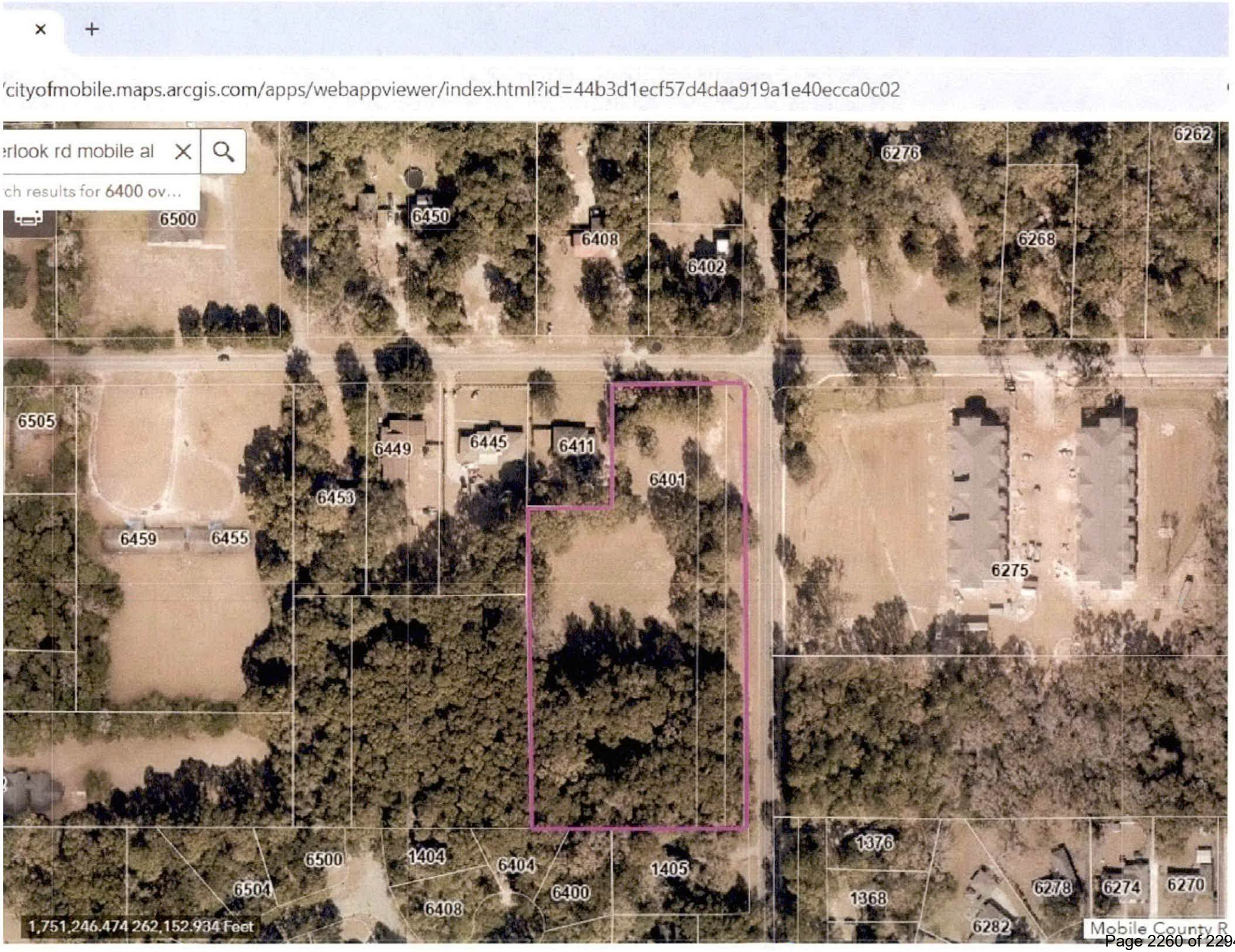
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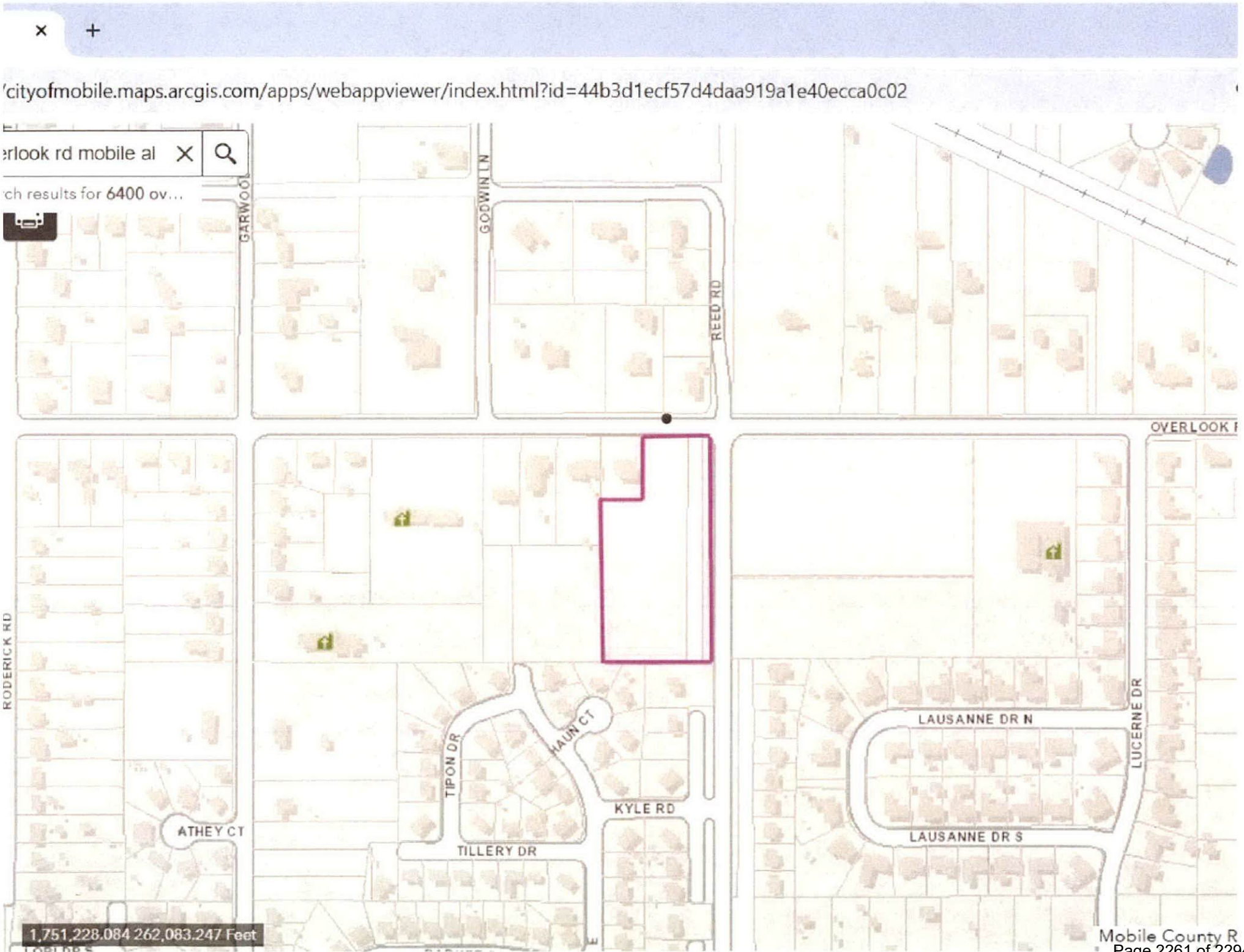
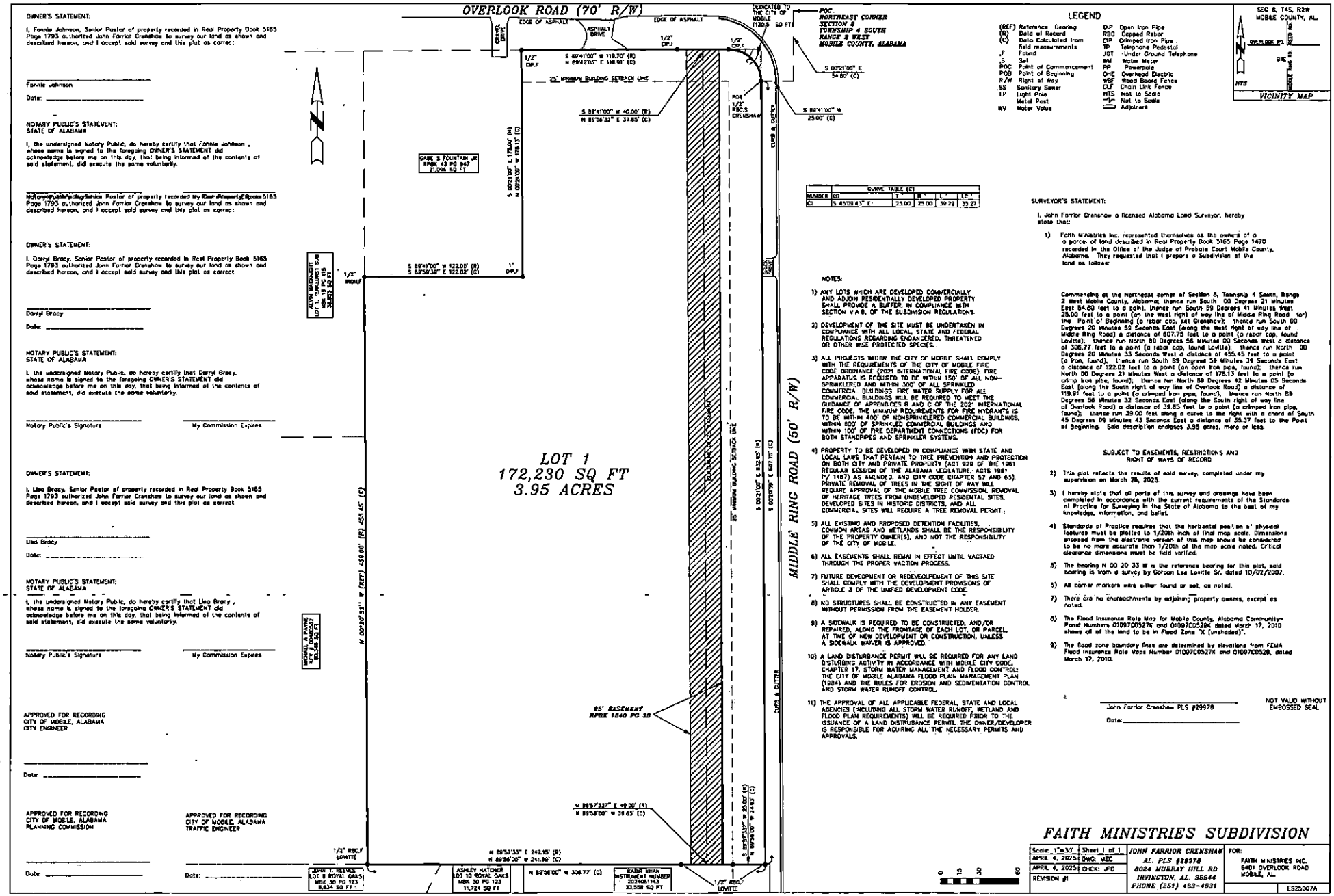
1,751,246.474 262,152.934 Feet
Mobile County R


'cityofmobile.maps.arcgis.com/apps/webappviewer/index.html?id=44b3d1ecf57d4daa919a1e40ecca0c02
erlook rd mobile al
ch results for 6400 ov...
GARWOOD
GODWIN LN
REED RD
OVERLOOK
RODERICK RD
TIPON DR
HAUN CT
KYLE RD
ATHEY CT
TILLERY DR
LAUSANNE DR N
LAUSANNE DR S
LUCERNE DR
1,751,228.084 262,083.247 Feet
Mobile County R



OWNER'S STATEMENT:

I, Fonnie Johnson, Senior Pastor of property recorded in Real Property Book 5165 Page 1793 authorized John Farrior Crenshaw to survey our land as shown and described hereon, and I accept said survey and this plat as correct.

Fonnie Johnson

Date: _____

NOTARY PUBLIC'S STATEMENT:
STATE OF ALABAMA

I, the undersigned Notary Public, do hereby certify that Fonnie Johnson , whose name is signed to the foregoing OWNER'S STATEMENT did acknowledge before me on this day, that being informed of the contents of said statement, did execute the same voluntarily.

Notary Public's Signature _____ My Commission Expires _____

OWNER'S STATEMENT:

I, Darryl Bracy, Senior Pastor of property recorded in Real Property Book 5165 Page 1793 authorized John Farrior Crenshaw to survey our land as shown and described hereon, and I accept said survey and this plat as correct.

Darryl Bracy

Date: _____

NOTARY PUBLIC'S STATEMENT:
STATE OF ALABAMA

I, the undersigned Notary Public, do hereby certify that Darryl Bracy, whose name is signed to the foregoing OWNER'S STATEMENT did acknowledge before me on this day, that being informed of the contents of said statement, did execute the same voluntarily.

Notary Public's Signature _____ My Commission Expires _____

OWNER'S STATEMENT:

I, Lisa Bracy, Senior Pastor of property recorded in Real Property Book 5165 Page 1793 authorized John Farrior Crenshaw to survey our land as shown and described hereon, and I accept said survey and this plat as correct.

Lisa Bracy

Date: _____

NOTARY PUBLIC'S STATEMENT:
STATE OF ALABAMA

I, the undersigned Notary Public, do hereby certify that Lisa Bracy , whose name is signed to the foregoing OWNER'S STATEMENT did acknowledge before me on this day, that being informed of the contents of said statement, did execute the same voluntarily.

Notary Public's Signature _____ My Commission Expires _____

APPROVED FOR RECORDING
CITY OF MOBILE, ALABAMA
CITY ENGINEER

Date: _____

APPROVED FOR RECORDING
CITY OF MOBILE, ALABAMA
PLANNING COMMISSION

Date: _____

APPROVED FOR RECORDING
CITY OF MOBILE, ALABAMA
TRAFFIC ENGINEER

Date: _____

LEGEND

(REF)	Reference Bearing	D/P	Open Iron Pipe
(R)	Data of Record	RBC	Capped Rebar
(C)	Data Calculated from field measurements	CIP	Crimped Iron Pipe
.F	Found	TP	Telephone Pedestal
.S	Set	UGT	Under Ground Telephone
POC	Point of Commencement	WM	Water Meter
POB	Point of Beginning	PP	Powerpole
R/W	Right of Way	OHE	Overhead Electric
SS	Sanitary Sewer	WBF	Wood Board Fence
LP	Light Pole	CLF	Chain Link Fence
MP	Metal Post	NTS	Not to Scale
WV	Water Valve	N/S	Not to Scale
			Adjoiners

SEC 8, T4S, R2W
MOBILE COUNTY, AL.

VICINITY MAP

CURVE TABLE (C)					
NUMBER	CD	T	R	L	LC
C1	S 45°09'45" E	25.00	25.00	39.28	35.37

NOTES:

1) ANY LOTS WHICH ARE DEVELOPED COMMERCIALLY AND ADJOIN RESIDENTIALLY DEVELOPED PROPERTY SHALL PROVIDE A BUFFER IN COMPLIANCE WITH SECTION V.A.8, OF THE SUBDIVISION REGULATIONS.

2) DEVELOPMENT OF THE SITE MUST BE UNDERTAKEN IN COMPLIANCE WITH ALL LOCAL, STATE AND FEDERAL REGULATIONS REGARDING ENDANGERED, THREATENED OR OTHER WISE PROTECTED SPECIES.

3) ALL PROJECTS WITHIN THE CITY OF MOBILE SHALL COMPLY WITH THE REQUIREMENTS OF THE CITY OF MOBILE FIRE CODE ORDINANCE (2021 INTERNATIONAL FIRE CODE). FIRE APPARATUS IS REQUIRED TO BE WITHIN 150' OF ALL NON-SPRINKLERED AND WITHIN 300' OF ALL SPRINKLED COMMERCIAL BUILDINGS. FIRE WATER SUPPLY FOR ALL COMMERCIAL BUILDINGS WILL BE REQUIRED TO MEET THE GUIDANCE OF APPENDICES B AND C OF THE 2021 INTERNATIONAL FIRE CODE. THE MINIMUM REQUIREMENTS FOR FIRE HYDRANTS IS TO BE WITHIN 400' OF NONSPRINKLERED COMMERCIAL BUILDINGS, WITHIN 600' OF SPRINKLED COMMERCIAL BUILDINGS AND WITHIN 100' OF FIRE DEPARTMENT CONNECTIONS (FDC) FOR BOTH STANDPIPES AND SPRINKLER SYSTEMS.

4) PROPERTY TO BE DEVELOPED IN COMPLIANCE WITH STATE AND LOCAL LAWS THAT PERTAIN TO TREE PREVENTION AND PROTECTION ON BOTH CITY AND PRIVATE PROPERTY (ACT 929 OF THE 1961 REGULAR SESSION OF THE ALABAMA LEGISLATURE, ACTS 1961 P./ 1487) AS AMENDED, AND CITY CODE CHAPTER 57 AND 65). PRIVATE REMOVAL OF TREES IN THE SIGHT OF WAY WILL REQUIRE APPROVAL OF THE MOBILE TREE COMMISSION. REMOVAL OF HERITAGE TREES FROM UNDEVELOPED RESIDENTIAL SITES, DEVELOPED SITES IN HISTORIC DISTRICTS, AND ALL COMMERCIAL SITES WILL REQUIRE A TREE REMOVAL PERMIT.

5) ALL EXISTING AND PROPOSED DETENTION FACILITIES, COMMON AREAS AND WETLANDS SHALL BE THE RESPONSIBILITY OF THE PROPERTY OWNER(S), AND NOT THE RESPONSIBILITY OF THE CITY OF MOBILE.

6) ALL EASEMENTS SHALL REMAIN IN EFFECT UNTIL VACTAED THROUGH THE PROPER VACTION PROCESS.

7) FUTURE DEVELOPMENT OR REDEVELOPEMENT OF THIS SITE SHALL COMPLY WITH THE DEVELOPMENT PROVISIONS OF ARTICLE 3 OF THE UNIFIED DEVELOPMENT CODE.

8) NO STRUCTURES SHALL BE CONSTRUCTED IN ANY EASEMENT WITHOUT PERMISSION FROM THE EASEMENT HOLDER.

9) A SIDEWALK IS REQUIRED TO BE CONSTRUCTED, AND/OR REPAIRED, ALONG THE FRONTAGE OF EACH LOT, OR PARCEL, AT TIME OF NEW DEVELOPMENT OR CONSTRUCTION, UNLESS A SIDEWALK WAIVER IS APPROVED.

10) A LAND DISTURBANCE PERMIT WILL BE REQUIRED FOR ANY LAND DISTURBING ACTIVITY IN ACCORDANCE WITH MOBILE CITY CODE, CHAPTER 17, STORM WATER MANAGEMENT AND FLOOD CONTROL; THE CITY OF MOBILE ALABAMA FLOOD PLAIN MANAGEMENT PLAN (1984) AND THE RULES FOR EROSION AND SEDIMENTATION CONTROL AND STORM WATER RUNOFF CONTROL.

11) THE APPROVAL OF ALL APPLICABLE FEDERAL, STATE AND LOCAL AGENCIES (INCLUDING ALL STORM WATER RUNOFF, WETLAND AND FLOOD PLAIN REQUIREMENTS) WILL BE REQUIRED PRIOR TO THE ISSUANCE OF A LAND DISTRUBANCE PERMIT. THE OWNER/DEVELOPER IS RESPONSIBLE FOR ACQUIRING ALL THE NECESSARY PERMITS AND APPROVALS.

SURVEYOR'S STATEMENT:

I, John Farrior Crenshaw a licensed Alabama Land Surveyor, hereby state that:

1) Faith Ministries Inc, represented themselves as the owners of a a parcel of land described in Real Property Book 5165 Page 1470 recorded in the Office of the Judge of Probate Court Mobile County, Alabama. They requested that I prepare a Subdivision of the land as follows:

Commencing at the Northeast corner of Section 8, Township 4 South, Range 2 West Mobile County, Alabama; thence run South 00 Degrees 21 Minutes East 54.80 feet to a point; thence run South 89 Degrees 41 Minutes West 25.00 feet to a point (on the West right of way line of Middle Ring Road for) the Point of Beginning (a rebar cap, set Crenshaw); thence run South 00 Degrees 20 Minutes 58 Seconds East (along the West right of way line of Middle Ring Road) a distance of 807.75 feet to a point (a rebar cap, found Lowtie); thence run North 89 Degrees 58 Minutes 00 Seconds West a distance of 308.77 feet to a point (a rebar cap, found Lowtie); thence run North 00 Degrees 20 Minutes 33 Seconds West a distance of 455.45 feet to a point (a iron, found); thence run South 89 Degree 58 Minutes 39 Seconds East a distance of 122.02 feet to a point (an open iron pipe, found); thence run North 00 Degrees 21 Minutes West a distance of 175.13 feet to a point (a crimp iron pipe, found); thence run North 89 Degrees 42 Minutes 05 Seconds East (along the South right of way line of Overlook Road) a distance of 119.97 feet to a point (a crimped iron pipe, found); thence run North 89 Degrees 58 Minutes 33 Seconds East (along the South right of way line of Overlook Road) a distance of 39.85 feet to a point (a crimped iron pipe, found); thence run 39.00 feet along a curve to the right with a chord of South 45 Degrees 09 Minutes 45 Seconds East a distance of 35.37 feet to the Point of Beginning. Said description encloses 3.95 acres, more or less.

SUBJECT TO EASEMENTS, RESTRICTIONS AND RIGHT OF WAYS OF RECORD

2) This plat reflects the results of said survey, completed under my supervision on March 28, 2025.

3) I hereby state that all parts of this survey and drawings have been completed in accordance with the current requirements of the Standards of Practice for Surveying in the State of Alabama to the best of my knowledge, information, and belief.

4) Standards of Practice requires that the horizontal position of physical features must be plotted to 1/20th inch of that map scale. Dimensions scrapped from the electronic version of this map should be considered to be no more accurate than 1/20th of the map scale noted. Critical clearance dimensions must be field verified.

5) The bearing N 00 20 33 W is the reference bearing for this plat, said bearing is from a survey by Gordon Lee Lowtie Sr. dated 10/02/2007.

6) All corner markers were either found or set, as noted.

7) There are no encroachments by adjoining property owners, except as noted.

8) The Flood Insurance Rate Map for Mobile County, Alabama Community-Panel Numbers 01097C0527K and 01097C0529K dated March 17, 2010 shows all of the land to be in Flood Zone "X (unshaded)".

9) The flood zone boundary lines are determined by elevations from FEMA Flood Insurance Rate Maps Number 01097C0527K and 01097C0529, dated March 17, 2010.

John Farrior Crenshaw PLS #29978

Date: _____

NOT VALID WITHOUT EMBOSSED SEAL

FAITH MINISTRIES SUBDIVISION

Scale: 1"=30' | Sheet 1 of 1	JOHN FARRIOR CRENSHAW	FOR:
APRIL 4, 2025 | DWG: MDC	AL. PLS #29978	FAITH MINISTRIES INC.
APRIL 4, 2025 | CHCK: JFC	8024 MURRAY HILL RD.	6401 OVERLOOK ROAD
REVISION #1	IRVINGTON, AL. 36544	MOBILE, AL.
	PHONE (251) 463-4931	ES25007A



CAPITAL CONTRACT SUMMARY SHEET

AGENDA ITEM SUMMARY SHEET

Agenda of: May 12, 2026

Submitted by:

Sponsored by:

Purpose and Scope of Project:

Amount of Contract:

Funding Source

ATTACHMENTS:

1. agenda packet_Faith Ministries

REVIEWERS:

Lana Pafenbach
Lana Pafenbach

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 TO CONSIDER VACATION OF PORTION OF UNOPENED RIGHT-OF-WAY ON OVERLOOK ROAD

Notice is hereby given that the Mobile City Council proposes to consider adoption of a resolution assenting to the vacation of portion of unopened right-of-way on Overlook Road.

The adoption of such resolution will be considered by the Mobile City Council on the 12th day of May, 2026, at 10:30 a.m., in the Mobile Government Plaza Auditorium, 205 Government Street.

Any citizen alleging to be affected by the proposed vacation may submit a written objection or may speak at the public hearing.

Lisa C. Lambert
City Clerk

STATE OF ALABAMA

COUNTY OF MOBILE

PETITION FOR VACATION OF RIGHT-OF-WAY
PURSUANT TO CODE OF ALABAMA § 23-4-20

WHEREAS FAITH MINISTRES INC, constitute all of the abutting landowners surrounding an unused portion of the existing unopened right-of-way in the City of Mobile, Alabama, said right-of-way being more particularly described as follows, to-wit:

Commencing at the Northeast corner of Section 8, T4S-R2W, Mobile County, Alabama, run S 00 degrees 21 minutes E 30.35 feet to a point on the South right of way line of Overlook Road, thence along said South line of Overlook Road, run S 89 degrees 41 minutes W 50 feet to the point of beginning, thence along said South line of Overlook Road, run S 89 degrees 41 minutes W 40 feet to a point, thence run S 00 degrees 21 minutes E 632.34 feet to a point thence run N 89 degrees 57 minutes 37 seconds E 40 feet to a point, thence run N 00 degrees 21 minutes W 632.53 feet to the point of beginning.

WHEREAS, a survey of said right-of-way is attached hereto as Exhibit A, a GIS map of said right-of-way is attached hereto as Exhibit B, and an aerial photo of said right-of-way is attached hereto as Exhibit C; and,

WHEREAS, said right-of-way is located solely within the City of Mobile;

AND, WHEREAS, the above-described area is not needed as a right-of-way for any public purpose and the vacation of the same is in the public interest; and,

WHEREAS, the square footage of the area sought to be vacated and abutting tracts is as follows:

15,815– area to be vacated
136,125– Parcel "A" tract
20,602 – Parcel "B" tract

WHEREAS, the current year assessed values as determined by the Mobile County Revenue Commissioner on all tracts that abut the right-of-way sought to be vacated are as follows:

$101,000 – Parcel "A" tract
$12,200 – Parcel "B" tract

WHEREAS, FAITH MINISTRES INC, desire to vacate said right-of-way; provided, however, that entities with utility lines, equipment or facilities in place within said right of way at the time of vacation, if any, shall have the right to continue to access, maintain, extend, and enlarge their lines, equipment and facilities to the same extent as if the vacation had not occurred; and,

WHEREAS, no other property owners own any land within or abutting the areas affected by this proposed vacation and thus will not be denied means of ingress and egress to and from their property or be otherwise affected by the vacation of said right of way.

NOW, THEREFORE, the undersigned FANNIE JOHNSON, pursuant to *Code of Alabama* § 23-4-20, as amended, hereby petition and request that the City Council of the City of Mobile assent to the vacation of that portion of the existing unopened right-of-way located in the City of Mobile, Alabama, more particularly described as follows:

Commencing at the Northeast corner of Section 8, T4S-R2W, Mobile County, Alabama, run S 00 degrees 21 minutes E 30.35 feet to a point on the South right of way line of Overlook Road, thence along said South line of Overlook Road, run S 89 degrees 41 minutes W 50 feet to the point of beginning, thence along said South line of Overlook Road, run S 89 degrees 41 minutes W 40 feet to a point, thence run S 00 degrees 21 minutes E 632.34 feet to a point, thence run N 89 degrees 57 minutes 37 seconds E 40 feet to a point, thence run N 00 degrees 21 minutes W 632.53 feet to the point of beginning.

IN WITNESS WHEREOF, the undersigned have here unto caused this petition to be executed by their duly authorized representatives as of the dates set forth herein below.

Faith Ministries Inc. Pastor

By Rev Fannie Johnson

Date: 10-6-2025

STATE OF ALABAMA

COUNTY OF MOBILE

I, the undersigned Notary Public, in and for said State and County, do hereby certify that FAITH MINISTRIES INC PASTOR, whose name as FANNIE JOHNSON, is signed to the above and foregoing petition for vacation, and who is known to me, acknowledged before me on this day, that, being informed of the contents of said petition, she, as such PASTOR and with full authority, executed the same voluntarily as attorney for FAITH MINISTRIES INC on the day the same bears date.

Given under my hand and official seal of office on this the 6th day of October, 2025

Paulette H Major

NOTARY PUBLIC

My Commission Expires:

PAULETTE H MAJOR
NOTARY PUBLIC
ALABAMA - STATE AT LARGE
My Commission Expires 06/02/2026

NOW, THEREFORE, the undersigned LISA BRACY, pursuant to Code of Alabama § 23-4-20, as amended, hereby petition and request that the City Council of the City of Mobile assent to the vacation of that portion of the existing unopened right-of-way located in the City of Mobile, Alabama, more particularly described as follows:

Commencing at the Northeast corner of Section 8, T4S-R2W, Mobile County, Alabama, run S 00 degrees 21 minutes E 30.35 feet to a point on the South right of way line of Overlook Road, thence along said South line of Overlook Road, run S 89 degrees 41 minutes W 50 feet to the point of beginning, thence along said South line of Overlook Road, run S 89 degrees 41 minutes W 40 feet to a point, thence run S 00 degrees 21 minutes E 632.34 feet to a point, thence run N 89 degrees 57 minutes 37 seconds E 40 feet to a point, thence run N 00 degrees 21 minutes W 632.53 feet to the point of beginning.

IN WITNESS WHEREOF, the undersigned have here unto caused this petition to be executed by their duly authorized representatives as of the dates set forth herein below.

Faith Ministries Inc. Director

By: Lisa Bracy

Date: 10-6-25

STATE OF ALABAMA

COUNTY OF MOBILE

I, the undersigned Notary Public, in and for said State and County, do hereby certify that FAITH MINISTRIES INC DIRECTOR, whose name as LISA BRACY, is signed to the above and foregoing petition for vacation, and who is known to me, acknowledged before me on this day, that, being informed of the contents of said petition, he, as such DIRECTOR and with full authority, executed the same voluntarily as attorney for FAITH MINISTRIES INC on the day the same bears date.

Given under my hand and official seal of office on this the 6th day of October, 2025.

Paulette H Major

NOTARY PUBLIC

My Commission Expires:

PAULETTE H MAJOR
NOTARY PUBLIC
ALABAMA - STATE AT LARGE
My Commission Expires 06/02/2026

NOW, THEREFORE, the undersigned DARRYL BRACY, pursuant to Code of Alabama § 23-4-20, as amended, hereby petition and request that the City Council of the City of Mobile assent to the vacation of that portion of the existing unopened right-of-way located in the City of Mobile, Alabama, more particularly described as follows:

Commencing at the Northeast corner of Section 8, T4S-R2W, Mobile County, Alabama, run S 00 degrees 21 minutes E 30.35 feet to a point on the South right of way line of Overlook Road, thence along said South line of Overlook Road, run S 89 degrees 41 minutes W 50 feet to the point of beginning, thence along said South line of Overlook Road, run S 89 degrees 41 minutes W 40 feet to a point, thence run S 00 degrees 21 minutes E 632.34 feet to a point thence run N 89 degrees 57 minutes 37 seconds E 40 feet to a point, thence run N 00 degrees 21 minutes W 632.53 feet to the point of beginning.

IN WITNESS WHEREOF, the undersigned have here unto caused this petition to be executed by their duly authorized representatives as of the dates set forth herein below.

Faith Ministries Inc. Director

By: _____

Date: 10-16-25

STATE OF ALABAMA

COUNTY OF MOBILE

I, the undersigned Notary Public, in and for said State and County, do hereby certify that FAITH MINISTRIES INC DIRECTOR, whose name as DARRYL BRACY, is signed to the above and foregoing petition for vacation, and who is known to me, acknowledged before me on this day, that, being informed of the contents of said petition, he, as such DIRECTOR and with full authority, executed the same voluntarily as attorney for FAITH MINISTRIES INC on the day the same bears date.

Given under my hand and official seal of office on this the 16th day of October 2025.

_____

NOTARY PUBLIC

My Commission Expires:

PAULETTE H MAJOR
NOTARY PUBLIC
ALABAMA - STATE AT LARGE
My Commission Expires 06/02/2026

STATE OF ALABAMA

COUNTY OF MOBILE

DECLARATION OF VACATION OF RIGHT-OF-WAY

WHEREAS FAITH MINISTRES INC, constitute all of the owners of land abutting a portion of the public right-of-way known as an unused portion of the existing unopend right-of-way in the City of Mobile, Alabama, said right-of-way being more particularly described as follows, to-wit:

Commencing at the Northeast corner of Section 8, T4S-R2W, Mobile County, Alabama, run S 00 degrees 21 minutes E 30.35 feet to a point on the South right of way line of Overlook Road, thence along said South line of Overlook Road, run S 89 degrees 41 minutes W 50 feet to the point of beginning, thence along said South line of Overlook Road, run S 89 degrees 41 minutes W 40 feet to a point, thence run S 00 degrees 21 minutes E 632.34 feet to a point thence run N 89 degrees 57 minutes 37 seconds E 40 feet to a point, thence run N 00 degrees 21 minutes W 632.53 feet to the point of beginning.

WHEREAS, a survey of said right-of-way area is attached hereto as Exhibit A; and,

WHEREAS,FAITH MINISTRES INC desire to vacate said right-of-way, and have petitioned the City Council of the City of Mobile to assent to the vacation of same, and have provided notice of the request to vacate to all utility providers with utility lines or facilities within the area to be vacated in accordance with the *Code of Alabama*; provided, however, that entities with utility lines, equipment or facilities in place within said right-of-way at the time of vacation shall have the right to continue to access, maintain, extend and enlarge their lines, equipment and facilities to the same extent as if the vacation had not occurred; and,

WHEREAS, all utility providers have issued their written consent to the aforesaid vacation; and,

WHEREAS, the aforesaid vacation is in the public interest; and,

WHEREAS, no other property owners own any land within or abutting the areas affected by this vacation and thus will not be denied means of ingress and egress to and from their property or be otherwise affected by the vacation of said alleys and right-of-way; and,

WHEREAS, the square footage of the area sought to be vacated and abutting tracts is as follows: 15,815 SF – area to be vacated;136,125 SF – Parcel "A" tract; 20,602 SF – Parcel "B" tract; and the current year assessed values as determined by the Mobile County Revenue Commissioner on all tracts that abut the right-of-way sought to be vacated are as follows: $101,000 – Parcel "A" tract; $12,200 – Parcel "B" tract; and,

WHEREAS, the City Council of the City of Mobile has assented to the vacation of the said right-of-way of an unused portion of the existing unused right-of-way in the City of Mobile,

Alabama as shown by a copy of a Resolution adopted by such governing body, and certified by the clerk or ministerial officer in charge of the records of the City of Mobile, to such effect, which is attached hereto and fully incorporated herein by reference.

NOW, THEREFORE, the premises considered, TO BE RESOLVED, declare the following described unused right-of-way in the City of Mobile, Alabama right-of-way of to be, and is hereby, vacated:

Commencing at the Northeast corner of Section 8, T4S-R2W, Mobile County, Alabama, run S 00 degrees 21 minutes E 30.35 feet to a point on the South right of way line of Overlook Road, thence along said South line of Overlook Road, run S 89 degrees 41 minutes W 50 feet to the point of beginning, thence along said South line of Overlook Road, run S 89 degrees 41 minutes W 40 feet to a point, thence run S 00 degrees 21 minutes E 632.34 feet to a point thence run N 89 degrees 57 minutes 37 seconds E 40 feet to a point, thence run N 00 degrees 21 minutes W 632.53 feet to the point of beginning.

WHEN DULY RECORDED in the Office of the Judge of Probate of Mobile County, Alabama, this Declaration of Vacation shall operate to divest all public rights, including any rights which may have been acquired by prescription, in the above described right-of-way of an unused right-of-way in the City of Mobile, Alabama so vacated; provided, however, that entities with utility lines, equipment or facilities in place within said alleys or right-of-way at the time of vacation shall have the right to continue to access, maintain, extend, and enlarge their lines, equipment and facilities to the same extent as if the vacation had not occurred.

IN WITNESS WHEREOF, the undersigned have hereunto caused this declaration of vacation to be executed by their duly authorized representatives as of the dates set forth herein below.

Faith Ministries Inc. Pastor

By: Rev Fannie Johnson

Date: 10-9-2025

STATE OF ALABAMA

COUNTY OF MOBILE

I, the undersigned Notary Public, in and for said State and County, do hereby certify that FANNIE JOHNSON, whose name as PASTOR of FAITH MINISTRIES INC, is signed to the above and foregoing declaration of vacation, and who is known to me, acknowledged before me on this day, that, being informed of the contents of said declaration, she, as such PASTOR and with full authority, executed the same voluntarily for and as the act of the CORPORATION on the day the same bears date.

Given under my hand and official seal of office on this the 9th day of October 20__.

Paulette H Mayor

NOTARY PUBLIC

My Commission Expires: _____

PAULETTE H. MAYOR NOTARY PUBLIC ALABAMA STATE AT LARGE MY COMM EXPIRES June 02, 2026

Faith Ministries, Inc. Director

By: Darryl Bracy

Date: 10-9-25

STATE OF ALABAMA

COUNTY OF MOBILE

I, the undersigned Notary Public, in and for said State and County, do hereby certify that DARRYL BRACY, whose name as DIRECTOR of FAITH MINISTRIES INC, is signed to the above and foregoing declaration of vacation, and who is known to me, acknowledged before me on this day, that, being informed of the contents of said declaration, he, as such DIRECTOR and with full authority, executed the same voluntarily for and as the act of the CORPORATION on the day the same bears date.

Given under my hand and official seal of office on this the 9th day of October, 20__.

Paulette H. Major

NOTARY PUBLIC

My Commission Expires:

PAULETTE H. MAJOR NOTARY PUBLIC ALABAMA STATE AT LARGE MY COMM EXPIRES June 02, 2026

Faith Ministries Inc. Director

By: Lisa Bracy

Date: 10-9-25

STATE OF ALABAMA

COUNTY OF MOBILE

I, the undersigned Notary Public, in and for said State and County, do hereby certify that LISA BRACY, whose name as DIRECTOR of FAITH MINISTRIES INC, is signed to the above and foregoing declaration of vacation, and who is known to me, acknowledged before me on this day, that, being informed of the contents of said declaration, he, as such DIRECTOR and with full authority, executed the same voluntarily for and as the act of the CORPORATION on the day the same bears date.

Given under my hand and official seal of office on this the 9th day of October, 20__.

Paulette H. Major

NOTARY PUBLIC

My Commission Expires:

PAULETTE H. MAJOR NOTARY PUBLIC ALABAMA STATE AT LARGE MY COMM EXPIRES June 02, 2026

Grantor's/Grantee's Addresses:
6694 Royalty Way
Mobile, Alabama

PREPARED BY:
John Crenshaw
Professional Land Surveyor

RESOLUTION ASSENTING TO THE VACATION OF A PORTION OF AN UNUSED PORTION OF A CITY OWNED RIGHT-OF-WAY

WHEREAS, it having been made known to the City Council of the City of Mobile that:

WHEREAS, FAITH MINISTRIES INC, constitutes all of the abutting landowners surrounding an unused portion of an unopened right-of-way in the City of Mobile, Mobile County, Alabama, said right-of-way being more particularly described as follows, to-wit:

Commencing at the Northeast corner of Section 8, T4S-R2W, Mobile County, Alabama, run S 00 degrees 21 minutes E 30.35 feet to a point on the South right of way line of Overlook Road, thence along said South line of Overlook Road, run S 89 degrees 41 minutes W 50 feet to the point of beginning, thence along said South line of Overlook Road, run S 89 degrees 41 minutes W 40 feet to a point, thence run S 00 degrees 21 minutes E 632.34 feet to a point thence run N 89 degrees 57 minutes 37 seconds E 40 feet to a point, thence run N 00 degrees 21 minutes W 632.53 feet to the point of beginning.

WHEREAS, said right-of-way constitutes an unused right-of-way that serves no public purpose since a portion of said right-of-way abutting the lands described herein has previously been vacated and is not open to the public; and,

WHEREAS, it has been shown to the satisfaction of the Mobile City Council that FAITH MINISTRIES INC is the only owner of lands abutting said abandoned alley portion; and,

FAITH MINISTRIES INC desires to vacate said unused portion of an unopened right-of-way described above, and has requested the City of Mobile to vacate the same, and has provided notice of their request to vacate to all utility providers with utility lines or facilities within the area to be vacated in accordance with the Code of Alabama; provided, however, that entities with utility lines, equipment or facilities in place within said right of way at the time of vacation shall have the right to continue to access, maintain, extend, and enlarge their lines, equipment and facilities to the same extent as if the vacation had not occurred; and,

WHEREAS, FAITH MINISTRIES INC has now submitted a petition to the City of Mobile to vacate said unused portion of an unopened right-of-way more particularly described herein, being a public street lying within the city limits of the City of Mobile, Alabama, pursuant to the Code of Alabama § 23-4-20, as amended; and,

WHEREAS, all utility providers have issued their written consent to the aforesaid vacation; and,

WHEREAS, the said unused right-of-way portion more particularly described herein is not needed as a public right-of-way in the City of Mobile, Alabama, and the aforesaid vacation is in the public interest; and,

WHEREAS, no other property owners own any land within or abutting the areas affected by this vacation and thus will not be denied means of ingress and egress to and from their property or be otherwise affected by the vacation of said right of way; and,

WHEREAS, the square footage of the area sought to be vacated and abutting tracts is as follows: 15,815 SF – area to be vacated; 136,125 SF – Parcel "A" tract; 20,602 SF – Parcel "B" tract; and the current year assessed values as determined by the Mobile County Revenue Commissioner on all tracts that abut the right-of-way sought to be vacated are as follows: $101,000 – Parcel "A" tract; $12,200 – Parcel "B" tract and,

NOW, THEREFORE, the premises considered, BE IT RESOLVED by the City Council of the City of Mobile, Alabama, pursuant to § 23-4-20 of the Code of Alabama (1975), as amended, that the following described right-of-way of an unopened service road is hereby vacated:

Commencing at the Northeast corner of Section 8, T4S-R2W, Mobile County, Alabama, run S 00 degrees 21 minutes E 30.35 feet to a point on the South right of way line of Overlook Road, thence along said South line of Overlook Road, run S 89 degrees 41 minutes W 50 feet to the point of beginning, thence along said South line of Overlook Road, run S 89 degrees 41 minutes W 40 feet to a point, thence run S 00 degrees 21 minutes E 632.34 feet to a point thence run N 89 degrees 57 minutes 37 seconds E 40 feet to a point, thence run N 00 degrees 21 minutes W 632.53 feet to the point of beginning.

Notice of this Resolution shall be published once in a newspaper of general circulation in Mobile County no later than fourteen (14) days after its adoption.

ADOPTED this the___day of _____, 2025, in Mobile, Alabama.

STATE OF ALABAMA)

COUNTY OF MOBILE)

2002041299 Book-5165 Page-1470
Total Number of Pages: 4

1100
100
12750
14850
1000
15850
200
16050

VENDOR'S LIEN DEED

KNOW ALL MEN BY THESE PRESENTS, that the undersigned, **Hatten's Nursery, Inc.,** hereinafter called the Grantor, in consideration of NINETY-FIVE THOUSAND AND NO/100 ($95,000.00) DOLLARS, of which the sum of TEN THOUSAND AND NO/100 ($10,000.00) DOLLARS is hereby acknowledged to have been paid to said Grantor by **Faith Ministries, Inc.,** hereinafter called the Grantee, and the balance of which is payable as hereinafter set forth, does hereby grant, bargain, sell and convey, subject to the exceptions, reservations and limitations hereinafter set out, unto the Grantee, all that real property situate, lying and being in the County of Mobile, State of Alabama, described as follows, to-wit:

Parcel A: Commencing at the Northeast corner of Section 8, T4S-R2W, Mobile County, Alabama, run S 00 degrees 21 minutes E 30.35 feet to a point on the South right of way line of Overlook Road, thence along said South line of Overlook Road, run S 89 degrees 41 minutes W 90 feet to the Southwest corner of the intersection of the South right of way line of Overlook Road and the West line of a 40 foot right of way deeded to the City of Mobile for a service road along Middle Ring Road, said point being the point of beginning of the property herein described, thence continuing S 89 degrees 41 minutes W along said South line of Overlook Road, run 119.70 feet, thence run S 00 degrees 21 feet E 175.0 feet, thence run S 89 degrees 41 minutes W 122.00 feet to a point on the East line of Terkeurst Subdivision as per plat recorded in Map Book 15, Page 115 of the Probate Court records of Mobile County, Alabama, thence along said East line of Terkeurst Subdivision and an extension thereof, run S 00 degrees 20 minutes 33 seconds E 456.0 feet, thence run N 89 degrees 57 minutes 37 seconds E 242.15 feet to a point on said West line of 40 foot service road right of way, thence along said West line of right of way, run N 00 degrees 21 minutes W 632.34 feet to the point of beginning.

Parcel B: Commencing at the Northeast corner of Section 8, T4S, R2W, Mobile County, Alabama, run S 00 degrees 21 minutes E 30.35 feet to a point on the South right of way line of Overlook Road, thence along said South line of Overlook Road, run S 89 degrees 41 minutes W 25.0 feet to the Southwest corner of the intersection of Overlook Road and Middle Ring Road, said point being the point of beginning of the property herein described, thence along the West right of way line of Middle Ring Road run S 00 degrees 21 minutes E 632.65 feet, thence run S 89 degrees 57 minutes 37 seconds W 25 feet to a point on the East line of a 40 foot right of way deeded to the City of Mobile for a service road along Middle Ring Road, thence along said East line of right of way, run N 00 degrees 21 minutes W 632.53 feet to a point on the South right of way line of Overlook Road, thence along said South line of Overlook Road, run N 89 degrees 41 minutes E 25.0 feet to the point of beginning.

Together with all and singular the rights, privileges, tenements, hereditaments and appurtenances thereunto belonging or in anywise appertaining; **TO HAVE AND TO HOLD** the same unto the said Grantee, its heirs and assigns forever.

This conveyance is made subject to the following:

1. Excepting therefrom such oil, gas and other minerals in, on and under said real property, together with all rights in connection therewith, as have previously been reserved by or conveyed to others than the grantor.

2. Easement granted to Mobile County as recorded in Deed Book 495, Page 470. As to Parcels "A" and "B"

3. Oil, gas and mineral rights as recorded in Real Property Book 1515, Page 714. As to Parcels "A" and "B"

4. Right of way to City of Mobile as recorded in Real Property Book 1473, Page 820. As to Parcels "A" and "B"

5. Easement granted to Board of Water & Sewer Commissioner of Mobile as recorded in Real Property Book 1540, Page 38. As to Parcels "A" and "B"

All recording references herein are to the records in the Office of the Judge of Probate of Mobile County, Alabama.

And, except as to taxes hereafter falling due which are assumed by the Grantee herein, and except as herein otherwise provided, said Grantor does for itself and for its heirs, executors and administrators, hereby covenant with the Grantee herein, its heirs and assigns, that it is seized of an indefeasible estate in fee simple in and to said property; that said property is free and clear of all encumbrances, and that it will forever **WARRANT AND DEFEND** the title thereto, and the peaceable possession thereof unto the said Grantee, its heirs and assigns, against the lawful claims of all persons whomsoever.

The balance of the purchase price, to-wit: the sum of Eighty-Five Thousand and NO/100 ($85,000.00) Dollars, to secure payment of which a vendor's lien is hereby specifically retained by the Grantor, is evidenced by promissory note of even date herewith made by the Grantee and payable to the order of the Grantor as follows:

> By three hundred fifty-nine (359) monthly installments of Five Hundred Thirty-Seven and 26/100 ($537.26) Dollars, including interest at six and one-half (6.5%) percent per annum, and one monthly payment of the remaining principal and interest due, the first monthly installment being due and payable on July 1, 2002, and one of such subsequent monthly installments of principal and interest being due and payable on or before the same day of the month in each ensuing month thereafter;

By accepting this conveyance, the Grantee hereby agrees and binds itself so long as any part of the said purchase price, or the interest thereon, remains unpaid, to pay said note and the interest thereon promptly upon maturity, and as follows:

1. To keep the improvements on said property, or those hereafter erected on said property, in good repair and insured against fire and all physical loss in companies satisfactory to Grantor, in such amount, not exceeding the indebtedness hereby secured and not exceeding the value of said improvements, as may be required by Grantor, with loss, if any, payable to the Grantor as its interest may appear, the policies evidencing said insurance to be approved by and deposited with Grantor.

2. To pay promptly all taxes, assessments, liens or other charges which may be or become effective against said property, together with penalties, costs and other expenses incurred or which may accrue in connection therewith; and if the vendor's lien contained herein is subordinate to any prior mortgage or lien, to make all payments and do all things required by such prior lien as to keep the same from becoming in default.

3. That if the Grantor shall, upon the happening of any default hereunder, employ an attorney to collect any sums hereby secured, by litigation or otherwise, or to foreclose this lien under the power of sale contained herein, or by bill in equity, or in connection with any suit for an accounting arising under this instrument, to pay all reasonable costs, expenses and attorney's fees so incurred; and any such costs, expenses or attorney's fees shall be an additional lien on said property, secured by this instrument, and may also be included in any judgment or decree rendered in connection with any such litigation.

4. That if the Grantee fails to perform any of the duties herein specified, the Grantor may perform the same, and any sum expended by the Grantor in this behalf, including any principal, interest or other payments on account of any prior lien or mortgage, shall be an additional lien on said property secured by this instrument.

5. The proceeds of any award or claim for damages, direct or consequential, in connection with any condemnation or other taking of any part of the Property, or for conveyance in lieu of condemnation, are hereby assigned and shall be paid to Grantor.

6. And Grantee hereby vests Grantor with full power and authority, upon the happening of a default in the payment at maturity of said note, or any of the installments thereof, or the interest thereon, or upon default in the performance of any of the obligations imposed herein on said Grantee at Grantor's option, to declare the entire indebtedness hereby secured to be immediately due and payable, and at its option to take possession of said property and at its option to sell the same at the front door of the Courthouse of said County, at auction for cash after first giving notice of the time, place and terms of sale by advertisement published once a week for three consecutive weeks in a newspaper published in said County, and to make proper conveyance to the purchaser at such sale in the name of the Grantee, and the proceeds of said sale to apply: first, to the payment of the costs of said sale, including reasonable attorney's and auctioneer's fees, second, to the payment of any and all debts, obligations and interest thereon to the date of sale, and any amount that may be due the Grantor by virtue of any of the special liens or agreements herein declared; and, third, the balance, if any, to be paid over to the said Grantee.

7. At any sale under the powers herein contained, the said Grantor may bid upon and purchase said property, or any part thereof, like a stranger hereto, in which event the auctioneer making the sale shall make the deed in the name of the Grantee.

8. The provisions hereof shall run in favor of and bind, not only the parties hereto, but also their heirs, personal representatives, successors and assigns.

9. Should the Grantee sell, transfer or convey any interest in said property or transfer the within vendor's lien without the written consent of the Grantor, such conveyance or transfer shall be a default under the terms hereof.

IN WITNESS WHEREOF, the said parties hereto have hereunto set their hands and seals on this the 24th day of May, 2002.

Grantor:

Hatten's Nursery, Inc.

By: William A. Hatten (SEAL)
Its: PRESIDENT

Grantee:

FAITH MINISTRIES, INC.

BY: Rev. Fannie L. Johnson (SEAL)
Its: Director

BY: Darryl Vaughn Bracy Sr. (SEAL)
Its: Director

BY: Debra E. Lett (SEAL)
Its: Director

STATE OF ALABAMA)

COUNTY OF MOBILE)

I, the undersigned authority, a Notary Public in and for said County in said State, hereby certify that William A. Hatten, Sr., whose name as President of Hatten's Nursery, Inc. is signed to the foregoing instrument, and who is known to me, acknowledged before me on this day that, being informed of the contents of said instrument, he executed the same voluntarily for and on behalf of said corporation, and with full authority on the day the same bears date.

Given under my hand and official seal this the 24th day of May, 2002.

NOTARY PUBLIC
My Commission Expires: 10/04/03

(NOTARIAL SEAL)

STATE OF ALABAMA)

COUNTY OF MOBILE)

I, the undersigned authority, a Notary Public in and for said County in said State, hereby certify that Reverend Fannie L. Johnson, Debra E. Lett and Darryl Vaughn Bracy, Sr., whose names as Directors of Faith Ministries, Inc. are signed to the foregoing instrument, and who are known to me, acknowledged before me on this day that, being informed of the contents of said instrument, they executed the same voluntarily for and on behalf of said corporation, and with full authority on the day the same bears date.

Given under my hand and official seal this the 24th day of May, 2002.

NOTARY PUBLIC
My Commission Expires: 10/04/03

(NOTARIAL SEAL)

Grantee's Current Address:

6417 Princeton Woods Dr. N
Mobile, AL 36618

This instrument prepared by:
Jason D. Smith
ANDERS, BOYETT & BRADY, P.C.
Attorneys at Law
One Maison, Suite 203
3800 Airport Boulevard
Mobile, Alabama 36608
(251) 344-0880
62473

State of Alabama - Mobile County
I certify this instrument was filed on:

Tue, May-28-2002 @ 10:31:13AM

RECORDING FEE	11.00
MORTGAGE TAX	127.50
DEED TAX	10.00
S. R. FEE	2.00
SURCHARGE	10.00
TOTAL AMOUNT	$160.50

2002041299
Don Davis, Judge of Probate

STATE OF ALABAMA)

COUNTY OF MOBILE)

400776

KNOW ALL MEN BY THESE PRESENTS, that J. F. PATE and IRENE W. PATE, husband and wife, the Grantors, for and in consideration of the sum of ONE DOLLAR ($1.00) cash, hereby acknowledged to have been paid to them by the CITY OF MOBILE, ALABAMA, a municipal corporation, do hereby REMISE, RELEASE, QUIT-CLAIM and CONVEY unto the said City of Mobile, Alabama, the Grantee, a right of way for a public road over and across the following described real property situated in the City and County of Mobile, State of Alabama, to-wit:

A strip of land 40 feet in width, having 20 feet on each side of the following described centerline: Commencing at the Northeast Corner of Section 8, T4S, R2W, Mobile County, Alabama, run S 00° 21' E 30.35 feet to a point on the South right of way line of Overlook Road, thence along said South line of Overlook Road, run S 89° 41' W 70 feet to the beginning of said centerline, thence run S 00° 21' E, parallel with and 45 feet West of the West right of way line of Middle Ring Road, a distance of 632.43 feet, more or less to the end of said centerline.

The undersigned Grantors except from the foregoing conveyance and retain and reserve unto themselves, their heirs and assigns, in perpetuity, all interest or interests in and to all oil, gas and other minerals in, on or under the real property herein conveyed to the extent said oil, gas and other minerals have not been heretofore conveyed or reserved.

TO HAVE AND TO HOLD said right of way unto the City of Mobile, Alabama, a municipal corporation, its successors and assigns, forever, for such public road purposes.

IN WITNESS WHEREOF, the Grantors have hereunto set their hands and seals, this 27th day of May, 1975.

J. F. Pate (SEAL)
J. F. PATE

Irene W. Pate (SEAL)
IRENE W. PATE

Grantors

RECORD FEE 1.25
STATE OF ALA. MOBILE CO.
I CERTIFY THIS INSTRUMENT WAS FILED ON
Jul 9 8 28 AM '75
RECORDED
DEED TAX
CLERK OF THE CIRCUIT COURT
JUDGE OF PROBATE

REAL PROP 1473 PAGE 0820

STATE OF ALABAMA)

COUNTY OF MOBILE)

I, the undersigned Notary Public in and for said State and County, hereby certify that J. F. Pate and Irene W. Pate, husband and wife, whose names 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 conveyance, they executed the same voluntarily on the day the same bears date.

Given under my hand and notarial seal on this 27th day of May, 1975.

NOTARY PUBLIC, MOBILE COUNTY, ALABAMA

THIS INSTRUMENT PREPARED BY RICHARD F. PATE ATTORNEY AT LAW MOBILE, ALA.

I CERTIFY THAT THERE WAS NO TAX COLLECTED ON THIS INSTRUMENT.

John L. Moore.

JUDGE OF PROBATE

REAL PROP 1473 PAGE 0821

Alabama Power

150 Saint Joseph Street
P.O. Box 2247
Mobile, AL 36602
bjarrett@southernco.com

May 16, 2025

VIA ELECTRONIC MAIL
Faith Ministries Inc
6401 Overlook Road
Mobile, AL 36618

Re: Vacation of service road along Overlook Road and Middle Ring Road

Mr. Crenshaw,

You have requested consent by Alabama Power Company to the vacation of a service road along Overlook Road and Middle Ring Road in Mobile, AL more particularly described in the survey provided.

Pursuant to Code of Alabama, Title 23-4-2, Alabama Power Company (the "Company") hereby consents to the requested vacation provided that the resolution and any conveyance, release or vacation documents shall reserve unto said Company the right to continue to maintain, extend and enlarge its lines, equipment and facilities to the same extent as if the vacation had not occurred and all other rights, title and interests held by the Company with respect to the area to be vacated under any statute or other law or under any other conveyance or agreement, whether recorded or unrecorded, including without limitation all the rights and privileges necessary or convenient for the full enjoyment and use of its lines, equipment and facilities now or hereafter located within or adjacent to the area to be vacated; and the right of ingress and egress to and from said lines, equipment and facilities; and the right to cut and/or trim trees or limbs which, in the sole opinion of said Company, would interfere with said lines, equipment and facilities; and the right to prohibit use of the area vacated in a manner which violates the National Electric Safety Code.

Please advise if further assistance is required.

Sincerely,

Blake Jarrett
Corporate Real Estate

Enclosure: Survey

MAWSS
MOBILE AREA WATER & SEWER SYSTEM

July 29, 2025

Mr. John F. Crenshaw, P.L.S.
802 Murray Hill Road
Irvington, AL 36544-3438

RE: Request to vacate a 40' Wide Service ROW
East of and adjacent to 6401 Overlook Road (south side at Middle Ring)
Section 08, T4S-R2W

Dear Mr. Crenshaw:

We have reviewed the referenced vacation request and determined that our facilities will not be affected. Therefore, we concur with your request to vacate the above referenced right-or-way.

We appreciate the opportunity to be of service to you. If we can provide additional assistance, please contact us.

MOBILE AREA WATER AND SEWER SYSTEM

Daryl B. Russell, P.E.
Director of Planning & Market Development

cc: A. Tyree

P.O. Box 180249, Mobile, AL 36618-0249 • 4725 Moffett Road, Mobile, AL 36618-2236 • Phone 251.694.3196 • Fax 251.694.3447
www.mawss.com

Spire Alabama Inc.
2101 Sixth Avenue North
Birmingham, AL 35203

June 6, 2025

Faith Ministries, Inc.
6401 Overlook Road
Mobile, Al 36618

Re: Vacation Request

Vacation: 40- foot unopened, unpaved service road

Faith Ministries Inc.,

In response to John F. Crenshaw letter dated May 7th, 2025 relative to the above referenced Vacation Request 40' unopened, unpaved service road.

Please be advised that Spire Alabama Inc. ("Spire") has no facilities located within the area which is requested to be vacated.

Sincerely,

Alex Sammet (Jun 13, 2025 14:15 CDT)

Alex Sammet
Manager of Right of Way & Land Management
Spire Alabama Inc.

TJF: DRC
cc: John F. Crenshaw

Engineering Approval: RJ

Systems Planning Approval: WM

AT&T Alabama
2155 Old Shell Rd
Mobile, AL 36607
www.att.com

T: 251.470.5650
F: 251.471.0410
Brad.sadler@att.com

May 13, 2025

John Crenshaw
Faith Ministries, Inc.
6401 Overlook Rd
Mobile, Alabama 36618

Dear Mr. Crenshaw

This letter is written in response to your letter of May 7, 2025 wherein a request is made of AT&T for consent to the vacation of ROW for an unused service road off of Overlook Rd, as described in the attached survey of May 7, 2025. AT&T hereby consents to the requested vacation with the reservation unto said company of all the rights and privileges necessary or convenient for the full enjoyment or use of its facilities located within or adjacent to the area to be vacated. Including the right of ingress and egress to and from said facilities, the right to cut and/or trim trees which interfere with said facilities, and the right to prohibit the use of the land vacated in a manner which violates the National Electric Safety Code.

Any future requests for relocation of AT&T facilities that are located in this easement, will require compensation from the requestor of the facilities to be relocated. Any damage to AT&T facilities, while working in the area, will result in compensation from the party responsible for the damages, to AT&T.

Please contact me in our Mobile office at 251-406-0123 if any additional information is required.

Sincerely,

Brad Sadler
Specialist, AT&T Alabama
251-470-5650

Proud Sponsor of the U.S. Olympic Team

COMCAST

September 9, 2025

John F. Crenshaw
Land Surveyor
c/o Faith Ministries, Inc.
6401 Overlook Road
Mobile, AL 36618

Re: Request to Vacate Portions of Property at 6401 Overlook Road, Mobile, AL 36618

Dear Mr. Crenshaw,

This letter is in response to your letter dated May 7, 2025, requesting Comcast to consent to the vacation of portions of a 40-foot unopened, unpaved service road located at or near 6401 Overlook Road, Mobile, AL 36618.

Comcast currently has aerial facilities along the right of way of the said property, and defined as:

> An easement 25 feet in width, the centerline of which is described as follows:
> Commencing at the northeast corner of Section 8, T4S, R2W, Mobile County, Alabama, and run S 00 degrees 28 minutes 50 seconds E along the East line of Section 8 a distance of 40 feet more or less to a point on the south right of way line of Overlook road; thence westerly a distance along the south right of way of Overlook road a distance of 37.5 feet to the point of beginning; thence S 00 degrees 28 minutes 50 seconds E and parallel with the centerline of Middlering Road a distance of 623 feet more or less to a point of ending on the north property line of Joseph B. Stapleton.

Comcast consents to vacate the said portions of the said property but does not revoke or waive its right to be in the public right of way or any existing utility easement within or adjacent to the said property, now or at a future date. This letter of consent is issued under the condition that the right of way is kept in accordance with the permit granted to Comcast for the full enjoyment or use of its facilities within or adjacent to the said area to be vacated.

If you need additional information, please contact me at Rodney_Governs@comcast.com or (501) 912-1774.

Sincerely,

Rodney Governs

Rodney Governs
Director of Construction

Kim Hastie
Revenue Commissioner
Mobile County, Alabama

3925 Michael Blvd Suite G
Mobile, AL 36609

Printed on: 10/7/2025

2025 ASSESSMENT STATEMENT

Owner

FAITH MINISTRIES INC

Mailing Address

6694 ROYALTY WAY
MOBILE AL 36618-4642

PARCEL INFORMATION	
Parcel Number	28 03 08 1 001 001.01X
Receipt Number	121464
Account Number	01416051
Tax Year	2025
Tax & Cost	$0.00
Escaped Taxes Due	$0.00
Amount Paid	$0.00
Total Due	$0.00
Due Date	

ASSESSMENT INFORMATION	
Location	6401 OVERLOOK RD MOBILE AL 36618-3106
Neighborhood	MUNI 14 MOBILE PROPER
Subdivision	
Lot	
Block	
Property Class	2
Acreage	2.980
Exempt Code	OTH
Municipality	14 - MOBILE
School District	2
Disability Code	
Over 65 Code	
Key #:	1416051



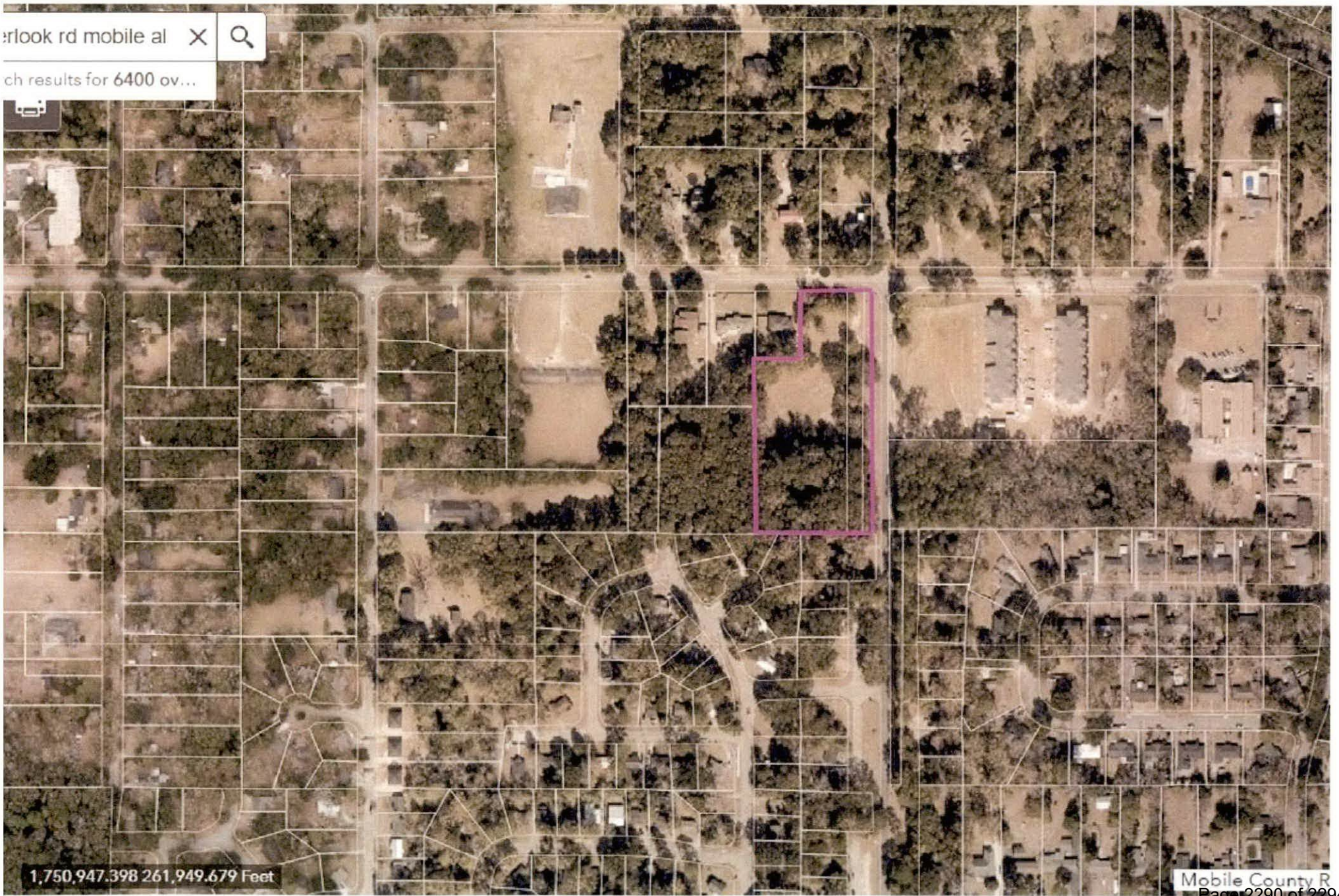
VALUATION SUMMARY

Improvement Value	Land Value	Market Value	Appraised Value	Assessed Value
$0	$101,000	$101,000	$101,000	$20,200

TAX BREAKDOWN

Millage Type	Municipality	Assessed Value	Millage Rate	Tax	Tax Exemption	Total Tax
STATE	14 - MOBILE	$20,200	6.50	$131.30	$131.30	$0.00
COUNTY	14 - MOBILE	$20,200	20.50	$414.10	$414.10	$0.00
SCHOOL	14 - MOBILE	$20,200	14.00	$282.80	$282.80	$0.00
DIST SCHOOL	14 - MOBILE	$20,200	15.50	$313.10	$313.10	$0.00
CITY	14 - MOBILE	$20,200	7.00	$141.40	$141.40	$0.00
FOREST	14 - MOBILE	$0	0.00	$0.00	$0.00	$0.00
TAX TOTAL				**$1,282.70**	**$1,282.70**	**$0.00**

Current Due	$0.00
Fees	$0.00
Payments	$0.00
Back Taxes	$0.00
TOTAL DUE	$0.00
Due Date	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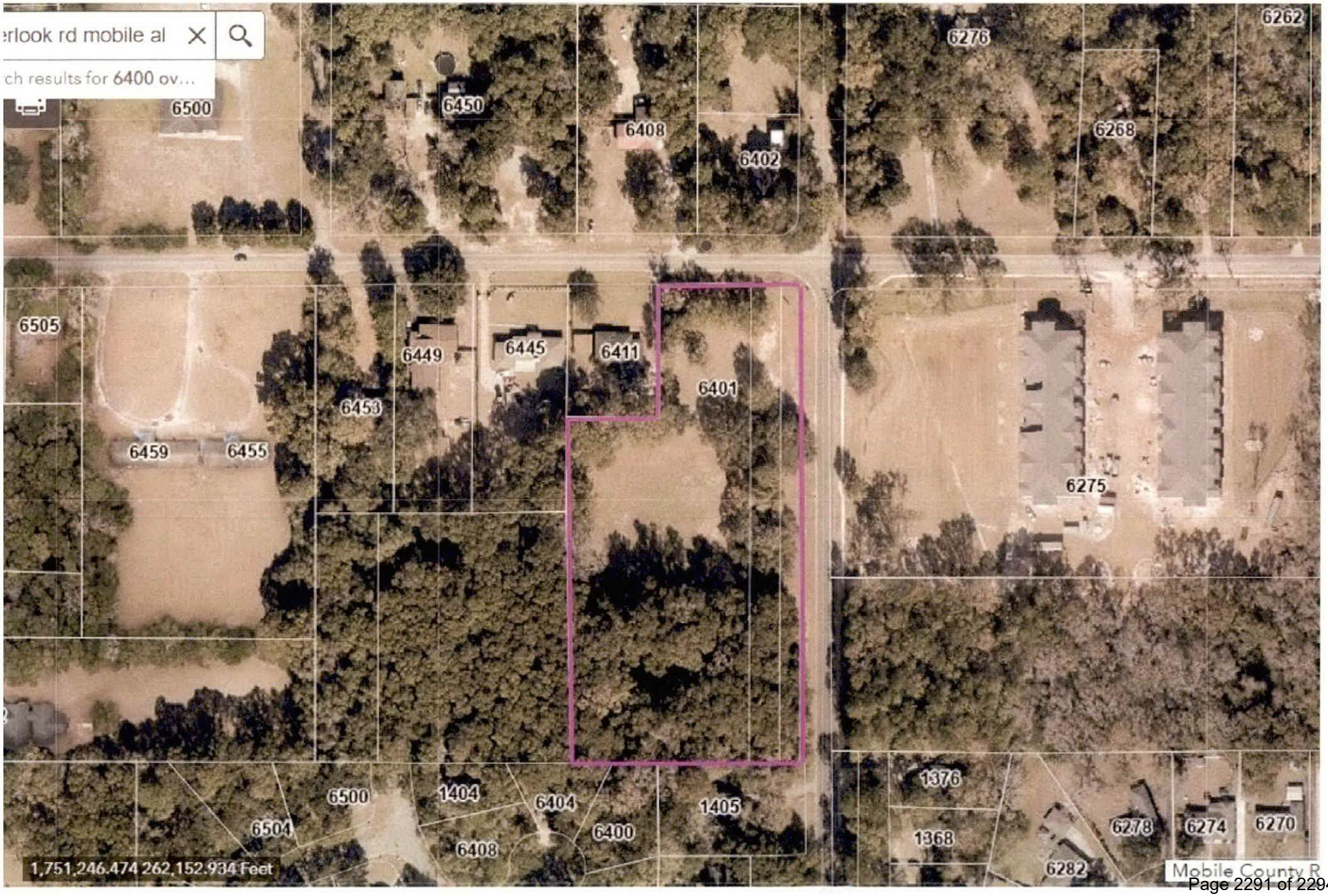
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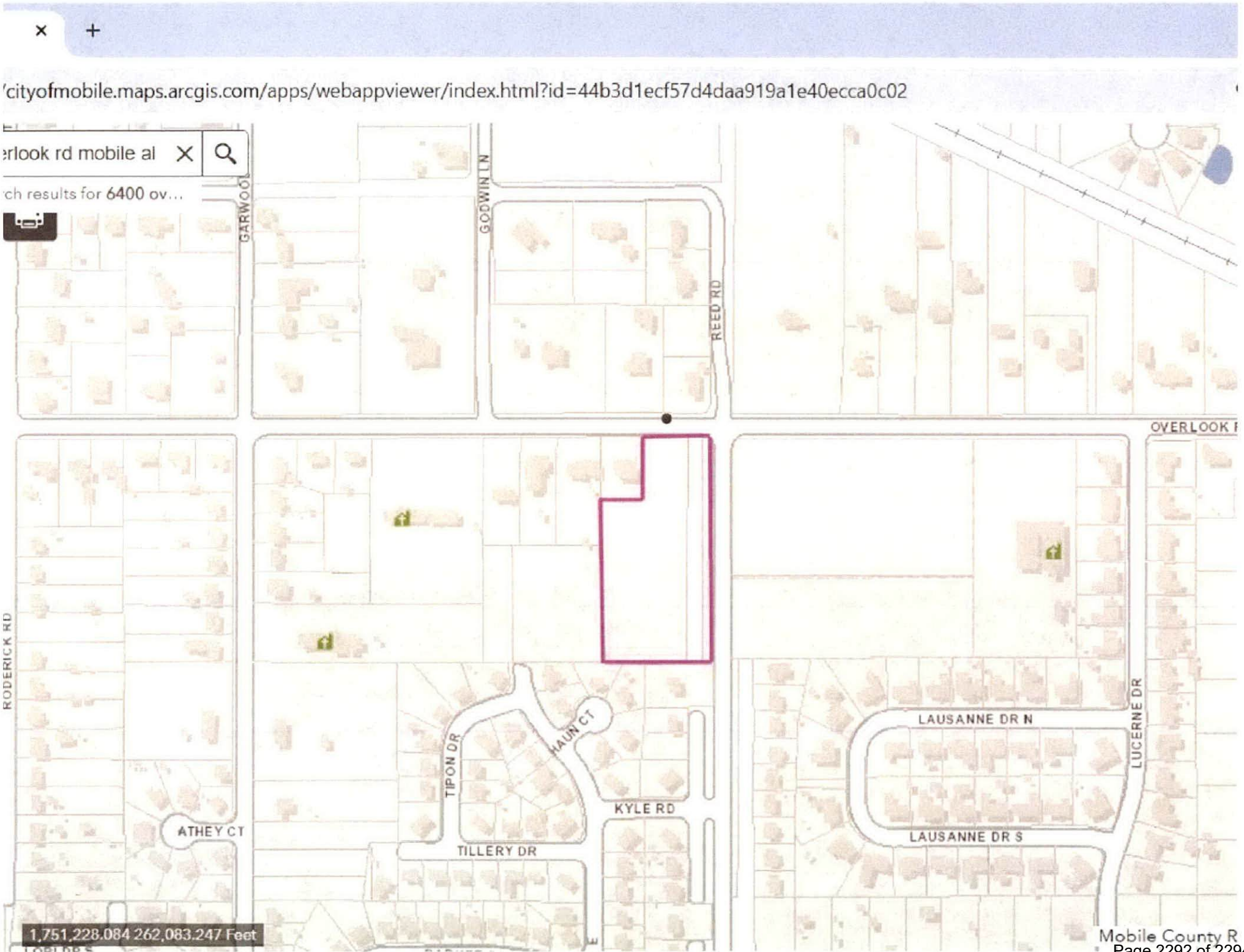
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GODWIN LN
REED RD
OVERLOOK
RODERICK RD
TIPON DR
HAUN CT
KYLE RD
ATHEY CT
TILLERY DR
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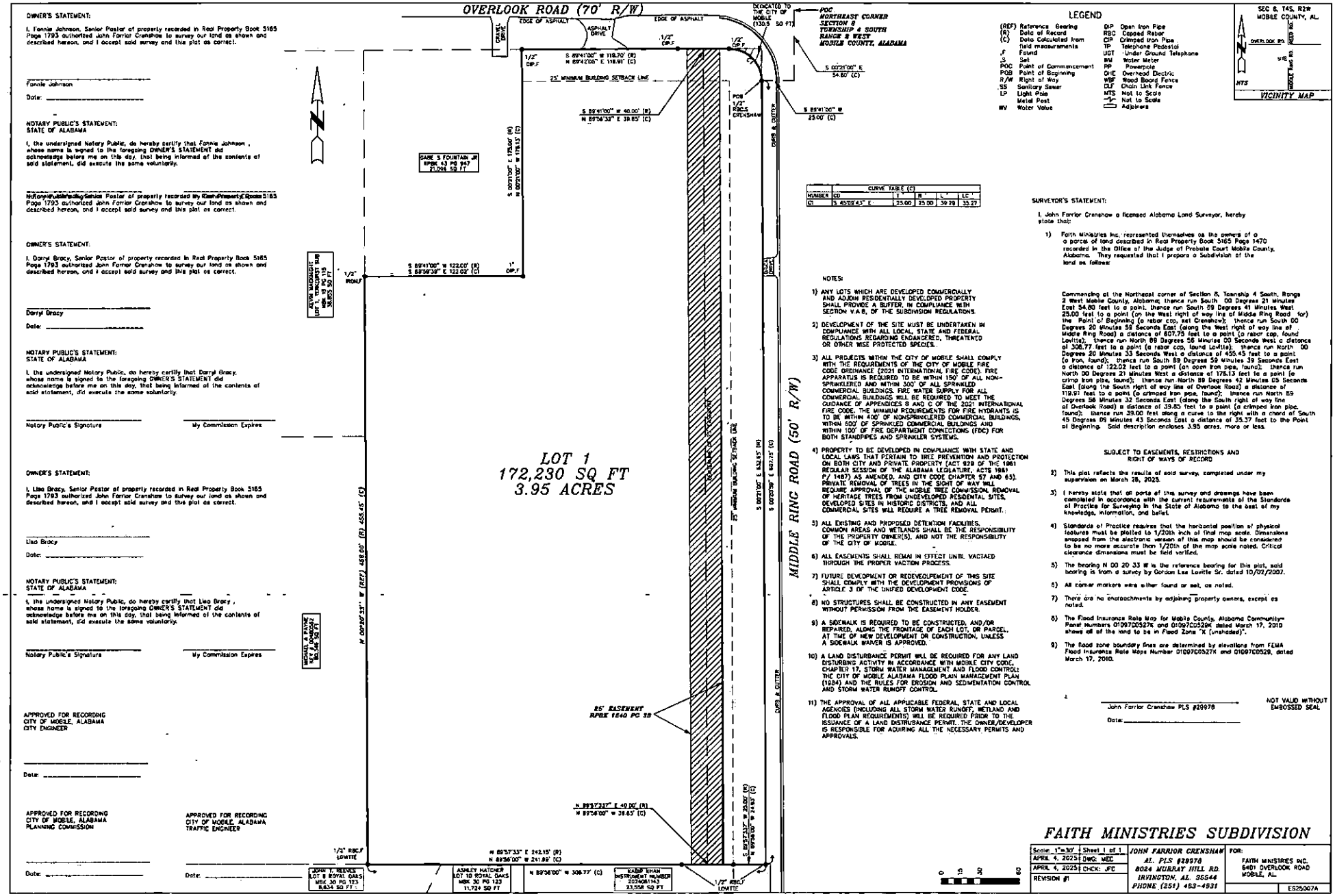

OWNER'S STATEMENT:

I, Fonnie Johnson, Senior Pastor of property recorded in Real Property Book 5165 Page 1793 authorized John Farrior Crenshaw to survey our land as shown and described hereon, and I accept said survey and this plat as correct.

Fonnie Johnson

Date: _____

NOTARY PUBLIC'S STATEMENT:
STATE OF ALABAMA

I, the undersigned Notary Public, do hereby certify that Fonnie Johnson , whose name is signed to the foregoing OWNER'S STATEMENT did acknowledge before me on this day, that being informed of the contents of said statement, did execute the same voluntarily.

Notary Public's Signature _____ My Commission Expires _____

OWNER'S STATEMENT:

I, Darryl Bracy, Senior Pastor of property recorded in Real Property Book 5165 Page 1793 authorized John Farrior Crenshaw to survey our land as shown and described hereon, and I accept said survey and this plat as correct.

Darryl Bracy

Date: _____

NOTARY PUBLIC'S STATEMENT:
STATE OF ALABAMA

I, the undersigned Notary Public, do hereby certify that Darryl Bracy, whose name is signed to the foregoing OWNER'S STATEMENT did acknowledge before me on this day, that being informed of the contents of said statement, did execute the same voluntarily.

Notary Public's Signature _____ My Commission Expires _____

OWNER'S STATEMENT:

I, Lisa Bracy, Senior Pastor of property recorded in Real Property Book 5165 Page 1793 authorized John Farrior Crenshaw to survey our land as shown and described hereon, and I accept said survey and this plat as correct.

Lisa Bracy

Date: _____

NOTARY PUBLIC'S STATEMENT:
STATE OF ALABAMA

I, the undersigned Notary Public, do hereby certify that Lisa Bracy , whose name is signed to the foregoing OWNER'S STATEMENT did acknowledge before me on this day, that being informed of the contents of said statement, did execute the same voluntarily.

Notary Public's Signature _____ My Commission Expires _____

APPROVED FOR RECORDING
CITY OF MOBILE, ALABAMA
CITY ENGINEER

Date: _____

APPROVED FOR RECORDING
CITY OF MOBILE, ALABAMA
PLANNING COMMISSION

Date: _____

APPROVED FOR RECORDING
CITY OF MOBILE, ALABAMA
TRAFFIC ENGINEER

Date: _____

LEGEND

(REF)	Reference Bearing	D/P	Open Iron Pipe
(R)	Data of Record	RBC	Capped Rebar
(C)	Data Calculated from field measurements	CIP	Crimped Iron Pipe
.F	Found	TP	Telephone Pedestal
.S	Set	UGT	Under Ground Telephone
POC	Point of Commencement	WM	Water Meter
POB	Point of Beginning	PP	Powerpole
R/W	Right of Way	OHE	Overhead Electric
SS	Sanitary Sewer	WBF	Wood Board Fence
LP	Light Pole	CLF	Chain Link Fence
MP	Metal Post	NTS	Not to Scale
WV	Water Valve	N/S	Not to Scale
			Adjoiners

SEC 8, T4S, R2W
MOBILE COUNTY, AL.

VICINITY MAP

CURVE TABLE (C)					
NUMBER	CD	T	R	L	LC
C1	S 45°09'45" E	25.00	25.00	39.28	35.37

NOTES:

1) ANY LOTS WHICH ARE DEVELOPED COMMERCIALLY AND ADJOIN RESIDENTIALLY DEVELOPED PROPERTY SHALL PROVIDE A BUFFER IN COMPLIANCE WITH SECTION V.A.8, OF THE SUBDIVISION REGULATIONS.

2) DEVELOPMENT OF THE SITE MUST BE UNDERTAKEN IN COMPLIANCE WITH ALL LOCAL, STATE AND FEDERAL REGULATIONS REGARDING ENDANGERED, THREATENED OR OTHER WISE PROTECTED SPECIES.

3) ALL PROJECTS WITHIN THE CITY OF MOBILE SHALL COMPLY WITH THE REQUIREMENTS OF THE CITY OF MOBILE FIRE CODE ORDINANCE (2021 INTERNATIONAL FIRE CODE). FIRE APPARATUS IS REQUIRED TO BE WITHIN 150' OF ALL NON-SPRINKLERED AND WITHIN 300' OF ALL SPRINKLED COMMERCIAL BUILDINGS. FIRE WATER SUPPLY FOR ALL COMMERCIAL BUILDINGS WILL BE REQUIRED TO MEET THE GUIDANCE OF APPENDICES B AND C OF THE 2021 INTERNATIONAL FIRE CODE. THE MINIMUM REQUIREMENTS FOR FIRE HYDRANTS IS TO BE WITHIN 400' OF NONSPRINKLERED COMMERCIAL BUILDINGS, WITHIN 600' OF SPRINKLED COMMERCIAL BUILDINGS AND WITHIN 100' OF FIRE DEPARTMENT CONNECTIONS (FDC) FOR BOTH STANDPIPES AND SPRINKLER SYSTEMS.

4) PROPERTY TO BE DEVELOPED IN COMPLIANCE WITH STATE AND LOCAL LAWS THAT PERTAIN TO TREE PREVENTION AND PROTECTION ON BOTH CITY AND PRIVATE PROPERTY (ACT 929 OF THE 1961 REGULAR SESSION OF THE ALABAMA LEGISLATURE, ACTS 1961 P./ 1487) AS AMENDED, AND CITY CODE CHAPTER 57 AND 65). PRIVATE REMOVAL OF TREES IN THE SIGHT OF WAY WILL REQUIRE APPROVAL OF THE MOBILE TREE COMMISSION. REMOVAL OF HERITAGE TREES FROM UNDEVELOPED RESIDENTIAL SITES, DEVELOPED SITES IN HISTORIC DISTRICTS, AND ALL COMMERCIAL SITES WILL REQUIRE A TREE REMOVAL PERMIT.

5) ALL EXISTING AND PROPOSED DETENTION FACILITIES, COMMON AREAS AND WETLANDS SHALL BE THE RESPONSIBILITY OF THE PROPERTY OWNER(S), AND NOT THE RESPONSIBILITY OF THE CITY OF MOBILE.

6) ALL EASEMENTS SHALL REMAIN IN EFFECT UNTIL VACTAED THROUGH THE PROPER VACTION PROCESS.

7) FUTURE DEVELOPMENT OR REDEVELOPEMENT OF THIS SITE SHALL COMPLY WITH THE DEVELOPMENT PROVISIONS OF ARTICLE 3 OF THE UNIFIED DEVELOPMENT CODE.

8) NO STRUCTURES SHALL BE CONSTRUCTED IN ANY EASEMENT WITHOUT PERMISSION FROM THE EASEMENT HOLDER.

9) A SIDEWALK IS REQUIRED TO BE CONSTRUCTED, AND/OR REPAIRED, ALONG THE FRONTAGE OF EACH LOT, OR PARCEL, AT TIME OF NEW DEVELOPMENT OR CONSTRUCTION, UNLESS A SIDEWALK WAIVER IS APPROVED.

10) A LAND DISTURBANCE PERMIT WILL BE REQUIRED FOR ANY LAND DISTURBING ACTIVITY IN ACCORDANCE WITH MOBILE CITY CODE, CHAPTER 17, STORM WATER MANAGEMENT AND FLOOD CONTROL; THE CITY OF MOBILE ALABAMA FLOOD PLAIN MANAGEMENT PLAN (1984) AND THE RULES FOR EROSION AND SEDIMENTATION CONTROL AND STORM WATER RUNOFF CONTROL.

11) THE APPROVAL OF ALL APPLICABLE FEDERAL, STATE AND LOCAL AGENCIES (INCLUDING ALL STORM WATER RUNOFF, WETLAND AND FLOOD PLAIN REQUIREMENTS) WILL BE REQUIRED PRIOR TO THE ISSUANCE OF A LAND DISTRUBANCE PERMIT. THE OWNER/DEVELOPER IS RESPONSIBLE FOR ACQUIRING ALL THE NECESSARY PERMITS AND APPROVALS.

SURVEYOR'S STATEMENT:

I, John Farrior Crenshaw a licensed Alabama Land Surveyor, hereby state that:

1) Faith Ministries Inc, represented themselves as the owners of a a parcel of land described in Real Property Book 5165 Page 1470 recorded in the Office of the Judge of Probate Court Mobile County, Alabama. They requested that I prepare a Subdivision of the land as follows:

Commencing at the Northeast corner of Section 8, Township 4 South, Range 2 West Mobile County, Alabama; thence run South 00 Degrees 21 Minutes East 54.80 feet to a point; thence run South 89 Degrees 41 Minutes West 25.00 feet to a point (on the West right of way line of Middle Ring Road for) the Point of Beginning (a rebar cap, set Crenshaw); thence run South 00 Degrees 20 Minutes 58 Seconds East (along the West right of way line of Middle Ring Road) a distance of 807.75 feet to a point (a rebar cap, found Lowtie); thence run North 89 Degrees 56 Minutes 00 Seconds West a distance of 308.77 feet to a point (a rebar cap, found Lowtie); thence run North 00 Degrees 20 Minutes 33 Seconds West a distance of 455.45 feet to a point (a iron, found); thence run South 89 Degrees 59 Minutes 39 Seconds East a distance of 122.02 feet to a point (an open iron pipe, found); thence run North 00 Degrees 21 Minutes West a distance of 175.13 feet to a point (a crimp iron pipe, found); thence run North 89 Degrees 42 Minutes 05 Seconds East (along the South right of way line of Overlook Road) a distance of 119.97 feet to a point (a crimped iron pipe, found); thence run North 89 Degrees 56 Minutes 33 Seconds East (along the South right of way line of Overlook Road) a distance of 39.85 feet to a point (a crimped iron pipe, found); thence run 39.00 feet along a curve to the right with a chord of South 45 Degrees 09 Minutes 45 Seconds East a distance of 35.37 feet to the Point of Beginning. Said description encloses 3.95 acres, more or less.

SUBJECT TO EASEMENTS, RESTRICTIONS AND RIGHT OF WAYS OF RECORD

2) This plat reflects the results of said survey, completed under my supervision on March 28, 2025.

3) I hereby state that all parts of this survey and drawings have been completed in accordance with the current requirements of the Standards of Practice for Surveying in the State of Alabama to the best of my knowledge, information, and belief.

4) Standards of Practice requires that the horizontal position of physical features must be plotted to 1/20th inch of that map scale. Dimensions scrapped from the electronic version of this map should be considered to be no more accurate than 1/20th of the map scale noted. Critical clearance dimensions must be field verified.

5) The bearing N 00 20 33 W is the reference bearing for this plat, said bearing is from a survey by Gordon Lee Lowtie Sr. dated 10/02/2007.

6) All corner markers were either found or set, as noted.

7) There are no encroachments by adjoining property owners, except as noted.

8) The Flood Insurance Rate Map for Mobile County, Alabama Community-Panel Numbers 01097C0527K and 01097C0529K dated March 17, 2010 shows all of the land to be in Flood Zone "X (unshaded)".

9) The flood zone boundary lines are determined by elevations from FEMA Flood Insurance Rate Maps Number 01097C0527K and 01097C0529, dated March 17, 2010.

John Farrior Crenshaw PLS #29978

Date: _____

NOT VALID WITHOUT EMBOSSED SEAL

FAITH MINISTRIES SUBDIVISION

Scale: 1"=30'	Sheet 1 of 1	JOHN FARRIOR CRENSHAW AL. PLS #29978 8024 MURRAY HILL RD. IRVINGTON, AL. 36544 PHONE (251) 463-4931	FOR: FAITH MINISTRIES INC. 6401 OVERLOOK ROAD MOBILE, AL.
APRIL 4, 2025	DWG: MDC		
APRIL 4, 2025	CHCK: JFC		
REVISION #1			ES25007A

RESOLUTION

Sponsored by: Mayor Spiro N. Cheriogotis

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MOBILE, ALABAMA, as follows:

WHEREAS, the City of Mobile has organized the Mayor's Cup Puzzle Challenge as a City-sponsored employee engagement and team-building event intended to promote employee morale, teamwork, interdepartmental cooperation, and workplace engagement among employees providing municipal services to the public; and

WHEREAS, the City Council finds that activities designed to encourage employee engagement and organizational morale may serve a legitimate municipal and public purpose; and

WHEREAS, the City has procured certain non-cash, City-branded recognition items to be awarded in connection with the event pursuant to Requisition No. 11597;

NOW, THEREFORE, the City Council hereby finds and declares that the Mayor's Cup Puzzle Challenge and the associated purchase of City-branded recognition items serve a legitimate public and municipal purpose and hereby ratifies and approves Requisition No. 11597 in the amount of $2,764.60.

ADOPTED:

_____

City Clerk